VAN BUREN PUBLIC SCHOOLS

TYLER AND SAVAGE ELEMENTARY SCHOOLS SECURED ENTRY RENOVATIONS

SAVAGE ELEMENTARY SCHOOL 42975 SAVAGE ROAD BELLEVILLE, MICHIGAN

TYLER ELEMENTARY SCHOOL 42200 TYLER ROAD BELLEVILLE, MICHIGAN

Project Manual

IDS Project No. 20111-3008



00 0001 TITLE PAGE

PROJECT: Van Buren Public Schools Savage and

Tyler Elementary School Secured Entry

Renovation

PROJECT SITES: Tyler Elementary School

42200 Tyler Rd Belleville, MI 48111

Savage Elementary School

42975 Savage Rd Belleville, MI 48111

OWNER: Van Buren Public Schools

555 West Columbia Avenue

Belleville, MI 48111

OWNER REPRESENTATIVE: Plante Moran Realpoint

27400 Northwestern Hwy Southfield, MI 48034

CONSTRUCTION MANAGER: Davenport Brothers Construction Company

301 industrial Park Dr Belleville, MI 48111 P. 734-697-2994

ARCHITECT: Inegrated Design Solutions

1551 West Long Lake Road, Suite

200 Troy, MI 48098

STRUCTURAL ENGINEER: SDI Structures

275 East Liberty Ann Arbor, MI

48101

CIVIL ENGINEER: Spalding DeDecker

905 South Blvd East Rochester Hills, MI 48307

BID PACKAGE CONSTRUCTION DOCUMENTS

BID PACKAGE CONSTRUCTION DOCUMENTS

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Van Buren Public Schools Tyler Elementary School Secured Entry Renovation Belleville, Michigan

IDS Project No. 20111-3008

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FOR TECHNICAL SPECIFICATIONS SECTIONS: SEE IDS TECHNICAL SPECIFICATIONS BELOW

*All Division 02 through 31 specifications are issued by IDS unless otherwise noted.

00 1116 NOTICE TO BIDDERS

PROJECT: Van Buren Public Schools Savage and Tyler

Elementary School Secured Entry Renovation,

OWNER: Van Buren Public Schools

555 West Columbia Avenue

Belleville, MI 48111

OWNER Plante Moran Realpoint

REPRESENTATIVE: 27400 Northwestern Hwy

Southfield, MI 48034

CONSTRUCTION Davenport Brothers Construction Co Inc.

MANAGER: 301 Industrial Park Dr

Belleville, Mi 48111

ARCHITECT: Integrated Design Solutions, LLC.

1441 West Long Lake Road, Suite 200 Troy, MI

48098

INVITATION IS HEREBY MADE TO HAVE QUALIFIED BIDDERS SUBMIT BID PROPOSALS FOR THE FOLLOWING WORK CATEGORIES:

BID CATEGORY DESCRIPTION

02-01 Demolition 03-01 Concrete 04-01 Masonry 05-01 Structural Steel 06-01 General Trades

07-01 Direct-Applied Finish System 07-02 Formed Metal Wall Panels 08-01 Aluminum, Glass & Glazing

09-01 Hard Tiling 09-02 Soft Flooring 09-03 Painting & Coatings

12-01 Manufactured Plastic-Laminate-Clad Casework

23-01 Plumbing & HVAC, Hydronics & Controls

26-01 Electrical

Any Question regarding this Bid Package please email mark@davenportbrothers.com Project Manager

Sealed bid totals for each bid categories must be received on or before the bid opening date and time.

Bids Due Before:

October 29th 2:00pm

Bids are to be submitted electronically via Building Connected.

Bidders will need to have or create a free account with Building Connected to submit bid.

Bidders are requested to fill out Bid Form and all attached documentation

SECTION 00 1116 NOTICE TO BIDDERS

Bid proposals are requested and will be received as a "single lump sum" for each school Savage and Tyler Schools p	per
scope of work per each bid category. and will total to a combined lump sum.	
Category	
Savage School \$	
Tyler School \$	
A Combined "single lump sum" for Savage and Tyler Schools per scope of works per bid category Savage and Tyler Combined Total \$	

There are paper Bid Documents listed below in addition to filling out bid totals in Building Connected site.

The Documents listed below are required to be completed by all bidders and downloaded into Building Connected site.

- 1. Bid Form
- 2. Criminal Background Disclosure
- 3. Familial Disclosure Affidavit
- 4. Iran Disclosure Affidavit
- 5. Non-Collusive Affidavit
- 6. VBPS_Policy_-_Hiring_&_Background_Checks_&_Criminal_Background_Disclosure_Affidavit
- 7. Prequalification criteria bidder
- 8. Wage Rate Form

An optional Virtual pre-bid meeting will be held on 10/10/24 at 2:00pm online.

Copy Link into Browser:

https://teams.microsoft.com/l/meetup-

join/19%3ameeting ZmEzN2M4ZGYtMWI0NS00YjZmLThmNTktNjA0YTMxOWNIMmJj%40thread.v2/0?context=%7b%2 2Tid%22%3a%2201ed8578-3440-4979-a8bc-6302de75e4bd%22%2c%22Oid%22%3a%224e140981-02c1-4003-ac44-672446a0723f%22%7d

Join the meeting now

Meeting ID: 265 013 385 972

Passcode: UygWAM

An non mandatory onsite walkthrough meeting will be at Savage School on 10/15/24 @ 7:30am-8:30am or 4:30-5:30pm

Location: Savage Elementary School 42975 Savage Rd Belleville, MI 48111

Additional Bid Information:

Last day for Bid Questions is 10/17/2024. Last Addendum Issued 10/22/2024.

Posts Bid Interviews will start around 11/1/2024

The Owner reserves the right to reject any or all proposals, to accept other than a low bid, and to waive informalities, irregularities, and/or errors in proposals, which they feel are in their best interest.

Bid Security of 5% is required to be submitted with all proposals.

A bid bond is required for all bids over \$50,000.00 if requested by owner and CM.

Bid security in the form of a certified check is acceptable only for proposals for less than \$50,000.

Attach copy of certified check for Bid Security in Document section in Building Connected.

Plans and specifications Bid Notify Locations:

Link; SIGMA (michigan.gov)

Plans and specifications with bid information are on file on at Building Connected:

Link: https://app.buildingconnected.com/public/586e447faea7a50f00fa5702

All bids will be sealed until opened October 29th @ 2:00pm on Building Connected site Using team's link:

Link: https://teams.microsoft.com/l/meetup-

join/19%3ameeting OGQ0ZWZkODgtMzQ4Mi00ZDQzLThkZTltNGY1YjYzYzJlZjgw%40thread.v2/0?context=%7b%22Tid%2 2%3a%2201ed8578-3440-4979-a8bc-6302de75e4bd%22%2c%22Oid%22%3a%224e140981-02c1-4003-ac44-672446a0723f% 22%7d

Join the meeting now

Meeting ID: 275 615 328 203

Pass code: eL63xA

Drawings and Specification will also be posted at these locations:

Plan Room	Address	Phone
Builders Exchange of Lansing	1240 East Saginaw Street Lansing, MI 48906	(517) 372-5022
Builders Exchange of Michigan	4461 Cascade Road Southeast Grand Rapids, MI 49546	(616) 949-8650
Construction Association of Michigan (CAM)	43636 Woodward Avenue Bloomfield Hills, MI 48302	(248) 972-1000
Washtenaw Contractors Association	3135 South State Street Ann Arbor, MI 48108	(734) 662-2570
Davenport Brothers Construction Plan Room	Plan Room - Davenport Brothers Construction	(734) 697-2994

Bid Proposal Form

		DATE:		
BID CATEGORY NO.	& DESCRIPTION:			
COMPANY NAME: _				
			ZIP CODE	
DELIVERY ADDRESS	6 (IF DIFFERENT FROM AB	OVE)		
			ZIP CODE	
TELEPHONE:				
CONTACT NAME:				
E-MAIL ADDRESS:				
	uren Public Schools Sav I Secured Entry Renova	vage and Tyler Elementary ation		
RECEIPT OF BIDS:	2:00 p.m., LOCAL TI	ME, October 29 th , 2024		
		nitted <u>electronically</u> via Buil d Bid Proposal From (Section		
	LEDGEMENT: Following included in bid sums list	ng addenda have been receive sted herein.	ed, are hereby acknow	ledged,
Addendum No.	Dated	Addendum No	Dated	
Addendum No.	Dated	Addendum No	Dated	
		category(ies) as described in d to bid the entire scope of wor		
The base bid(s) shall i	not include the cost of F	Performance and Payment Bo	nds. For each category	/ beina bid

includes the bid category and description; the base bid, written both in words and numerals, and the cost of the Performance and Payment Bonds (should they be required) in figures. In case of discrepancy, amount shown in words will govern.

The undersigned, having carefully examined and thoroughly perused specifications for the above-named project; and become fully familiar with all conditions affecting the work required by those specifications, prepared by Integrated Design Solutions, LLC dated 9/8/24 hereby proposes to provide all materials, labor, services, etc., required thereby for the base bid sum of

BASE BID: This bid covers all expenses incurred in performing all the work required.
Bid Category & Description: \$
Base Bid (Savage School): \$
Base Bid (Tyler School): \$
Combined Total for Both Schools: \$
PERFORMANCE & PAYMENT BONDS: The additional cost to provide Performance & Payment Bonds, if
required, will be \$ for the Base Bid, plus% of any accepted bid
<u>TAXES, PERMITS, BONDS AND FEES</u> : Bid sum must include all applicable taxes, permits, bonds and fees, required by all legal authorities at the location of the Work.
MANDATORY ALTERNATES: Subcontractor agrees that prices quoted for Mandatory Alternates (to be quoted below) shall be acceptable as full compensation or credit for work thus described in the drawings, specifications, and Instructions to Bidders.
No. Description
1 03-01 Provide a Unit cost to add exterior 6" thick concrete sidewalk with excavations and 4" Stone base per sq. ft.
VOLUNTARY ALTERNATES: Subcontractor agrees that voluntary alternates for materials, methods, and/or equipment specified, if accepted by Owner, will be added to, or deducted from base bid. Attach additional typed sheets on your letterhead if needed. Label clearly as: "Van Buren Public Schools, 2019 Bond Construction Project Early Childhood Development Center Bid Package 1 – Voluntary Alternates"

Amount Add/(Deduct)

Item

<u>UNIT PRICES</u>: The following unit prices to base bid categories are required to be offered by all Bidders. The Bidder agrees that the following amounts will be used in determining contract changes from the base bid for authorized changes in the scope of work. Do not include unit cost in the base bid amount(s). Unit prices shall include Bidder's mark-up for overhead and profit. Details are in Section 00 2413 Scopes of Work.

Cat.	Description	\$ Amount	/ Unit
ALLOWANCE(S): If your Refer to Section 00 2413	scope of work indicates any allowance(s) it mus S Scopes of Work	t be included in your base bid amou	nt.
PROCORE ACCESS: Pro	ocore access is required there is no fees to join F	Procore.	
EMR DISCLOSURE: Pro	ovide the current EMR for your company.		

ASBESTOS-FREE PRODUCT INSTALLATION: It is hereby understood and agreed that no products/materials containing asbestos, including chrysotile, amosite, crocidolite, tremolite, anthophyllite, actinolite or any combination of these materials that have been chemically treated and/or altered shall be installed or introduced into the building by the contractor or his employees, agents, subcontractors, or other individuals or entities over whom the contractor has control. The contractor, its subcontractors of any tier, and vendors of any tier shall be required to sign a certification statement ensuring that all products or materials installed or introduced into a building will be asbestos-free.

NON-COLLUSIVE CERTIFICATION: By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief.

- a. The prices in this bid have been arrived independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or any competitor.
- b. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor.
- c. No attempt has been made or will be made by the bidder to insure any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition.
- d. The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well as to the person signing in its behalf.
- e. That attached hereto (if corporate bidder) is a certified copy of resolution authorizing the execution of this certificate by the signature of this bid or proposal on behalf of the corporation bidder.

<u>CRIMINAL BACKGROUND</u>: The undersigned, the owner or authorized officer of the below-named Firm (the "Firm"), pursuant to the criminal background compliance certification requirements of Van Buren Public Schools (the "School District") hereby represents and warrants that the Firm has performed and/or will perform sufficient criminal background checks, including at a minimum, an Internet Criminal History Tool ("ICHAT") check, for all of its owners, employees, agents, representatives, contractors and/or other personnel

who will be on any School District premises to carry out the services contemplated by the Contract Documents. The Firm further hereby certifies that no owner, employee, agent, representative, contractor and/or other personnel of the Firm will be on any School District premises if they are a registered criminal sexual offender under the Sex Offenders Registration Act, Public Act 295 of 1994, or have been convicted of "Listed Offense" as defined under Section 722 of the Sex Offenders Registration Act, MCL 28.722. The Firm further acknowledges that if it is found to have submitted a false certification or otherwise fails to comply with

the requirements of this certification, the School District may immediately terminate the Contract.

IRAN ECONOMICS SANCTIONS ACT: As a duly authorized representative of the entity submitting this bid, I certify with my signature below, that this bid is submitted in compliance with the Iran Economic Sanctions Act (MCL 129.313) of the State of Michigan. Our business is not an Iran Linked Business as defined in the aforementioned Act, will not become an Iran Linked Business while engaged in this project, and will not subcontract with Iran Linked Businesses for any of the products or services required for this project.

<u>FAMILIAL DISCLOSURE</u>: The undersigned hereby swears and affirms that there is no familial relationship between the Owners or employees of the firm originating this bid with any School Board Member or the Superintendent of the School District receiving this bid. If such a relationship does exist, it has been clearly described and disclosed on a separate sworn and notarized attachment to this bid form.

AGREEMENT: Undersigned agree(s) to execute an agreement for work covered by this proposal on the form included in Section 00 5100 of these bid documents, and in accordance with the Supplemental and General Conditions and other Contract Documents, provided he be notified of proposal's acceptance within sixty (60) days after due date of opening. Undersigned further agrees that this proposal shall remain open during such sixty (60) day period. Signature below serves as acknowledgment that Bidder understands Bid Documents and Appendices, and Bidder assumes full responsibility for the cost impact of same. Undersigned also acknowledges that Owner reserves right to accept or reject any and all bids with or without cause, and/or to waive informalities in bidding.

FIRM NAME	
BY (NAME)	
TITLE	_DATE
I,[printed name of affiant]	, having been duly sworn on oath, say that
I am the above-named, that I have personally prepared the forto the best of my knowledge and belief.	regoing affidavit, and that the same is true
[signature of affiant]	
Subscribed and sworn to before me, thisday of _	, 2020.
[signature of Notary]	_,
[printed/typed name of Notary]	_, Notary Public
My commission expires:	

End of Bid Proposal Form

Non-Collusive Affidavit

	, being duly sworn, deposes and says
that:	
submitted without collusion with, and wit common course of action with, any other	t by the contractor independently and has been shout any agreement, understanding, or planned er vendor of materials, supplies, equipment, or posals, designed to limit independent bidding or
employees or agents to any person, no	ve not been communicated by the contractor or its of an employee or agent of the contractor or its roposal and will not be communicated to any such the proposal.
Signature of Contractor	
STATE OF)	
COUNTY OF) ss.	
This instrument was acknowledged befo	re me on the day of , 2024, by
	, Notary Public
	County,
	My Commission Expires:
	Acting in the County of:

Criminal Background Affidavit

The undersigned, the owner or authorized officer of the below-named firm (the "Firm"), pursuant to the criminal background compliance certification requirements of Van Buren Public School's (the "School District") hereby represents and warrants that the Firm has performed and/or will perform sufficient criminal background checks, including at a minimum, an Internet Criminal History Tool ("ICHAT") (or equivalent for non-Michigan residents) for all of its owners, employees, agents, representatives, contractors, and/or other personnel who will be on any School District premises to carry out the services contemplated by the contract documents. The Firm further hereby certifies that no owner, employee, agent, representative, contractor, and/or other personnel of the Firm will be on any School District premises if they are a registered criminal sexual offender under the Sex Offenders Registration Act, Public Act 295 of 1994, or have been convicted of "Listed Offense" as defined under Section 722 of the Sex Offenders Registration Act, MCL 28.722.

The Firm further acknowledges that if it is found to have submitted a false certification or otherwise fails to comply with the requirements of this certification, the School District may immediately terminate the contract.

SIGNATURE	
Dated this day of	, 20
FIRM NAME:	
BY:	
	Signature
	Position/Title
	, being duly sworn, deposes and says that the information
provided herein is comp	olete so as not to be misleading.
Subscribed and sworn b	pefore me thisday of, 20, in the county
of	and the state of
NOTARY PUBLIC:	
MY COMMISSION EXPIRES:	

Iran Disclosure Affidavit

AFFIDAVIT OF COMPLIANCE – IRAN ECONOMIC SANCTIONS ACT

MICHIGAN PUBLIC ACT NO. 517 OF 2012

The undersigned, the owner or authorized officer of the below named firm (the "Firm"), pursuant to the compliance certification requirement provided in the Van Buren Public Schools (the "School District") request for proposals for the Tyler and Savage Elementary Schools Secure Entry Renovation Project (the "RFP"), hereby certifies, represents, and warrants that the Firm (including its officers, directors, and employees) is not an "Iran linked business" within the meaning of the Iran Economic Sanctions Act, Michigan Public Act No. 517 of 2012 (the "Act"), and that in the event Firm is awarded a contract as a result of the aforementioned RFP, the Firm will not become an "Iran linked business" at any time during the course of performing the scope of work or any services under the contract.

The Firm further acknowledges that any person who is found to have submitted a false certification is responsible for a civil penalty of not more than two hundred fifty thousand dollars (\$250,000.00) or two (2) times the amount of the contract or proposed contract for which the false certification was made, whichever is greater, the cost of the School District's investigation, and reasonable attorney fees, in addition to the fine. Moreover, any person who submitted a false certification shall be ineligible to bid on a request for proposal for three (3) years from the date it is determined that the person has submitted the false certification.

SIGNATURE

Dated this	_ day of, 20
FIRM NAME:	
BY:	Signature
	Position/Title

, being duly sworn, deposes and says that the information					
provided herein is comple	te so as not to b	e misleading.			
Subscribed and sworn bet	ore me this	day of	, 20	_, in the county	
of	and the s	tate of			
NOTARY PUBLIC:					
MY COMMISSION EXPIRES:					

Familial Disclosure Affidavit

The undersigned, the owner or authorized officer of the below named firm (the "Firm"), pursuant to the familial disclosure requirement provided in the Van Buren Public Schools (the "School District") request for proposals for the Tyler and Savage Elementary Schools Secure Entry Renovation Project, hereby represents and warrants that, except as provided below, no familial relationships exist between the owner or any employee of the Firm, and any member of the Board of Education of the School District or the Superintendent of the School District. A list of the School District's Board of Education Members and its Superintendent may be found at https://www.vanburenschools.net/.

LIST OF ANY FA	MILIAL RELATIONSHIPS			
SIGNATURE				
Dated this	day of, 20	<u></u> ·		
FIRM NAME:				
BY:	Signature			
	Position/Title			
	, being duly s	worn, deposes an	d says that t	he information
provided herein	is complete so as not to be	e misleading.		
	sworn before me this and the s			
NOTARY PUBLIC:				
MY COMMISSION EXE	DIRES:			

Series 4000: District Employment

1. 4200 Employee Conduct and Ethics

1. 4205 Hiring and Background Checks

The district is committed to prohibiting unlawful discrimination in its hiring practices consistent with Policy 4101. Hiring decisions are based on qualifications, skills, knowledge, abilities, education, certifications/licenses, experience, demeanor, and other job-related criteria the Board may deem relevant. In making hiring decisions, the Board or designee will consider enrollment, operational requirements, financial needs, and the district's best interests.

A. Advertising and Posting

Vacancies may be posted on a designated website or other location and distributed to appropriate employee groups or relevant professional associations. The posting may outline general duties, qualifications, pay range, work experience, and hours. Vacancies may be posted for at least 5 calendar days unless a different time period is specified in a collective bargaining agreement. Applications must be submitted to the central office unless otherwise designated. The district may establish an online application process. Postings will comply with applicable collective bargaining agreements.

B. Hiring

The Board will determine the hiring process for the Superintendent. For all other positions, the Superintendent or designee will determine the process to consider and interview qualified applicants. The Superintendent or designee is authorized to hire non-exempt staff, temporary, and substitute employees. Teachers, Non-Teaching Professionals, Supervisors, and Administrators that the Superintendent or designee recommends for hire are subject to Board approval.

The district will not consider an applicant for employment unless the applicant provides the District with the following:

- written consent for the criminal records division of the Michigan State Police to conduct the criminal history check required by Revised School Code Section 1230 and the criminal records check required by Revised School Code Section 1230a.
- 2. a signed statement that complies with Revised School Code Section 1230b (1); and
- 3. other required application materials.

Falsification or misrepresentation of credentials, qualifications, references, or application materials will be grounds for disqualification or discipline, including discharge.

- C. Background Checks for Employees, Contractors, and Volunteers
 - 1. The district will conduct a background check on a selected applicant upon an offer of employment or before a person is assigned to regularly and continuously work under contract in any of its schools. The Superintendent or designee will receive and review the results of the background check before the district employs or allows the person to regularly and continuously work under contract in any of its schools, unless otherwise permitted by law.
 - 2. "Regularly and continuously work under contract" means any of the following:
 - a. to work at school on a more than intermittent or sporadic basis as an owner or employee of an entity that has a contract with the district to provide food, custodial, transportation, counseling, or administrative services or to provide instructional services to pupils or related and auxiliary services to special education pupils.
 - b. to work at school on a more than intermittent or sporadic basis as a person under a contract with the district to provide food, custodial, transportation, counseling, or administrative services, or to provide instructional services to pupils or related and auxiliary services to special education pupils.
 - 3. "School" means in a classroom, elsewhere on District property, or on a school bus or other school-related vehicle.
 - 4. The background check will include:
 - a. a criminal history check pursuant to Revised School Code Section 1230;
 - b. a criminal records check pursuant to Revised School Code Section 1230a;
 - c. an unprofessional conduct check pursuant to Revised School Code Section 1230b; and
 - d. if a certification is required for the position, such as a teaching certificate or administrator certificate, District verification that the person's certification is valid.

The background check may include any other matters the district deems relevant, such as verifying references, school transcripts, and prior employment, as may be permitted by law.

If the criminal history check report, criminal records check report, or any other report discloses that the person has been convicted of a listed offense as defined in MCL 28.722, and the District verifies the conviction using public records, the District must not employ the person or allow the person to regularly and continuously work under contract in any of its schools. If any of the reports disclose that the person was convicted of a felony as defined in MCL 761.1, and the felony is not a listed offense, and the district verifies the conviction using public records, the District must not employ the person or allow the

person to regularly and continuously work under contract in any of its schools unless the Superintendent and the Board specifically approve the employment or assignment in writing.

Employment offers are contingent on the Superintendent's or designee's review of the background check results.

All the information the district obtains via the criminal history check report, criminal records check report, or any other report that discloses that the person has been convicted of a listed offense will be maintained pursuant to 4205-AG-1.

5. Confidentiality

All the information the District obtains via the criminal history check report, criminal records check report, or any other report that discloses that the person has been convicted of a listed offense are to be considered confidential and will not be released except pursuant to 4205-AG-1(C)(5). Violation of confidentiality is a misdemeanor punishable by a fine up to \$10,000.

Notification from the Michigan Department of Education or Michigan State Police about a District employee's criminal conviction is exempt from FOIA for the first fifteen (15) days until the information is verified. Once verified, only information regarding physical or sexual abuse may be released. The employee may release the information with written authorization.

D. Other Post-Offer Considerations

The district will not make disability-related medical inquiries or inquire about an applicant's disability-related requested accommodation(s) until after a conditional job offer is made, consistent with Policy 4105. Based on the physical and mental demands of a position, an examination and/or drug test may be required following a conditional offer of employment. The examination will be performed by a healthcare provider identified by the Superintendent or designee at the district's expense.

Legal authority: MCL 28.722; MCL 380.1230, 380.1230a, 380.1230b; MCL 761.1

Date adopted: 12/14/2020

Date revised: 2/14/2022.

Criminal Background Affidavit

The undersigned, the owner or authorized officer of the below-named firm (the "Firm"), pursuant to the criminal background compliance certification requirements of Van Buren Public School's (the "School District") hereby represents and warrants that the Firm has performed and/or will perform sufficient criminal background checks, including at a minimum, an Internet Criminal History Tool ("ICHAT") (or equivalent for non-Michigan residents) for all of its owners, employees, agents, representatives, contractors, and/or other personnel who will be on any School District premises to carry out the services contemplated by the contract documents. The Firm further hereby certifies that no owner, employee, agent, representative, contractor, and/or other personnel of the Firm will be on any School District premises if they are a registered criminal sexual offender under the Sex Offenders Registration Act, Public Act 295 of 1994, or have been convicted of "Listed Offense" as defined under Section 722 of the Sex Offenders Registration Act, MCL 28.722.

The Firm further acknowledges that if it is found to have submitted a false certification or otherwise fails to comply with the requirements of this certification, the School District may immediately terminate the contract.

	FIRM:
	NamcofF1RM
	By:
	lts:
STATE OF)) ss.	
COUNTY OF) ss.	
This instrument was acknowledged before	me on the day of, 2022, by
	Notary Public
	County, My
	Commission Expires: Acting in the
	County of:

00 1153 PREQUALIFICATION CRITERIA BIDDER

BIDDER PREQUALIFICATION SPECIFICATION

Satisfactory evidence of the following items must be submitted by the two (2) apparent low bidders for prequalification approval prior to attending a post-bid meeting with the Construction Manager and Architect. Bidders who: 1) do not submit all requested data, 2) do not meet criteria shown or 3) who present inaccurate data, may not be offered a subcontract. Submission of a bid proposal shall be evidence that the Bidder understands and agrees that the Construction Manager has the right to reject as non-responsive any bid proposal which is not in full compliance with these criteria.

I. Financial Criteria:

- A. Net Worth: Provide audited or reviewed financial statements for the last two fiscal years.
- B. Work-in-Progress Schedule: Provide a complete work-in-progress schedule for all work under contract, showing % complete.

Complete Davenport Brothers Construction Company Prequalification Form found within this specification section. This complete form along with the attachments requested will be utilized by the Owner and the Construction Manager to determine if a bidder is qualified for award of contract. If requested and submitted at least fourteen. (14) days prior to bid, the CM will provide this evaluation before a bidder tenders a proposal. Bidders who elect to be qualified after a proposal is submitted understand the CM has the right to not qualify a bidder and thus reject a proposal as non-responsive.

II. Insurance:

- A. A letter from your agent or actual certificate of insurance which provides the following coverages and limits:
 - Commercial general liability: \$1 million Occurrence, \$2 million Aggregate coverage naming the Owner and all of its employees, agents and consultants and CM or General Contractor as additionally insured parties.
 - 2. Auto Liability: \$1 Million Combined Single Limit coverage (or \$1 million Bodily Injury and \$1 million Property Damage).
 - 3. Employer's Liability: \$500,000.
 - 4. Worker's Compensation: Statutory coverage for the state in which the work is performed.
- B. Insurance shall be proffered by U.S. domiciled firm, licensed to conduct business within the State of Michigan and rated by A.M. Best as A-, financial category FSC IV or better.
- C. Policy shall not be canceled or withdrawn unless it is replaced by a policy with no lapse in coverage which meets the same criteria for the duration of the contract through completion of the two-year warranty obligation.

III. Bonds:

- A. Provide a bid bond from a surety acceptable to the Project Manager and Owner.
- B. Bonds shall be proffered by U.S. domiciled firm licensed to conduct business within the State of Michigan, U.S. Treasury listed, and rated by A.M. Best as A-, financial category FSC IV or better.

IV. IV. Safety:

- A. Provide evidence of worker's compensation experience modification rating (EMR). An EMR of less than one (EMR<1.0) is desired. Provide explanation for any EMR > 1.0.
- B. Evidence that the worker's compensation agent and carrier will provide statutory coverage for this project and Employer's Liability Coverage with policy limits not less than \$500,000 per occurrence per person.
- C. Provide a copy of the firm's written safety policy accompanied with an attestation by a corporate officer to fully comply with Davenport Brothers' Construction Safety & Health Program Manual, all OSHA/MIOSHA regulations, and other published work rules on this project.

V. Work Experience and Technical Ability:

- A. Provide a list of at least three (3) contracts of comparable size and complexity, all of which were under this firm's contractual responsibility. Other factors which would indicate risk management of adjacent operations, protection of active utilities and maintenance of site security will also be considered as evidence of technical ability. Identify client, property owner, designer and/or engineer, scheduled completion date and actual completion date, and contact person(s) for these contracts.
- B. Provide the resume of all supervisory or key personnel who will commit at least 50% of their time to this project. Minimum related experience should be one (1) year for each \$100,000 of project contract.
- C. Certify your firm's intent to perform at least thirty (30) percent of this Work with your own forces. Describe any work you may subcontract. (Note: No single subcontract may exceed fifty 50% of your contract without Project Manager and Owner written authorization).
- D. How long has your firm been in business? At this location? Under this name (Describe other names)?
- E. Have you ever failed to complete a contract? (If YES- describe).
- F. Have you ever placed a claim against a client or had a claim placed against your firm?
- G. Has your firm ever been involved in a litigated or arbitrated case?
- H. On one page or less, describe any other unusual expertise, equipment, or ability of your firm to fulfil this contract.

VI. Ability to perform at multiple locations:

A. Provide the ability to work at both site locations at same time with different personnel. Due to the short schoolwork schedule, if you bid a total lump sum for both schools you will be required to have staff and work at both locations at same time. Jumping a crew from one location to another location will not be allowed. If your scope of work is minimal and you can maintain your scope of work without affecting another trades schedule, then through discussions with CM Manager you may be allowed to work at one location at a time.

SEE FORM WHICH FOLLOWS

BIDDER PREQUALIFICATION FORM

Subcontractors:

Please complete the following information. This information will assist Davenport Brothers in selecting subcontractors who are eligible to participate in Davenport Brothers projects.

Executive: _ Manager: _ Superintendent: _	be bidding: umbers in your fir <u>Name</u>	Email: m for inquiries (Please li fa	ax numbers if availa <u>Mobile #</u>	
reas of work you will names and phone nu Executive: Manager: Superintendent:	be bidding: umbers in your fir <u>Name</u>	Office #	ax numbers if availa <u>Mobile #</u>	ble):
names and phone nu Executive: Manager: Superintendent:	umbers in your fir	Office #	ax numbers if availa <u>Mobile #</u>	ble):
Executive: _ Manager: _ Superintendent: _	<u>Name</u>	Office #	ax numbers if availa <u>Mobile #</u>	ble):
Manager: _ Superintendent:				Email
Manager: _ Superintendent:				
Superintendent: _				
•				
ccountant: _				
ber of staff employed	d by firm:	Office:	Field: _	
rm in compliance with	h EEO requireme	nts?		Yes ☐ No ☐
ses (WBE), small s, Service-disabled s, and/or similar his escribe your owners	business concer veteran owned storically disadva	rns including Veteran- small business, HUE antaged business con	owned small BZONE small cerns? If so,	Yes □ No □
before? If so, what jo	ob and what year			Yes □ No□
	firm a Minority Busses (WBE), small s, Service-disabled s, and/or similar hilescribe your owners hip of your firm. r firm ever worked for before? If so, what jumpleted?	firm a Minority Business Enterprise ses (WBE), small business concers, Service-disabled veteran owneds, and/or similar historically disadvalescribe your ownership and what outship of your firm. In firm ever worked for Davenport shefore? If so, what job and what year ompleted?	rm in compliance with EEO requirements? firm a Minority Business Enterprises (MBE), Women-Ownses (WBE), small business concerns including Veterans, Service-disabled veteran owned small business, HUEs, and/or similar historically disadvantaged business contescribe your ownership and what outside agency has certified hip of your firm. It firm ever worked for Davenport before? If so, what job and what year	firm a Minority Business Enterprises (MBE), Women-Owned Business ses (WBE), small business concerns including Veteran-owned small s, Service-disabled veteran owned small business, HUBZONE small s, and/or similar historically disadvantaged business concerns? If so, lescribe your ownership and what outside agency has certified the business hip of your firm. In firm ever worked for Davenport shefore? If so, what job and what year ompleted?

II. FINANCIAL CRITERIA

- A. Attach complete independently audited or reviewed financial statements, for the last two fiscal years.
- B. Attach a Work in Progress Schedule.
- C. List Annual sales for last three years:

		<u>Year/Amount</u>	<u>Ye</u>	ar/Amount	<u> </u>	Year/Amount
	D.	Are payroll taxes and fringe benefits If not, please explain:			,	Yes 🗌 No 🗌
	E.	Bank Reference. How long has yo	ur firm used th	is bank as its prir	nary bank?	Years
		Name/Address	Con	tract Person	<u> </u>	elephone No.
	F.	What is your current line of credit?	How mu	ch is currently out	standing (owned	I online)?
	G.	What is your bond rate?				
III.	INS	SURANCE				
		A. Name, Address and Telephone	Number of Ge	neral Liability and		ensation/Employer Insurance Carrier:
		B. Name, Address and Telephone	Number of Ge	neral Liability and		ensation/Employer / Insurance Agent:
IV.	во	NDING				
	A	a. Name, Address and Telephone N	umber of Bondi	ng Company (sur	ety):	
	Е	B. How long have you had a relations	ship with your E	Bonding Company	(surety)?	
	C	C. Name, Address and Telephone N	umber of Bond	ing Agent:		
	С	Total bonding capacity:				
	E	Single project bonding limit:				
	F	. Value of work currently bonded:				
V.	SA	FETY				
	A.	Workers' Compensation experience	modifier in the	last three years:		
		<u>Year</u> <u>EMR</u>	<u>Year</u>	<u>EMR</u>	<u>Year</u>	<u>EMR</u>

VI. WORK EXPERIENCE AND TECHNICAL ABILITY

_	Project Name/ Address	CM/GC	CM/GC Contact	Architect	_	chitect ontact
_	<u>Owner</u>	Project Name	B. List owner refe Contract C Amount	erences for the a completion Date	bove three larg Contact Person	gest projec Phon Numb
_	C. Who will be your S	Supervision to be used on	the project (attach res	ume):		
	D. List all signatory u	nion affiliations and/or typ	ical trades to be used	if not union:		
_		nion affiliations and/or typ				
_	E. Percent of work to F. Contracts: 1. Has firm ever 2. Has firm failed 3. Has firm been		rn forces (i.e., Not sub nt? reorganization?	contracted): Yes Yes Yes Yes	No No No No	
	F. Contracts: 1. Has firm ever 2. Has firm failed 3. Has firm beer 4. Has your firm	be performed by your ow been terminated by a clie d to complete a contract?	n forces (i.e., Not sub- nt? reorganization? ms, litigation, or arbitra	contracted): Yes Yes Yes Yes Ation? Yes	No No No]]]] tt.
	F. Contracts: 1. Has firm ever 2. Has firm failed 3. Has firm beer 4. Has your firm	been terminated by a clied to complete a contract? In involved in bankruptcy of ever been involved in clai	n forces (i.e., Not sub- nt? reorganization? ms, litigation, or arbitra	contracted): Yes Yes Yes Yes Ation? Yes	No No No]]]] t.
	E. Percent of work to F. Contracts: 1. Has firm ever 2. Has firm failed 3. Has firm been 4. Has your firm * If you answer ATTEST: THE BIDDER UNDERS OBJECTIVE CRITERIA UNDERSTAND THAT DE MEET DAVENPORT BE SIGNATURE BELOW, I	been terminated by a clied to complete a contract? In involved in bankruptcy of ever been involved in clai	rn forces (i.e., Not sub-	Yes Yes Yes Yes Yes ation? Yes omit details on a E BOTH SUBJEC FOR THIS PROJE BID PROPOSAL ON CRITERIA AN	No N	
	E. Percent of work to F. Contracts: 1. Has firm ever 2. Has firm failed 3. Has firm beer 4. Has your firm * If you answer ATTEST: THE BIDDER UNDERS OBJECTIVE CRITERIA UNDERSTAND THAT II MEET DAVENPORT BE SIGNATURE BELOW, II UNDERSTAND THAT II	been terminated by a clied to complete a contract? involved in bankruptcy of ever been involved in claired yes to any of the above TANDS THAT DAVENPORT TO EVALUATE YOUR FIRDAVENPORT BROTHERS IN ROTHERS'S WRITTEN BID CERTIFY THAT ALL OF THE	rn forces (i.e., Not sub- rn forces (i.e., Not sub- rnt? reorganization? ms, litigation, or arbitra e questions, please sub- r BROTHERS WILL US W'S QUALIFICATIONS I MAY NOT ACCEPT OUF DER PREQUALIFICATIONS I HE ABOVE INFORMATIONS TO REJE	contracted): Yes Yes Yes Ation? E BOTH SUBJECT FOR THIS PROJET BID PROPOSAL ON CRITERIA AN ON IS CORRECT CT OUR BID PRO	No N	

002113 INSTRUCTIONS TO BIDDERS

- 1. Bids are to be submitted **electronically** via Building Connected.
 - A. Bids for all bid categories must be received on or before the bid opening date and time.
 - B. A link to the Building Connected project can be found in Section 00 0116 Notice to Bidders.
- 2. BID DOCUMENTS: Bid documents for this project are available on the project bidding site. Instructions for accessing the bid documents are at the 00 1116 Notice to Bidders.
- 3. SCHEDULE: Work on this bid package must be performed according to the Milestone Schedule, which is described in Section 01 3216 Project Scheduling, herein.
- 4. PRE-BID MEETING: A Pre-Bid Meeting will be held at the location and time listed in Section 00 1116 Notice to Bidders. Contract Documents and Project Scope will be reviewed, and guestions will be answered.
- 5. SITE INSPECTION: Procedure and schedule will be reviewed with all Bidders at the Pre-Bid Meeting. Inspection of the work areas is required but must not interfere with the Owner's ongoing activities.
- 6. HAZARD COMMUNICATION STATEMENT: Under no circumstances are Bidders to disturb Asbestos Containing Materials (ACM) or other hazardous materials without appropriate engineering controls. The Owner's Hazard Communication Program and MSDS sheets appropriate to the facility are also available from the Construction Manager or the Owner at the site.
- 7. EXTRA WORK FEES: For any additional work performed upon authorization of Owner, Bidder agrees to accept the following fees:
 - A. There will be a fee of (A, B or C per schedule below) applied to total cost of labor if completely quoted within fourteen (14) days of authorization. Extra work fee shall be reduced as shown on the schedule below if not completely quoted within fourteen (14) days. Reimbursable labor must be expended at the Project Site and must include hourly wage rate plus all insurance, taxes, health and welfare contributions and other employee benefits. No other miscellaneous fees, allowances, off site labor, or Overhead costs are allowed; overhead includes all costs not directly expended at the Project Site. All change requests shall include a complete breakdown of labor, material, equipment, hours, rates & costs including breakdown of subcontractor and supplier costs when requested by the CM.

There will be a fee of (A, B or C per schedule below) applied to total cost of material. Total cost of materials includes applicable sales tax.

- B. There will be a fee of (D, E or F per schedule below) applied to the quote of a subcontractor's work performed for a Bidder. These fees shall be acceptable as full compensation for extra work including all Bidder overhead and profit.
- C. Additional bond premiums will be allowed at net invoice charge. A breakdown of all wages, material and vendor invoices must be submitted with all extra work to contracts.
- D. Markups are based on amounts determined after all applicable discounts are applied. Costs exclude warehousing, small tools or estimating charges that are part of overhead.
- E. Extra Work Fee Schedule if agreed upon between Contractor and Owner A = 10% for extra work request to main contract holder

- CREDIT FOR WORK DELETED: Should any work be deleted from Contract by order of Owner, full cost savings realized thereby will be credited to Owner.
- 11. UNIT PRICES: Unit prices quoted shall be acceptable to the Subcontractor as full compensation for extra work required by the Owner <u>and</u> as just credit to the Owner for work deleted from the Contract after reduction by the contractually allowed mark-up for overhead and profit. The submission of required Unit Prices is <u>mandatory</u>. Bid Proposals submitted without required Unit Prices may be rejected. It is agreed that the decision to utilize or not to utilize Unit Prices for changes in the Work will be made at the discretion of the Construction Manager or the Owner.

12. MATERIAL ALLOWANCES:

- C. Purchase product/material under allowance only as specified, or as directed by the Construction Manager. The amount of allowance includes net cost of product, delivery to the site and applicable taxes. In addition to the amount of the allowance, included in Base Bid, for inclusion in Contract Sum, Contractor's costs for handling at site including unloading, uncrating and storage; protection from elements, from damage; labor, installation and finishing; other expenses (e.g., testing, adjusting and balancing) required to complete installation; overhead and profit.
- D. After selection of material by Architect/Engineer and Owner, the contract prices will be adjusted by Change Order to reflect charges, plus or minus, from the allowance.
- E. Selection of product/material: the Architect/Engineer will consult with Contractor in consideration of product/material and suppliers, make selection, designate product, or material to be used and notify the Contractor in writing to designate product size, color and texture, supplier, and cost. The Contractor shall assist and make appropriate recommendations to the Architect/Engineer in determining qualified suppliers. The Contractor will also obtain proposals from suppliers when requested by the Architect/Engineer. The Contractor will notify the Architect/Engineer, in writing, of the anticipated effect the selection will have on contract sum and duration. The Contractor is responsible for arranging delivery, unloading, prompt inspection of product for damage and defects, and submitting claims for transportation damage.
- F. Unused funds included under allowances shall be credited to the Owner by deduct Change Order prior to approval of Final Application for Payment.
- G. Material Allowances are indicated in the Scope of Work descriptions at the end of this section.

13. GENERAL/SCOPE ALLOWANCES:

- A. Provide labor and material for scope of work as directed by the Construction Manager. Work performed under general/scope allowance(s) shall be quoted in a similar manner as Extra Work, as described in Item 9 of this section.
- B. Unused funds included under allowances shall be credited to the Owner by deduct Change Order, prior to approval of Final Application for Payment.
- C. General/Scope Allowances are indicated in Scope of Work descriptions at the end of this section.
- 14. REQUESTED ALTERNATES: Subcontractor agrees that prices quoted for Requested Alternates (to be quoted on Bid Form) shall be acceptable as full compensation for work thus described in the drawings, specifications, and Instructions to Bidders. Subcontractor understands the Owner reserves the right to elect to utilize these prices at the discretion of the Construction Manager and the Owner. It is understood that this Subcontractor's performance and timeliness in the Work described as Lump Sum Base Bid will be considered in the decision to authorize this Subcontractor to proceed with any Alternates. It is also agreed that the Owner may elect to add or delete any or all Alternates to or from a Subcontractor's Work at any time during the project, as is practical, for the stipulated sums quoted. The Owner and the Construction Manager reserve the right to award this Contract on the basis of any combination of Requested and Voluntary Alternates, if in their best interest to do so.

15. VOLUNTARY ALTERNATES: Submit Voluntary Alternates at location indicated on Proposal Form or on Bidder's company letterhead clearly labeled as:

"VAN BUREN PUBLIC SCHOOLS, SAVAGE, ANDTYLERELEMENTARY SCHOOL SECURED ENTRY RENOVATIONS

VOLUNTARY ALTERNATE(S)"

Voluntary Alternates must be adequately detailed to allow acceptance or rejection as presented. The Owner may not consider Voluntary Alternates if the requested Lump Sum Base Bid, Unit Prices, and Requested Alternates are not offered. The Owner and the Construction Manager reserve the right to award this Contract on the basis of any combination of Requested and Voluntary Alternates, if in their best interest to do so.

16. PERFORMANCE AND LABOR AND MATERIAL BONDS

- A. The bidder, if awarded the Contract, may be required by the Owner or the Construction Manager to provide, a Performance Bond and a Labor and Material Payment bond, covering up to the full amount of the Contract sum as security for the faithful performance of all work under the Contract and payment of all charges in connection therewith. Such bonds must be furnished within 15 days of the request for the bonds. The cost to provide performance and labor and material payment bonds will be priced as a separate add option (Refer to the Bid Proposal Form). Bonds signed by attorney-in-fact must be accompanied by a certified and effectively dated copy of their power of attorney. Performance and labor and material payment bonds will not be required for proposals less than \$50,000.00. Davenport Brothers Construction Company shall be the named obligee, and the Owner may be named dual obligee on the bonds.
- B. It is required that the surety company complies with the following:
 Insurance and Surety companies shall be deemed qualified and acceptable in connection with Contractor bonding and insurance requirements under said contracts only if such companies have a policy holders rating of A- or higher and a financial category not less than Class IV or better, as shown on Best's Key Rating Guide, latest edition.
- 16. BIDDERS EXAMINATION OF PREMISES AND THE CONTRACT DOCUMENTS: Each Bidder shall visit the site(s) to become familiar with local conditions affecting the job. Each Bidder shall take their own measurements and be responsible for the correctness of those measurements. Each Bidder shall be held to have made such examinations, and no allowances will be made in their behalf by reason of error or omission on their part. If any portion of the Bidder's work depends, for proper results, upon existing conditions, the Bidder shall notify the Construction Manager of any conditions or defects that will affect the results. Failure to notify will constitute the Bidder's acceptance of the conditions.

Each Bidder shall examine the bidding documents carefully. If the documents require interpretation or correction of any inconsistency, ambiguity, or error, the Bidder will notify the Construction Manager in writing at least seven (7) days prior to the bid due date for clarification by written addenda. If such interpretation is not requested, the bid will be presumed to be based on the interpretation and instructions given by the Architect, and / or Construction Manager after the Subcontractor Agreement is executed, and in accordance with the terms of that Agreement. Only a written interpretation or correction prior to the bid due date will be binding. Neither the Owner, Architect nor Construction Manager will be responsible for any verbal explanations or interpretations of the Contract Documents.

Plans, diagrams, and other descriptive information that depict existing conditions are provided for scope identification and scheduling purposes only - dimensions should not be scaled. Quantities, elevations, measurements, and locations shown may have been approximated and/or gathered from dated, incomplete original construction documents. Therefore, this data should not be used for bidding purposes without field verification by the bidder.

The Contract Documents are intended to provide sufficient information and intent for the Bidder to assume responsibility for all Work and Materials necessary for proper completion of the Work. The Bidder's own site inspection or contract document review of the work areas shall be relied upon on.

Failure to request any required written clarification by addenda and submission of a Bid Proposal shall constitute acceptance of all contract document terms and conditions.

Each bidder, by submitting a bid, represents that the bidder has read and understands the bidding documents, has satisfied himself as to the extent of the proposed work by personal examination of the site and surroundings, is familiar with the local conditions and weather extremes under which the work is to be performed and has made his own estimate there from of the equipment, labor, facilities and difficulties attending the performance and completion of the work.

17. SUBSTITUTIONS

A. To obtain approval to use unspecified products in the base bid, bidders shall submit written requests at least ten (10) days before the bid date and hour. Each such request shall include a complete description of the proposed substitute and the name and specification section of the material or equipment for which it is to be substituted. Requests shall clearly describe the product for which approval is requested, including all data necessary to demonstrate acceptability. If the product is acceptable, the Architect will approve it in an Addendum issued to all plan holders of record. Reference Section 00 4325 Substitution Request Form for the form to use for this process.

18. BIDDING PROCEDURES

- A. A bid is invalid if it is not received electronically prior to the time and date for receipt of bids indicated in the advertisement or prior to any extension thereof issued by addendum to the bidders. Bids received after the time and date for receipt of bids will not be opened.
- B. Prior to the receipt of bids, addenda will be posted to Building Connected. No addendum will be issued later than three (3) days prior to the date for receipt of bids except an addendum, if necessary, postponing the date for receipt of bids or withdrawing the request for bids. Each bidder shall ascertain, prior to submitting a bid, that he/she has reviewed all addenda issued and shall acknowledge such on the Bid Proposal Form.
- C. All bids must be signed as follows:
 - 1. Corporations: Signature of official shall be accompanied by a certified copy of the resolution of the board of directors authorizing the individual signing to bind the corporation.
 - 2. Partnerships: A certified copy of the power of attorney authorizing the individual signing to bind all partners shall accompany the signature of one partner. If a certified copy of the partnership's certificate submitted with the bid indicates that all partners have signed, no authorization is required.
 - 3. Bids submitted by joint ventures shall be signed by one of the joint ventures and shall be accompanied by a certified copy of the power of attorney authorizing the individual signing to bind all the joint ventures. If a certified copy of the joint venture's' certificate submitted with the bid indicates that all joint ventures have been signed, no authorization is required.
 - 4. Individual signing on our own behalf: No authorization is required.
 - 5. Individual signing on behalf of another: Power of attorney or comparable evidence of authority shall accompany bid.
- D. Bids shall be submitted via Building Connected.
- E. No responsibility shall be attached to the Construction Manager, the Owner, or the authorized representatives of either one, for the premature opening of any proposal that is not properly addressed, delivered, and identified.
- F. The bidder shall assume full responsibility for timely delivery of bid to the designated bid net location.
- G. Negligence in preparation, improper preparation, errors in and/or omissions from the bid shall not relieve the bidder from fulfillment of all applicable obligations and requirements of the Contract documents.

19. CONSIDERATION OF BIDS

- A. The bidder acknowledges the right of the Owner to reject any or all bids and to waive any informality or irregularity in any bid received. In addition, the bidder recognizes the right of the Owner to reject a bid:
 - 1. If the bidder fails to furnish any required bid security, or fails to submit the data required by the bidding documents; or
 - 2. If the bid is in any way incomplete or irregular; or
 - If the bidder's performance as a contractor was unsatisfactory under a prior contract for the construction, repair, modification, or demolition of a facility with the Owner or the Construction Manager; or
 - 4. For known poor performance by the bidder; or
 - 5. Inadequate financial condition.
- B. It is the intent of the Owner to award a Contract to the lowest responsible bidder provided the bid has been submitted in accordance with the requirements of the bidding documents and does not exceed the funds available.
- C. Bidders may be requested to submit to the Construction Manager a properly executed Contractor's Qualification Statement or other informational format specified by the Construction Manager after bid opening. Bidders shall be prepared to submit their most recent audited financial statement prior to the Construction Manager making an award of contract. Simple balance sheets will not be acceptable.

20. BID SECURITY

- A. A bid security will be required for all proposals.
- B. All proposals over \$50,000 shall be accompanied by a satisfactory bid bond executed by the bidder and an approved security company in an amount of not less than five percent (5%) of the final base bid sum. For bids less than \$50,000 a certified check in the amount of 5% of the bid will be allowed as bid security.
- C. The amount of the bid bond shall be forfeited to the Owner upon failure of the successful bidder to enter into a contract within fifteen (15) days after acceptance of the proposal.
- D. The providing of security hereunder shall entitle the Owner to recover the full amount of the difference between the bid submitted and the amount for which the Owner ultimately contracts for the work, but not more than the 5% bid bond.
- E. Bid security signed by attorney-in-fact must be accompanied by a certified and effectively dated copy of their power of attorney.
- F. The bid security shall be made out to Van Buren Public Schools
- G. Minimum surety requirements are included herein under requirements for Performance and Labor and Material Bonds.

21. WORKFORCE DIVERSITY FOR SUBCONTRACTORS AND SUPPLIERS

A. Bidders are encouraged to make a continuous effort to broaden their business relationships with Minority Business Enterprises (MBE), Women-Owned Business Enterprises (WBE), and small business concerns including Veteran-owned small business, Service-disabled veteran owned small business, HUBZONE small business, and similar historically disadvantaged business concerns. For the purposes of this provision, suppliers are considered subcontractors. If third parties are needed to fulfill contractual obligations, bidders are encouraged to consider all qualified sources, including WBE, MBE, small business subcontractors and other historically disadvantaged business concerns.

22. AWARD OF TRADE CONTRACTS

A. Prevailing Wages or Federal Davis – Bacon Prevailing Wages and reporting requirements are not required for this project.

23. SCOPE OF WORK DESCRIPTIONS:

Bidders of ALL Work Categories shall include all Work, compliance, and costs for compliance with the Appendices, the Bidding Requirements, General Conditions, Supplementary Conditions, General Requirements (Specification Sections 00 0001 through 01 7000) and Drawings/Specifications as prepared by Integrated Design Solutions dated October 9, 2023, including all addenda. Emphasis is placed on the following requirements, which are stated below for emphasis and clarity. All Bidders of any category must include:

- A. Development of a complete understanding of other work categories and provide continuous coordination with interfacing trade contract work of other categories.
- B. All layout, control points and engineering required for work of the category being bid as required to execute the work, and as defined in these specifications.
- C. Labor, tools, equipment, incidental hardware, and materials required to receive, unload, store, protect and install work of the category as well as materials furnished by other categories but required to be installed as a requirement of the category being bid.
- D. Bidders shall be aware that compliance with the Davenport Brothers Construction Safety & Health Program Manual will be required of each subcontractor and/or sub-subcontractor, in addition to compliance with all Federal and State OSHA standards. Bidders should take specific note of the following points of emphasis in the most recent revision of the Davenport Brothers Construction Safety & Health Manual.
- E. Submittal within ten (10) days of award, as defined by Section 01 3300.
- F. Continuous trash removal and clean up required per Section 01 7000 Execution Requirements.
- G. Bidders shall be aware of delivery requirements to accommodate the completion schedule of this project and shall include all expediting and overtime costs to allow for completion and turnover as shown in the milestone schedule. It is the Bidder's responsibility to prepare and submit shop drawings and other submittals in a timely manner to accommodate the milestone and progress schedule and prevent delays to the project.
- H. The documents necessary for preparation of a responsive bid in this category are the technical specifications and drawings prepared by Inegrated Design Solutions, dated October 9, 2023.
- I. Comply with VBPS background check policy. The Criminal Background Disclosure Affidavit must be provided prior to starting work on site.
- 24. PROJECT DOCUMENT MANAGEMENT: All project documents, including but not limited to Drawings, Specifications, Bulletins, Addenda, Field Mark-Ups, RFI, sketches, Punch Lists, and Warranty Issues, will be managed and distributed exclusively through Procore application. All successful bidders are required to have an account on this application for the duration of the entire Project, including the warranty period. All field supervisors are required to be in possession of an electronic tablet (iPad preferred) with a cellular data plan included and a minimum of 32 GB storage. Document management and quality control will be administered via electronic devices in the field, using Procore.
- 17. LEAN: Lean initiatives will be implemented throughout the project to improve reliability, planning, quality, safety, and team performance. This may require attendance by the project manager and supervisor at periodic pull planning and phasing meetings. The site supervisor must attend weekly planning meetings and daily onsite huddles. Subcontractors shall input, maintain, and update their work activities, workforce, and issues.
- 25. BID BREAKDOWN: A completed Bid Breakdown is required to be submitted by bidders invited to a Post-Bid Interview. The Excel Bid Breakdown templates will be uploaded to the Building Connected files section prior to the Bid Due Date and will also be emailed with the Post-Bid Interview invite.
 - The bid breakdown information is used to evaluate bids for completeness and helps the Davenport Brothers estimating department to confirm quantities and unit pricing.
 - This information is not considered an SOV and if your company is awarded this scope of work, you will
 have an opportunity to make changes prior to finalizing.
 - You may modify the excel file as needed as long as you are providing an equal level of detail.

SEE SCOPES OF WORK DESCRIPTIONS THAT FOLLOW:

Bid Category 07-01 Roof Work

Specification Sections

07 5300 EPDM Membrane Roofing 07 6200 Sheet Metal Flashing and Trim 07100 Manufactured Roof Specialties

This scope of work will be bid out at later date by CM.

Bid Category 02-01: Demolition

A. INCLUDES

Except for those items (if any) specifically noted to be excluded as defined below, the work of this bid category shall include all the work and contract requirements according to Division 1 complete, including all bid requirements, Contract Documents; General and Supplemental Conditions, and General Requirements. Should any conflict exist between this written scope of work and the scope of work inferred by the Division 1 General Requirements, or the technical specifications listed below, the work required by this bid category description should govern. Work of this bid category specifically includes the work of the technical specification sections listed below, in their entirety, unless otherwise noted within this work category description:

Specification Sections

02 4119 Selective Demolition

B. CLARIFICATIONS

These clarifications supplement, amplify, and clarify the work described in the above listed technical specifications and drawings. The scope of work for this bid category includes, but is not limited to, the following:

- 1. Provide all demolition work required is not necessarily limited to what is shown on the demolition plan. The intent is to remove all mechanical, electrical, and architectural items required to facilitate new construction.
- 2. Complete exterior concrete removal and off-site removal of concrete for Savage and Tyler Schools according to plans Savage School 1.C1.2 and Tyler School 1.C2.5
- 1. Provide labor and equipment to remove edge of existing exterior SOG. After removal of exterior wall locations, cut floor area back enough to remove damaged concrete floor area to create a level floor joint to attach and dowel new concrete SOG. to existing Concrete SOG.
- 3. 02-01 Demolition Contractor to include any excess soils to be removed to grade from removed concrete area is to within 4" on interior SOG and 6' on Exterior Concrete, concrete replaced by 03-01 Concrete 03-01 is to accept Demolition subgrade + or 1/10th.
- All demolitions are complete, as shown on demolition including legal disposal according to demolition plan 1.A1.1
- 3. Review all key notes and legend on drawing demolition plans 1.A1.1
- 4. This includes mechanical, plumbing & electrical components drawing M5.1 that have been cut/capped & made safe for demo by other trades shown on these drawings unless noted otherwise.
- 5. Provide demolition of lighting fixtures & conduit only on E demolition sheets after electrical contractor has disconnected circuiting and fixtures have been made safe for demolition.
- 4. Provide your own dumpsters.
- 6. Any items to be salvaged and turned over to the owner be by this bid category unless noted in exclusions. Projectors will be removed by VBPS.
- 5. Any demolition required that is adjacent to existing to remain shall be removed in a fashion that does not damage such surfaces. This includes cutting as required to provide surfaces suitable to adjoining new work.
- Repairing or replacement of any work because of over demolition will be this contractor's responsibility. Coordinate selective demolition with CM and other trades.
- 7. Provide safety signage during demolition
- 7. Provide cover for any holes and make safe per MIOSHA requirements.
- 8. Allow electrical contractors to salvage access control hardware prior to demolition of doors.
- 9. Contractors shall provide temporary dustproof partitions with doors at locations indicated and/or as required to adequately separate occupied areas from construction hazards, noise, and/or dust. refer to specifications for additional information. coordinate all locations with architect's/owner's representative.
- 10. Refer to mechanical and electrical demolition sheets for additional information.
- Provide L&M to salvage brick from entry brick wall clean up brick and stack on a pallet for 04-01 Masonry Contractor to use around existing windows.
- 9. Daily cleanup of work areas of trash, debris, dirt, etc.
- C. EXCLUDED
 - a. None.
- D. ALLOWANCES
 - a. None.
- E. REQUESTED ALTERNATES
 - a. None.

Category 03-01: Concrete

A. INCLUDES

Except for those items (if any) specifically noted to be excluded as defined below, the work of this bid category shall include all the work and contract requirements according to Division 1 complete, including all bid requirements, Contract Documents; General and Supplemental Conditions, and General Requirements. Should any conflict exist between this written scope of work and the scope of work inferred by the Division 1 General Requirements, or the technical specifications listed below, the work required by this bid category description should govern. Work of this bid category specifically includes the work of the technical specification sections listed below, in their entirety, unless otherwise noted within this work category description:

B. Specification Sections

03 3000 Cast-In-Place Concrete 07 2100 Thermal Insulation (partial) 07 9200 Joint Sealants (partial) 03 3000 - Cast-In-Place Concrete

CLARIFICATIONS

These clarifications supplement, amplify, and clarify the work described in the above listed technical specifications and drawings. The scope of work for this bid category includes, but is not limited to, the following:

- 1. Provide all concrete including formed continuous foundations, slab on grade (SOG), SOG infills inside the existing building and replace all site concrete. Note: 1.A1.1 shows SOG infills for this bid category is responsible for.
- 1. Bid Category 03-01 is responsible to construct the building pad to +/- .1" from the bottom of slab elevation. Bid Category 03-01 Concrete to accept the building pad from Bid. Category 02-01 Demolition Contractor, 0-01 Concrete Contractor is to recompact, fine grade, dispose of excess spoils, replace sand, etc. as required for installation of foundations, walls, slabs, etc. installed by this bid category.
- 2. Coordinate with underground plumbing, mechanical and electrical trades to facilitate installation of underground piping, conduit, etc. Allow underground trades to complete installations, fine grade, recompact, and place foundations & slabs. The MEP trades will excavate, backfill and recompact excavations required for their scope of work, as necessary. Grade will be restored to within +/- .1' from the bottom of slab elevation.
- 2. Provide all layout and control points required to complete the work of this bid category. Cross check all control with the control survey by CM.
- 3. Provide all reinforcing steel, rigid insulation, and vapor retarder under concrete slabs and joint. sealants, water-stops, and vapor barrier, joint expansion cap and/or waterproofing associated with concrete foundations and slabs. Include horizontal and vertical insulation at slab edges.
- 4. Provide concrete washouts, assure all concrete trucks utilize this location only. Clean up any debris left elsewhere on-site daily, legally dispose of concrete from the washout on a regular basis and as required.
- 5. Protect walls and other finishes during concrete installation and remove over-splash as required.
- 3. Utilize curing methods and products compatible with final finishes.
- 4. Provide concrete frost blocks for exterior doors.
- 5. Install & maintain dowel caps while on site.
- 6. Provide appropriate barriers, safety fencing or barricades around all excavations & work areas and confirm they are in place at the end of each shift.
- 7. Provide any dewatering associated with this scope.
- 6. Include generators & temporary lights required for the use of this scope.
- 7. Temporary construction roads/drives are provided by bid category 31-01. Repair & regrade ruts/damage to the temporary construction roads/drives caused by the operations of this bid category.
- 8. Materials testing, special inspections and building envelope commissioning will be conducted by the Owner's selected testing agencies. This bid category shall coordinate inspections, testing,

etc. as required with the testing agents/inspectors and the Construction Manager. Provide safe access to work areas for Owner's testing agents/inspectors. Coordinate schedules for work to allow all specified testing, special inspections and building envelop commissioning. All costs for additional testing due to failed tests & inspections, including fees and costs incurred by the Architect, Owner, and Owner's Representative shall be paid for by this bid category.

- 8. Including excavation, spoil removal, backfill for foundations.
- 9. Provide topsoil and grass seed at edges of sidewalk replacement.
- C. EXCLUDED

None.

D. ALLOWANCES

None.

E. REQUESTED ALTERNATES

Provide a Unit cost to add exterior 6" thick concrete sidewalk with excavations and 4" Stone base per sq. ft.

Category 04-01: Masonry and Cast Stone

A. INCLUDES

Except for those items (if any) specifically noted to be excluded as defined below, the work of this bid category shall include all the work and contract requirements according to Division 1 complete, including all bid requirements, Contract Documents; General and Supplemental Conditions, and General Requirements. Should any conflict exist between this written scope of work and the scope of work inferred by the Division 1 General Requirements, or the technical specifications listed below, the work required by this bid category description should govern. Work of this bid category specifically includes the work of the technical specification sections listed below, in their entirety, unless otherwise noted within this work category description:

Specification Sections

02 4119 Selective Demolition (partial)

B. CLARIFICATIONS

These clarifications supplement, amplify, and clarify the work described in the above listed technical specifications and drawings. The scope of work for this bid category includes, but is not limited to, the following:

- B. Provide masonry demolition for exterior windows.
- C. Provide all L & M per 04 2000 cmu block.
- B. Provide all L & M per 04 2000 brick.
- C. Provide L & M per 04 7200 cast stone sills.
- D. Provide a full-scale mockup of the masonry.
- E. Provide L & M 07 9100 performed foam sealants.
- F. Provide L & M 07 6200 metal flashing.
- G. Provide L & M firestopping at the top of masonry partitions were indicated or as required.
- H. Provide dumpsters for the work of this bid category.
- I. Provide L&M to unload and install all items from Bid Category 05-01: Structural Steel
- J. Provide L & M reinforcing steel, masonry joint reinforcement, ties and anchors, embedded flashing, miscellaneous masonry accessories, control joint material, and bond breaker as required for a complete masonry system.
- K. Provide L & M insulation in masonry wall cavities and expansion joints where indicated.
- L. Grout masonry solid as indicated and grout all hollow metal frames and steel bearing locations in new masonry construction. Include all required structural grouting.
- M. Coordinate masonry installation with embedded items from interfacing contractors and provide boxouts as required.
- N. Provide all openings required for mechanical & electrical penetration.
- O. Receive, unload, inventory, store, protect, and install loose lintels, shelf angles, bearing plates, embeds, and other miscellaneous steel furnished by bid category 05-01.
- P. Include L & M for cleaning, washing, and sealing of all masonry veneers. Protect adjacent finishes from these products. Clean all mortar drips and splatter off all surfaces daily.
- D. Provide any masonry anchors and support required at structural steel to Bid Category 05-01 during the installation of the structural steel.
- E. Provide maintenance of ½" treated plywood over sidewalk areas.
- Q. Take extreme caution of new sidewalk during Masonry work not to damage or crack existing sidewalk from equipment weight.
- F. Provide L&M 04 2000 tooth-in salvaged brick at new window locations.
- R. Daily cleanup of work areas of trash, debris, dirt, etc.
- S. Provide all layout required to complete the work of this bid category.
- G. Provide samples of color code for colored items for submittal approval
- T. Provide a Mockup of Brick and Block before ordering any materials.
- U. This Category is not responsible for Category 03-01: Concrete imbeds, dowels or anchors.
- C. EXCLUDED

None.

D. ALLOWANCES

None.

E. REQUESTED ALTERNATES

None.

Bid Category 05-01: Structural Steel

A. INCLUDES

Except for those items (if any) specifically noted to be excluded as defined below, the work of this bid category shall include all the work and contract requirements according to Division 1 complete, including all bid requirements, Contract Documents; General and Supplemental Conditions, and General Requirements. Should any conflict exist between this written scope of work and the scope of work inferred by the Division 1 General Requirements, or the technical specifications listed below, the work required by this bid category description should govern. Work of this bid category specifically includes the work of the technical specification sections listed below, in their entirety, unless otherwise noted within this work category description:

Specification Sections

05 5000 Metal Fabrications

B. CLARIFICATIONS

- Provide shop drawing submittal as required for the work of this bid category.
- 2. Provide all structural steel, and misc. metals shown.
- 3. Provide all steel embedded items, including but not limited to; Large steel lintel bearing plates, loose lintels, angles, and all other items to be embedded in concrete and masonry work to the site in a timely manner to maintain the construction schedule. Furnish all steel lintels, supports, and plates at penetrations that are shown on the architectural or structural drawings. Coordinate handoff of embedded items (tagged & unloaded) with Bid Categories 03-01 & 04-01.
- 4. Include all required shop priming, galvanizing, or coatings as required. Leave all steel clean and ready for application of fireproofing or other finishes as indicated. Touchup and re-prime steel, as necessary.
- 5. Provide and Include Taxes and Delivery to Site.
- 6. Category 04-01: Masonry and Cast Stone to unload materials.
- C. EXCLUDED None.
- D. ALLOWANCES None.
- E. REQUESTED ALTERNATES None.

Bid Category 06-01: General Trades

A. INCLUDES

Except for those items (if any) specifically noted to be excluded as defined below, the work of this bid category shall include all the work and contract requirements according to Division 1 complete, including all

bid requirements, Contract Documents, General and Supplemental Conditions, and General Requirements. Should any conflict exist between this written scope of work and the scope of work inferred by the Division 1 General Requirements, or the technical specifications listed below, the work required by this bid category description should govern. Work of this bid category specifically includes the work of the technical specification sections listed below, in their entirety, unless otherwise noted within this work category description:

Specification Sections

06 1000 Rough Carpentry

06 4023 Interior Architectural Woodwork

07 2100 Thermal Insulation

07 2700 Fluid-Applied Membrane Air Barriers

07 4213 Formed Metal Wall Panels

07 8413 Fire-stopping

07 9200 Joint Sealants

08 1113 Hollow Frames

08 1416 Flush Wood Doors

08 3113 Access Doors and Frames

08 7100 Door Hardware

09 2216 Non-Structural Steel Framing

09 2900 Gypsum Board

10 1100 Visual Display Units

10 2800 Toilet, Bath, and Laundry Accessories 10

10 4413 Fire Protection Specialties

12 2413 Roller Window Shades

B. CLARIFICATIONS

- 1. Provide L & M for all exterior and interior metal carpentry per Integrated Solutions
- 2. Provide L & M for 06 1000 plywood & 07 2100 insulation at roof curb cap locations, 07 6200 metal flashing by 07-01 Roofing. See Detail 14/A5.4 as an example.
- 3. Provide L & M for rough carpentry including but not limited to wood blocking around all doors and window openings as indicated, roof edge and parapet framing and plywood backing/blocking.
- 4. Provide and install all access doors and panels indicated on the plans.
- 5. Coordinate rough openings with interiors contractor, and exact location with MEP trades.
- 6. Provide L & M for all joint sealants and concealed blocking in gypsum partitions where required for installation of work by this bid category.
- Provide all wood doors, hollow metal frames, wood doors and hardware associated with the doors provided by this bid category.
 - Provide all hardware installations per manufacturer's written templates and installation instructions.
 - ii. Provide and install factory glazing for wood doors.
 - Once doors are hung, provide colored or numbered temporary construction cores in all door hardware locksets.
 - Provide permanent keys, pinned cores, etc. Coordinate keying information with CM and owner.
 - v. Install final cores after substantial completion.
 - vi. Provide power operated door package door assembly (all hardware from hardware distributor to bid category 08-01: aluminum, glass & glazing
 - vii. Provide access control system per note #1 on Drawing 1.A9.2
 - viii. Verify openings are correct before beginning work. Once installation begins, proper door operation is the responsibility of this bid category.

- ix. Adjust doors, hardware, seals, latches, and other components to demonstrate ten successful sequential open, close, lock, and un-lock cycles. Repeat as necessary and document this effort for the Construction Manager. Provide final commissioning by a manufacturer-authorized technician one month prior to substantial completion and a written report for the inspection of all doors and hardware. Make all required repairs before substantial completion.
- x. The hs4 system is a door hardware access control system. LaForce is one of the companies that is certified to complete this work.
- 8. Provide L & M for all exterior and interior framing and drywall work for exterior framed envelope walls, interior walls, partition walls, soffits, gypsum ceilings etc. including accessories, thermal and acoustical batt insulation, gypsum board, gypsum sheathing, acoustic ceilings, etc. to provide a complete framing, drywall, and ceiling package.
- Provide L & M for all fire safing, fire caulking, acoustic caulking, and sealing of stud and gypsum board
 partitions to meet the indicated rating or assembly requirements. Penetration firestopping by MEP
 trades
- 10. Provide L & M for all ceiling framing and drywall for drywall ceilings.
- 11. Provide L&M for 5/8" drywall with complete finishing prepped and ready for painting.
- 12. Provide L&M for reflected ceiling's 3/A0.1 Drawing A2.1
- 13. Provide L&M to patch 09 5113 acoustic lay-in ceiling panel noted on Drawings.
- 14. Coordinate and install all hanger wire for lay-in grid ceilings.
- Coordinate and cut holes in ceiling tiles for light fixtures, speakers, cameras, etc. If applicable
- 16. Provide L&M to install gypsum board bulkhead, refer to typical detail 3/A2.1 Drawing A5.1
- 17. Provide L & M to install 07 4213 metal panel soffits with 07 4215 cover flashing and 07 4213 formed. metal wall panel on 07 2700 air / moisture barrier on 06 1000 3/4" plywood sheathing on 05 4000 4" metal stud detail 4/A4.1 Drawing A4
- 18. Provide L&M to install 07 4213 formed metal wall panel with all accessories and 07 4215 cover flashing.
- 19. Provide L & M to provide and install all 10 2800 toilet, bath, and laundry accessories 1/A2.1-A6.1
- 20. Provide L & M for 10 2800 18"x36" framed mirrors.
- 21. Include L & M for all tile backer board for interior applications as required.
- 22. Provide L & M to install 10 1100 visual display units.
- 23. Provide L & M for 10 4413 fire protection specialties.
- 24. Provide L & M for 12 2413 roller window shades.
- 25. Provide I & M for 07 9200 Joint Sealants
- 26. Provide partition reinforcement at locations of wall mounted equipment. refer to details of typical requirements at new construction. conditions may vary at existing partitions (consulate with other trades for locations).
- 27. Build a 6' Wide Plywood walkway from existing sidewalk through front entryway over the door stoop foundations to use. during construction for subcontractors (plywood walkway will be removed by CM prior to 03-01 concrete contractor installing new concrete stoop slab and adjacent exterior sidewalks)
- 28. Coordinate and install access panels provided by others where necessary. Provide additional metal framing as required to install access panels.
- 29. Ceiling grid openings will be flagged for mechanical system balancing. Flagged locations are left open and accessible for balancing, installation of ceiling tiles at identified locations will be after balancing.
- 30. Provide all expansion joint systems integral with gypsum partition and acoustic ceiling systems. Provide L & M for all caulking and sealants integral with work of this bid category, including drywall to masonry joints, acoustic sealants, intersections of gypsum board partitions and other areas where partitions are installed adjacent to dissimilar materials.
- 31. Provide 2 cases of ceiling tile and labor required to remove and replace ceiling tile damaged during construction. Ceiling tile to match existing.
- 32. Provide maintenance of ½" treated plywood over sidewalk areas during construction.
- 33. Take extreme caution of new sidewalk during work not to damage or crack existing sidewalk from equipment weight.
- 34. Daily cleanup of work areas of trash, debris, dirt, etc.
- 35. Provide all layout required to complete the work of this bid category.
- 36. Provide samples of color code for colored items for submittal approval
- 37. Provide ΜΥΛΛΙΟΝ ΜΟΥΝΤΕΔ ΧΑΡΔ ΡΕΑΔΕΡ϶σ
- 38. Provide MYAAION MOYNTE Δ A Δ A BYTTON \ni Σ
- 39. ΡΟΥΓΗ ΙΝ ΒΑΧΚ ΒΟΞ ΦΟΡ ΝΕΤΩΟΡΚ ΙΝΤΕΡΧΟΜ ΣΤΑΤΙΟΝ Σεε Δοαφίνν 1.Ε7.1
- 40. ΡΟΥΓΗ ΙΝ ΒΑΧΚ ΒΟΞ ΦΟΡ ΦΙΡΕ ΑΛΑΡΜ ΠΥΛΛ ΣΤΑΤΙΟΝ Σεε Δραωινγ 1.Ε7.1

- i. Hardware for aluminum doors will be furnished under this section, but installed under Bid category 06-01: general trades and bid category 08-01: aluminum, glass & glazing.
- ii. Electrified hardware will be furnished under this section but installed by the security contractor.
- ii) EXCLUDED None.
- iii) ALLOWANCES None.
- iv) REQUESTED ALTERNATES None.

Bid Category 07-01-Direct-Applied Finish Systems

A. INCLUDES

Except for those items (if any) specifically noted to be excluded as defined below, the work of this bid category shall include all the work and contract requirements according to Division 1 complete, including all bid requirements, Contract Documents; General and Supplemental Conditions, and General Requirements. Should any conflict exist between this written scope of work and the scope of work inferred by the Division 1 General Requirements, or the technical specifications listed below, the work required by this bid category description should govern. Work of this bid category specifically includes the work of the technical specification sections listed below, in their entirety, unless otherwise noted within this work category description:

<u>Specification Sections</u> 07 2423 Direct-Applied Finish Systems

B. CLARIFICATIONS

- 1. Provide L & M for 07 2423 system on approved 1/2" sheathing on metal studs.
- 2. Take extreme caution of new sidewalk during Masonry work not to damage or crack existing sidewalk from equipment weight.
- 3. Provide small samples of finish surface that is to be supplied.
- 4. Daily cleanup of work areas of trash, debris, dirt, etc.
- 5. Provide all layout required to complete the work of this bid category.
- 6. Provide samples of color code for colored items for submittal approval
- C. EXCLUDED None.
- D. ALLOWANCES
- E. REQUESTED ALTERNATES None.

Bid Category 08-01: Aluminum, Glass & Glazing

A. INCLUDES

Except for those items (if any) specifically noted to be excluded as defined below, the work of this bid category shall include all the work and contract requirements according to Division 1 complete, including all bid requirements, Contract Documents; General and Supplemental Conditions, and General Requirements. Should any conflict exist between this written scope of work and the scope of work inferred by the Division 1 General Requirements, or the technical specifications listed below, the work required by this bid category description should govern. Work of this bid category specifically includes the work of the technical specification sections listed below, in their entirety, unless otherwise noted within this work category description:

Specification Sections

08 1600 FRP-Faced Composite Doors and Frames 08 4113 Aluminum-Framed Storefronts 08 7100 Door Hardware (partial) 08 8000 Glazing (partial) 08 8813 Fire-Rated Glazing (partial)

B. CLARIFICATIONS

- 1. Provide L & M to all exterior and interior 08 4113 aluminum framed storefront w/ 08 8000 1" insulated glazing refer to window schedule.
- 2. Provide L & M for Aluminum Windows types on drawing A9.3
- 3. Comply with glass glazing schedule A9.3
- 4. Provide L & M with all glazing systems and all related accessories including but not limited to aluminum sills, break metal, clips, closure trim, and any other components necessary for a complete installation. Provide blocking and insulation at exterior glazing installations.
- 1. Provide L & M for all joint sealants for all storefront and glazing installations, including water seal caulking at exterior and interior water barriers of glazing systems and at locations adjacent to dissimilar materials. Provide head, jamb, and sill trim and flashing around exterior glazing and wherever required to achieve water seal. Provide touch-up, adjustment, re-caulking, and re-flash of exterior systems as required prior to substantial completion.
- 2. Provide L & M for all expansion joint systems integral with glass and glazing systems. Provide joint firestopping at the storefront and glazing systems where required.
- 3. Provide L & M for trim/closure angle at interior storefront and glazing systems to allow for moderate slab variances. Caulk to floor prior to floor finish installations.
- 4. Provide all interior glazing in wood doors.
 - 08 4113 aluminum framed storefront w/ 08 8000 1" insulated glazing refer to door and window schedule.
- Clean and polish all aluminum, glass, stainless steel, or other exposed finish surfaces in accordance with manufacturer's instructions. No burrs, sharp edges, frayed wires, or other sharp points which may cause discomfort or injury will be accepted.
- 6. Provide door hardware for all doors provided by this bid category. Provide thresholds, ensure proper slope, and caulk undersides. Provide blank covers at all keyway cores.
- 7. Collect some of the Hardware from Bid Category 06-01: General Trades
- 8. Provide 07 6200 Sheet Metal Flashing and Trim associated with the storefront system.
- 9. Provide all flashings integral with glazing installations to achieve a weather tight assembly.
- 10. Include installation of flashings furnished by other trades required. Pay specific attention to end dams and overlaps of flashing materials.
- 11. Coordinate installation of wood blocking with the Division 6 bid categories.
- 12. Provide final cleaning of all glass and aluminum frame components, both interior and exterior, within five days prior to Owner occupancy.
- 13. Daily cleanup of work areas of trash, debris, etc.
- 14. Provide all layout required to complete the work of this bid category.
- 15. Provide sample of product in the finished material and color for approval

- C. EXCLUDED
 - 1. None.
- D. ALLOWANCES
 - 1. None.
- E. REQUESTED ALTERNATES
 - 1. None.

Bid Category 09-01: Soft Flooring

A. INCLUDES

Except for those items (if any) specifically noted to be excluded as defined below, the work of this bid category shall include all the work and contract requirements according to Division 1 complete, including all bid requirements, Contract Documents; General and Supplemental Conditions, and General Requirements. Should any conflict exist between this written scope of work and the scope of work inferred by the Division 1 General Requirements, or the technical specifications listed below, the work required by this bid category description should govern. Work of this bid category specifically includes the work of the technical specification sections listed below, in their entirety, unless otherwise noted within this work category description:

Specification Sections

09 6513 Resilient Base and Accessories 09 6543 Linoleum Flooring 09 6813 Tile Carpeting

B. CLARIFICATIONS

- Provide carpet, Linoleum flooring, wall base, and accessories for complete systems. Including, but not limited to, reducer strips, transition strips, thresholds, adhesives, and related accessories, etc. to transition between flooring materials and all other finish surfaces. Extend flooring under casework and fixtures and provide resilient base at all casework and millwork installations.
- 2. Include all surface cleaning, preparation, and skim coat/leveling as required to install flooring per manufacturers recommendations. Patch all minor defects.
- 3. Provide all layout and field engineering required for work of this bid category in accordance with manufacturer's recommendations. When laying out a space, take adjacent rooms into account. When a workroom is between 2 rooms, layout all three rooms together so the transitions at the entrances are consistent or so they flow through consistently.
- 4. Include moisture testing of the concrete slab on grade, as specified; coordinate with CM 8 weeks in advance of any flooring activities to complete testing. Provide CM with copies of the test results and a marked-up drawing showing the locations.
- 5. Include a high moisture adhesive (such as Forbo EZ-On 100) that complies with the flooring manufacturer specifications and recommendations.
- 6. Furnish and install the appropriate floor protection after installation. Including walking floor protection along all corridors for primary foot traffic, and including removal, prior to final turnover.
 - 7. Provide cleaning and vacuuming for the installed flooring. Provide surface cleaning of all adhesives, residues, and protective coatings and flooring scraps and other surface blemishes before punch- list activities.
- 8. Daily cleanup of work areas of trash, debris, etc.
- 9. Provide all layout required to complete the work of this bid category.
- 10. Provide samples of color code for colored items for submittal approval
- 11. Floor Grinding will be incidental to this category.
- 12. Floor Level will be incidental to this category (Contractor to review levelness wit CM Prior to placing Flooring.)
- A. EXCLUDED
 - 1. None.
- B. ALLOWANCES
 - 1. None.
- C. REQUESTED ALTERNATES
 - 1. None.

Bid Category 09-02: Hard Tile

D. INCLUDES

Except for those items (if any) specifically noted to be excluded as defined below, the work of this bid category shall include all the work and contract requirements according to Division 1 complete, including all bid requirements, Contract Documents; General and Supplemental Conditions, and General Requirements. Should any conflict exist between this written scope of work and the scope of work inferred by the Division 1 General Requirements, or the technical specifications listed below, the work required by this bid category description should govern. Work of this bid category specifically includes the work of the technical specification sections listed below, in their entirety, unless otherwise noted within this work category description:

Specification Sections

09 3000 Tiling

E. CLARIFICATIONS

- 1. Provide hard tile, for 09 3000 porcelain floor tile, 09 3000 wall tile, 09 3000 tile base Thresholds, edge strips, transitions, moldings, and accessories as indicated. Extend flooring under casework and fixtures.
- Coordinate installations with bid category 03-01 Concrete, including sloping drains, testing of waterproofing membrane prior to tile installation, and verification of positive drainage after tile installation.
- 3. Provide L & M for 09 3000 marble thresholds (width of frame w/1:2 bevel typ)
- 1. Coordinate work with cement board substrate installation by bid category 09-01, including preparing all inside and outside corners and finishing joints to prepare cement board substrate to receive tile.
- 2. Inspect concrete subfloor conditions with the GC prior to starting work.
- Provide all testing required to confirm the substrate's quality and conformance with the specifications and manufacturer's installation requirements, including moisture testing as necessary until suitable conditions are achieved, and prepare substrate to receive specified flooring by utilizing manufacturer-approved methods.
- 4. Provide portable plug-in, high intensity light stands, protection of adjacent finishes, supplemental ventilation, and temporary signage as necessary to complete the work.
- 5. Provide barricades as required to protect flooring installations until stable.
- 6. Provide all layout required to complete the work of this bid category.
- 7. Provide joint sealants for tile joints or joints where tile installations abut dissimilar materials.
- 8. Provide protection for new flooring installations with 4 mil Visqueen and 1/8" Masonite wall to wall floor protection in all areas. Tape seams of floor protection to eliminate potential trip hazards.
- 9. Provide cleaning and sealing of tile per specifications prior to installing temporary protection and provide final cleaning upon removal of protection prior to owner occupancy.
- 10. Daily cleanup of work areas of trash, debris, etc.
- 11. Provide all layout required to complete the work of this bid category.
- 12. Provide samples of color code for colored items for submittal approval
- 13. Floor Grinding will be incidental to this category.
- 14. Floor Level will be incidental to this category (Contractor to review levelness wit CM Prior to placing Flooring.)
- F. EXCLUDED
 - 1. None.
- G. ALLOWANCES
 - 1. None.
- H. REQUESTED ALTERNATES
 - 1. None.

Bid Category 09-04: Painting & Coatings

A. INCLUDES

Except for those items (if any) specifically noted to be excluded as defined below, the work of this bid category shall include all the work and contract requirements according to Division 1 complete, including all bid requirements, Contract Documents; General and Supplemental Conditions, and General Requirements. Should any conflict exist between this written scope of work and the scope of work inferred by the Division 1 General Requirements, or the technical specifications listed below, the work required by this bid category description shall govern. Work of this bid category specifically includes the work of the technical specification sections listed below, in their entirety, unless otherwise noted within this work category description:

Specification Sections

07 9200 Joint Sealants (partial) 09 9100 Painting 09 9600 High-Performance Coatings

B. CLARIFICATIONS

These clarifications supplement, amplify, and clarify the work described in the above listed technical specifications and drawings. The scope of work for this bid category includes, but is not limited to, the following:

- Provide all interior and exterior painting, including preparation, primer, protection of adjacent surfaces, and clean-up.
- 2. Cleaning and proper preparation of all surfaces to receive paint is required for the work of this bid category. Provide unidentifiable cleaning and removal of dust and debris in areas scheduled to receive new painting prior to starting work, wipe down all existing surfaces schedules to receive new paint, and inspect the finished surfaces. Note that wall surface preparation for new walls is the work of other trades; however, once painting begins in a room, painters shall be responsible for their own re-paint and re-work costs if surfaces are subsequently found to be sub-standard. Include minor spackling, caulking, sanding, and other required surface cleaning and preparation for painting to proceed in a timely manner. Provide minor spackling and touch-ups as necessary to complete the work in a finished state prior to turnover. Touch-ups are defined to include unidentifiable scratches and incidental damage caused in the normal course of construction.
- Provide portable plug-in, high intensity light stands, protection of adjacent finishes, supplemental
 ventilation, and temporary signage as necessary to complete the work. Protect items not scheduled to be
 painted from overspray, including pipe and door frame labels, existing floor finishes, contractor
 equipment, and other items.
- 4. Include 60 hours and paint for misc. paint touch ups to be used in the direction of the CM.
- 1. Provide block filler on masonry construction as early as practical based on field conditions and Construction Manager direction. Prime drywall when conditions and schedule warrants. First coat of finish shall be applied as early in schedule as possible. Work in close coordination with other trades so painting does not take place in rooms where other work is underway. Final coats on all surfaces shall not be installed until later in the project schedule at the Construction Manager's direction to minimize repair and touch-up work. Provide final coat of paint on door frames after furniture moving and installation in a room has been completed. Include sanding of door frames as required for both the first and second finish coats.
- 5. Provide all layout required to complete the work of this bid category.
- 6. Daily cleanup of work areas of trash, debris, etc.
- 7. Provide sample of product in the finish material and color for approval
- C. EXCLUDED

None.

D. ALLOWANCES

None

E. REQUESTED ALTERNATES

Bid Category 23-01: Manufactured Plastic-Laminate-Clad Casework

A. INCLUDES

Except for those items (if any) specifically noted to be excluded as defined below, the work of this bid category shall include all the work and contract requirements according to Division 1 complete, including all bid requirements, Contract Documents; General and Supplemental Conditions, and General Requirements. Should any conflict exist between this written scope of work and the scope of work inferred by the Division 1 General Requirements, or the technical specifications listed below, the work required by this bid category description shall govern. Work of this bid category specifically includes the work of the technical specification sections listed below, in their entirety, unless otherwise noted within this work category description:

Specification Sections

12 3216 Manufactured Plastic-Laminate-Clad Casework

B. CLARIFICATIONS

These clarifications supplement, amplify, and clarify the work described in the above listed technical specifications and drawings. The scope of work for this bid category includes, but is not limited to, the following:

- 1. Provide shop drawings: indicate casework locations, scale plans, elevations, and clearances required.
- 2. Provide L & M for 06 4023 p'lam surface wall framing and laminate.
- 3. Provide L & M for 06 4023 solid surface countertops.
- 4. Provide L & M for 06 4023 plastic laminate work.
- 5. Provide L & M for all upper and lower cabinets.
- 6. Provide L & M for all upper and lower cabinets.
- 7. Provide L & M for reception desk drawing A6.2
- 8. Provide L & M for ADA Sink's
- 9. Provide L & M for 06 4023 counter support brackets.
- 10. Provide L & M tall Cabinets with shelving.
- 11. Provide L & M to Install all Hardware and Accessories
- 12. Provide L & M to Install all solid surface windowsills.
- 13. All counter tops Installed along a wall or equipment are to have 4" backsplash and side splash uon.
- 14. Provide locks on all cabinet doors and drawers uon. All locks should be keyed alike by room, provide master keying.
- 15. Set and secure casework in place rigid, plumb, and level.
- 16. Refer to A9.1 room finish schedule for colors and finishes of materials.
- 17. Daily cleanup of work areas of trash, debris, etc.
- 18. Provide all layout required to complete the work of this bid category.
- 19. Provide openings for plumbing fixtures, appliances, and other fixtures and fittings.
- C. EXCLUDED

None.

D. ALLOWANCES

None.

E. REQUESTED ALTERNATES

None.

Bid Category 23-01: HVAC, Hydronics & Controls

A. INCLUDES

Except for those items (if any) specifically noted to be excluded as defined below, the work of this bid category shall include all the work and contract requirements according to Division 1 complete, including all bid requirements, Contract Documents; General and Supplemental Conditions, and General Requirements. Should any conflict exist between this written scope of work and the scope of work inferred by the Division 1 General Requirements, or the technical specifications listed below, the work required by this bid category description shall govern. Work of this bid category specifically includes the work of the technical specification sections listed below, in their entirety, unless otherwise noted within this work category description:

Specification Sections

07 8413 Firestopping (partial)

Division 20 Complete

20 0500 Common Work Results for Mechanical

20 0513 Common Motor Requirements for Mechanical

20 0519 Thermometers, Pressure Gauges, Meters, and Accessories 20

0523 Valves

20 0529 Hangers and Supports for Mechanical 20

0548 Vibration Control

20 0553 Mechanical Identification

20 0700 Mechanical Systems Insulation

20 1100 Plumbina & HVAC Pipina

Division 22 Complete

22 1119 Plumbing Specialties

22 4000 Plumbing Fixtures

Division 23 Complete

23 0593 Testing, Adjusting and Balancing for HVAC 23

0900 Instrumentation and Control for HVAC

23 2123 Hydronic Pumps

23 3100 HVAC Ducts and Casings

23 3300 Duct Accessories

23 3400 Fans

23 3713 Diffusers, Registers and Grilles

23 4000 Air Purification System

23 6313 Air-Cooled Condensers

23 7313 Modular Indoor Air-Handling Units

23 7315 Packaged Air-Handling Units

B. CLARIFICATIONS

- 1. Provide L & M for all Plumbing and Mechanical work per drawings MR.0-M8.1
- 2. Prior to demolition of an area, 23-01 to temporarily cap the mechanical and plumbing prior to 02-01 starting demolition.
- 3. 02-01 is responsible for all demolition.
- 4. 23-01 is to cut all new penetrations in walls, and roof as required.
- 5. 23-01 to Provide sleeves or formed box-outs, firestopping, fire sealant (at rated assemblies), and joint sealant (at non-rated assemblies) at all penetrations in masonry and drywall partitions.
- 6. Lay out and coordinate the location of penetrations in new walls for bid categories 04-01 and 06-01 and or make provisions to have them cut in after the walls are installed.
- 7. Provide L & M for variable air volume, fan schedule, hot water cabinet unit heater grille, register and diffuser schedule drawing M7.1
- 8. All controls work noted on M plans is by this bid category.
- 9. Take care to not remove any portions required for partial system to be kept online.
- 10. Provide all work associated with disconnecting/capping/preparing for new connections of piping as noted on M demolition drawings for 02-01 demolition contractor.
- 11. For HVAC Piping M new work drawings, include all keynotes in their entirety.

- 12. Provide mechanical roof curb.
- 13. Coordinate new plumbing layout with demolition contractor 02-01 demolition contractor.
- 14. Demolition contractor to saw cut and remove existing concrete for 23-01 contractor.
- 15. Submit shop drawings and product data for all equipment, materials, valves, plumbing and heating specialties, pipe hangers, wiring diagrams and control diagrams including but not limited to items indicated in drawings and specifications.
- 16. Provide L & M fixture and ductwork submittals as shown on MR.0 M8.1
- 17. Daily cleanup of work areas of trash, debris, etc.
- 18. Provide all layout required to complete the work of this bid category.
- 19. Provide samples of color code for colored items for submittal approval
- C. EXCLUDED

None.

D. ALLOWANCES

None.

E. REQUESTED ALTERNATES

None

Bid Category 26-01: Electrical

A. INCLUDES

Except for those items (if any) specifically noted to be excluded as defined below, the work of this bid category shall include all the work and contract requirements according to Division 1 complete, including all bid requirements, Contract Documents; General and Supplemental Conditions, and General Requirements. Should any conflict exist between this written scope of work and the scope of work inferred by the Division 1 General Requirements, or the technical specifications listed below, the work required by this bid category description shall govern. Work of this bid category specifically includes the work of the technical specification sections listed below, in their entirety, unless otherwise noted within this work category description:

Specification Sections

07 8413 Firestopping (partial)

Division 26 Complete

26 0500 Common Work Results for Electrical

26 0519 Low Voltage Electrical Power Conductors & Cables (0-600V) 26 0526

Grounding and Bonding for Electrical Systems

26 0529 Hangers and Supports for Electrical Systems 26

0533 Raceways and Boxes for Electrical Systems 26 0536

Cable Trays

26 0553 Identification for Electrical Systems

26 0923 Lighting Control Devices

26 0943 Performance Based Networked Lighting Controls 26 2416

Panelboards

26 2726 Wiring Devices

26 2813 Fuses

26 2816 Enclosed Switches and Circuit Breakers 26

2913 Enclosed Controllers

26 5119 LED Interior Lighting

26 5619 LED Exterior Lighting

28 3111 Fire Alarm System - Addressable

B. CLARIFICATIONS

- 1. Furnish all labor, materials, equipment, and supervision required to complete all demolition of existing electrical equipment as specified or indicated. disconnect, remove, and relocate all items as required to facilitate the new construction. coordinate the demolition requirements with all other trades and the new workplans.
- 2. Cut new penetrations in walls, and roof as required. Provide sleeves or formed box-outs, firestopping, fire sealant (at rated assemblies), and joint sealant (at non-rated assemblies) at all penetrations by this bid category in masonry and drywall partitions. Lay out and coordinate the location of penetrations in new walls for bid categories 04,01 and 06,01or make provisions to have them cut in after the walls are installed.
- Provide disconnect/make safe of all lighting circuits to facilitate demolition of lighting fixtures by demolition contractor per the A1.1 demolition sheets.
- Provide demolition of all switches and receptacles complete including boxes, conduit & wire where required on A1.1 demolition plans.
- 22. Provide demolition of exterior building lighting fixtures per A1.1 demolition drawings.
- 23. Provide cut/cap make safe of all mechanical equipment scheduled for demolition by others as noted on M demolition drawings.
- 20. Provide reconnecting of power to all new mechanical equipment as noted in M new work drawings.
- 21. Provide all required electrical disconnects for mechanical equipment.
- 22. This bid category is NOT responsible for all Key Notes on E demolition Drawings assigned to "Technology Contractor." VBPS is hiring the technology contractor directly. 26-01 provides sleeves and all open boxes including floor box as shown on the drawings for the technology contractor.
- 23. Sub-Contractor is (Control Net)
- 24. Any circuiting that crosses over ceilings that are not being removed, this contractor to make accommodations to remove and replace ceilings as necessary to facilitate work.
- 25. Duct detectors are scheduled to be installed on both the supply and returns.

- 26. Remove and replace the exit sign as required for the first sequence. Replace them at the end of construction as required. Refer to the sequencing plan.
- 27. Provide temporary power to the CM double wide trailer at Savage School Remove at the direction of the CM.
- 28. Provide blank cover plates on all unused existing boxes.
- 29. Electrical permit
- 30. Relocation and extension relocate existing fire alarm annunciator panel from existing primary office to new secured entry addition.
- 31. Furnish and install new lighting and controls (use relocated lights as noted on drawings)
- 32. Furnish and install new receptacles as shown on drawings.
- 33. Furnish and install new floor box.
- 34. Empty conduit to ceiling space for low voltage data, ADA push buttons, intercom, and clocks
- 35. Daily cleanup of work areas of trash, debris, etc.
- 36. Provide all layout required to complete the work of this bid category.
- 37. Provide samples of color code for colored items for submittal approval
- C. EXCLUDED
 - 1. None.
- D. ALLOWANCES
 - 1. None.
- E. REQUESTED ALTERNATES
 - 1. None

00 3132 INFORMATION AVAILABLE TO BIDDERS

PART 1 - GENERAL

- 1. APPENDICES TO THESE SPECIFICATIONS BY REFERENCE HEREUNDER AFTER AWARD OF CONTRACT
 - A. Bid Breakdowns
 - B. AIA A201 General Conditions (Unedited)
 - A. Billing Sample AIA G702
 - C. Billing Sample AIA G703
 - D. Billing Stored Materials Instructions
 - B. Billing Sworn Statement Instructions W Authorization Form
 - E. Davenport Brothers Purchase Order Template
 - C. Davenport Brothers Safety & Health Program (SF010WI)
 - D. Davenport Brothers Subcontract Template
 - F. VBPS Policy 4205 Hiring and Background Checks & Criminal Background Disclosure Affidavit
- 2. REQUEST FOR INFORMATION FORM (Within this Section)
- 3. PREVAILING WAGES.
 - G. Prevailing Wages are not required for this project.

SECTION 00 4343 WAGE RATE FORM

			WAGE	VAILIONI
Date:	REQUEST	FOR INFORMATION	RFI No.	
Contact:				Yes No
Phone:	Job Name:	Job Name: Van Buren Public Schools, Savage, and Tyler Elementary School Secured Entry Renovation	Attachments:	Yes No
Fax:			Architect:	
	Job No.			
Subject:				
Reference:			Spec. Section:	
Pomuooti				
Request:				
Architect's Response:				
Architect's Response:				
Response By:		Date:		
Email to mark@davenportbrothe	ers.com			

00 4343-1

00 4343 WAGE RATE FORM

Van Buren Public Schools, Savage, and Tyler Elementary School Secured Entry Renovation HOURLY TRADE RATES FOR EXTRA WORK

The following is a request for an itemized cost breakdown of labor rates for all labor classifications that your company will be paying on the above-mentioned project. Your submittal will help speed up our evaluation and processing of extra work.

COMPANY NAME:				
TRADE:		CLASSIFICATION:		
UNION LOCAL NO:	TELEPHONE: _			
TAXABLE BASE LABOR RATE:		\$		
FRINGE BENEFITS: Pension Vacation Health Apprentice Etc.		\$		
TOTAL WAGE			\$	
INSURANCE & TAXES: FICA MESC FUTA W/C		\$		
SUBTOTAL (WAGE + INSURANCE + TAXES	5):		\$	
SUBTOTAL (ALL COSTS):			\$	
OVERHEAD & PROFIT (10% x ALL COSTS):			\$	
TOTAL SELLING RATE (ALL COSTS & 10%)			\$	
ADD FOR FOREMAN:			\$	
EFFECTIVE THROUGH:				

Attach additional sheets, as necessary. Labor rates quoted are to be actual cost as described in Specification Section 00 2113 Instructions to Bidders, Paragraph 9. This form is to be completed for each trade/classification and submitted to the CM within 2 days after bid if requested, or within 14 days of award of subcontract if not requested prior.

00 5100 CONSTRUCTION MANAGER / SUBCONTRACTOR AGREEMENT & PURCHASE ORDER

PART 1 GENERAL

- 1. Davenport Brothers Construction's Subcontract Agreement between Construction Manager and Subcontractor is hereby made part of these Specifications.
- 2. Davenport Brothers Construction's Purchase Order between Construction Manager and Supplier is hereby made part of these specifications.
- 3. These documents will be used with no exceptions. A copy of each of these agreements is available on the project bidding site for reference.

00 6216 INSURANCE CERTIFICATES

PART 1 GENERAL

1. Certificates of Insurance are to include the following coverages:

GENERAL LIABILITY INSURANCE

Occurrence box must be checked OR \$ 2,000,000 General Aggregate OR \$ 2,000,000 Products – Comp/Op Aggregate OR \$ 2,000,000 Products – Comp/Op Aggregate + Umbrella \$ 3,000,000 Personal & Adv. Injuries OR \$ 1,000,000 Personal & Adv. Injuries + Umbrella \$ 2,000,000 Each Occurrence OR \$ 1,000,000 Each Occurrence + Umbrella \$ 2,000,000 AUTOMOBILE LIABILITY INSURANCE OR \$ 1,000,000 Combined Single Limit OR \$ 1,000,000 Combined Single Limit + Umbrella \$ 2,000,000 Bodily Injury (per person) \$ 1,000,000 Bodily Injury (per accident) or Property Damage (per accident) \$ 1,000,000 Bodily Injury (per person) + Umbrella \$ 2,000,000						
General Aggregate + Umbrella \$ 3,000,000 Products - Comp/Op Aggregate OR \$ 2,000,000 Products - Comp/Op Aggregate + Umbrella \$ 3,000,000 Personal & Adv. Injuries OR \$ 1,000,000 Personal & Adv. Injuries + Umbrella \$ 2,000,000 Each Occurrence OR \$ 1,000,000 Each Occurrence + Umbrella \$ 2,000,000 AUTOMOBILE LIABILITY INSURANCE Combined Single Limit OR \$ 1,000,000 Combined Single Limit + Umbrella \$ 2,000,000 OR Bodily Injury (per person) \$ 1,000,000 \$ 1,000,000 Bodily Injury (per accident) or Property Damage (per accident) \$ 1,000,000 Bodily Injury (per person) + Umbrella \$ 2,000,000						
Products – Comp/Op Aggregate OR \$ 2,000,000 Products – Comp/Op Aggregate + Umbrella \$ 3,000,000 Personal & Adv. Injuries OR \$ 1,000,000 Personal & Adv. Injuries + Umbrella \$ 2,000,000 Each Occurrence OR \$ 1,000,000 Each Occurrence + Umbrella \$ 2,000,000 AUTOMOBILE LIABILITY INSURANCE Combined Single Limit OR \$ 1,000,000 Combined Single Limit + Umbrella \$ 2,000,000 OR Bodily Injury (per person) \$ 1,000,000 \$ 1,000,000 Bodily Injury (per accident) or Property Damage (per accident) \$ 1,000,000 Bodily Injury (per person) + Umbrella \$ 2,000,000						
Products - Comp/Op Aggregate + Umbrella \$ 3,000,000 Personal & Adv. Injuries OR \$ 1,000,000 Personal & Adv. Injuries + Umbrella \$ 2,000,000 Each Occurrence OR \$ 1,000,000 Each Occurrence + Umbrella \$ 2,000,000 AUTOMOBILE LIABILITY INSURANCE Combined Single Limit OR \$ 1,000,000 Combined Single Limit + Umbrella \$ 2,000,000 OR Bodily Injury (per person) \$ 1,000,000 \$ 1,000,000 Bodily Injury (per accident) or Property Damage (per accident) \$ 1,000,000 Bodily Injury (per person) + Umbrella \$ 2,000,000						
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Bodily Injury (per accident) + Umbrella \$2,000,000						
Property Damage + Umbrella \$2,000,000						
EXCESS LIABILITY INSURANCE						
Umbrella \$ 10,000,000						
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
Statutory Limits box must be checked						
Each Accident (Employers Liability) OR \$500,000						
Each Accident + Umbrella \$ 1,500,000						
Disease – Policy Limit (Employers Liability) OR \$500,000						
Disease – Policy Limit + Umbrella \$ 1,500,000						
Disease – Each Employee (Employers Liability) OR \$500,000						
Disease – Each Employee + Umbrella \$ 1,500,000						
PROFESSIONAL LIABILITY INSURANCE (required for all Professional Service Vendors)						
Each Claim \$ 2,000,000						
Aggregate \$ 2,000,000						
POLLUTION LIABILITY INSURANCE						
Each Claim \$ 2,000,000						
Aggregate \$ 2,000,000						

SECTION 00 6216 INSURANCE CERTIFICATES

- 1. All liability insurance policies shall name Davenport Brothers Construction Company, Van Buren Public Schools and Integrated Design Solutions as additional insured parties and shall be non- contributory and primary coverage for the additional insureds. The form used for additional insured coverage shall be on form CG 2010, 1985 edition, or equivalent, and shall not exclude products/completed operations hazard coverage. The completed operations coverage shall be kept in effect for 3 years following completion of the Subcontractor's work. Note: G17957B is not acceptable.
- 2. Notice of Cancellation or Change is required for a minimum of 30 days prior and must be listed on the Certificate of Insurance.

00 7200 GENERAL CONDITIONS

PART 1 GENERAL CONDITIONS

1. Pursuant to the Subcontract Agreement and/or Purchase Order, the contract between Contractor and Owner together with all the General, Supplemental, special, and other conditions, and any general requirements thereof are incorporated and made part of these specifications.

01 1100 SUMMARY OF WORK

PART 1 GENERAL

1.1. SECTION INCLUDES

- A. Project Description.
- A. Future Work
- B. Work by Owner
- B. Subcontractor use of premises.
- C. Administrative Responsibilities
- C. Owner furnished products.
- D. Permits, Fees & Notices
- E. Contractor Construction Sequence

1.2 RELATED DOCUMENTS

- A. Drawings and Division 0 General and Supplementary Conditions and other Division 1 Specification Sections, apply to Work of this section.
- A. In Divisions 1 through 33, a reference to the project General Conditions includes by inference all amendments or supplements in the project Supplementary Conditions.

1.3 PROJECT DESCRIPTION

- B. The intent of this Section is to indicate the Work required by the Subcontractor and to provide information regarding the duties, responsibilities, and cooperation required by the Subcontractor, with similar requirements for their subcontractors and suppliers.
- C. The Project is defined to include the Bid Categories described in Section 00 2113: Instructions to Bidders; and each is recognized to be a major part of the project, with Work to be performed concurrently and in close coordination with Work of other Bid Categories.
- D. Related sections:
 - Some sections of the technical specifications (Divisions 1 through 33) may include a paragraph titled "Related Sections". This paragraph is an aid to the Project Manual and is not intended to include all sections which may be related. It is Subcontractor's obligation to coordinate all sections whether indicated under "Related Sections" or not.

1.4 FUTURE WORK

E. Future Contracts for completion of the Project will be awarded and coordination of work will be required between successful bidders of this bid package & successful bidders of future bid packages.

1.5 WORK BY OWNER

- F. Work by Owner is work that the Owner will contract for separately; design, drawings, specifications, and work will be by others per separate contract. The following will be work by Owner:
 - 1. As indicated in drawings or specifically described elsewhere in this Project Manual.

1.6 OWNER FURNISHED PRODUCTS

- G. Products furnished to the site and paid for by Owner:
 - 1. Owner furnished products are indicated on the drawings.
- H. Owner's Responsibilities:
 - 2. Arrange and pay for product delivery to site.
 - 3. On delivery, inspect products jointly with Construction Manager and Subcontractor.
 - 4. Submit claims for transportation damage and replace damaged, defective, or deficient items.
- Subcontractor's Responsibilities:
 - 1. Receive, schedule for delivery and unload products at site; inspect for quantity, completeness, and damage, jointly with Owner and Construction Manager.

- 5. Handle, store, install and protect finished products.
- 2. Repair or replace items damaged until substantial completion.

1.7 USE OF PREMISES, BARRICADES, AND PROTECTION

- A. Subcontractors and their Subcontractors shall be subject to such rules and regulations for the conduct of the work as the Owner or Construction Manager may establish. Employees shall be properly and completely clothed while working. Bare torsos, legs, and feet will not be allowed. Subcontractors and their subcontractors shall recognize that use of vulgar or profane language is cause for immediate dismissal. Drugs, alcohol or other offensive materials or firearms are absolutely prohibited, and violations are cause for summary dismissal and/or criminal prosecution.
- B. Subcontractors shall maintain free access to buildings and areas of the site for designated vehicles, service vehicles, and firefighting equipment and at no time shall block off or close roadways or fire lanes without providing auxiliary roadways and means of entrance acceptable to the Owner. Fire hydrants must remain accessible. Subcontractors shall give the Construction Manager, Owner, and the local fire department at least 48 hours' notice of any such changes of route.
- C. Subcontractors shall not load or permit any part of a structure to be loaded with a weight that will endanger its safety or cause damage to the components of the structure.
- D. The Owner or Construction Manager shall have the option to curtail or delay activities that affect his operations. Should a Subcontractor be asked to stop his work the Subcontractor shall do so immediately and proceed with other activities with no additional cost to the Owner or Construction Manager. Subcontractors are to cooperate with the Owner's representative and Construction Manager in construction operations to minimize conflict, and to facilitate Owner usage.

1.8 ADMINISTRATIVE RESPONSIBILITIES OF SUBCONTRACTORS AND CONSTRUCTION MANAGER

- J. The Construction Manager shall be responsible for the maintenance of the Construction Schedule and the general supervision of every phase of the Work.
- K. Subcontractors shall cooperate with and assist the Construction Manager in the preparation of construction progress and procedures, schedule of product deliveries, and their effect on the overall project progress and completion.

1.9 PERMITS, FEES, AND NOTICES

- L. The Construction Manager will secure the general building permit for the Owner. Each Subcontractor shall secure and pay for other permits, governmental fees, and licenses necessary for the proper execution and completion of his Work, which are applicable at the time the bids are received. Fees to relocate utilities on Owner's property shall be included in the bid of the Subcontractor doing the relocation.
- M. Utility Tie-Ins: Shall be arranged with local utility company and other involved parties for minimum interruption of service.
- N. Shutdowns of existing systems shall be limited to minimum time required and scheduled with other involved parties. Provide two days written notice of shutdown to Construction Manager and Owner.
- O. Inspections of installed work shall be performed by the governing authority as arranged for by the Subcontractor. Work shall not be covered until approved.

1.10 CONTRACTOR CONSTRUCTION SEQUENCE

A. Refer to Project Schedule located in Section 01 3216 – Project Scheduling.

01 2000 **01 2000 PRICE AND PAYMENT PROCEDURES**

PART 1 GENERAL

1.1. SECTION INCLUDES

- A. Schedule of Values.
- B. Applications for Payment.
- C. Change Procedures.
- D. Contested Work

1.2. RELATED SECTIONS

- A. General Conditions (by reference) and Supplementary Conditions (included herein).
- B. Section 01 3300 Submittals.
- C. Section 01 6000 Product Requirements

1.3. SCHEDULE OF VALUES

- A. Submit typed schedule on AIA Form G703 -Application and Certificate for Payment Continuation Sheet.
- B. Submit Schedule of Values within 7 days after Construction Manager-Subcontractor Agreement or Letter of Intent is received (whichever occurs first).
- C. Format: Utilize the Table of Contents of this Project Manual. Identify each line item with number and title of the major specification Section. The Schedule of Values must be approved by the Construction Manager prior to issuance and acceptance of the Subcontractor's first Application for Payment. Provide detail and/or additional breakdown as required by Construction Manager. Submit evidence to substantiate proposed Schedule of Values upon request.
- D. Revise schedule to list approved Change Orders, with each Application for Payment.
- E. Retainage in the amount of 10% will be withheld from all progress payments.

1.4. APPLICATIONS FOR PAYMENT

- A. Submit one (1) copy of each application. The original Application must be submitted on or before the 25th day of each month. Computer generated facsimiles of standard forms are acceptable if they are of like content and size, subject to the Construction Manager's approval.
- B. No application will be processed until the Schedule of Values is submitted and approved.
- C. Review of proposed invoice shall be done at the site in person or email "pencil" before the 20th of the month. No application will be processed until the pencil copy is approved.
 - Percentage completion of a line item will be the percent complete projected through the end of the month.
 - 2. Obtain approval from the Construction Manager prior to purchasing material for early payment of stored material.
 - a. Material must be incorporated in the final work.
 - b. Multiple unit items must be inventoried each month.
 - c. One (1) copy of the invoice from the supplier must be submitted.
 - d. One (1) copy of the executed "Materials Stored Payment Form," along with Construction Manager required proof of title and insurance, must be submitted.
 - 3. Material stored off site will not receive consideration for payment until the Construction Manager receives and approves complete documentation of legal title, insurance, material supply bond, and property security.
 - 4. Stored Material Payment is intended to be used for major items only and only with advance approval by the Construction Manager. Significant savings to the owner may be required to obtain this approval.
 - 5. Stored Material Payment will not be considered for commonly available items.
- D. Content and Format: Utilize Schedule of Values for listing items in Application for Payment.

- E. Waiver of Lien: With each application, submit sworn statements and waivers of lien from every entity who may file a lien arising out of the contract, and related to work covered by the payment.
 - 1. Submit final Application for Payment with final waivers from every entity involved with performance of Work covered by the application who could be entitled to a lien.
 - 2. Waiver Forms: Submit waivers of lien on forms and executed in a manner acceptable to Owner.

1.5. CHANGE PROCEDURES

- A. The Construction Manager may issue a Bulletin which includes a detailed description of a proposed change with supplementary or revised Drawings and specifications, a change in Contract Time for executing the change with a stipulation of any overtime work required and the period of time during which the requested price will be considered valid. Subcontractor will prepare and submit an estimate within fourteen (14) days. Failure to submit such a written claim within fourteen (14) days may be interpreted as the Subcontractors' full acceptance of the Proposed change at a cost or credit to the Owner as determined by the Architect and Construction Manager.
- B. The Subcontractor may propose changes by submitting a request for change to the Construction Manager, describing the proposed change and its full effect on the Work. Include a statement describing the reason for the change, and the effect on the Contract Sum/Price and Contract Time with full documentation and a statement describing the effect on Work by separate or other Subcontractors. Document any requested substitutions in accordance with Section 01 6000. The Construction Manager may stipulate which Change Order method shown below should be used to adjust the Contract.
- C. <u>Stipulated Sum Change Order</u>: Based on Bulletin and Subcontractor's fixed price quotation or Subcontractor's request for a Change Order as approved by Construction Manager.
- D. <u>Unit Price Change Order</u>: For pre-determined unit prices and quantities, the Change Order will be executed on a fixed unit price basis. For unit costs or quantities of units of work which are not pre-determined, execute Work under a Field Order. Changes in Contract Sum/Price or Contract Time will be computed as specified for Time and Material Change Order.
- F. Cost Change Directive (CCD)/Field Order (FO): Construction Manager may issue a directive, signed by the Owner, instructing the Subcontractor to proceed with a change in the Work, for subsequent inclusion in a Change Order. Document will describe changes in the Work, and designate method of determining any change in Contract Sum/Price or Contract Time. Promptly execute the change. Payment will be made after CCD/FO is incorporated into the work by execution of a change order.
- F. <u>Time and Material Change Order</u>: Submit itemized account and supporting data after completion of change, within time limits indicated in the Conditions of the Contract. Construction Manager will determine the change allowable in Contract Sum and Contract Time as provided in the Contract Documents. Maintain detailed records of work done on Time and Material basis. Provide full information required for evaluation of proposed changes, and to substantiate costs for changes in the Work. A cost breakdown of all wages, material and vendor invoices must be submitted with all extra work. Only that labor expended on the site shall be reimbursable. Management, estimating, expediting, trucking, warehousing and small tools shall be viewed as overhead items.
- G. Execution of Change Orders: Construction Manager will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.

1.6. CONTESTED WORK

A. Refer to Article 24 of the CM/Subcontractor Agreement.

END OF SECTION

01 3000 ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.1. SECTION INCLUDES

- A. Coordination.
- B. Protection and Restoration
- C. Field Engineering
- D. Safety
- E. No Smoking/Tobacco Rule
- F. Pre-Bid and Site Inspection Meeting.
- G. Post Bid Meeting.
- H. Pre-Construction/Kick-off Meeting.
- I. Progress Meetings.

1.2. RELATED SECTIONS

- A. Section 01 3216 Work Sequence Milestone Schedule.
- B. Section 01 7000 Execution Requirements

1.3. COORDINATION

- A. Verify that utility requirement characteristics of operating equipment are compatible with building utilities. Coordinate work of various Sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- B. Each Subcontractor shall see that sleeves and inserts are kept in their proper positions and not displaced by the placing of concrete or other construction work. Locations of chases are indicated in the Drawings. The separate Subcontractor and sub-Subcontractor of the Work involved shall be responsible for inclusion of these items in the Work and shall advise each other and CM of required changes.
- C. Each Subcontractor shall recognize the complex nature of the Project, such as the bid package, bid category(ies), the sequential nature of contracts, and the concurrent operations of other Subcontractors with the Work under this Project. Subcontractors are required to review, discuss, and coordinate their work with the work of other Subcontractors as well as through the CM with regard to sequence, compatibility of materials and sizes and required clearances prior to beginning the work to avoid construction delays which impact the Owner's occupancy of the facility.
- D. Each Subcontractor shall become thoroughly familiar with the requirements of Division 1, the Schedule, project milestones, and scope of work of other Subcontractors and make adjustments necessary to maintain the project master Construction Schedule, as well as the schedules of their Subcontractors.
- E. The completion of the building(s) within the prescribed time is dependent upon the close and active cooperation and open discussions of those involved; therefore, it is expressly understood and agreed that each Subcontractor shall layout and install his work at such time and in such manner as not to delay or interfere with the carrying forward of the Work of other Subcontractors. Observation of the work by others shall not be interpreted as relieving a Subcontractor from his responsibility for coordination, superintendence, or scheduling and direction of the Work.
- F. The Subcontractors are to report interferences, discrepancies, or incompatibilities discovered to the Construction Manager whose decision as to the party or parties at fault and as to the manner in which the matter may be resolved, shall be binding and conclusive on all parties. The Construction Manager may direct layout/location changes as required to make the entire work fit together. Minor changes of this nature will not be considered for increase in contract amount. Failure of a Subcontractor to notify other Subcontractors and the CM of a potential interference, incompatibility, or discrepancy and failure to coordinate his work with that of other Subcontractors prior to installation or fabrication may.

- be considered as sufficient cause to deny consideration for additional payment for what otherwise may be considered a change.
- G. Where availability of space is limited, coordinate installation of different components to assure maximum accessibility for required maintenance, service, and repair. Make adequate provisions to accommodate items scheduled for later installation.
- H. Coordination and Layout Drawings:
 - 1. Prepare and maintain Coordination and Layout Drawings.
 - 2. Prepare the Coordination and Layout Drawings on a reproducible medium. Drawing size shall be uniform for each set prepared. Size of drawing shall match the size of the Contract Drawings.
 - 3. Coordination and Layout Drawings are special types of drawings prepared by the Subcontractor, prior to fabrication and installation, for its use, that show the relationship and integration of different construction elements that require careful coordination during fabrication and/or installation to have a maximum utilization of space for efficient installation of the different components or for the proper function as intended. Primary emphasis for this coordination is for work Divisions 21 through 26.
 - 4. Show the interrelationship of components that were shown on separate Shop Drawing submittals.
 - 5. Coordination and Layout Drawings shall be drawn to scale showing the intended method of installation and construction. Use Contract Drawings and Specifications, which are schematic representations of the Architect's design intent, as a guide in preparing the Drawings. The Drawings shall not be a repetition or direct copy of the Contract Drawings. The Drawings shall reflect the full intent of the Architect's Contract Drawings. Type, quantity, and location of equipment shall not be compromised. During preparation of the Drawings for any item of work or trade, coordinate with Drawings of all other work or trades involved in the Project.
 - 6. Indicate required installation sequences.
 - 7. Keep a current set of Coordination and Layout Drawing prints on site and protect them from deterioration and loss.
 - 8. Provide the Construction Manager with access to the Drawings for reference during normal working hours.
 - 9. Maintain and file in a chronological and numerical order.
 - 10. Post changes and modifications as they occur.
 - 11. Use final Coordination and Layout Drawings in preparing "Record Drawings" as called for in Section "Project Close-Out".
- I. Coordinate completion and cleanup of Work of separate Sections in preparation for Substantial Completion and for portions of Work designated for Owners partial occupancy.
- J. After Owner occupancy of premises, coordinate access to site for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

1.4. PROTECTION & RESTORATION:

- A. Section Includes:
 - 1. This section includes, but is not necessarily limited to, responsibilities for the protection, restoration and notification requirements for surface and subsurface structures, underground facilities and surface improvements as indicated on the drawings, as specified herein and as necessary for the proper and complete performance of the work.
- B. Subcontractor whose operations necessitate notifications, protection, or restoration shall be responsible for the work described in this section inclusive of all coordination and cost.
- C. Related Sections:
 - 1. Documents affecting work of this section include, but are not necessarily limited to; General Conditions, Supplementary Conditions, and sections in Division 1 of these specifications.
- D. Prior to start of construction responsible Subcontractor shall:
 - 1. Notify MISS DIG in advance.
 - 2. Arrange for the identification of the locations of existing underground facilities at or contiguous to the site.

E. Utility Interruptions:

- 1. For any period exceeding 2 hours: Provide standby utility service.
- 2. Provide 48 hours' notice to the affected occupants of the time and duration of the anticipated shut off.
- 3. Notify Fire Department in advance if water main or fire supply line shut off is required.
- 4. Pay all costs relating to utility interruptions.

F. Be responsible for:

- 1. Protection of structures and utilities at or contiguous to the site in accordance with the project General Conditions
- 2. Cost of cleaning, repair, relocation, raising, lowering, or replacement of structures and utilities which interfere with new work or are damaged as a result of Subcontractor's operations.
- 3. Temporary sheeting, bracing, poles, cables, sand fill or other means used to support a structure or utility exposed or endangered by Subcontractor's operations.
- 4. Relocating, raising, or lowering of a structure or utility for Subcontractor's convenience.

G. Relocation of poles and structures:

- 1. Be responsible for temporary and permanent relocation of power, light, telephone and other service poles and appurtenant structures.
- 2. Make necessary arrangements with the owner of the pole or structure and pay all costs involved.
- H. Acceptable standards for restoration:
 - 1. Restore to the better of:
 - a. Original condition
 - b. Requirements of the Contract Documents
 - c. Current MDOT Standards
- I. Property corners, Government survey corners, and plat monuments:
 - 1. Protect from damage or disturbance:
 - 2. Protect discovered points until Engineer or Owner has witnessed or otherwise referenced their locations.
 - 3. Replace if disturbed or removed as a result of construction:
 - a. Arrange for replacement by a Registered Land Surveyor
 - b. Pay all costs.
- J. Driving surfaces and similar improvements:
 - 1. Repair or replace damaged or removed surfaces as indicated on the drawings and specified herein.
 - 2. Adjust to temporary or final grade all new and existing castings (water valve boxes, manholes, catch basins and similar structures) for all gravel, bituminous or concrete surfacing or resurfacing.
- K. Landscaping and miscellaneous improvements:
 - 1. Protect from damage by construction operations. In event of damage, replace any damaged items with one of equivalent type and size.
 - 2. Includes, but is not limited to, topsoil, seeded areas, sodded areas, shrubs, trees, decorative plantings, fences, mailboxes, signs, guard posts and other similar items.

1.5. FIELD ENGINEERING

- A. Section Includes
 - 1. Owner furnished survey.
 - 2. Project Record Documents
 - 3. Examination
 - 4. Survey Reference Points
 - 5. Survey Requirements
- B. Related Sections
 - 1. Section 01 7000 Execution Requirements: Project Record Documents
- C. Owner Furnished Survey
 - 1. The Owner has conducted topographic survey and boundary survey used for site design and engineering. This survey information is shown on the construction documents for.

- establishment of building control lines and benchmarks as shown on construction documents.
- 2. Subcontractors will, at their own expense, be responsible for all field engineering lines and elevations required for the complete execution of their work.

D. Examination

- 1. Verify locations of survey control points prior to starting work.
- 2. Promptly notify Construction Manager of any discrepancies discovered.

E. Survey Reference Points

- 1. Subcontractor to locate and protect survey control and reference points.
- 2. Control datum for survey is that indicated on drawings.
- 3. Protect survey control points prior to starting site work; preserve permanent reference points during construction.
- 4. Promptly report to Construction Manager the loss or destruction of any reference point or relocation required because of changes in grades or other reasons.
- 5. Replace at your own expense dislocated survey control points based on original survey control. Make no changes without prior written notice to Construction Manager.

F. Survey Requirements

- 1. Each Subcontractor shall provide his own field engineering services at his expense. Utilize recognized engineering survey practices.
- 2. Establish elevations, lines, and levels. Locate and lay out all work by instrumentation and similar appropriate means:
- 3. Periodically verify layouts by same means.

1.6. SAFETY

- A. The following safety requirements do not, in any way, relieve the Subcontractor or their employees, agents, or subcontractors of any safety responsibility. It does not relieve the Subcontractor of liability for negligence which would apply in the absence of this material. The Subcontractor shall assure compliance of their subcontractors or agents to site, Federal, State and Local regulations. A Subcontractor shall at all times use good judgment and discretion about safety.
- B. The following safety information is supplementary to both the information contained in the General Conditions and Davenport Brothers Construction Safety & Health Manual and does not intend to take precedence over same. See Section 00 2113 Instructions to Bidders and Section 00 3132 Information Available to Bidders for additional information relating to Davenport Brothers Construction Safety& Health Manual.
- C. The Subcontractors and Subcontractor supervision unable or unwilling to secure safe performance by their employees are not acceptable. Unacceptable persons shall be removed from the Project at the request of the Project Manager.
- D. Subcontractors and their subcontractor employees, who exhibit a poor attitude toward safe work practices or procedures will be removed and replaced by the Subcontractor at the request of the Project Manager.
- E. The requirements of the Occupational Safety and Health Act (OSHA) and/or Michigan Occupational Safety and Health Act (MIOSHA), will be adhered to or the Subcontractor will furnish the Project Manager with a written variance from OSHA/MIOSHA authority.
- F. The Subcontractor's employees and all employees of the Subcontractor's subcontractors and agents performing work at the project site shall attend weekly Tool Box Talk safety meetings, as required by the Davenport Brothers Construction Safety & Health Manual.
- G. The Subcontractor shall:
 - 1. Promote safe working performance on the part of their employees. Each Subcontractor will conduct safety programs tailored to their own particular needs.
 - 2. Be responsible for recording and reporting injuries and illnesses in accordance with OSHA rules and regulations.
 - 3. Inform all employees of the location and use of fire extinguisher, rescue equipment, first aid equipment, etc.

- 4. Provide in each trailer window, a legible printed sign listing emergency telephone numbers, including local public fire and police departments, ambulance services and other emergency numbers as well as the address of the worksite.
- 5. Inspect their working areas to detect and correct hazardous conditions and unsafe working procedures.
- 6. Notify the Project Manager immediately of an accident.
- 7. Immediately report any property loss accidents to the Project Manager.
- 8. In the event of an on-site emergency, immediately account for all employees and report to the Project Manager.
- 9. Submit a written investigative report to the Project Manager within 24 hours following an accident which results in employee fatality or injuries requiring hospitalization.
- 10. Designate an On-site Safety Representative in writing to the Project Manager.
- 11. Provide two 24 hour emergency phone numbers to the Project Manager.
- 12. Administering First Aid:

Adequate first aid equipment, supplies and facilities are the responsibility of each Subcontractor for their personnel. A first aid logbook shall be maintained which documents every first aid case. When first aid must be administered, a description of the accident shall be entered in the Subcontractor's daily report which shall contain the following information:

- i. Date of injury. Indicate with an asterisk (*) if the date of injury is different than the time of treatment.
- ii. Time of injury.
- iii. Name and discipline/craft of injured employee.
- iv. Description of the accident including narration of the event.
- v. Type of injury (burn, cut, bruise, etc.)
- vi. Part of body injured (lower back, left knee, etc.)
- vii. When first aid is given for non-job-related symptoms (aspirin for headache, band aids, etc.), the treated employee shall initial the "description" part of the log. A full account is not necessary.

13. Medical Attention:

The responsible party shall determine whether the care of a physician is necessary and proceed. If medical care appears necessary, but perhaps not urgent, do not wait until the end of a shift to obtain treatment. Immediate medical attention should be given to help ascertain and prevent health hazards. A "wait and see" attitude will do little to help specify hazards in specific areas (such as carbon monoxide or chemical exposure).

1.7. NON-SMOKING/TOBACCO RULE

A. No smoking, or tobacco products, will be allowed on project site after building enclosure or as governed by governing authorities and/or Owner requirements. There are no exceptions to this rule. Any worker found smoking can be permanently removed from the project at the sole discretion of the Construction Manager.

1.8. PRE-BID AND SITE INSPECTION MEETING

A. Pre-Bid Meeting: Prior to bidding, a project inspection and pre-bid meeting will be held for the purpose of review and clarification of the contract documents, to allow the Subcontractor to confirm his estimates and quantity surveys, and to allow the Subcontractors the opportunity to familiarize themselves with the project site. This meeting will be called by the Construction Manager and shall be attended by representatives of the Architect, Owner and trade contract bidders as detailed in the Instructions to Bidders.

1.9. POST BID MEETING

A. Post Bid Meeting will be conducted with the apparent successful bidders to review specification compliance, scope of work, schedule, and Subcontractor capabilities. This meeting may be waived at the discretion of the Owner and/or Construction Manager. The Post Bid Meeting notes will become a part of the contract documents executed resulting from this meeting.

1.10. PRE-CONSTRUCTION/KICK-OFF MEETING

- A. Construction Manager will schedule a conference at the Project site prior to Subcontractor occupancy.
- B. Attendance Required: Construction Manager, Subcontractor, and major Sub-Subcontractors and all of their superintendents/supervisors proposed for use on this project.
- C. Agenda:
 - 1. Use of premises by Owner and Subcontractor.
 - 2. Construction facilities and controls provided by Owner.
 - 3. Temporary utilities provided by Owner.
 - 4. Review of contract limits and building layout.
 - 5. Security, safety, and housekeeping procedures.
 - 6. Schedule review and planning of overall Project.

1.11. PROGRESS MEETINGS

- A. Construction Manager will schedule and administer meetings throughout progress of the Work at weekly intervals (or as frequently as the Construction Manager deems necessary).
- B. Construction Manager will make arrangements for meetings, prepare agenda with copies for participants, preside at meetings, record minutes, and distribute copies to Architect/Engineer, Owner, participants, and those affected by decisions made.
- C. Attendance Required: Job superintendent, major Subcontractors and suppliers as required for coordination of work, Owner, Architect/Engineer, and others as appropriate to agenda topics for each meeting. The Subcontractor's Project Manager may be required to attend Progress Meetings at the discretion of the Construction Manager.
- D. Agenda:
 - 1. As defined by the Construction Manager.

01 3216 PROJECT SCHEDULING

PART 1 GENERAL

1.1. SECTION INCLUDES

- A. Definitions
- B. General Requirements for Schedule Submittals
- C. Milestone Schedule

1.2. DEFINITIONS

- A. Milestone Schedule: This schedule is prepared by the Construction Manager and is included as part of the base bid contract. It will include start and completion dates, as well as any interim dates important to the Owner, such as partial turnovers, etc. It will also include internal milestones, which will be the basis for other Subcontractor's to start their work.
- D. Construction Schedule: This is the schedule developed by each Subcontractor for the work in their own bid package. The initial version of this is submitted to the Construction Manager for incorporation into the Project Schedule.
- E. Project Schedule: This is a compilation of all the Construction Schedules produced by the Subcontractors and is created by the Construction Manager.
- F. Subcontractor: Company who has a direct contract with the Construction Manager for a singular Work Category and is responsible for producing a Construction Schedule for their work allowing all the work of the Project to be done.

1.3. GENERAL REQUIREMENTS FOR SCHEDULE SUBMITTALS

- A. LEAN: Lean initiatives may be implemented throughout the project to improve reliability, planning, quality, safety, and team performance. Project planning and scheduling will utilize traditional CPM scheduling and the Last Planner production system. This will require attendance by the Project Manager and Foreman at periodic milestone pull planning and phasing meetings. Weekly planning meetings, and onsite daily huddles must be attended by the site supervisor.
- B. The Construction Manager has prepared a Milestone Schedule. This schedule shall be related to the entire Project to the extent required by the Contract Documents and shall provide for expeditious and practical execution of the Work as required to meet the Owner's needs.
- C. Each Subcontractor shall submit to the Construction Manager their Construction Schedule with complete logic relationships. These must be submitted within 14 days of the issuance of the contract or the notice to proceed. This schedule is preferred to be submitted on computer scheduling software as approved by the Construction Manager. Activities in this schedule shall be as follows:
 - 1. Generally, durations are not longer than 45 days.
 - 2. Each activity shall be broken down by floor, areas, building, CSI division, or other grouping to allow the above durations.
 - 3. Include delivery of major pieces of equipment and materials.
 - 4. Include detailed plans for owner training and inspections.
 - 5. Each activity shall be resource loaded, which includes manpower and equipment requirements for the Subcontractors Work.
- D. The Construction Manager will compile all the Construction Schedules into one overall Project Schedule. If this compilation results in a completion date beyond that of the Milestone Schedule, the following steps will take place:
 - A scheduling meeting will be held with key individuals from each Subcontractor to resolve the time overage or schedule conflicts.
 - 2. The results of the meeting will be incorporated into the Project Schedule and distributed by the Construction Manager. If there is any further disagreement, the Subcontractor must notify the Construction Manager within 5 working days. Adjustment may be made with timely notice and if in the sole opinion of the Construction Manager that the balance of work can be completed within the Milestone Schedule. After these discussions and changes,

- the Project Schedule will be deemed acceptable by all Trade Subcontractors. This will be considered as part of the contractual obligations for each Trade Contract.
- 3. Failure to adhere to the Project Schedule may be considered by the Construction Manager to be a partial or complete breach of contract by the Subcontractor, and such breach may result in the Construction Manager using any of the remedies available to them in ARTICLE 19 TERMINATION of the subcontract, for such a breach. Examples of these remedies are:
 - i. Direct that the labor force be increased.
 - ii. Direct that overtime be instituted for key activities, including hours beyond the established hours of work, Saturdays, Sundays, and Holidays.
 - iii. If the above measures do not correct the delay or the Subcontractor does not institute the above, the Construction Manager may at its discretion and with due notice, take over the work at the expense of the Subcontractor.
- E. The Construction Manager shall periodically update the schedule and display same at the jobsite. Each Subcontractor will be responsible for being familiar with the schedule and how it will affect or modify his operations, including his coordination with the activities of other Subcontractors. Each Subcontractor shall cooperate fully in providing detailed schedule input each week at a minimum, at scheduled jobsite progress meetings or at other times as required by the Construction Manager. Commitments made by Subcontractors to updated schedule shall be part of the Contract and incorporated into the Project Schedule.
- F. Construction Manager shall select and identify from Project Schedule approximately 10% to 20% of the activities shown for monitoring of timely completion of the work. If any one of those monitored activities are not completed according to the Project Schedule, then any Subcontractor causing the delay shall, upon discovery of likely failure to complete a monitored activity on schedule or upon notice of such likely delay by the Construction Manager, immediately prepare and submit to the Construction Manager, a plan for curing the delay at least before the next scheduled monitored activity is due to be complete. The Construction Manager shall create a revision of the Project Schedule demonstrating the plan for curing the delay.
- G. Work Sequence:
 - 1. Start Work immediately upon execution of Contract or upon receipt of Binding Letter of Intent and complete Work in accordance with Contract Documents.
 - Manage the execution of the Work to meet the referenced schedule, and be responsible for all steps, procedures, and policies necessary thereto. The Construction Manager may advise and suggest ways and means for facilitation of the Work; however, the full responsibility for management of the Work shall remain with the Subcontractor.
 - Subcontractor agrees that changes in the Project Schedule logic, durations, and dates may be made
 after start of the project as Construction Manager deems necessary and beneficial to the project.
 These changes will be accepted by the Subcontractor without claim for additional cost to the Owner
 or Construction Manager.

1.4. MILESTONE SCHEDULE

- A. Please find the Milestone Schedule for this project below. This schedule will be the basis for the working Construction Schedule. Subcontractors will review and include provision for completion of all work within the stated timeline.
- B. All work areas must be available for occupancy no later than those dates shown for each area.
- Completion of the Work will be defined as substantial completion per the General Conditions of the contract.

Scheduling

	DATE(S)	TIME
Bid Documents Available	10/8/24	
Bid Documents Available	10/6/24	0.00.77.5
Preliminary Pre-Bid Meeting (Virtual – Teams)	10/10/24	2:00 PM
Project Walk thru Meeting @ Savage School	10/15/25	7:30-8:30am 1 Hour Only
42975 Savage Rd Belleville, MI 48111		4:30-5:30pm 1 Hour Only
Final Date for Bidder Questions	10/17/24	2:00 PM
Issue Final Addendum	10/22/24	
Bids Opened Due into Building Connected online	By 10/29/24	2:00 PM
Post-Bid Interviews	11/1 – 11/5 2024	
Contract Award's	By End of December 2024	
Project on site work begins	Beginning of April 2025	
Substantial Completion	August 15 th 2024	

01 3300 SUBMITTALS

PART 1 GENERAL

1.1. SECTION INCLUDES

- A. Submittal procedures.
- A. Construction progress schedules.
- B. Shop drawings.
- B. Product data.
- C. Samples.
- D. Manufacturers' certificates.

1.2. RELATED SECTIONS

- C. Section 01 2000 Contract Considerations: Schedule of Values.
- A. Section 01 3300 Progress Schedules.
- B. Section 01 7000 Contract Closeout: Contract warranty and closeout submittals.

1.3. SUBMITTAL PROCEDURES

- A. Transmit each submittal with AIA Form G810 (or approved equivalent)
 - 1. General: Package each submittal appropriately for transmittal and handling to the Construction Manager. Transmit each submittal from Subcontractor to Construction Manager using a transmittal form. Submittals received by the Architect which have not been reviewed by the Construction Manager or are from other sources other than the Subcontractor will be returned without action.
 - Recording Information: On the transmittal, record relevant information and requests for data. On the form, or separate sheet, record deviations from Contract Document requirements, including minor variations and limitations. Include Subcontractor's certification that information complies with Contract Document requirements.
- D. Sequentially number the transmittal forms
- E. The following information must be included with each submittal for processing and recording action taken:
 - 2. Project number (Architect's and Construction Manager's).
 - 1. Project name.
 - 2. Date.
 - 3. Name and address of Architect: do not include logo.
 - 4. Name and address of Subcontractor.
 - 5. Name and address of Supplier.
 - 6. Name of Manufacturer.
 - 3. Name of drawing preparer not initials.
 - 4. Submittal Number and title of appropriate Specification Section.
 - 5. Drawing number and detail references, as appropriate.
- F. Schedule submittals to expedite the Project and deliver to Construction Manager at business address. Coordinate submission of related items. Allow 14 days for Architect's review of each submittal.
- B. Identify variations from Contract Documents and Product or system limitations which may be detrimental to successful performance of the completed Work.
- C. Provide (4"x11") space for Contractor and Architect/Engineer review stamps.
- D. Revise and resubmit submittals as required, identify all changes made since previous submittal.
- G. Distribute reviewed submittals to concerned parties. Instruct parties to promptly report any inability to comply with provisions.
- H. After development and acceptance of the Contractor's construction schedule, prepare a complete schedule of submittals. Submit the schedule within 10 days of the date required for

establishment of the Contractor's construction schedule. Coordinate submittal schedule with the list of subcontracts, schedule of values and the list of products as well as the Contractor's construction schedule. Prepare the submittal schedule in chronological order. Provide the following information:

- 1. Scheduled date for each submittal
- 2. Related Specification Section number
- 1. Submittal Name & Number
- 2. Name of subcontractor/supplier and contact information.
- 3. Description of the part of the Work covered.
- 4. Expected delivery of products after approval. Subcontractor is responsible for highlighting long lead items that require expedited approvals to prevent project delays.

1.4. CONSTRUCTION PROGRESS SCHEDULES

A. The Construction Manager will prepare and update the master Construction Schedule. Refer to Section 01 3216 - Construction Schedules.

1.5. SHOP DRAWINGS

- A. Submit in electronic form, or as required by the Architect/Engineer or Owner.
- B. After review, the electronic file will be returned with Architect's comments for the Subcontractor to distribute in accordance with the procedures above and for record documents described in Section 01 7000 – Execution Requirements.

1.6. PRODUCT DATA

- A. Submit electronic file to the Construction Manager.
- B. Mark the electronic file to identify applicable products, models, options, and other data specific to the Project. Supplement manufacturers' standard data to provide information unique to this Project.
- C. After review, distribute in accordance with Article on Procedures above and provide copies of Record Documents described in Section 01 7000 Execution Requirements.

1.7. SAMPLES

- Submit samples to illustrate functional and aesthetic characteristics of the Product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
- J. Submit samples of finishes from the full range of manufacturers' standard colors, textures, and patterns for Architect/Engineer's selection.
- A. Include identification on each sample, with full Project information.
- B. Submit the number or samples specified in individual specification Sections; one of which will be retained by Architect/Engineer.

1.8. MANUFACTURER'S CERTIFICATES

K. When specified in individual specification Sections, submit manufacturers' certificate to Architect/Engineer for review, in electronic format.

01 4000 QUALITY CONTROL

PART 1GENERAL

1.1. SECTION INCLUDES

- A. Quality assurance and control of installation.
- A. Dimensional Responsibility.
- B. References.
- B. Inspection and testing laboratory services.

1.2. RELATED SECTIONS

- C. General and Supplementary Conditions Article 13.5.1
- A. Section 01 3300 Submittals: Submission of Manufacturers' Instructions and Certificates.
- B. Section 01 6000 Product Requirements: 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 fully with manufacturers' instructions, including each step in sequence. Perform all steps required by manufacturer to properly install the Work regardless of whether every step is called out in this specification.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.
- D. Comply with specified standards as a minimum quality for the Work except when 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. Subcontractors who utilize unskilled workers to perform skilled trades work will be required to bear the burden of proof and certify in writing that the quality of the work in place exceeds or equals the specified minimum standard.
- F. Secure Products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.
- G. Whenever a Subcontractor intends to depart from normal work hours, he shall notify the Construction Manager at least 24 hours in advance for approval. Failure of the Subcontractor to give such timely notice may be cause for the Construction Manager to require the removal or uncovering of the Work performed during such time without the knowledge of the Construction Manager. Special arrangements can be made for emergency work or shutdowns as may be required.

1.5. DIMENSIONAL RESPONSIBILITY

- A. Thoroughly examine existing conditions and be familiar with work to be performed as hereinafter specified and as shown on drawings.
- A. Before performing work or ordering materials, verify relevant dimensions of existing and new work and be responsible for their occurrence. Any differences found shall be reported to Construction Manager and Architect for consideration before proceeding with work. If Subcontractor inadvertently or knowingly, proceeds with his work on dimensionally inaccurate work of another, he will be liable for cost of all corrections to his work when error is corrected.

2.2. REFERENCES

- B. Conform to reference standard by date of issue current on date of Contract Documents.
- A. Should specified reference standards conflict with Contract Documents, request clarification for Architect/Engineer before proceeding.
- B. The contractual relationship of the parties to the Contract Agreement shall not be altered from the Contract Documents by mention or inference otherwise in any reference document.

01 5000 CONSTRUCTION FACILITIES

PART 1GENERAL

All materials, procedures, installations, etc., shall be in full compliance with requirements of Rules for Construction Safety issued pursuant to Michigan Occupational Safety and Health Act.

1.1. SECTION INCLUDES

- A. Temporary Access
- A. Temporary Facilities and Utilities
- B. Temporary Protection and Controls

1.2. RELATED WORK

- A. The Work of this Section shall be included as a part of the Contract Documents of each Subcontractor on this Project. Where such work applies only to one Subcontractor, it shall be defined as to which Subcontractor the Work belongs. Each Subcontractor as defined herein shall provide such temporary facilities as specified and as indicated on the Drawings.
- C. The Subcontractor responsible for installing and maintaining such temporary facilities shall remove from the premises temporary work erected by him at the completion of the Project, or when requested to do so by the Construction Manager. Temporary structures and facilities become the property of the party furnishing them. Leave premises clean and in acceptable condition as approved by the Construction Manager and Architect.
- D. Use of Existing Facilities:
 - Construction personnel will not be allowed the use of any adjacent Owner's facilities including, but not limited to, the cafeteria, toilet facilities, tools, equipment, etc. The other buildings and facilities of the Owner's complex shall be off limits to all construction personnel without prior approval of the Construction Manager.

1.3. TEMPORARY ACCESS

- A. New or existing driveways, parking areas, or other pavements may only be used for access and staging if approved by the Construction Manager. Otherwise, temporary access shall be installed and used as directed by the Construction Manager.
- B. Each subcontractor shall be responsible for access to the work area from site access roads and lots shown or described in the Contract Documents. The use of equipment suitable for the site's conditions is the responsibility of each subcontractor. Each subcontractor shall also be responsible for immediately restoring the site to an evenly graded condition to allow for proper water drainage and unencumbered use by other subcontractors.
- C. Construction parking on or adjacent to site will be on a limited basis only. Construction Manager shall approve any onsite parking. Each Subcontractor shall be responsible for transportation to the site of its employees.
- D. Each Subcontractor shall be held responsible for damage to the existing surfaces resulting from operations relative to Work being performed under this Contract; and repair damaged areas to their original condition, as approved by the Construction Manager and Architect, at no cost to the Owner.
- E. All Subcontractors shall limit their use of the premises for work and for storage, to allow for:
 - 1. Work by other Subcontractors
 - 2. Owner occupancy
 - 3. Public use and safety
 - 4. Use of corridors always

1.4. TEMPORARY OPENINGS FOR ELECTRICAL, MECHANICAL AND OTHER TRADES

A. Temporary openings not called for on the Drawings, which may be required for the purpose of bringing equipment into the buildings or for placing same, shall be performed as approved by

- the Construction Manager. The Subcontractor shall perform the Work of providing and maintaining such openings and of restoring the structure.
- B. The Subcontractor whose equipment or work requires temporary openings is to bear the cost involved in providing such openings and restoring the structure. The Subcontractor requiring the opening shall give ample notice of its size and location.
- E. Holes provided in general construction work to permit installation of lines for temporary mechanical and electrical services shall be restored by the Subcontractor doing the affected construction work, after removal of such lines, at no extra cost.

1.5. PROJECT OFFICE

- A. The Construction Manager shall provide and maintain during the construction of the Project adequate construction office facilities at the site solely for use by Construction Manager, Architect and Owner.
- B. Subcontractors may also supply mobile offices and storage facilities for their use under the same conditions, if approved by the Construction Manager. Remove from, clean, and restore premises when directed by Construction Manager.
 - 1. Temporary utilities, electrical service, and telephone service shall be provided by each Subcontractor for their respective construction trailers, offices, work areas, etc., and shall be located at the discretion of the Construction Manager.
 - 2. As required by the Construction Manager, due to construction requirements and phasing, moving, and relocating of trailers and offices will be the responsibility of the Subcontractor involved, including costs associated therewith.
- C. Construction Manager shall designate a location for construction trailers. The Construction Manager shall coordinate placement and scheduled duration of their presence on the site. Each Subcontractor is responsible for verifying that field offices, trailers, and storage sheds shall be in accordance with the local fire marshal having jurisdiction.
- D. Temporary offices and sheds including foundations must be removed within seven (7) days of written notice from the Construction Manager including restoration of grade. The Construction Manager, at the Subcontractor's expense, will remove structures not removed in a timely manner.
- E. Construction Manager will coordinate a temporary electric service at the location of temporary office trailers for use by Subcontractors. No electric heating devices are to be connected to this service. Subcontractors shall arrange for connection and disconnection of this service at their own expense.
- F. Project Sign:
 - 1. If required by the Owner, the Construction Manager shall provide a painted job identification sign, professionally lettered, and maintained, giving name of Project, the name and address of the Owner, the Architect, and the Construction Manager.

1.6. TELEPHONE

F. Subcontractors and other parties shall provide their own temporary telephone service as they may require at no cost to the Owner or Construction Manager. Use of the Construction Manager phone is prohibited, except in the event of an emergency.

1.7. SCAFFOLDING AND HOISTING

- G. Each Subcontractor is responsible for providing and maintaining ladders, scaffolds, and other staging equipment required to complete his work. Each Subcontractor, in accordance with all applicable safety regulations, shall maintain such ladders, scaffolds, and staging equipment.
- A. Each Subcontractor is responsible for his own hoisting of materials or equipment at his own cost to complete the Work of his Contract.
- B. Permanent elevators cannot be used for construction hoisting.

1.8. TEMPORARY STAIRS, LADDER, RAMPS, RUNWAYS, AND BARRICADES

- A. Each Subcontractor is to provide and maintain all necessary temporary stairs, ladders, ramps, and runways to facilitate conveyance of men, materials, tools, and equipment for proper execution of their work. Each Subcontractor shall provide protection and safety barricades, devices, covers, etc., as it relates to the safe conduct of his work in accordance with OSHA requirements.
- B. Subcontractors performing excavation work shall be responsible for furnishing, installing, and maintaining temporary barricades and/or fencing of all open excavations until such a time that backfilling is complete. Flasher lights shall be provided on barricades and fencing in accordance with OSHA Standards.
- H. As a minimum, all barricades across roads and walks shall have lights on them in working condition.
- I. The CM will assign to one of the Work Categories the installation of temporary guardrails at the building floor perimeters, interior shafts, roof areas, or other openings. These temporary guardrails or barricades shall be left in place until no longer required. The Subcontractor shall maintain and remove said guardrails. Each Subcontractor that disturbs temporary protection to facilitate his work is responsible to reinstall to its original condition the guardrail or barricade system for the protection of the workers and others until final construction of perimeter exterior wall or shaft openings is completed. The individual Subcontractors shall provide other protection and safety barricades, devices, covers, etc., as it relates to their work in accordance with local, state, and federal regulations.

1.9. UTILITY PROTECTION

- A. Existing utility lines and structures indicated or known, and utility lines constructed for this Project shall be protected from damage during construction operations.
- B. Work categories that include excavation shall locate and flag all lines and structures before beginning excavation and other construction operations.
- C. When utility lines and structures that are to be removed or relocated are encountered within the area of operations, notify the Construction Manager, and affected utility in ample time for the necessary measures to be taken to prevent interruption of the service.
- D. Damage to existing utility lines or structures not indicated or known shall be reported immediately to the Construction Manager and the affected utility.
- E. Each Subcontractor shall provide and maintain proper shoring and bracing for existing underground utilities, sewers, and building foundations, encountered during his excavation work, to protect them from collapse or movement or other type of damage until such time as they are to be removed, incorporated into the new work, or can be properly backfilled upon completion of new work. All such disruptions of services shall be limited to a maximum of 4 hours with prior permission of the Construction Manager and Owner. Prior to beginning any excavation, the Subcontractor shall contact MISS DIG and utility companies for the location of all existing underground services.
- F. Utilities and/or other services which are shown, or not shown but encountered, shall be protected by the Subcontractor from any damage from any work and operations of the contract, unless or until they are abandoned. If the utilities or services are not abandoned at time of damage, the Subcontractor shall immediately repair any damage from his work or operations and restore the utilities and services to an equal or better condition than that which existed prior to the damage.
- G. Each Subcontractor shall be responsible for all damage to the Project including the existing building and grounds due to his operations under this Contract. Repair or replacement of damaged items shall be to the satisfaction of the Owner.

1.10. TEMPORARY BARRIERS

- A. Provide barriers to prevent unauthorized entry to construction areas and to protect existing facilities and adjacent properties from damage from construction operations and demolition.
- B. Protect stored materials and structures from damage.

C. Each Subcontractor shall provide and pay for the construction and removal of temporary barricades as required for safety and security for his specified portion of the Work.

1.11. SECURITY

- A. The Subcontractor shall always maintain the buildings in a secure condition.
- B. The Subcontractor is to provide for all his security needs, including that needed for all tools, equipment, devices, etc., required or otherwise used for construction of this project, and for all materials which have been paid for by the Owner, but not yet incorporated into new construction.
- C. The Subcontractor shall also provide adequate security and traffic control to protect the public from his operations.
- D. Site parked equipment, operable machinery, and hazardous parts of the new construction subject to mischief and accidental operation shall be inaccessible, locked, or otherwise made inoperable when left unattended.
- E. Subcontractors shall advise the Construction Manager of any theft or damage which might delay the execution of the Work and furnish the Owner and Construction Manager with a copy of any theft report filed with local, county, or state agencies.
- F. The Construction Manager is not responsible for damage, liability, theft, casualty, or other hazard to the automobiles or other vehicles, nor to injury including death to occupants of automobiles or other vehicles on the Owner's property.
- G. The Construction Manager or Owner may establish additional security policies and procedures intended to protect the Owner's property and the liability interest of the Owner. All Subcontractors will be required to cooperate with the Construction Manager in implementing these procedures.

1.12. TEMPORARY TOILET FACILITIES

A. The Construction Manager shall provide temporary toilet facilities of an approved chemical type or as required by law, and in the quantity Construction Manager determines necessary. Temporary toilets shall be for use by all trades on the job.

1.13. TEMPORARY ELECTRICAL POWER AND LIGHT

- A. The Owner shall pay for the cost of electrical energy used on this project.
- B. The Electrical Subcontractor shall furnish, install, maintain, connect, and disconnect the temporary electric service, main disconnect means, wiring, and distribution equipment for temporary lighting and power tool usage during the construction. Source of temporary power and light distribution is to be from existing electric distribution systems where available. If existing power source is not available, Construction Manager will arrange for other.
- C. Temporary service shall be 120/240-volt, single phase, three wire plus ground. Temporary electric service distribution panel shall be in a weather tight enclosure with globe and guard **LED or CFL** lighting fixture, light switch, receptacle, and locked doors by the Subcontractor. The size and capacity of service, (i.e., 120/208 or 120/240 volt) is to be reviewed with the Construction Manager and Owner for approval prior to installation.
- D. Electrical Subcontractor shall provide the following temporary lighting and power distribution system for this Project.
 - 1. Prior to the start of work, the Electrical Subcontractor shall provide and maintain service locations throughout the building such that any point in the building may be reached with a 100 ft. extension cord. As partitions are completed, service locations shall be added and/or relocated to maintain the capacity of reaching any point in the building with a 100 ft. extension cord. Each service location shall have a minimum of eight (8) ground fault protected duplex receptacles and fed by a minimum of four (4) 20-amp circuits.
 - 2. As the building structure is completed, Electrical Subcontractor shall provide and maintain throughout the building, 20-amp, 120-volt grounded circuits of non-metallic sheathed cable supplying one (1) lamp holder for each 500 square feet of floor area. As partitions are completed, lamp holders shall be added and/or relocated to provide (1) each for each one hundred.

- square feet of floor area with a minimum of (1) per room. Each lamp holder shall be furnished with a 150-watt equivalent lamp and guard with no more than (12) such outlets per circuit.
- 3. The Electrical Subcontractor shall provide and maintain temporary electrical service to the mechanical equipment rooms as required by that Subcontractor for the operation of their equipment for testing.
- 4. All wire and cable shall be sized to hold voltage drop at all outlets to a maximum of 5% total from transformer.
- 5. Appropriately rated ground fault detection and interruption devices shall protect circuits and feeders.
- E. Lamps for temporary lighting shall be provided and maintained by the Electrical Subcontractor at his expense. Every temporary lamp outlet must be properly lamped throughout the construction; dark or burned-out lamps shall be immediately replaced. Use rough service lamps.
- F. Wiring and associated costs of Subcontractor's offices, trailers, storage facilities, etc., used during construction, shall be the responsibility of the individual Subcontractors requiring same.
- G. Where a Subcontractor requires the use of energy at places other than those herein specified or of an amount greater than would be available from the specified temporary service, the Subcontractor shall make independent arrangement with the Electrical Subcontractor for the service at his own expense.
- H. When permanent facilities are ready for operation, they may be used for temporary light and power if approved by the Construction Manager.
- I. Upon approval of use and completion of the changeover to the permanent electrical system, the Electrical Subcontractor shall remove portions of the temporary electrical service, including power and lighting, distribution and/ or utilization, equipment, and wiring. Additionally, Electrical Subcontractor shall continue to maintain temporary lighting and shall provide a minimum of one duplex outlet per floor throughout the building.
- J. Should the demolition of existing facilities require that the facilities which are to remain be interrupted for a duration of time exceeding one hour, the Electrical Subcontractor for this Project shall provide proper and adequate temporary electrical service to the facilities remaining until such time as permanent service to the remaining facilities can be restored.
- K. It is the intent of the Construction Manager that this temporary power and lighting service be installed immediately upon award to the Electrical Subcontractor. Subcontractors needing power prior to the time that this temporary power service is available shall provide their own temporary power generator equipment at their own expense.

1.14. TEMPORARY HEATING - AFTER BUILDING ENCLOSURE

- A. Heating required after enclosure of the additions or designated portion thereof shall be subject to the approval of the Construction Manager and Architect.
- B. After the building or designated portion have been enclosed and temporary heat is required, as directed by the Architect and the Construction Manager, the HVAC/Mechanical Subcontractor shall provide temporary heat using one or both 2 following methods:
 - 1. Method 1 The use of a Permanent Heating System
 - i. The permanent heating system may be used for temporary heating where available and if approved by the Architect. If the permanent system is used, the Mechanical Subcontractor shall have installed in their permanent location such fan systems, heating coils, convectors, etc., as approved by the Architect Provide such controls as are necessary to maintain the temperatures required.
 - ii. Temporary filters shall be used in the permanent system and be replaced with new, permanent, filters at Substantial Completion.
 - iii. Equipment so used shall be cleaned and restored to new conditions except for ordinary wear, prior to final acceptance, and its use shall in no way negate the Owner's two-year warranty specified to commence on the date of Substantial Completion. The HVAC Subcontractor must include costs required for an extended warranty given the above use conditions.

2. Method 2 - The use of Individual Portable Units

- i. If the permanent system is not fully operable or does not have sufficient controls to maintain the necessary heat considering existing conditions, the Mechanical Subcontractor shall provide, maintain, and supervise the operation of Construction Manager approved temporary portable units, such as oil or gas fired unit heaters, furnaces, direct fired make up air units, or similar equipment, no electric heat permitted. Such units shall be properly vented, piped, and wired and shall be provided with thermostat for temperature control and with required safety controls.
- ii. Electrical wiring required for temporary heating shall be provided by the Mechanical Subcontractor from temporary wiring service, except that the Electrical Subcontractor will need the wiring to permanent equipment mounted in its permanent location that is used for temporary heating.

C. Cost of Temporary Heating System

- 1. The cost of installing the temporary heating systems in accordance with Method 1 above shall be by the Mechanical Subcontractor. The Mechanical Subcontractor shall include in his base bid the total amount required for the operation and maintenance of the temporary heating system. This cost shall include the equipment, personnel labor, parts, operation, and the maintenance, including periodic checking and operation of the system each night during the work week and during the day and night on Saturdays, Sundays, and holidays for the duration of the actual heating period. The operation and maintenance of the temporary heating system shall be provided from the time of authorization and requirements to start as determined by the Construction Manager until it is determined that temporary heat is no longer required in the building or designated areas.
 - i. The cost of an extended warranty on the heating system components shall be borne by the Mechanical Subcontractor and included in his base bid as necessary to guarantee that the Owner receives the entire specified warranty for the equipment, commencing on the date of Substantial Completion for the Project.
- 2. The cost of installing the temporary heating systems in accordance with Method 2 above shall be borne by the Mechanical Subcontractor.
- 3. The Owner will pay for the cost of fuel and energy used to operate the temporary heating system in accordance with Method 1 and Method 2 as described above.

1.15. TEMPORARY VENTILATION

- A. Once building enclosure is obtained, the HVAC/Mechanical Subcontractor shall ventilate enclosed areas to assist in the cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases. Each Subcontractor must provide required ventilation to exhaust toxic fumes generated by their work.
- B. Utilize existing ventilation equipment if safe and prudent and only after obtaining Construction Manager approval. Extend and supplement equipment with temporary fan units as required to maintain clean air for construction operations. Otherwise, provide such temporary ventilation as may be necessary for Subcontractor's operations.
- C. Permanent equipment shall not be used for temporary ventilation unless maintained and operated as follows:
 - 1. Return air ducts shall not be used.
 - 2. Supply air to each unit shall be filtered.
 - 3. Permanent filters should be removed, temporary filters used during construction and then replaced prior to turn over.
 - 4. Temporary filters shall be constantly checked and changed when necessary.
 - 5. System is turned over in a clean condition at substantial completion. Provide mechanical duct cleaning if inspection shows evidence of debris or dirt.
 - 6. Operation of permanent equipment for ventilation shall not negate the Owner's warranty specified to commence on the date of Substantial Completion.
 - 7. The cost of an extended warranty on the ventilation system components shall be borne by the Mechanical Subcontractor and included in his base bid as necessary to guarantee that.

the Owner receives the entire specified warranty for the equipment, commencing on the date of Substantial Completion for the Project.

1.16. TEMPORARY WATER SERVICE

- J. The Mechanical Subcontractor for each building shall connect to existing water supply, install permanent meter, and extend temporary water service to temporary taps at locations as directed by the Construction Manager. The Owner shall be responsible for the cost of water used on Project.
- K. The Mechanical Subcontractor shall provide a minimum of 2 (or more if required by Construction Manager) hose bibs with vacuum breakers at each temporary tap. Distribution piping shall be sized to provide sufficient pressure at outlet of 100 ft. hose attached to hose bib. Mechanical Subcontractor shall maintain and service temporary water supply. This shall include, but not limited to, replacement and repair of damaged pipe and equipment due to freezing or other causes.
- A. Mechanical Subcontractor shall install permanent water service as soon as possible and use it to supply temporary taps.
- L. Each Subcontractor shall provide his own means of conveying water from temporary water taps to his work.

1.17. TEMPORARY FIRE PROTECTION

- A. Each Subcontractor shall at all times exercise every precaution for prevention of smoke hazard and fire. Further, each shall make timely and adequate provisions for protection and safety of persons and property in event of fire.
- M. The Subcontractor for the General Trades Work Category shall provide and maintain in working order during construction not less than 1 fire extinguisher for every one hundred foot of travel or 3,000 SF, 1 fire extinguisher at every stairwell on each floor, and 1 additional fire extinguisher for each additional 3,000 SF of floor area.
- N. Fire extinguishers provided by the Subcontractor of the General Trades Bid Category and other Subcontractors shall be "all purpose" and not a water type to meet the approval of the Fire Underwriter's laboratory and will be inspected at regular intervals and recharged if necessary.
- O. No open fires shall be permitted. Subcontractors shall not be allowed to start fires with gasoline, kerosene, or other highly flammable materials.
- P. Only fire-resistant tarpaulins shall be used on this Project.
- Q. The permanent fire protection water supply, fire extinguishing equipment, and fire protection system shall be installed at the earliest possible date. Shut down for a minimum period of time as approved by the Construction Manager and Owner. As each sprinkler system is completed and placed in service, the control valve shall be sealed. Permission to break seals and close sprinkler valves shall be given only by the Construction Manager with approval of the Owner.
- R. Subcontractors are notified that combustion engine equipment, tar kettles, and other items causing noxious odors or fumes will not be allowed in the building or near air intake louvers. If location of intake louver locations is in doubt, consult with the Construction Manager.
- S. Whenever work of particularly hazardous nature is being done, party doing such work shall provide additional and/or special fire protection and extended fire watches may be required.
- T. Gas welding equipment may only be used upon written permission of the Construction Manager. Gasoline torches or burners will not be permitted. When welding or flame cutting is permitted, Subcontractor shall adhere to the Hot Work Permit Requirements of the Davenport Brothers Construction Safety & Health Manual. This requirement shall be STRICTLY observed and enforced by all Subcontractors.
- U. All combustible trash, refuse, etc., <u>must</u> be removed from site and legally disposed of after <u>each</u> day's work. If Subcontractor fails to comply, Construction Manager will have it removed at Subcontractor's expense. The decision of the Construction Manager shall be final without recourse in that matter.

1.18. ENVIRONMENTAL PROTECTION

- V. In order to prevent and to provide for abatement and control of environmental pollution arising from the construction activities of the Subcontractor and his subcontractors in the performance of this Contract, they shall comply with applicable federal, state, and local laws, and regulations concerning environmental pollution control and abatement as well as the specific requirements stated elsewhere in the Contract Documents.
- W. No Subcontractor shall pollute water resources with fuels, oils, bitumen's, calcium chloride, acids or

SECTION 01 5000 CONSTRUCTION FACILITIES

harmful materials. It is the responsibility of each Subcontractor to investigate and comply with applicable federal, state, county, and municipal laws concerning pollution of rivers and streams. Work under this Contract shall be performed in water resources through or adjacent to the project areas.

A. No burning of debris or other material on site will be allowed.

1.19. MOISTURE, SEDIMENT CONTROL, AND PUMPING

- A. Each Subcontractor shall furnish necessary equipment, take necessary precautions, and assume the entire cost of sediment control, also handling and properly disposing of sewerage, seepage, storm surface, floor, and underground water, and water flows which may be encountered during the construction of his work. The manner of providing sediment control and handling of water or water flows shall meet with the approval of the Owner, and the entire cost of Work shall be included in the Base Bid of Work to be done under each Contract.
- X. Install approved temporary erosion control devices when discharge velocity of pumping equipment causes soil erosion at the point of discharge.
- Y. Pumping and disposal of surface water and ground water at foundation excavations is the responsibility of the Subcontractor for excavation of those foundations.
- Z. Snow Removal:
 - 1. Subcontractors performing Work under exposed conditions shall cover, protect from, and remove snow and ice as required for the protection and execution of their Work.
 - 2. The CM will arrange for the removal of snow from parking areas and access roads.

1.20. DEBRIS AND DUST CONTROL

- A. All Subcontractors must exercise caution to prevent debris or dust from blowing onto adjacent areas of the project site, properties, or streets. These controls must be exercised from start of construction operations until contract is determined to be completed by Construction Manager and Architect/Engineer.
- AA. Prevent empty bags, cartons, or other wrappings from blowing around project site and onto adjacent properties and/or streets.
- BB. The Subcontractor assumes all liability for the generation of dirt, dust, sediment, soil, or other debris which blow, drift, fall or are otherwise found on any property and which arise from or are in any manner connected with Subcontractor's work on jobsite.
- CC. At least once each week or more often as the Construction Manager shall direct, all Subcontractors shall contribute labor and/or funds to thoroughly clean the worksite of trash, debris, dirt, etc.
- B. Refer to Section 01 7000 Execution Requirements

01 6000 PRODUCT REQUIREMENTS

PART 1GENERAL

1.1. SECTION INCLUDES

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

1.2. RELATED SECTIONS

- A. Section 00 2113 Instructions to Bidders
- E. Section 01 4000 Quality Control: Product quality monitoring.
- B. Section 01 5000 Temporary Facilities: Weather Protection.

1.3. PRODUCTS

- F. Products: Means new material, machinery, components, equipment, fixtures, and systems forming the Work. Does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work. Products may also include existing materials or components required for reuse.
- G. Do not use materials and equipment removed from existing premises, except as specifically permitted by the Contract Documents.
- A. Provide interchangeable components of the same manufacturer, for similar components.

1.4. TRANSPORTATION AND HANDLING

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

1.5. STORAGE AND PROTECTION

- J. Store and protect products in accordance with manufacturer's instructions, with seals and labels intact and legible. Store sensitive products in weather-tight, climate-controlled enclosures.
- A. Provide off-site storage and protection when sites do not permit on-site storage or protection.
- K. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to avoid condensation.
- B. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- C. Arrange storage of products to permit access for inspection. Periodically inspect to ensure products are undamaged and are maintained under specified conditions.

1.6. PRODUCT OPTIONS

- A. General:
 - 1. Product selection is governed by the Contract Documents and governing regulations, not by previous Project experience. Procedures governing product selection include the following:
- B. Proprietary Specification Requirements:
 - 1. Where only a single product or manufacturer is named, provide the product indicated.
- L. Semi-proprietary Specification Requirements:
 - Where two or more products or manufacturers are named, provide one of the products or manufacturers indicated. Where one product and manufacturer are named and other

manufacturers are listed, the other manufacturer's equivalent product may be acceptable subject to compliance with Contract requirements, including specifications of the named product, as determined by the Owner's Representative.

M. Non-Proprietary Specifications:

When the Specifications list products or manufacturers that are available and may be incorporated
in the Work, but do not restrict the Subcontractor to use of these products or manufacturers only,
the Subcontractor may propose any available product that complies with contract requirements.
Comply with Contract Document provisions concerning "substitutions" to obtain approval for use of
an unnamed product.

C. Descriptive Specification Requirements:

2. Where Specifications describe a product or assembly, listing exact characteristics required, with or without use of a brand or trade name, provide a product or assembly that provides the characteristics and otherwise complies with Contract requirements.

D. Performance Specification Requirements:

- Where Specifications require compliance with performance requirements, provide products that comply with the requirements, and are recommended by the manufacturer for the application indicated. General overall performance of a product is implied where the product is specified for a specific application.
- 3. Manufacturer's recommendations may be contained in published product literature, or by the manufacturer's certification of performance.
- N. Compliance with Standards, Codes and Regulations:
 - 1. Where the Specifications only require compliance with an imposed code, standard or regulation, select a product that complies with the standards, codes or regulations specified.

E. Visual Matching:

2. Where Specifications require matching an established Sample, the Owner's Representative decision will be final on whether a proposed product matches satisfactorily.

O. Visual Selection:

1. Where specified product requirements include the phrase ". . . as selected from manufacturer's standard colors, patterns, textures." or a similar phrase, select a product and manufacturer that complies with other specified requirements. The Owner's Representative will select the color, pattern, and texture from the product line selected.

F. Allowances:

1. Refer to individual Specification Sections and "Allowance" provisions in Division 01 for allowances that control product selection, and for procedures required for processing such selections.

1.7. SUBSTITUTIONS

- A. Architect/Engineer will consider requests for Substitutions 10 days prior to bid.
- B. Substitutions may be considered after bids when a product becomes unavailable through no fault of the Subcontractor.
- C. Document each request with complete data substantiating compliance of proposed Substitution with Contract Documents.
- D. A request constitutes a representation that the Subcontractor:
 - 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 or other affected Subcontractors.
 - 4. Waives claims for additional costs or time extension which may subsequently become apparent.
- E. 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.
- F. Substitution Submittal Procedure:
 - 1. Submit electronic copy of the Request for Substitution form 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.
 - 3. The Architect/Engineer will notify the Subcontractor in writing, through the Construction Manager, of their decision to accept or reject request.

01 7000 EXECUTION REQUIREMENTS

SECTION INCLUDES

- A. Cutting and Patching
- B. Alteration Project Procedures
- C. Construction Cleaning
- D. Construction Waste Management
- E. Starting of Systems
- F. Close-out Procedures.
- G. Punch List
- H. Project Record Documents.
- I. Operations & Maintenance Manual
- J. Guarantees and Warranties

1.1. CUTTING AND PATCHING

A. Each Subcontractor shall make arrangements with other Subcontractors and the CM for fitting his Work into the general construction. Where the Subcontractor was given sufficient information as to required openings prior to construction, the cost for additional cutting and restoring shall be paid for by the Subcontractor failing to provide the required openings.

B. Each Subcontractor shall be responsible for cutting, fitting, and patching that may be required to complete his work. Subcontractors shall not endanger Work of other Subcontractors by cutting, excavating, or otherwise altering Work: and shall not cut or alter the work of another Subcontractor except with written consent of the CM. Costs caused by defective or ill-timed work shall be borne by the party responsible.

- C. Submit written request in advance of cutting or alteration which affects:
- 1. Structural integrity of any element of Project.
- 2. Integrity of weather-exposed or moisture-sensitive element.
- 3. Efficiency, maintenance, or safety of any operational element.
- 4. Visual qualities of sight exposed elements.
- 5. Work of Owner or separate contractor.
- D. Include in request:
- 1. Identification of Project.
- 2. Location and description of affected work.
- 3. Necessity for cutting or alteration.
- 4. Description of proposed work, and products to be used.
- 5. Alternatives to cutting and patching.
- 6. Effect on work of Owner or separate contractors.
- 7. Written permission of affected separate contractors.
- 8. Date and time work will be executed.
- E. Primary Products: Those required for original installation.
- F. Inspect existing conditions prior to commencing Work, including elements subject to damage or movement during cutting and patching.
- G. Beginning of cutting or patching means acceptance of existing conditions.
- H. Provide protection from elements for areas which may be exposed by uncovering work.
- I. Execute work by methods to avoid damage to other Work, and which will provide appropriate surfaces to receive patching and finishing.
- J. Cut rigid materials using masonry saw or core drill. Pneumatic tools are not allowed without prior approval. Do not pound or make openings with hammers without approval of Construction Manager.
- K. Restore work with new products in accordance with requirements of Contract Documents.
- L. Fit work tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- M. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with fire rated material to full thickness of the penetrated element, and provide escutcheon

plates where exposed

D. Refinish surfaces to match adjacent finish. For continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit. Patchwork is subject to Construction Manager or Architect approval.

- E. Subcontractors shall coordinate cutting and patching with other Subcontractors to avoid duplication of efforts and to avoid recutting completed work.
- F. Requirements for Structural Work:
 - a. Do not cut and patch structural elements in a manner that would reduce their load-carrying capacity or load-deflection ratio.
 - b. Prior to removing existing construction, provide temporary sheeting, underpinning, shoring, and bracing to carry the loads and stresses withstood by any removed items. Subcontractor is responsible for the adequacy of same, as well as for any damage to the existing building, or contents thereof, resulting from inadequate sheeting, underpinning, shoring, and bracing.
 - Obtain acceptance of the cutting and patching procedure before cutting and patching structural elements.
- G. Operational and Safety Limitations:
 - a. Do not cut and patch operating elements or safety related components in a manner that would result in reducing their capacity to perform as intended, or result in increased maintenance, or decreased operational life or safety.
 - b. Obtain Owner's and/or governing agency approval of the cutting and patching procedure before cutting and patching operating elements of safety related systems.
- H. Visual requirements:
 - a. Do not cut and patch construction exposed on the exterior or in occupied spaces, in a manner that would, in the Owner's Representative's opinion, reduce the building's aesthetic qualities, or result in visual evidence of cutting and patching. Work that is cut and patched in a visually unsatisfactory manner shall be removed and replaced.

1.2. ALTERATION PROJECT PROCEDURES

- A. Verify that demolition is complete, and areas are ready for installation of new Work.
- B. Beginning of restoration Work means acceptance of existing conditions.
- C. Cut, move, or remove items as necessary for access to alterations and renovation Work. Replace and restore at completion.
- D. Remove unsuitable material not marked for salvage, such as rotted wood, corroded metals, and deteriorated masonry and concrete. Replace materials as specified for finished Work.
- E. Remove debris and abandoned items from area and from concealed spaces.
- F. Subcontractor shall remove existing construction items, materials, etc., noted on drawings to be removed or otherwise required to be removed in order to properly execute any and all remodeling, new construction and related work required for respective work category.
- G. Prepare surface and remove surface finishes to provide for proper installation of new work and finishes.
- H. Close openings in exterior surfaces to protect existing work from weather and extremes of temperature and humidity. Insulate ductwork and piping to prevent condensation in exposed areas.
- I. Coordinate work of alternations and renovations to expedite completion.
- J. Refinish visible existing surfaces to remain in renovated rooms and spaces, to specified condition for each material, with a neat transition to adjacent finishes. Patch or replace portions of existing surface which show imperfections prior to re-finishing.
- K. Where new Work abuts or aligns with existing, perform a smooth and even transition. Patched Work to match existing adjacent Work in texture and appearance.
- L. When finished surfaces are cut so that a smooth transition with new work is not possible, terminate existing surface along a straight line at a natural line of division and make recommendation to Architect/Engineer.
- M. Where a change of plane of 1/4 inch or more occurs, submit recommendation for providing a smooth transition for Architect/Engineer review.

1.3. CONSTRUCTION CLEANING

- A. The Work of this Section shall be included as a part of the Contract Documents of each Subcontractor on this Project. Where such Work applies to only one Subcontractor, it shall be defined within the Specification as to which Subcontractor the Work belongs.
- B. Recognizing that construction processes create large amounts of debris, waste material, dirt and other rubbish and that the accumulation of these products impedes works progress and are a safety hazard, an eyesore, and a violation of local regulations, each Subcontractor who bids and accepts a contract for any portion of the work, accepts the positive responsibility of keeping the work site clean as defined herein and agrees to comply with the spirit as well as the letter of this specification. If in the sole opinion of the Construction Manager, the Subcontractor does not perform clean up satisfactorily, the Construction Manager will order clean up to be done by another source and deduct cost thereof from moneys due to the Subcontractor or among various Subcontractors proportionately in such a manner as seems proper to the Construction Manager.
- I. The Construction Manager reserves the right to act on behalf of the Owner pertaining to the cleanup responsibility that is a part of each Subcontractor's Work. The cleaning up included in the General Conditions and the statement concerning cleanup which is included in each Subcontractor's Scope of Work will serve as the required notice called for in the General Conditions.

C. DAILY DEFINABLE CLEANING

- Each Subcontractor shall effectively confine dust, dirt, and noise to the actual construction area as approved by the Construction Manager. As debris is created, it will be the responsibility of each Subcontractor to place his recyclables, rubbish and debris into dumpster type containers provided by the Construction Manager. On a daily basis, identifiable debris and waste or recyclable materials will be cleaned up by the Subcontractor responsible for generation of the waste.
- 1. Housekeeping Directives for definable debris (see sample at the end of this section) will be issued to all Subcontractors not fulfilling their definable debris clean-up responsibilities. If this cleanup is not performed to the satisfaction (evaluating both quality and timing) of the Owner or the Construction Manager, it will be performed by others at the Subcontractor's expense. All charges, including related administrative costs (including a markup of 15%) as incurred by the Construction Manager for definable cleanup completed by the Construction Manager or at their direction will be deducted from the current progress payment due the Subcontractor.
- 2. Cleaning Equipment (Brooms, Shovels, Barrels, etc.) and accessories (dust masks, etc.,) will be the responsibility of each Subcontractor to provide for their clean up.

D. COOPERATIVE CLEANING

- 1. One day each week (day to be determined by the Construction Manager) and more often if necessary, each Subcontractor shall perform an overall cooperative cleanup of the project, as directed by the Construction Manager. This cooperative cleaning is for purpose of cleaning debris and material from the jobsite. The clean-up will be completed under the direction of the CM in the locations designated by the CM. Cooperative cleanup efforts will involve the required amount of resources from the trades on site during the subject week as determined by the CM.
- 2. Each Subcontractor working on this Project will provide four manhours for each 200 manhours expended per week or fraction thereof. This labor is to be dedicated to indefinable cleanup under the supervision of the Construction Manager. For example:
 - i. 100 Man hours/wk. = 2 hrs. Cleanup.
 - ii. 200 Man hours/wk. = 4 hrs. Cleanup.
 - iii. 400 Man hours/wk. = 8 hrs. Cleanup.
- 3. Each Subcontractor will be responsible for providing broom(s) and necessary cleaning equipment (including sweeping compound) for their participant(s) in the cooperative clean ups.
- 4. All Subcontractors failing to participate in the cooperative cleanup will be assessed a financial penalty equivalent to the number of man hours for which they are responsible at a rate of \$50/hour. Subcontractors with tardy participants will be given a penalty of \$50. The Construction Manager will supplement the labor for any Subcontractor failing to have participant at the cooperative cleanup as required.

5. The time and location of the cooperative cleanup will be arranged at the Weekly Contractor Meetings. Each Subcontractor will provide to the Construction Manager the names of their participant(s) for the cooperative cleanup.

E. HAZARDS CONTROL

- 3. Store volatile waste and any other hazardous waste in covered metal containers and remove them from premises and legally dispose of these wastes daily.
- 4. Prevent accumulation of waste which creates hazardous conditions.
- 1. Provide adequate ventilation during use of volatile or noxious substances.
- F. Conduct cleaning and disposal operation to comply with local ordinances and anti-pollution laws.
 - 5. Do not burn or bury rubbish and waste materials on project site.
 - 6. Do not dispose of volatile wastes (mineral spirits, oil, or paint thinner) or any other hazardous materials in storms or sanitary drains or in any other illegal fashion.
 - 7. Do not dispose of any waste into streams or waterways.
- G. Use only cleaning materials recommended by manufacturer of surface to be cleaned. The use of "Green Certified," nonpolluting, low V.O.C. cleaning materials is required.
- J. Use cleaning materials only on surfaces recommended by cleaning material manufacturer.
- K. Each Subcontractor shall perform his respective final clean up and shall leave the project in a clean, neat condition, prior to final acceptance of their work. Scheduling of final cleaning will be at the direction of the Construction Manager.
- L. The following are examples, but do not define limits, of cleaning levels required:
 - 1. Remove labels which are not required as permanent labels. Clean all permanent labels.
 - 2. Clean reflecting and transparent materials, including mirrors and window/door glass to a polished condition, removing substances which are noticeable as vision obscuring materials. Replace broken glass and damaged reflecting and transparent materials.
 - Clean exposed exterior and interior hard surfaced finishes, to a dirt-free condition, free of dust, stains, films, and similar noticeable distracting substances. Except as otherwise indicated, avoid disturbance of natural weathering of exterior surfaces. Restore reflective surfaces to original reflection condition.
 - Wipe surfaces of mechanical and electrical equipment, ductwork, piping, and raceways clean, including elevator equipment and similar equipment; remove excess lubrication and other substances
 - 5. Remove debris and surface dust from limited access spaces including roofs, plenums above ceilings, shafts, chases, trenches, equipment vaults, manholes, attics, and similar spaces.
 - 6. Clean concrete floors in non-occupied spaces fine-broom clean.
 - Vacuum clean carpeted surfaces and similar soft surfaces. Vacuum, mop, damp wipe and Clean all finished hard surfaces
 - 8. Clean plumbing fixtures to a sanitary condition, free of stains, including those resulting from water exposure.
 - 9. Clean light fixtures, lenses, and lamps so as to function with full efficiency.
 - 10. Clean project site (yard and grounds), including landscaped areas, of litter and foreign substances. Sweep paved areas to a broom clean condition; remove stains, chemical spills, and other foreign deposits by power-washing or as required to achieve a clean surface. Remove all erosion control systems, temporary fencing, and barricades and rake the areas smooth to provide smooth regular transition to adjacent surfaces. Seed said transition area thereafter. Rake grounds, which are neither planted nor paved, to a smooth, even textured surface.

1.4. CONSTRUCTION WASTE MANAGEMENT

- M. The Construction Manager shall provide and pay for dumpster type rubbish and recycling containers adequate for the project recyclables, waste, debris, and rubbish for the life of the project for all Subcontractors, unless this work is specifically assigned to another trade contractor within their scope of work.
- N. Recycling is required for all materials as designated by the Construction Manager, minimally: concrete, asphalt, masonry, cardboard, masonry, plastic, and metals.
- O. No demolition material is allowed in the dumpster. Removal of demolition material from the site is the responsibility of the Subcontractor performing said demolition, and when stipulated, demolition debris must be recycled.

SECTION 01 7000 EXECUTION REQUIREMENTS

HOUSEKEEPING DIRECTIVE FOR DEFINABLE DEBRIS			
PROJECT:	DATE:		
LOCATION:	PROJECT NO.:		
TO:			
SUPT:			
The Michigan Occupational Safety and Health Act of 199	91, Part 1, Paragraph R408.40119, Rule 119 requires that all ontract Documents (Section 01 7000) also state that you are		
Accordingly, you are hereby directed to take the following	Housekeeping Action.		
F. Submit final written warranties endorsed by	the manufacturer and the Subcontractor to the Construction		
If this directive is NOT satisfied by debris will be removed by others and all costs assorpayment due.	_ato'clock, the ciated thereto will be deducted from your current partial		
Thank you for your immediate cooperation.	By: DAVENPORT BROTHERS CONSTRUCTION		
Acknowledgment of Completion	DAVENPORT BROTHERS CONSTRUCTION		
Subcontractor:	Date:		
Davenport Brothers Construction	Date:		

1.5. STARTING OF SYSTEMS

- A. Coordinate schedule for start-up of various equipment and systems.
- B. Notify Architect/Engineer seven days prior to start-up of each item.
- C. Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, or other conditions which may cause damage. Record evidence and data.
- D. Verify that tests, meter readings, and specified electrical characteristics agree with those required by the equipment or system manufacturer. Record evidence and data.
- E. Verify wiring and support components for equipment are complete and tested. Record evidence and data.
- F. Execute start-up in accordance with manufacturer's instructions. Record evidence of full compliance with C, D, and E above, in a written start-up test report for each piece of equipment and for each system as a whole, within the O & M manual required in Section 01 7000.
- G. Employ and pay for services of an independent firm to perform testing, adjusting, and balancing.
- H. Adjust operating products and equipment to ensure smooth and unhindered operation, operating within tolerances/ranges and in full compliance with manufacturers printed operating instructions.
- Provide manufacturers' printed instructions for start-up, adjusting, include description of equipment, method of operation and control including motors, pump units, signals, and special or non-standard features provided.
- J. Provide schematic diagrams covering electrical equipment installed, including changes made in final work, with symbols listed corresponding to identity of markings on equipment.
- K. Compile information as required by provisions of Section 01 7000.
- L. Provide factory authorized representative training services to the Owner's designated personnel.

1.6. CLOSE-OUT PROCEDURES

- A. Prior to requesting Architect/Engineer inspection for certification of Substantial Completion (for either entire Work or portions thereof), complete the following and list known exceptions in request:
 - 1. Provide certification that Work is substantially complete along with Subcontractor's punch list specifying incomplete items, reasons the Work is incomplete, by what date and what action is being taken to complete any open items.
 - 2. Advise Owner of pending insurance changeover requirements.
 - 3. Submit specific warranties, workmanship/maintenance bonds, maintenance agreements, agreements, final certifications, and similar documents.
 - Obtain and submit releases enabling Owner's full and unrestricted use of the work and access to services and utilities, including occupancy permits, final inspection certificates, Fire Marshal Affidavits, and similar releases.
 - Deliver tools, spare parts, extra stocks of materials, and similar physical items to CM. changeover in security provisions.
 - 6. Make final changeover of locks and transmit keys to CM and advise CM/Owner's personnel of changeover in security provisions.
 - 7. Complete start up testing of systems and instructions of Owner's operating/maintenance personnel. Discontinue and remove from project site, temporary facilities, and services, along with construction tools and facilities, mock-ups, and similar elements.
 - 8. Complete final cleaning requirements.
- B. Prior to requesting Architect/Engineer inspection for close-out and certification of final payment, complete the following:
 - 1. Refer to Payment and Completion Article of Supplementary Conditions.
 - 2. Submit copy of Architect/Engineer final punch list of itemized work to be completed or corrected, certifying that each item has been completed or otherwise resolved for acceptance.
 - 3. Submit recorded drawings and similar final record information.
 - 4. Certification of code compliance.
 - 5. Submit certification stating that no materials containing asbestos were incorporated into the Work.

6. Complete Davenport Brothers Construction Company accounting department final close- out requirements including, but not limited to, final payment request, final waivers, release of all claims, and consent of bonding surety to final payment.

1.7. PUNCH LIST

- A. Each Subcontractor shall prepare and keep his own room by room, item by item, detailed punch list on the job <u>prior to the Architect/Construction Manager's preparation of a project punch list</u>. This punch list is for use by his employees and subcontractors to facilitate completion of the Work. Subcontractor shall submit copy of punch list to Construction Manager within seven (7) days of request or substantial completion whichever is sooner and shall notify Construction Manager upon completion of work.
- B. The Subcontractor's inspection shall be as thorough as possible, in accordance with his desire to provide first class workmanship and maintain good reputation and shall include all Work under his Contract, including that of his subcontractors.
- C. The Architect and/or the Construction Manager shall observe the Work, providing Work on the Subcontractor's punch list has been completed, and prepare the Project Punch List, utilizing PlanGrid Issues, for use by the Subcontractors and their subcontractors to expedite proper completion of the Work.
- D. Each Subcontractor must accomplish his initial and subsequent Project Punch List corrective items within fourteen (14) calendar days of notification of such work. Each Subcontractor shall notify the Construction Manager of his intended schedule to accomplish such Punch List items. If the Subcontractor, for any reason, does not expect to complete his work within this time limit, he shall notify the Construction Manager, in writing, within seven (7) days. On such notification, the Subcontractor must explain his reasons for such delay. Lack of response by the responsible Subcontractor in accomplishing such work will be cause for his work to be assigned to others and all costs expended shall be charged to that Subcontractor. In the interest of the Owner, and to accommodate other Subcontractors, the above procedure will be strictly enforced.

1.8. PROJECT RECORD DRAWINGS

- A. Maintain within PlanGrid, the following record documents; record actual revisions to the Work:
 - 1. Contract Drawings.
 - 2. Specifications.
- B. Store Record Documents separate from documents used for construction.
- C. Each Subcontractor shall update "Project Record" drawings within PlanGrid using the Mark-up Tool. Drawings shall incorporate changes made in the Work of the respective trades during the construction period. Such changes shall be indicated at the time they occur.E
- D. Each Subcontractor also shall maintain one copy of specifications, addenda, approved shop drawings, change orders, field orders, other contract modifications, and other approved documents, product data and samples submitted by the Subcontractor, in compliance with various sections of the specifications
- 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. Each of these project record documents shall be clearly marked "Project Record Copy"; maintained in good condition; available for observation by the Architect; and shall not be used for construction purposes. Mark up the document to show:
 - 1. Significant changes and selections made during the construction process date each notation.
 - 2. Significant detail not shown in the original Contract Documents including change orders.
 - 3. The physically measured location of underground utilities and appurtenances dimensionally referenced to permanent surface improvements.
 - 4. The location of internal utilities and appurtenances concealed in building structures, referenced to visible and accessible features of the structures.
 - 5. When elements are placed exactly as shown on Drawings, so indicate; otherwise show location and including dimensions of all elements whose location has changed from the design.
- G. Prior to final payment on the Project, submit through the Construction Manager to the Architect the "Project Record" Drawings for changes recorded for the Work of Civil, Structural, Architectural (including Finishes and Elevations).
- H. Prior to final completion, the Subcontractors for Mechanical Work and Electrical Work shall update their working drawings with changes made in their Work.
 - 1. Each drawing shall show final location routing of piping, ductwork (including size), conduits, circuitry,

valves, operators, actuators, etc.

1.1. OPERATION AND MAINTENANCE MANUALS

- A. Immediately <u>upon receipt of approved shop drawings/product data</u>, each Subcontractor shall submit to the Construction Manager an electronic copy of a comprehensive Maintenance and Operating Manual, presenting complete directions and recommendations for the proper care and maintenance of visible surfaces as well as maintenance and operating instructions for equipment items which he has provided.
- 1. At a minimum, the Operation and Maintenance Manuals will contain:
 - Manual index cross referencing specification numbers for each item
 - Operating instructions
 - Emergency instructions
 - · Spare parts list.
 - · Copies of warranties
 - Wiring diagrams
 - Recommended maintenance procedures and "turn around" cycles.
 - Manual index cross referencing specification numbers for each item
 - · Operating instructions
 - · Emergency instructions
 - Spare parts list.
 - · Copies of warranties
 - Wiring diagrams
 - · Recommended maintenance procedures and "turn around" cycles.
 - · Inspection and system-test procedures
 - · Copies of applicable Shop Drawings
 - · Copies of applicable Product Data
 - Fixture lamping schedule.
 - Maintenance drawings and diagrams
 - · Listing of required maintenance materials
 - · Precautions against improper maintenance
 - Names and addresses of nearest service outlets, distributors, or factory outlets for each piece of equipment.
- B. Operating instructions shall include necessary printed directions for correct operations, adjustment, servicing, and maintenance of movable parts. Operating instructions must include complete integration of new systems with existing systems and how they are to operate together, in series, sequence, etc. Also included shall be suitable parts lists, approved shop drawings, and diagrams showing parts location and assembly.
- C. Finished manuals shall be electronic documents with bookmarks identifying For each titled item or work portion, manual must provide the names, addresses, and phone numbers of the following parties:
- D. For each titled item or work portion, manual must provide the names, addresses, and phone
 - 1. Subcontractor/installer
 - 2. Manufacturer
 - 3. Nearest dealer/supplier
 - 4. Nearest agency capable of supplying parts and service
 - 5. numbers of the following parties
 - 6. Owner's name
 - 7. Name and address of Architect.
 - 8. Name and address of Construction Manager
 - 9. Name and address of Subcontractor.
 - 10. Date of submission

1.2. OWNER TRAINING AND DEMONSTRATION

	detailed review of the following iter	/ include a detailed revi	 Owner Training shall minimall
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•	Maintenance manuals		Control sequences
•	Record documents		Hazards
•	Spare parts and materials		Cleaning
•	Special Tools		Warranties and bonds
•	Lubricants	•	Maintenance agreements & similar
•	Fuels		continuing commitments.
•	Identification systems		

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B. As part of instruction for operating equipment, demonstrate the following procedures: Start-up

Shutdown

Emergency operations

Noise and vibration adjustments

Safety procedures

Economy and efficiency adjustments

Effective energy utilization

1.3. GUARANTEES AND WARRANTIES

- A. This Section specifies general administrative and procedural requirements for warranties and bonds required by the Contract Documents, including manufacturer's standard warranties on products and special warranties.
 - 1. Refer to the Supplementary General Conditions for terms of the Subcontractor's special warranty of workmanship and materials.
 - 2. Specific requirements for warranties for the Work and products and installations that are specified to be warranted, are included in the individual Sections of Specification Divisions 2 through 33.
 - 3. Certifications and other commitments and agreements for continuing services to Owner are specified elsewhere in the Contract Documents.
- B. Disclaimers and Limitations
 - Manufacturer's disclaimers and limitations on product warranties do not relieve the Subcontractor of the warranty on the Work that incorporates the products, nor does it relieve suppliers, manufacturers, and subcontractors required to countersign special warranties with the Subcontractor.
- C. The Term "Warranty":
 - As defined in the AIA "Glossary of Construction Industry Terms", May 1991 edition: "A warranty is a legally enforceable assurance of quality or performance of a product or Work, or the duration of satisfactory performance".
- D. Standard Product Warranties:
 - 1. Standard Project Warranties are preprinted written warranties published by individual manufacturers for particular products and where indicated are specifically endorsed by the manufacturer to the Owner.
- E. Special Warranties:
 - 1. Special Warranties are written warranties required by or incorporated in the Contract. Manager prior to the date determined for Substantial Completion. These final written warranties will include all specific warranties, whether they are "special" or "standard." If the Certificate of Substantial Completion designates a commencement date for warranties other than the date of Substantial Completion for the Work, or a designated portion of the Work, submit written warranties upon request of the Construction Manager. When a special warranty is required to be executed by the Contractor, or the Contractor and subcontractor, supplier, or manufacturer, prepare a written document that contains appropriate terms and identification, ready for execution by the required parties. Submit a draft to the Owner through the Construction Manager for approval along with original submittal prior to final execution.
- G. Form of Submittal:
 - At Final Completion, compile electronic copies of each required warranty and bond properly
 executed by the Subcontractor, or by the Contractor, subcontractor, supplier, or manufacturer.
 Organize the warranty documents into an orderly sequence based on the table of contents of the
 Project Manual.
 - 2. When operating and maintenance manuals are required for warranted construction, provide additional copies of each required warranty, as necessary, for inclusion in each required manual.