

CHELSEA SCHOOL DISTRICT

**North Creek & South Meadows
Elementary Playground Improvements**

RFP # 09-10-04

OWNER

CHELSEA SCHOOL DISTRICT
Administrative Offices, 500 Washington Street
Chelsea, MI 48118

ARCHITECT/ENGINEER

KINGSCOTT ASSOCIATES, INC.
229 East Michigan Ave, Suite 335
Kalamazoo, MI 49007
(800) 632-7815 Phone
(269) 381-9110 Fax

Construction Administrator

Ron Livengood
Chelsea School District, Director of Operations
14138 E. Old US 12, Chelsea MI. 48118
734-433-2276 Phone
734-433-2219 Fax
rlivengood@chelsea.k12.mi.us e-mail

Bid Due Date: Wednesday 6/2/2010 @ 2 PM

**Pre Bid Date: Friday 5/21/2010 at North Creek Elementary, 3:30 PM, Meet at the office.
699 McKinley St., Chelsea MI. 48 118**

Deliver Bids to:

Chelsea School District
Administration Building
500 E Washington St.
Chelsea, MI.
48118

PROJECT: Chelsea School District
North Creek & South Meadows Elementary Playground Improvements
RFP # 09-10-04

PROJECT SITE: North Creek & South Meadows Elementary
699 McKinley
335 Pierce Street
Chelsea, MI 48118

OWNER: Chelsea School District
Administrative Offices, 500 Washington Street
Chelsea, MI 48118

ARCHITECT/ENGINEER: Kingscott Associates, Inc.
229 East Michigan Ave., Suite 335
Kalamazoo, MI 49007

CONSTRUCTION ADMINISTRATOR:

Ron Livengood
Chelsea School District
Director of Operations
734-433-2276 Phone
734-433-2219 Fax
rlivengood@chelsea.k12.mi.us email

North Creek & South Meadows Elementary Playground Improvements

RFP # 09-10-04

Issued Date May 14, 2010

Chelsea School District
RFP # 09-10-04
North Creek & South Meadows Elementary Playground Improvements

TABLE OF CONTENTS

00001	TITLE PAGE
00010	TABLE OF CONTENTS
	BIDDING REQUIREMENTS, FORMS AND CONDITIONS
00105	NOTICE TO BIDDERS
00200	INSTRUCTIONS TO BIDDERS - SCOPE OF WORK DESCRIPTIONS
00300	INFORMATION AVAILABLE TO BIDDERS
	APPENDICES ATTACHED BY REFERENCE
	REQUEST FOR INFORMATION FORM
	MICHIGAN DEPARTMENT OF LABOR & ECONOMIC GROWTH
	PREVAILING WAGES
00400	BID PROPOSAL FORM
	CONTRACTING REQUIREMENTS
00502	CONTRACTOR/OWNER AGREEMENT & GENERAL CONDITIONS
00600	INSURANCE CERTIFICATES
	DIVISION 1 - GENERAL REQUIREMENTS
01010	SUMMARY OF WORK
01019	PRICE AND PAYMENT PROCEDURES
01039	ADMINISTRATIVE REQUIREMENTS
01230	ALTERNATES
01300	SUBMITTALS
01310	PROJECT SCHEDULING
	MILESTONE SCHEDULE
01400	QUALITY CONTROL
01500	CONSTRUCTION FACILITIES
01600	PRODUCT REQUIREMENTS
01700	EXECUTION REQUIREMENTS
	TECHNICAL SPECIFICATIONS & DRAWINGS
COV	Cover Sheet / South Meadows Site Plan
C-1	Site Layout Plan – North Creek
C-2	Site Details
116800	Play Equipment and Structures
311000	Site Clearing
312000	Earth Moving
321313	Concrete Paving
329200	Turf and Grasses
334100	Storm Drainage
312816.13	Playground Surfacing

END OF TABLE OF CONTENTS

May 14, 2010
Bid Announcement for:

PROJECT: Chelsea School District
North Creek & South Meadows Elementary Playground Improvements
RFP # 09-10-04

OWNER: CHELSEA SCHOOL DISTRICT
Administrative Offices, 500 Washington Street
Chelsea, MI 48118

ARCHITECT: VIRIDIS DESIGN GROUP
313 North Burdick Street
Kalamazoo, Michigan
49007
269-978-5143
viridis@virdg.com

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

<u>CATEGORY</u>	<u>DESCRIPTION</u>
1-2-1	EARTHWORK AND SITE IMPROVEMENTS
1-11-1	PLAYGROUND EQUIPMENT AND SURFACING

BID PROPOSALS ARE REQUESTED AND WILL BE RECEIVED AS A "SINGLE LUMP SUM PROPOSAL" with details as requested on the Bid form PRIOR TO 2:00 PM, LOCAL TIME, ON WEDNESDAY 6/2/2010.

BID PROPOSALS FOR THE ABOVE WORK CATEGORIES MUST BE RECEIVED ON OR BEFORE THE BID OPENING DATE AND TIME. BIDS ARE TO BE DELIVERED TO:

Chelsea School District
Administration Building
500 E Washington St.
Chelsea, MI.
48118

EEO M/F/H/V

BID SECURITY IN THE FORM OF BONDS ARE REQUIRED TO BE SUBMITTED WITH ALL PROPOSALS. BID SECURITY IN THE FORM OF A CERTIFIED CHECK IS ACCEPTABLE BID SECURITY ONLY FOR PROPOSAL LESS THAN \$50,000.

ALL BIDS MUST CONTAIN A SWORN AND NOTARIZED STATEMENT DISCLOSING ANY FAMILIAL RELATIONSHIP EXISTING BETWEEN THE BIDDER OR ANY EMPLOYEE OF THE BIDDER AND ANY MEMBER OF THE SCHOOL BOARD OR THE SCHOOL SUPERINTENDENT.

Pre Bid Meeting: Pre Bid Date: Friday 5/21/2010 at North Creek Elementary, 699 McKinley St., Chelsea MI. 48 118. Time will be 2:00 PM, Meet at the office.

All Bid Documents, Plans, Specifications, Addendums, Bid Notices for this project are available on the CHELSEA SCHOOL DISTRICT Web Site at the following link:

www.chelsea.k12.mi.us/beachrfp

All documents for this project will be listed under the project titled:

“ RFP #09-10-04 North Creek & South Meadows Elementary Playground Improvements”

It is the Bidders responsibility to check this Web Site for any and all updates. NOTICES WILL NOT BE SENT AS ANY ADDENDUMS ARE ADDED FOR THIS PROJECT. After bidding is complete, bid tabulations and awards will also be posted to this web site.

All updates will be posted to this web site, and bidders are responsible for checking this web site for updates. If you are bidding this project and would like your companies name added to the bidders list, please send your company information to rlivengood@chelsea.k12.mi.us

Chelsea School District will be the Construction Administrator for this project.

Questions concerning this RFP should be directed to **Ron Livengood**, Director of Operations, Chelsea School District, (734) 433-2200, ext. 4076, or by e-mail rlivengood@chelsea.k12.mi.us

Any reproduction and printing of the contract documents shall be at the bidders expense.

END OF SECTION

PROJECT: Chelsea School District
North Creek & South Meadows Elementary Playground Improvements
RFP # 09-10-04

1. Bids are to be submitted to: Chelsea School District
Administration Building
500 E Washington St.
Chelsea, MI.
48118

2. Bids must be **RECEIVED** not later than **2:00 PM**, LOCAL TIME, ON **WED 6/2/2010**, for all bid categories. Late bids will be returned unopened.

3. Use the Bid Proposal Form provided in the bidding documents to prepare and submit bid in duplicate. Do not modify, alter, qualify, or attach stipulations to your Bid Proposal Form. The Owner reserves the right to reject such bids as non-responsive

4. Plan availability: **All Bid Documents, Plans, Specifications, Addendums, Bid Notices for this project are available on the CHELSEA SCHOOL DISTRICT Web Site at the following link:**
www.chelsea.k12.mi.us/beachrfp

5. **SCHEDULE:** The District would like to complete this work during the summer of 2010. There will be some scheduling issues with an ongoing project at South Meadows, however they should be more coordination issues, than any issues that would negatively impact the bidders installation schedule. The District would prefer to have this work completed by 8/20/2010. Tentative schedule for North Creek would need to be similar to the following:

Site work & concrete curbing	WB 7/12
Structure installation	WB 7/26
Concrete surfacing	WB 8/2
Rubber installation	WB 8/16

At South Meadows, Site work & concrete curbing may need to be several weeks earlier. This work will need to be coordinated with the existing site & asphalt contractors.

We expect that the availability of the structure and the Playground Equipment Contractor's work schedule, will be the issue that drives the schedule. Bidders are to confirm the availability of the structures and indicate as of bid date, what the expected availability is. Final award will be dependent upon the contractor providing a letter from the manufacture indicating the availability of the structures and agreement to the installation schedule.

If you are unable to meet these tentative construction completion dates, please indicate so on your Bid Proposal, and note what installation dates your proposal is based upon. **Contract award should take place by 6/14/2010, with letters of intent sent to Contractors by 6/7/2010.** Contractors **MUST** include with their bid their proposed Start and Completion dates. These dates will become apart of the final contract.

6. **Pre Bid Meeting: Pre Bid Date: Friday 5/21/2010 at North Creek Elementary, 699 McKinley St., Chelsea MI. 48 118. Time will be 2:00 PM, meet at the office.** Contract Documents and Project Scope will be reviewed and questions will be answered.

7. **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. Any contractor wanting access to the site must call in advance an appointment. The playground area has scheduled activities from 8AM – 6PM daily.
8. **Permits & Inspections:** The designer of the project, Viridis Design Group, is of the opinion that the only required permit will be the soil erosion control.
9. **HAZARD COMMUNICATION STATEMENT:** Under no circumstances are Bidders to disturb Asbestos Containing Materials (AOWNER) 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 Owner.
10. **EXTRA WORK FEES:** For any additional work performed upon authorization of Owner, Bidder agrees to accept the following fees:
 1. There will be a fee of 15% applied to total cost of labor. 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.
 2. There will be a fee of 15% applied to total cost of material. Total cost of material includes applicable sales tax.
 3. There will be a fee of 7.5% applied to the quote of a Contractor's work performed for a Bidder. **These fees shall be acceptable as full compensation for extra work including all Bidder overhead and profit.**
 4. Additional bond premiums will be allowed at net invoice charge. A cost breakdown of all wages, material and vendor invoices must be submitted with all extra work to contracts.
 5. 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.
11. **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.
12. **UNIT PRICES:** Unit prices quoted shall be acceptable to the Contractor as full compensation for extra work required by the Owner **and** 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 **mandatory**. 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 Owner. Unit Price Forms are included in Section 00400 – Bid Proposal Form.
13. **ALLOWANCES:**
 - A. Purchase product/material under allowance only as specified, or as directed by the Owner. The amount of allowance includes: net cost of product, delivery to the site and applicable taxes. In addition to the amount of the allowance, include 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.
 - B. 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.
 - C. 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 Owner/Architect/Engineer. The Contractor will notify the Owner/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.

- D. Unused funds included under allowances shall be credited to the Owner by deduct Change Order prior to approval of Final Application for Payment.
- E. **ALLOWANCES WILL BE DETAILED ON EACH BID CATEGORY SCOPE OF WORK WHERE APPLICABLE.:**

14. **MANDATORY ALTERNATES:** Contractor agrees that prices quoted for Mandatory 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. Contractor understands the Owner reserves the right to elect to utilize these prices at the discretion of the Owner. It is understood that this Contractor's performance and timeliness in the Work described as Lump Sum Base Bid will be considered in the decision to authorize this Contractor 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 Contractor's Work at any time during the project, as is practical, for the stipulated sums quoted. The Owner reserves the right to award this Contract on the basis of any combination of Mandatory and Voluntary Alternates, if in their best interest to do so. Reference Specification 01230 Alternates.

Bid Category 1-2-1: Earthwork

Mandatory Alt #1, All work at South Meadows

Mandatory Alt #2, Additional 60yd Playground Wood Fiber

Mandatory Alt #3, Additional sub Base Removal & Replacement

Bid Category 1-11-1: Playground Equipment

Alt #4 North Creek, Alternate Manufacture _____

Mandatory Alt #5, All work at South Meadows, Manufacture _____

Alt #6, All work at South Meadows, Manufacture _____

15. **VOLUNTARY ALTERNATES:** Submit Voluntary Alternates at location indicated on Proposal Form. 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 Mandatory Alternates are not offered. The Owner reserve the right to award this Contract on the basis of any combination of Mandatory and Voluntary Alternates, if in their best interest to do so.

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 Owner of any conditions or defects that will affect the results. Failure to so notify will constitute the Bidder's acceptance of the conditions.

Each Bidder shall examine the bidding documents carefully. In the event that the documents require interpretation or correction of any inconsistency, ambiguity, or error, the Bidder will notify the Owner

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 Owner after the Contractor 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, nor Architect 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 to provide the bidder all other information he may require to properly execute and complete the Work. If inspection presents any unanswered questions, they must be submitted in writing to the Owner as described above.

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 asked, 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.

18. BIDDING PROCEDURES

- A. A bid is invalid if it has not been deposited at the designated location 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 be returned unopened.
- B. Prior to the receipt of bids, addenda will be mailed or delivered to each person or firm recorded by Owner as having received the bidding documents and will be available for inspection wherever the bidding documents are kept available for that purpose. 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 received all addenda issued and shall acknowledge receipt in the bid.
- 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 signed, no authorization is required.
 4. Individual signing in 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 in an opaque, sealed envelope. Identify the envelope with:
1. Project name.
 2. Name and address of bidder.
 3. Notation "BID ENCLOSED."
 4. Bid Package, Work Category name and number.
- E. No responsibility shall attach 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 location designated.
- G. Negligence in preparation, improper preparation, errors in and/or omissions from the bid shall not relieve the bidder from fulfillment of any and 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
 3. 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
 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 Owner a properly executed Contractor's Qualification Statement or other informational format specified by the Owner after bid opening. Bidders shall be prepared to submit their most recent audited financial statement prior to the Owner 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 not preclude the Owner from recovering from the bidder the full difference between the amount bid and the amount for which the Owner ultimately contracts to have the work done, nor shall it entitle the Owner to recover an amount greater than such difference.
- 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 Chelsea School District .
- G. Minimum surety requirements are included herein under requirements for Performance and Labor and Material Bonds.

21. PERFORMANCE AND LABOR AND MATERIAL BONDS

- A. The bidder, if awarded the Contract, will be required by the Owner 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 may be requested at any time during the term of the Owner /Contractor Agreement, and 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 included in the base bid (Refer to the Bid Proposal Form - Section 00400: Bid Proposal Form).** Bonds signed by attorney-in-fact must be accompanied by a certified and effectively dated copy of their power of attorney.
- 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 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.

22. MINORITY, WOMAN, AND HANDICAPPER CONTRACTORS AND SUPPLIERS

- A. Bidders are urged to utilize minority, woman, and handicapper owned business on this project.

23. AWARD OF TRADE CONTRACTS

- A. Bid Proposals will be between the Owner and the successful bidder.
B. ~~No single subcontract may exceed 50% of the Lump Sum Base Bid for any Bid Category.~~

24. BUILDERS RISK INSURANCE

- A. Any Contractor/Supplier filing a builders risk claim will be responsible to pay the \$5,000 deductible.

25. 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 00001 through 01700) and Drawings/Specifications as prepared by Kingscott Associates, Inc. dated March 16, 2009, including all addenda. Particular emphasis is placed on the following requirements, which are stated below for emphasis and clarity. ALL Bidders of any category must include:

- A. Develop a complete understanding of other work categories and provide continuous coordination with interfacing trade contract work of other categories.
- B. 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.
- C. Submittals must be submitted within the appropriate amount of days to maintain schedule, reference section 01300. Allow for 10 days for the Architect/Engineer to review the submittal. See the milestone schedule for critical dates. 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.**
- D. Continuous trash removal and clean up required per section 01700 – Execution Requirements. **Dumpsters will be provided by each contractor.**
- E. The documents necessary for preparation of a responsive bid in this category are the technical specifications and drawings prepared by Owner & Kingscott Associates, Inc., dated February 5, 2008.
- F. All contractors shall comply with Federal, State and Local safety regulations.
- G. Contractors are responsible for information on ALL drawings. Review ALL Bid Category work descriptions and detail any discrepancies with your bid proposal form. When a specification

section included in your scope of work references a specification section not listed in your scope of work, review the other scopes of work to make sure it is completely covered. If it is not completely covered, you are responsible to cover that work under your scope of work.

- H. Where existing conditions (site and buildings) are damaged and/or disturbed during construction, the contractor responsible for the damage and/or disturbance is required to repair or replace back to its original condition. Repair/replacement is subject to the approval of the Owner.
- I. Contractor shall perform final cleaning in accordance with the specifications just prior to substantial completion and turnover to the Owner.
- J. Contractors is required to maintain clean/clear roadways at all times.
- K. If a conflict occurs between the Scopes of work and the specifications relevant to responsibility to complete the work (including information provided on the drawings), the scopes of work take precedence.
- L. Owner is responsible for ALL lead paint removal.
- M. Provide all permits, fees and inspections as required by the authorities having jurisdiction as applicable to your scope of work.
- N. All contractors must use the specified manufacturers and products specified in the technical specifications. If you would like to use a manufacturer/product not specified, you must have it approved during the bid process. No substitutions will be accepted after bids are received.
- O. While assembling your bid, if you are knowledgeable of a product/material that will not be available to meet the schedule, please notify the OWNER so alternative plans can be made. All products must be delivered and on site so that the schedule is not delayed.
- P. If demolition by your scope of work impacts a surrounding finished condition, you are required to correct/repair the condition and restore it back to its original condition.
- Q. Not Used.
- R. All employees working on site will be required to wear a construction identification badge which will be provided by the Owner.
- S. All contractors are encourage to review and incorporate the necessary construction facilities as detailed in specification section 01500.

SEE SCOPES OF WORK DESCRIPTIONS THAT FOLLOW:

SCOPES OF WORK DESCRIPTIONS

Bid Category 1-2-1: Earthwork

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 of 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

311000	Site Clearing
312000	Earth Moving
321313	Concrete Paving
329200	Turf and Grasses
334100	Storm Drainage

B. CLARIFICATIONS

1. Provide and maintain all soil erosion control measures per local/state governing agency. Reference SESC Requirements on Drawing C1.0. Obtain SESC Permit prior to starting work. Provide a copy of all SESC documentation to CM.
- 2.. Saw cut and remove asphalt or concrete as necessary to remove existing items, and to provide a smooth transition to new surfaces, as needed.
3. Include demolition/removal of all materials/equipment on site as shown on the drawings, EXCEPT for equipment to be reinstalled, which will be removed by the Playground Equipment Contractor.
4. All holes created by the removal of existing playground structures shall be filled with pea stone, and the area around them compacted as needed.
5. Remove existing material from the area indicated to receive new rubberized surface, down to sub grade level as indicated on the drawings. At North Creek, Your bid should include removal of all of the wood chips, decomposed wood chips, pea stone, and any underground barrier materials and cloth. For the purposes of bidding, Earthwork Contractor shall assume that an average of 1'4" of material will need to be removed. Further, the Earthwork Contractor should supply class II compacted sand to fill the excavated area to achieve the specified elevations, even if the amount is greater than shown in the detail. At South Meadows, the contractor should assume removal and supply to be per the detail. Further the Earthwork contractor shall include the thickness of the rubber will be 3", +/- 1.5". The Playground Equipment Contractor shall be responsible for specifying the final thickness of the rubber based upon the Playground Safety Codes.
- 6.. Provide a cost on a per yard basis for removal and replacement of unsuitable sub grade materials in excess of the amount needed to be removed to establish the appropriate sub grade level.
- 7.. Contractor shall make a reasonable attempt to salvage useable wood chip playground material from the area to be made into rubberized surface. Contractor shall re-distribute those salvaged wood chips on the adjacent playground area that remains wood chips. Contractor shall supply 60yds of new wood chips to be placed at the owners discretion. Contractor shall also supply the cost of a 2nd 60 yds as a mandatory alternate.
- 8.. Contractor to utilize whatever means & methods necessary to remove the existing playground material with out damaging the existing equipment. Contractor will need to prevent contamination of playground material that is to remain, with material that is being removed.
9. Provide tree protection as required/necessary.

10. Provide and maintain temporary fencing around the construction area of the playground. Orange safety fencing is all we expect to need.
11. Dimensions shown are approximate and for bidding purposes only. CAD information is available, and it is expected that the contractor will hire a licensed surveyor for the layout. Actual Build to Dimensions should all be taken from the CAD information.
- 12.. Remove spoils from site as needed.
13. Maintain clear and clean roadways and access ..
13. Place concrete slab in play structure area pouring around the existing structures.
14. Provide barricading/protection at open trenches
- 15.. Seed and topsoil all disturbed areas as identified

C. EXCLUDED

1. Playground equipment that is to removed and reinstalled in by the Playground Equipment contractor.

Bid Category 1-11-1: Playground Equipment

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 of 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

- | | |
|-----------|-------------------------------|
| 116800 | Play Equipment and Structures |
| 312816.13 | Playground Surfacing |

B. CLARIFICATIONS

1. Provide all concrete necessary to install playground equipment.
2. Remove concrete off of relocated equipment.
3. Incorporate Playground Notes from Drawing C1-0.
4. This contractor is responsible to remove & relocate playground equipment so noted on the drawing.
5. Supplied specified structures or approved equals. You may supply bids for more than one manufacture of structures. Bid evaluation will consider the value of the activities offered by different structures made by different manufactures. Bidders are encouraged to contact their suppliers EARLY in the bidding process to get specific comparable structure combinations approved before bid day. Due to the shortness of the bid evaluation time, pre-approval of proposed structures is encouraged.
6. NA

C. EXCLUDED

1. Concrete curbs and ramps
2. Play area pea gravel and drainage system

END OF SECTION

PART 1 - GENERAL

1. APPENDICES ATTACHED TO THESE SPECIFICATIONS BY REFERENCE HEREUNDER

A. Federal OSHA Regulation CFR 1926-58-Construction Standards

These appendices are incorporated by reference only. Bidders interested in viewing these appendices may do so at the Owner's office. Bidders acknowledge that they understand these appendices may have financial impact on their proposal and they assume responsibility for that potential cost impact.

2. REQUEST FOR INFORMATION FORM (Within this Section)

Send all requests for information to the Construction Administrator:

Ron Livengood

Director of Operations, Chelsea School District

Phone 734-433-2276

Fax 734-433-2219

E-Mail rlivengood@chelsea.k12.mi.us

BID PROPOSAL FORM

RFP # 09-10-04 North Creek & South Meadows Elementary Playground Improvements

BID CATEGORY: _____ **WORK DESCRIPTION:** _____

BIDDER'S NAME _____

LEGAL ADDRESS _____

_____ ZIP CODE _____

DELIVERY ADDRESS (IF DIFFERENT FROM ABOVE) _____

_____ ZIP CODE _____

TELEPHONE: AREA CODE _____ NUMBER _____

FAX PHONE: AREA CODE _____ NUMBER _____

E-MAIL ADDRESS: _____

PRIMARY CONTACT: _____

PROJECT: RFP # 09-10-04 North Creek & South Meadows Elementary Playground Improvements

THIS BID FORM HAS 5 PAGES. BE SURE TO INCLUDE ALL 5 PAGES WITH YOUR SUBMITTED BID. BIDDERS MUST BID THE MANDATORY ALTERNATES THAT ARE APPLICABLE TO EACH BID CATEGORY

Bid Category 1-2-1: Earthwork

Base Bid North Creek _____

Mandatory Alt #1, All work at South Meadows _____

Mandatory Alt #2, Additional 60yd Playground Wood Fiber _____

Mandatory Alt #3, Additional sub Base Removal & Replacement _____ / yard

Bid Category 1-11-1: Playground Equipment

Base Bid North Creek, Manufacture _____

Alt #4 North Creek, Alternate Manufacture _____

Mandatory Alt #5, All work at South Meadows, Manufacture _____

Alt #5 Bid _____

Alt #6, All work at South Meadows, Manufacture _____

Alt #6 Bid _____

RECEIPT OF BIDS: **2:00 PM, LOCAL TIME, WEDNESDAY 6/2/2010**

DELIVERED TO: Chelsea School District
Administration Building
500 E Washington St.
Chelsea, MI. 4811

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 Kingscott Associates, Inc. **dated** May 14, 2010, hereby proposes to provide all materials, labor, services, etc., required thereby for the base bid sum of

TAXES, PERMITS, PERFORMANCE & PAYMENT BONDS AND FEES: Bid sum includes all applicable taxes, permits, and fees, required by all legal authorities at the location of the Work.

VOLUNTARY ALTERNATES: Contractor 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 Chelsea School District RFP# 09-10-04 North Creek & South Meadows Elementary Playground Improvements Voluntary Alternates.”

<u>Item</u>	<u>Amount Add/(Deduct)</u>
_____	_____
_____	_____
_____	_____

ADDENDA: Following addenda have been received, are hereby acknowledged, and their execution is included in bid sums listed herein.

Addendum No. _____ Dated _____ Addendum No. _____ Dated _____
Addendum No. _____ Dated _____ Addendum No. _____ Dated _____

AGREEMENT: Undersigned agree(s) to execute an agreement for work covered by this proposal on the form included in Section 00502 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.

**CHELSEA SCHOOL DISTRICT
FAMILIAL RELATIONSHIP DISCLOSURE STATEMENT**

Important: This Disclosure statement must be included with you bid as required by state law (Public Act 232 of 2004).

As required by Public Act 232 of 2004, all bids shall be accompanied by a sworn and notarized statement disclosing any familial relationship that exists between the owner or any employee of the bidder and any member of the Chelsea School District board, intermediate school board, or board of directors or the superintendent of the school district, intermediate superintendent of the intermediate school district, or chief executive officer of the public school academy. Chelsea School District – board, intermediate school board, or board of director shall not accept a bid that does not include this sworn and notarized disclosure statement.

+++

I state that no familial relationship exists between the owner or any employee of the company and any member of the Chelsea School District board, intermediate school board, or board of directors or the superintendent of the school district, intermediate superintendent of the intermediate school district, or chief executive officer of the public school academy. If such a relationship exists, please explain:

By: _____(signature)

Title: _____(type or print)

Date: _____

Subscribed and Sworn to Before Me:

This ____ day of _____, A.D., in and for the County of _____,

Michigan. My commission expires _____.

Signature of Notary

ARTICLE 1 GENERAL

1. Contract Agreement between Owner and Contractor is hereby made part of these Specifications and is bound herein.
2. The General Conditions of the Contract for Construction, AIA Document A201, 1997 Edition, Articles 1-14 is hereby made a part of these Specifications
3. AIA Document A201, 1997 Edition may be purchased at AGC Lansing Office.

SEE SAMPLE FORMS WITHIN THIS SECTION

Short Form Contract

CONTRACTOR

JOB NO.	CONTRACT NO.	DATE
PROJECT MANAGER		

This agreement is made this _____ day of _____ 20____, and effective the ____ day of _____ 20____, by and between _____ (Owner) and _____ (Contractor) to perform the Work identified in Article 2.

PROJECT: _____
 OWNER: _____ Chelsea School District
 ARCHITECT: _____ Kingscott
 CONTRACTOR: _____

ARTICLE 1

CONTRACT PAYMENT. Owner agrees to pay Contractor for satisfactory performance of Contractor's Work the sum of _____ Dollars (\$_____).

Progress payments, less retainage of _____%, shall be made to Contractor for Work satisfactorily performed no later than fifteen (15) days after receipt by Owner of an invoice from the Contractor. Final payment of the balance due shall be made to Contractor no later than fifteen (15) days after receipt by Owner of a final invoice from Contractor. These payments are subject to receipt of such change order acknowledgements, waivers of lien and/or bond claims, sworn statements, warranties and guarantees required by Owner.

ARTICLE 2

SCOPE OF WORK. Contractor agrees to commence Contractor's Work described in this contract upon notification by Owner. Contractor shall supply and furnish at the location where the work is to be performed all labor, materials, tools, scaffolding, apparatus, supplies, equipment, machinery, transportation, supervision, insurance, taxes, permits and fees, and technical, professional and other services, and shall perform all operations necessary as required for the satisfactory performance and completion of the following work:

ARTICLE 3

SCHEDULE OF WORK. Time is of the essence. Contractor shall provide Owner with any requested scheduling information for Contractor's Work. The Schedule of Work, including that of this contract shall be prepared by Owner and may be revised as the Work progresses.

Contractor recognizes that changes may be made in the Schedule or Sequence of Work and agrees to comply with such changes without additional compensation.

Contractor shall coordinate its work with all other subcontractors and suppliers on the Project so as not to delay or damage their performance, work, or the Project.

ARTICLE 4

CHANGES. Owner, without nullifying this Agreement, may direct Contractor in writing to make changes to Contractor's Work. Adjustment, if any, in the contract price or contract time resulting from such changes shall be set forth in a Contract Change Order. Allowable overhead and profit mark up on field directed changes will be 15% for work of the Contractor or their suppliers and 7½% on the work of their Subcontractors.

ARTICLE 5

FAILURE OF PERFORMANCE. Should Contractor fail to satisfy contractual deficiencies within three (3) working days from receipt of Owner's written notice, then the Owner, without prejudice to any right or remedies otherwise available to Owner, shall have the right to take whatever steps it deems necessary to correct the deficiencies and charge the cost of correction to Contractor, who shall be liable for payment of same, including reasonable overhead, profit and actual and reasonable attorney's fees.

ARTICLE 6

INSURANCE. Prior to the start of Contractor's Work, Contractor shall procure and maintain in force for the duration of the Work workers' compensation insurance, employer's liability insurance, comprehensive general liability insurance, automobile insurance (including personal liability and personal injury protection), and all insurance required of Owner under the Contract Documents. Owner and Architect shall be named as additional insureds on each of these policies, except for Worker's Compensation. Contractor shall provide certificates of insurance evidencing all of the above coverages upon request by Owner.

ARTICLE 7

INDEMNIFICATION. To the fullest extent permitted by law, Contractor shall indemnify and hold harmless Owner, Architect and Architect's Consultants from all damages, losses or expenses, including attorneys fees, from any claims or damages for bodily injury, sickness, disease, or death, or from claims for damage to tangible property, other than the Work itself. This indemnification shall extend to claims resulting from performance of this Contract and shall apply only to the extent that the claim or loss is caused in whole or in part by any negligent or grossly negligent act or omission of Contractor or any of its agents, employees, or subcontractors. This indemnity shall be effective regardless of whether the claim or loss is caused in some part by a party to be indemnified.

ARTICLE 8

WARRANTY. Contractor warrants its work against all deficiencies and defects in materials and/or workmanship and agrees to satisfy same without cost to Owner for a period of one (1) year from the date of Substantial Completion of the Work or per Contract Documents, whichever is longer. Contractor shall transfer all applicable manufacturer's or factory warranties covering any goods or materials provided to the work to Owner and ensure that any applicable warranty periods shall not commence to run until final acceptance of the Work by Owner.

ARTICLE 9

MANDATORY CLAIMS AND DISPUTE RESOLUTION. First Step: As a condition of having any CLAIM, notice in writing of a CLAIM stating the amount and the basis, or any other dispute, shall be given by certified mail (or facsimile plus first class mail) to Owner within 21 days after Contractor first incurs any cost or expense giving rise to a CLAIM. Failure to timely give the First Step notice is waiver of any CLAIM. **Second Step:** Within 14 days after receipt of the First Step notice, Owner shall schedule a meeting of the Chief Operating Officers of Owner and Contractor to resolve the CLAIM. Failure of Contractor to attend a scheduled meeting is withdrawal of the CLAIM. Failure by Owner to schedule the meeting or failure to attend is disagreement and denial of the CLAIM entitling Contractor to proceed to the Third Step. **Third Step:** Contractor shall proceed to arbitration under statute, MCL 600.5001 et. seq. of an unresolved CLAIM by filing to compel arbitration within 35 days of giving the First Step notice. Failure to timely file for arbitration of any unresolved CLAIM is agreement by Contractor with Owner's denial or other resolution of the CLAIM. In arbitration, the parties shall agree on the arbitrator or the statutory method of selection shall apply. The venue for arbitration shall be Washtenaw County, and Michigan law shall apply. The decision shall be final. A judgment of any circuit court shall be rendered upon the award made by the arbitrator(s). The arbitration shall be conducted under the Construction Industry Arbitration Rules of the American Arbitration Association, and the parties agree that the prevailing party shall be awarded attorneys' fees and costs. However, if Owner has offered to pay any sum prior to arbitration in resolution of a CLAIM, and Contractor has rejected Owner's offer, Contractor shall not be awarded attorneys' fees and costs if any arbitration award does not exceed the highest sum previously offered by Owner.

In witness whereof the parties have executed this Agreement, as of the day and year first written above.

CONTRACTOR (FIRM NAME)

OWNER (FIRM NAME)

BY (Type or print signer's name and title)

BY (Type or print signer's name and title)

Contractor's Federal Tax ID Number

ARTICLE 1 GENERAL

1. Sample Certificates of Insurance is shown below.
2. All liability insurance policies shall name Chelsea School District and Kingscott Associates, Inc. as additional insured parties. The certificate holder shall be the contractor.

ACORD CERTIFICATE OF LIABILITY INSURANCE		CSR AN	DATE (MM/DD/YY)		
PRODUCER		SAMPLES 09/01/99			
David Chapman Agency, Inc. 420 S. Waverly Road Lansing MI 48917- Al Tester Phone No. 517-321-4600 Fax No. 517-321-9443		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
SUBCONTRACTOR NAME AND ADDRESS		COMPANIES AFFORDING COVERAGE			
		COMPANY A			
		COMPANY B			
		COMPANY C			
		COMPANY D			
COVERAGES					
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
CO. LTR.	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIM MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROFIT <input checked="" type="checkbox"/> CONTRACTUAL LIAB.		01/01/01	01/01/02	GENERAL AGGREGATE \$ LIMITS MUST PRODUCTS - COMP/OP AGG \$ BE EQUAL TO PERSONAL & ADV INJURY \$ OR GREATER EACH OCCURRENCE \$ THAN SHOWN FIRE DAMAGE (Any area Bldg) \$ IN THE MED BOX (Any area persons) \$ CONTRACT
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		01/01/01	01/01/02	COMBINED SINGLE LIMIT \$ PER THE BODILY INJURY \$ CONTRACT (Per person) BODILY INJURY \$ (Per accident) PROPERTY DAMAGE \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY \$ EACH ACCIDENT \$ AGGREGATE \$
A	EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM		01/01/01	01/01/02	EACH OCCURRENCE \$ AS REQUIRED AGGREGATE \$ IN CONTRACT
C	WORKERS COMPENSATION AND EMPLOYERS LIABILITY <input checked="" type="checkbox"/> THE PROPRIETOR, PARTNER, EXECUTIVE OFFICERS ARE <input checked="" type="checkbox"/> INCL <input type="checkbox"/> EXCL		01/01/01	01/01/02	<input checked="" type="checkbox"/> DIS. PARD. <input type="checkbox"/> LTD. BEN. <input type="checkbox"/> PER. <input type="checkbox"/> TER. <input type="checkbox"/> 01/01/01 \$ EACH ACCIDENT \$ PER THE \$ DISEASE - POLICY/LMT \$ CONTRACT \$ DISEASE - EA EMPLOYEE \$
DESCRIPTION OF OPERATIONS, LOCATION AND HOLDINGS (SPECIAL ITEMS)					
PROJECT: (insert name of job) GRANGER CONSTRUCTION CO. (owner), (architect) (and anyone else listed as per the contract) ARE ADDITIONAL INSUREDS ON GENERAL LIABILITY PER FORM (insert form number) PROVIDING PRIMARY COVERAGE.					
CERTIFICATE HOLDER			CANCELLATION		
GRAND 14 GRANGER CONSTRUCTION COMPANY P O BOX 22187 LANSING, MI 48909			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER ENCLOSED TO THE LEFT. IF FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO DELIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES		
ACORD 25-S (1/95)			David Chapman		

END OF SECTION

PART 1 GENERAL

1.1 SECTION INCLUDES

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

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.
- B. In Divisions 1 through 16, a reference to the project General Conditions includes by inference all amendments or supplements in the project Supplementary Conditions.

1.3 PROJECT DESCRIPTION

- A. The intent of this Section is to indicate the Work required by the Contractor and to provide information regarding the duties, responsibilities, and cooperation required by the Contractor, with similar requirements for their Subcontractors and suppliers.
- B. The Project is defined to include the Bid Categories described in Section 00200: 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.
- C. Related sections:
 - 1. Some sections of the technical specifications (Divisions 1 through 16) 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 Contractor's obligation to coordinate all sections whether indicated under "Related Sections" or not.

1.4 FUTURE WORK

- A. 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

- A. 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 on drawings or specifically described elsewhere in this Project Manual.

1.6 USE OF PREMISES, BARRICADES, AND PROTECTION

- A. Contractors and their Contractors shall be subject to such rules and regulations for the conduct of the work as the Owner may establish. Employees shall be properly and completely clothed while working. Bare torsos, legs, and feet will not be allowed. Contractors and their Contractors 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. Contractors shall maintain free access to buildings and areas of the site for designated vehicles, service vehicles, and fire fighting 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. Contractors shall give the Owner and the local fire department at least 48 hours notice of any such changes of routes.

- C. Contractors 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 shall have the option to curtail or delay activities that affect his operations. Should a Contractor be asked to stop his work the Contractor shall do so immediately and proceed with other activities with no additional cost to the Owner. Contractors are to cooperate with the Owner's representative in construction operations to minimize conflict, and to facilitate Owner usage.

1.7 ADMINISTRATIVE RESPONSIBILITIES OF CONTRACTORS

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

1.8 OWNER FURNISHED PRODUCTS

- A. Products furnished to the site and paid for by Owner:
 - 1. Owner furnished products are indicated on the drawings.
- B. Owner's Responsibilities:
 - 1. Arrange and pay for product delivery to site.
 - 2. On delivery, inspect products jointly with Contractor.
 - 3. Submit claims for transportation damage and replace damaged, defective, or deficient items.
- C. Contractor's Responsibilities:
 - 1. Receive, schedule for delivery and unload products at site; inspect for quantity, completeness and damage with Owner.
 - 2. Handle, store, install and protect finish products.
 - 3. Repair or replace items damaged until substantial completion.

1.9 PERMITS, FEES, AND NOTICES

- A. The Owner will secure the general building permit for the Owner. Each Contractor 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 Contractor doing the relocation.
- B. Utility Tie-Ins: Shall be arranged with local utility company and other involved parties for minimum interruption of service.
- C. 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 Owner.
- D. Inspections of installed work shall be performed by the governing authority as arranged for by the Contractor. Work shall not be covered until approved.

1.10 CONTRACTOR CONSTRUCTION SEQUENCE

- A. Refer to Project Schedule located in Section 01310 – Project Scheduling.

PART 2: PRODUCTS (Not applicable)

**REMINDER: REFER TO SECTION 00200 FOR
SCOPE OF WORK DESCRIPTIONS**

END OF SECTION

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Schedule of Values.
- B. Unit Prices.
- C. Alternates.
- D. Applications for Payment.
- E. Change Procedures.
- F. Contested Work

1.2 RELATED SECTIONS

- A. General Conditions (by reference) and Supplementary Conditions (included herein).
- B. Section 01300 - Submittals.
- C. Section 01600 – 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 Owner - Contractor 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 Owner prior to issuance and acceptance of the Contractor's first Application for Payment. Provide detail and/or additional breakdown as required by Owner. 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 two (2) copies 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 Owner'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 by mailed "pencil" before the 20th of the month. No application will be processed until the pencil copy is approved.
 - 1. Percentage completion of a line item will be the percent complete from the 21st of the previous month to the 20th of the current month.
 - 2. Obtain approval from the Owner 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) Two (2) copies of the invoice from the supplier must be submitted.
 - d) Two (2) copies of the executed "Materials Stored Payment Form," along with Owner required proof of title and insurance, must be submitted.
 - 3. Material stored off site will not receive consideration for payment until the Owner 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 Owner. 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.
- F. Prepare application for final payment as specified in Section 01700.

1.5 CHANGE PROCEDURES

- A. The Owner 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. Contractor 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 Contractors full acceptance of the Proposed change at a cost or credit to the Owner as determined by the Architect.
- B. The Contractor may propose changes by submitting a request for change to the Owner, 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 Contractors. Document any requested substitutions in accordance with Section 01600. The Owner may stipulate which Change Order method shown below shall be used to adjust the Contract.
- C. Stipulated Sum Change Order: Based on Bulletin and Contractor's fixed price quotation or Contractor's request for a Change Order as approved by Owner.
- D. Unit Price Change Order: 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. Field Order: Owner may issue a directive, signed by the Owner, instructing the Contractor 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 field order is incorporated into the work by execution of a change order.
- F. Time and Material Change Order: Submit itemized account and supporting data after completion of change, within time limits indicated in the Conditions of the Contract. Owner 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 an overhead item.
- G. Execution of Change Orders: Owner will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.

1.6 CONTESTED WORK

- A. Refer to the Contract Agreement.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Coordination.
- B. Protection, Restoration, and Notifications
- C. Field Engineering
- D. Safety
- E. No Smoking Policy
- F. Pre-Bid and Site Inspection Meeting.
- G. Pre-Award Meeting.
- H. Pre-Construction Meeting.
- I. Progress Meetings.

1.2 RELATED SECTIONS

- A. Section 01310 - Work Sequence Milestone Schedule.
- B. Section 01700 – 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 Contractor 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 Contractor and sub-Contractor of the Work involved shall be responsible for inclusion of these items in the Work and shall advise each other and Owner of required changes.
- D. Each Contractor 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 Contractors with the Work under this Project. Contractors are required to review, discuss, and coordinate their work with the work of other Contractors as well as through the Owner 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.
- E. Each Contractor shall become thoroughly familiar with the requirements of Division 1, the Schedule, project milestones, and scope of work of other Contractors and make adjustments necessary to maintain the project master Construction Schedule, as well as the schedules of their Contractors.
- F. 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 Contractor 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 Contractors. Observation of the work by others shall not be interpreted as relieving a Contractor from his responsibility for coordination, superintendence, or scheduling and direction of the Work.
- G. The Contractors are to report interferences, discrepancies, or incompatibilities discovered to the Owner 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 Owner 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 Contractor to notify other Contractors and the Owner of a potential interference, incompatibility, or discrepancy and failure to coordinate his work with that of other Contractors 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.

- H. 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.
- I. 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 Contractor, 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 15 and 16.
 - 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 Owner 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".
- J. Coordinate completion and clean up of Work of separate Sections in preparation for Substantial Completion and for portions of Work designated for Owners partial occupancy.
- K. 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. Contractor 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 Contractor 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 Contractor's operations.
 3. Temporary sheeting, bracing, poles, cables, sand fill or other means used to support a structure or utility exposed or endangered by Contractor's operations.
 4. Relocating, raising or lowering of a structure or utility for Contractor'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 damaged, 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 01700 – 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. Contractors 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 Owner of any discrepancies discovered.
- E. Survey Reference Points
1. Contractor 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 Owner 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 Owner.
- F. Survey Requirements
1. Each Contractor 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 Contractor or their employees, agents, or Contractors of any safety responsibility. It does not relieve the Contractor of liability for negligence which would apply in the absence of this material. The Contractor shall assure compliance of their Contractors or agents to site, Federal, State and Local regulations. A Contractor shall at all times use good judgment and discretion about safety.
- B. The Contractors and Contractor 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.
- C. Contractors and their Contractor employees, who exhibit a poor attitude toward safe work practices or procedures will be removed and replaced by the Contractor at the request of the Project Manager.
- D. The requirements of the Michigan Occupational Safety and Health Act (MIOSHA) absolutely will be adhered to or the Contractor will furnish the Project Manager with a written variance from the MIOSHA authority.
- E. The Contractor's employees and all employees of the Contractor's Contractors and agents performing work at the project site shall attend weekly 10-15 minute tool box safety meetings as required by the Project Manager's Safety Program.
- F. The Contractor shall:
1. Promote safe working performance on the part of their employees. Each Contractor 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 near each of the Contractor's phones, 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 Contractor for their personnel. A first aid log book 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 Contractor's daily report which shall contain the following information:
 - a. Date of injury. Indicate with an asterisk (*) if the date of injury is different than the time of treatment.
 - b. Time of injury.
 - c. Name and discipline/craft of injured employee.
 - d. Description of the accident including narration of the event.
 - e. Type of injury (burn, cut, bruise, etc.)
 - f. Part of body injured (lower back, left knee, etc.)
 - g. 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:
A 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 RULE

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

1.8 PRE-BID 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 Contractor to confirm his estimates and quantity surveys, and to allow the Contractors the opportunity to familiarize themselves with the project site. This meeting will be called by the Owner and shall be attended by representatives of the Architect and trade contract bidders as detailed in the Instructions to Bidders.

1.9 PRE-AWARD MEETING

- A. Pre-award meeting will be conducted with the apparent successful bidders to review specification compliance, scope of work, schedule and Contractor capabilities. This meeting may be waived at the discretion of the Owner. The pre-award meeting notes will become a part of the contract documents executed resulting from this meeting.

1.10 PRE-CONSTRUCTION MEETING

- A. Owner will schedule a conference at the Project site prior to Contractor occupancy.
- B. Attendance Required: Owner, Contractor, and major Sub-Contractors and all of their superintendents/foremen proposed for use on this project.
- C. Agenda:
 1. Use of premises by Owner and Contractor.
 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. Owner will schedule and administer meetings throughout progress of the Work at weekly intervals (or as frequently as the Owner deems necessary).
- B. Owner 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 Contractors and suppliers as required for coordination of work, Owner, Architect/Engineer, and others as appropriate to agenda topics for each meeting. The Contractor's Project Manager may be required to attend Progress Meetings at the discretion of the Owner.
- D. Agenda:
 - 1. As defined by the Owner.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION

SECTION 01230
ALTERNATES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for alternates.

1.3 DEFINITIONS

- A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the Bidding Requirements that may be added to or deducted from the Base Bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
 - 1. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternate into the Work. No other adjustments are made to the Contract Sum.

1.4 PROCEDURES

- A. Coordination: Modify or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
 - 1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.
- B. Notification: Immediately following award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate if alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated modifications to alternates.
- C. Execute accepted alternates under the same conditions as other work of the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

End of Section

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Submittal procedures.
- B. Construction progress schedules.
- C. Proposed products list.
- D. Shop drawings.
- E. Product data.
- F. Samples.
- G. Manufacturers' certificates.

1.2 RELATED SECTIONS

- A. Section 01019 - Contract Considerations: Schedule of Values.
- B. Section 01300 - Progress Schedules.
- C. Section 01700 - 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 Owner. Transmit each submittal from Contractor to Owner using a transmittal form. Submittals received by the Architect which have not been reviewed by the Owner or are from other sources other than the Contractor will be returned without action.
 - 2. 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 Contractor's certification that information complies with Contract Document requirements.
- A. Sequentially number the transmittal forms
- B. The following information must be included with each submittal for processing and recording action taken:
 - Project name.
 - Date.
 - Name and address of Architect: do not include logo.
 - Name and address of Contractor.
 - Name and address of Supplier.
 - Name of Manufacturer.
 - Name of drawing preparer: not initials.
 - Number and title of appropriate Specification Section.
 - Drawing number and detail references, as appropriate.
- C. Schedule submittals to expedite the Project, and deliver to Owner at business address. Coordinate submission of related items. Allow 14 days for Architect's review of each submittal.
- D. Identify variations from Contract Documents and Product or system limitations which may be detrimental to successful performance of the completed Work.
- E. Provide (4"x11") space for Contractor and Architect/Engineer review stamps.
- F. Revise and resubmit submittals as required, identify all changes made since previous submittal.
- G. Distribute copies of reviewed submittals to concerned parties. Instruct parties to promptly report any inability to comply with provisions.

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:

- Scheduled date for each submittal
- Related Specification Section number
- Submittal category
- Name of Contractor/supplier
- Description of the part of the Work covered
- Scheduled date for re-submittal
- Completed submittal date
- Schedule date for Architect's final release or approval
- Expected delivery of products after approval. Contractor is responsible for highlighting long lead items that require expedited approvals to prevent project delays.

1.4 CONSTRUCTION PROGRESS SCHEDULES

- A. The Owner will prepare and update the master Construction Schedule. Refer to Section 01310 - Construction Schedules.

1.5 SHOP DRAWINGS

- A. Submit in the form of two reproducible transparencies and six opaque reproduction (minimum) or as required by the Architect/Engineer or Owner.
- B. After review, one reproducible will be returned with Architect's comments for the Contractor to reproduce the opaque reproductions which the Contractor requires, distribute in accordance with article on procedures above and for record documents described in Section 01700 – Execution Requirements.

1.7 PRODUCT DATA

- A. Submit the number of copies which the Contractor requires, plus four (4) copies which will be retained by the Owner and Architect/Engineer. Minimum of eight (8) copies must be submitted.
- B. Mark each copy to identify applicable products, models, options, and other data. 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 for Record Documents described in Section 01700 – Execution Requirements.

1.8 SAMPLES

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

1.9 MANUFACTURER'S CERTIFICATES

- A. When specified in individual specification Sections, submit manufacturers' certificate to Architect/Engineer for review, in quantities specified for Product Data.

PART 2 PRODUCTS
Not Used

PART 3 EXECUTION
Not used

END OF SECTION

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 Owner 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 Contractor's to start their work.
- B. Construction Schedule: This is the schedule developed by each Contractor for the work in their own bid package. The initial version of this is submitted to the Owner for incorporation into the Project Schedule.
- C. Project Schedule: This is a compilation of all the Construction Schedules produced by the Contractors, and is created by the Owner.
- D. Contractor: Company who has a direct contract with the Owner for a singular Work Category, and is responsible to produce a Construction Schedule for their work allowing all the work of the Project to be done.

1.3 GENERAL REQUIREMENTS FOR SCHEDULE SUBMITTALS

- A. The Owner 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.
- B. Each Contractor shall submit to the Owner 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 Owner. Activities in this schedule shall be as follows:
 - 1. Generally durations 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.
 - 5. Each activity shall be resource loaded, which includes manpower and equipment requirements for the Contractors Work.
- C. The Owner will compile all the Construction Schedules into one overall Project Schedule. In the event that this compilation results in a completion date beyond that of the Milestone Schedule, the following steps will take place:
 - 1. A scheduling meeting will be held with key individuals from each Contractor 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 Owner. If there is any further disagreement, the Contractor must notify the Owner within 5 working days. Adjustment may be made with a timely notice and if in the sole opinion of the Owner 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 Contractors. 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 Owner to be a partial or complete breach of contract by the Contractor, and such breach may result in the Owner using any of the remedies available to them in ARTICLE 19 TERMINATION of the subcontract, for such a breach. Examples of these remedies are:
 - a) Direct that the labor force be increased.

- b) Direct that overtime be instituted for key activities, including hours beyond the established hours of work, Saturdays, Sundays and Holidays.
 - c) If the above measures do not correct the delay or the Contractor does not institute the above, the Owner, may at its discretion and with due notice, take over the work at the expense of the Contractor.
- E. The Owner shall periodically update the schedule and display same at the jobsite. Each Contractor will be responsible to be familiar with the schedule and how it will affect or modify his operations, including his coordination with the activities of other Contractors. Each Contractor 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 Owner. Commitments made by Contractors to updated schedule shall be part of the Contract and incorporated into the Project Schedule.
- F. Owner 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 Contractor 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 Owner, immediately prepare and submit to the Owner, a plan for curing the delay at least before the next scheduled monitored activity is due to be complete. The Owner 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.
 - 2. Manage the execution of the Work to meet the referenced schedule, and be responsible for all steps, procedures, and policies necessary thereto. The Owner 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 Contractor.
 - 3. Contractor agrees that changes in the Project Schedule logic, durations, and dates may be made after start of the project as Owner deems necessary and beneficial to the project. These changes will be accepted by the Contractor without claim for additional cost to the Owner.

1.4 MILESTONE SCHEDULE

- A. Attached please find the Milestone Schedule for this project. This schedule will be the basis for the working Construction Schedule. Contractors 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.
- C. Completion of the Work will be defined as substantial completion per the General Conditions of the contract.

PART 2 PRODUCTS - Not Used.

PART 3 EXECUTION - Not Used.

END OF SECTION

PART 1 GENERAL

1.1 SECTION INCLUDES

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

1.2 RELATED SECTIONS

- A. General and Supplementary Conditions - Article 13.5.
- B. Section 01300 - Submittals: Submission of Manufacturers' Instructions and Certificates.
- C. Section 01600 – 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. Contractors 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 Contractor intends to depart from normal work hours, he shall notify the Owner at least 24 hours in advance for approval. Failure of the Contractor to give such timely notice may be cause for the Owner to require the removal or uncovering of the Work performed during such time without the knowledge of the Owner. Special arrangements can be made for emergency work or shutdowns as may be required.

2.1 DIMENSIONAL RESPONSIBILITY

- A. Thoroughly examine existing conditions and be familiar with work to be performed as hereinafter specified and as shown on drawings.
- B. 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 Owner and Architect for consideration before proceeding with work. If Contractor 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

- A. Conform to reference standard by date of issue current on date of Contract Documents.
- B. Should specified reference standards conflict with Contract Documents, request clarification for Architect/Engineer before proceeding.

- C. 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.

2.3 INSPECTION AND TESTING LABORATORY SERVICES

- A. Owner will appoint, employ, and pay for services of an independent firm to perform inspection, sampling, testing, air monitoring, and certification of products and mill test reports.
- B. The independent firm will perform inspections, tests, and other services specified in individual specification Sections and as required by the Architect/Engineer and public authorities.
- C. Contractor shall notify Owner and independent firm a minimum of 24 hours prior to expected time for operations requiring services. In general, coordinate activities which require testing at weekly progress meetings to allow all parties efficient manpower utilization. The independent firm shall make efforts to comply with the changing progress of the job given reasonable notice, however should the Contractor fail to schedule or fail to cancel testing or laboratory services, all costs incurred will be borne by the Contractor.
- D. Reports will be submitted by the independent firm within 5 days to the Architect/Engineer, in triplicate, indicating observations, results of tests and indicating compliance or non-compliance with Contract Documents. Reports of discrepancy between the observed test values and the specified criteria in the contract documents are to be made within 24 hours or sooner to the Owner and the Architect/Engineer.
 - 1. The independent firm's reports will include the following information at a minimum: date of inspection/sampling, date report issues, date test performed, project name and Owner job number, lab name, address, phone and fax, name and original signature of inspector, record of weather and temperature, description of product, applicable specification section, and type of inspection/test, and location in project.
 - 2. Independent firm shall test concrete, masonry, asphalt and structural steel and shall interpret the test results in every case to explain compliance or noncompliance with the Contract Documents.
- E. Retest Responsibility: Where results of required inspection, test, or similar service are unsatisfactory (do not indicate compliance of related work with requirements of Contract Documents), retests are responsibility of Contractor, regardless of whether original test was Contractor's responsibility. Retesting of work revised or replaced by Contractor is Contractor's responsibility, where required tests were performed on original work.
- F. Responsibility for Associated Services: Contractor is required to cooperate with independent agencies performing required inspections, tests, and similar services. Provide auxiliary services as reasonably requested, including access to work, the taking of samples or assistance with the taking of samples, delivery of samples to test laboratories, and security and protection for samples and test equipment at project site.
- G. Coordination: Contractor and each engaged independent agency performing inspections, tests, and similar services for project are required to coordinate and sequence activities so as to accommodate required services with minimum delay of work and without the need for removal/replacement of work to accommodate inspections and tests.
- H. Sampling and testing is required for the following Sections of Work and shall be performed by an independent testing lab and paid for by the Owner.
 - 1. Section 02200: Earthwork – soil testing and inspection service during earthwork operations for subgrades and fill.
 - 2. Section 02511: Asphaltic Concrete Paving – quality control testing of uncompacted asphalt concrete mix and in-place compacted pavement.
 - 3. Section 03300: Cast-In-Place Concrete – field quality control of concrete.
 - 4. Section 03300: Cast-In-Place Concrete – tests for concrete materials and mix design tests.
 - 5. Section 03300: Cast-In-Place Concrete – testing of FF/FL floor tolerances.
 - 6. Section 04100: Mortar – field quality control of mortar.
 - 7. Section 04125: Grout – field quality control of grout.

8. Section 04200: Unit Masonry – field quality control of unit masonry and masonry assemblies.
9. Section 05100: Structural Metal Framing – field quality control for welds.
10. Section 05100: Structural Metal Framing – field quality control for high strength steel torqued bolted connections.
11. Section 05100: Structural Metal Framing – field quality control for structural steel alignment.

PART 3 EXECUTION

- A. General: Upon completion of inspection, testing, sample-taking, and similar services performed on work, repair damaged work and restore substrates and finishes to eliminate deficiencies, including defects in visual qualities of exposed finishes. Except as otherwise indicated, comply with requirements of Contract Documents for "Cutting and Patching." Protect work exposed by or for service activities and protect repaired work.

END OF SECTION

PART 1 GENERAL

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
- B. Temporary Facilities and Utilities
- C. 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 Contractor on this Project. Where such work applies only to one Contractor, it shall be defined as to which Contractor the Work belongs. Each Contractor as defined herein shall provide such temporary facilities as specified and as indicated on the Drawings.
- B. The Contractor 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 Owner. Temporary structures and facilities become the property of the party furnishing them. Leave premises clean and in acceptable conditions as approved by the Owner and Architect.
- C. Use of Existing Facilities:
 - 1. 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 Owner.

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 Owner. Otherwise, temporary access shall be installed and used as directed by the Owner.
- B. Each Contractor 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 conditions is the responsibility of each Contractor. Each Contractor 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 Contractors.
- C. Construction parking on or adjacent to site will be on a limited basis only. Owner shall approve any on site parking. Each Contractor shall be responsible for transportation to the site of its employees.
- D. Each Contractor 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 Owner and Architect, at no cost to the Owner.
- E. All Contractors shall limit their use of the premises for work and for storage, to allow for:
 - Work by other Contractors
 - Owner occupancy
 - Public use and safety
 - Use of corridors at all times

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 Owner. The Contractor shall perform the Work of providing and maintaining such openings and of restoring the structure.

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

1.5 PROJECT OFFICE

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

1.6 TELEPHONE

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

1.7 SCAFFOLDING AND HOISTING

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

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

- A. Each Contractor 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 Contractor 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. Contractors performing excavation work shall be responsible to furnish, install, and maintain 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.
- C. As a minimum, all barricades across roads and walks shall have lights on them in working condition.
- D. The OWNER 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 Contractor shall maintain and remove said guardrails. Each Contractor 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 Contractors 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 Owner 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 Owner and the affected utility.
- E. Each Contractor 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 Owner. Prior to beginning any excavation, the Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor shall maintain the buildings in a secured condition at all times.

- B. The Contractor 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 Contractor 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. Contractors shall advise the Owner of any theft or damage which might delay the execution of the Work and furnish the Owner with a copy of any theft report filed with local, county, or state agencies.
- F. The Owner 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 Owner may establish additional security policies and procedures intended to protect the Owner's property and the liability interest of the Owner. All Contractors will be required to cooperate with the Owner in implementing these procedures.

1.12 TEMPORARY TOILET FACILITIES

- A. The Owner shall provide temporary toilet facilities of an approved chemical type or as required by law, and in the quantity Owner 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. Each contractor will be responsible for all temporary power and lighting as needed.

1.14 TEMPORARY HEATING

- A. Each contractor will be responsible for all temporary heating as needed.

1.15 TEMPORARY VENTILATION

- A. Each contractor will be responsible for all temporary ventilation as needed.

1.16 TEMPORARY WATER SERVICE

- A. Each Contractor shall provide his own means of conveying water from temporary water taps to his work.

1.17 TEMPORARY FIRE PROTECTION

- A. Each Contractor 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.
- B. Each Contractor shall provide and maintain in working order during construction not less than 4 fire extinguishers conveniently located for proper protection for each new or existing building or separate building addition with floor area having 50,000 sq. ft. or less. One additional fire extinguisher will be provided for each additional 15,000 sq. ft. of floor area. A minimum of two (2) fire extinguishers shall be provided at every floor.
- C. Fire extinguishers provided by the Contractor 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.
- D. No open fires shall be permitted. Contractors shall not be allowed to start fires with gasoline, kerosene, or other highly flammable materials.
- E. Only fire resistant tarpaulins shall be used on this Project.

- F. Contractors 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 in take louver locations are in doubt, consult with the Owner.
- G. 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.
- H. Gas welding equipment may only be used upon written permission of the Owner. Gasoline torches or burners will not be permitted. When welding or flame cutting is permitted, Contractor shall provide full time stand-by watchman with fire extinguisher mounted on cart or other means of transportation located immediately adjacent to work and ready for immediate use. This requirement shall be STRICTLY observed and enforced by all Contractors.
- I. All combustible trash, refuse, etc., must be removed from site and legally disposed of after each day's work. If Contractor fails to comply, Owner will have it removed at Contractor's expense. The decision of the Owner shall be final without recourse in that matter.

1.18 ENVIRONMENTAL PROTECTION

- A. In order to prevent and to provide for abatement and control of environmental pollution arising from the construction activities of the Contractor 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.
- B. No Contractor shall pollute water resources with fuels, oils, bitumen's, calcium chloride, acids or harmful materials. It is the responsibility of each Contractor 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.
- C. No burning of debris or other material on site will be allowed.

1.19 DEBRIS AND DUST CONTROL

- A. All Contractors 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 complete by Owner and Architect/Engineer.
- B. Prevent empty bags, cartons, or other wrappings from blowing around project site and onto adjacent properties and/or streets.
- C. The Contractor 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 Contractor's work on jobsite.
- D. At least once each week or more often as the Owner shall direct, all Contractors shall contribute labor and/or funds to thoroughly clean the worksite of trash, debris, dirt, etc.
- E. Refer to Section 01700 - Construction Cleaning

END OF SECTION

PART 1 GENERAL

1.1 SECTION INCLUDES

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

1.2 RELATED SECTIONS

- A. Section 00200 – Instructions to Bidders
- B. Section 01400 - Quality Control: Product quality monitoring.
- C. Section 01500 - Temporary Facilities: Weather Protection.

1.3 PRODUCTS

- A. 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.
- B. Do not use materials and equipment removed from existing premises, except as specifically permitted by the Contract Documents.
- C. 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.
- B. Promptly inspect shipments to assure that products comply with requirements, quantities are correct, and products are undamaged.
- C. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.

1.5 STORAGE AND PROTECTION

- A. 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.
- B. Provide off-site storage and protection when site does not permit on-site storage or protection.
- C. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to avoid condensation.
- D. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- E. Arrange storage of products to permit access for inspection. Periodically inspect to assure 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.
- C. Semi-proprietary Specification Requirements:
 - 1. Where two or more products or manufacturers are named, provide one of the products or manufacturers indicated. Where one product and manufacturer is 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.

- D. Non-Proprietary Specifications:
 - 1. When the Specifications list products or manufacturers that are available and may be incorporated in the Work, but do not restrict the Contractor to use of these products or manufacturers only, the Contractor 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.
- E. Descriptive Specification Requirements:
 - 1. 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.
- F. Performance Specification Requirements:
 - 1. 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.
 - 2. Manufacturer's recommendations may be contained in published product literature, or by the manufacturer's certification of performance.
- G. 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.
- H. Visual Matching:
 - 1. Where Specifications require matching an established Sample, the Owner's Representative decision will be final on whether a proposed product matches satisfactorily.
- I. 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.
- J. Allowances:
 - 1. Refer to individual Specification Sections and "Allowance" provisions in Division -1 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 Contractor.
- C. Document each request with complete data substantiating compliance of proposed Substitution with Contract Documents.
- D. A request constitutes a representation that the Contractor:
 - 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product.
 - 2. Will provide the same warranty for the Substitution as for the specified product.
 - 3. Will coordinate installation and make changes to other Work which may be required for the Work to be complete with no additional cost to Owner or other affected Contractors.
 - 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:

SECTION 01600
PRODUCT REQUIREMENTS

1. Submit three copies of request for Substitution for consideration. Limit each request to one proposed Substitution.
2. Submit shop drawings, product data, and certified test results attesting to the proposed product equivalence.
3. The Architect/Engineer will notify the Contractor in writing, through the Owner, of their decision to accept or reject request.

PART 2 PRODUCTS
Not Used

PART 3 EXECUTION
Not used

END OF SECTION

SECTION INCLUDES

- A. Cutting and Patching
- B. Alteration Project Procedures
- C. Construction Cleaning
- D. Starting of Systems
- E. Close-out Procedures.
- F. Punch List
- G. Project Record Documents.
- H. Guarantees and Warranties

1.1 CUTTING AND PATCHING

- A. Each Contractor shall make arrangements with other Contractors and the OWNER for fitting his Work into the general construction. Where the Contractor was given sufficient information as to required openings prior to construction, the cost for additional cutting and restoring shall be paid for by the Contractor failing to provide the required openings.
- B. Each Contractor shall be responsible for cutting, fitting, and patching that may be required to complete his work. Contractors shall not endanger Work of other Contractors by cutting, excavating, or otherwise altering Work: and shall not cut or alter the work of another Contractor except with written consent of the OWNER. 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 not allowed without prior approval. Do not pound or make openings with hammers without approval of Owner.
- 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.
- N. 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 Owner or Architect approval.
- O. Contractors shall coordinate cutting and patching with other Contractors to avoid duplication of efforts and to avoid recutting completed work.
- P. Requirements for Structural Work:

1. Do not cut and patch structural elements in a manner that would reduce their load-carrying capacity or load-deflection ratio.
 2. Prior to removing existing construction, provide temporary sheeting, underpinning, shoring, and bracing to carry the loads and stresses withstood by any removed items. Contractor 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.
 3. Obtain acceptance of the cutting and patching procedure before cutting and patching structural elements.
- Q. Operational and Safety Limitations:
1. 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.
 2. Obtain Owner's and/or governing agency approval of the cutting and patching procedure before cutting and patching operating elements of safety related systems.
- R. Visual requirements:
1. 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. Contractor 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 Contractor on this Project. Where such Work applies to only one Contractor, it shall be defined within the Specification as to which Contractor 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 Contractor 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 Owner, the Contractor does not perform clean up satisfactorily, the Owner will order clean up to be done by another source and deduct cost thereof from moneys due to the Contractor or among various Contractors proportionately in such a manner as seems proper to the Owner.
- C. The Owner reserves the right to act on behalf of the Owner pertaining to the clean up responsibility that is a part of each Contractor's Work. The cleaning up included in the General Conditions and the statement concerning clean up which is included in each Contractor's Scope of Work will serve as the required notice called for in the General Conditions.
- D. DAILY DEFINABLE CLEANING
1. Each Contractor shall effectively confine dust, dirt, and noise to the actual construction area as approved by the Owner. As debris is created, it will be the responsibility of each Contractor to place his rubbish and debris into a dumpster type container provided by the Owner to guard against fire and safety hazards as well as to provide a more efficient construction operation for all Contractors. Identifiable debris and material will be cleaned up by the Contractor creating same on a daily basis.
 2. Housekeeping Directives for definable debris (see sample at the end of this section) will be issued to all Contractors not fulfilling their definable debris Clean-up Requirements. If this clean up is not performed to the satisfaction (evaluating both quality and timing) of the Owner, it will be performed by others at the Contractor's expense.
 3. All charges, including related administrative costs (including a markup of 15%) as incurred by the Owner for definable cleanup completed by the Owner or at their direction **will be deducted from the current progress payment due the Contractor.**
 4. Cleaning Equipment (Brooms, Shovels, Barrels, etc.) and accessories (dust masks, etc.) will be the responsibility of each Contractor to provide for their clean up.
- E. JOINT CLEANING
1. One day each week (day to be determined by the Owner) and more often if necessary, each Contractor shall perform an overall joint cleanup of the project, as directed by the Owner. This joint cleaning is for purpose of cleaning debris and material from the jobsite. The clean up will be completed under the direction of the Owner in the locations designated by the Owner.
 2. Each Contractor working on this Project will provide 4 Man hours for each 200 Man hours expended per week or fraction there of. This labor is to be dedicated to undefinable cleanup under the supervision of the Owner. For example:
 3. 100 Man hours/wk = 2 hrs. Cleanup.
 4. 200 Man hours/wk = 4 hrs. Cleanup.
 5. 400 Man hours/wk = 8 hrs. Cleanup.
 6. Each Contractor will be responsible for providing broom(s) and necessary cleaning equipment (including sweeping compound) for their participant(s) in the joint clean ups.
 7. All Contractors on site that week will be required to participate in the joint clean up. All Contractors failing to participate in the joint clean ups will be assessed a financial penalty equivalent to the number of man hours that you are responsible to supply during that time period at a rate of \$35/hour which will be deducted directly from the current partial payment due the Contractor. Contractors with tardy participants will be assessed a penalty of \$50. The Owner will supplement the labor for any Contractor failing to have a participant at the joint cleanups as required.
 8. The time and location of the joint cleanups will be arranged at the Weekly Contractor Meetings. Each Contractor will provide to the Owner the names of their participant(s) for the joint cleanup.
- F. The Owner shall provide and pay for a dumpster type rubbish container sized adequate for the project waste, debris and rubbish for the life of the project for all Contractors.
- G. Recycling is encouraged wherever feasible.
- H. No demolition material is allowed in the dumpster. Removal of demolition material from the site is the responsibility of the Contractor performing said demolition.
- I. Hazards Control
1. Store volatile wastes and any other hazardous wastes in covered metal containers, and remove from premises and legally dispose of these wastes daily.
 2. Prevent accumulation of wastes which create hazardous conditions.

3. Provide adequate ventilation during use of volatile or noxious substances.
- J. Conduct cleaning and disposal operation to comply with local ordinances and anti-pollution laws.
 1. Do not burn or bury rubbish and waste materials on project site.
 2. Do not dispose of volatile wastes (mineral spirits, oil, or paint thinner) or any other hazardous materials in storm or sanitary drains or in any other illegal fashion.
 3. Do not dispose of any wastes into streams or waterways.
- K. Use only cleaning materials recommended by manufacturer of surface to be cleaned.
- L. Use cleaning materials only on surfaces recommended by cleaning material manufacturer.
- M. Each Contractor 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 Owner.
- N. 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 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 transparent materials.
 3. 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.
 4. Wipe surfaces of mechanical and electrical equipment 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, trenches, equipment vaults, manholes, attics, and similar spaces.
 6. Clean concrete floors in non occupied spaces broom clean.
 7. Vacuum clean carpeted surfaces and similar soft surfaces. Vacuum, mop, and clean all 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 landscape development areas of litter and foreign substances. Sweep paved areas to a broom clean condition; remove stains, chemical spills, and other foreign deposits. Rake grounds, which are neither planted nor paved, to a smooth, even textured surface.

HOUSEKEEPING DIRECTIVE FOR DEFINABLE DEBRIS

PROJECT: _____ DATE: _____

LOCATION: _____ PROJECT NO.: _____

TO: _____

SUPT: _____

The Michigan Occupational Safety and Health Act of 1991, Part 1, Paragraph R408.40119, Rule 119 requires that all projects be kept free from unnecessary debris. The Contract Documents (Section 01700) also state that you are required to remove your own debris daily and as directed by Owner.

Accordingly, you are hereby directed to take the following Housekeeping Action.

If this directive is NOT satisfied by _____ at _____ o'clock, the debris will be removed by others and all costs associated thereto will be deducted from your current partial payment due.

Thank you for your immediate cooperation.

Acknowledgment of Completion

Contractor: _____

Date: _____

Chelsea School District _____

Date: _____

1.4 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 Contractor'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.
 4. 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.
 5. Deliver tools, spare parts, extra stocks of materials, and similar physical items to Owner.
 6. Make final changeover of locks and transmit keys to Owner and advise 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 record 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 Owner 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.

1.5 PUNCH LIST

- A. Each Contractor shall prepare and keep his own room by room, item by item, detailed punch list on the job prior to the Architect/Owner's preparation of a project punch list. This punch list is for use by his employees and Contractors to facilitate completion of the Work. Contractor shall submit copy of punch list to Owner within seven (7) days of request or substantial completion which ever is sooner and shall notify Owner upon completion of work.
- B. The Contractor'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 Contractors.
- C. The Architect and/or the Owner shall observe the Work, providing Work on the Contractor's punch list has been completed, and prepare the Project Punch List for use by the Contractors and their Contractors to expedite proper completion of the Work.
- D. Each Contractor must accomplish his initial and subsequent Project Punch List corrective items within fourteen (14) calendar days of notification of such work. Each Contractor shall notify the Owner of his intended schedule to accomplish such Punch List items. If the Contractor, for any reason, does not expect to complete his work within this time frame, he shall notify the Owner, in writing, within seven (7) days. On such notification, the Contractor must explain his reasons for such delay. Lack of response by the responsible Contractor in accomplishing such work will be cause for his work to be assigned to others and all costs expended shall be charged to that Contractor. In the interest of the Owner, and to accommodate other Contractors, the above procedure will be strictly enforced.

1.6 PROJECT RECORD DRAWINGS

- A. Maintain on site, one set of the following record documents; record actual revisions to the Work:
1. Contract Drawings.
 2. Specifications.
 3. Addenda.
 4. Change Orders and other Modifications to the Contract.
 5. Reviewed shop drawings, product data, and samples.
- B. Store Record Documents separate from documents used for construction.
- C. Each Contractor shall update "Project Record" drawings on separate prints set aside especially for this purpose on the job. 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.
- D. Each Contractor 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 Contractor, 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 Owner to the Architect the "Project Record" Drawings for changes recorded for the Work of Division 2 through Division 14.
1. Each drawing shall be labeled "Project Record, " dated and signed by the Contractor(s).
- H. Prior to final completion the Contractors for Mechanical Work (Division 15) and Electrical Work (Division 16) shall update their working drawings with changes made in his Work. Submit one complete set of prints of these changed working drawings to the Owner.
1. Each drawing shall be labeled "Project Record", dated and signed by the Contractor.
 2. Each drawing shall show final location routing of piping, ductwork (including size), conduits, circuitry, valves, operators, actuators, etc.
- I. At approximately 50% completion of the work, each Contractor shall submit to the Owner one copy of a rough draft for 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.
- J. 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. For Owner training, include a detailed review of the following items:
- Maintenance manuals
 - Record documents

- Spare parts and materials
- Special Tools
- Lubricants
- Fuels
- Identification systems
- Control sequences
- Hazards
- Cleaning
- Warranties and bonds
- Maintenance agreements and similar continuing commitments.

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

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

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.

- K. Upon Architect's approval and prior to issuance of final payments, each Contractor shall submit three (3) corrected and completed copies of maintenance manuals through the Owner to the Architect.
- L. Finished manuals shall be loose leaf type with hardboard covers and titled tabs identifying each particular portion or item of the Work.
- M. For each titled item or work portion, manual must provide the names, addresses, and phone numbers of the following parties:
 - 1. Contractor/installer
 - 2. Manufacturer
 - 3. Nearest dealer/supplier
 - 4. Nearest agency capable of supplying parts and service
- N. Each manual label on front cover or spine shall indicate the following information.
 - 1. Project name and address
 - 2. Owner's name
 - 3. Name and address of Architect
 - 4. Name and address of Owner
 - 5. Name and address of Contractor
 - 6. Date of submission

1.7 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 Contractor's special warranty of workmanship and materials.
 - 1. 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 16.
 - 2. Certifications and other commitments and agreements for continuing services to Owner are specified elsewhere in the Contract Documents.
- B. Disclaimers and Limitations
 - 1. Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products, nor does it relieve suppliers, manufacturers, and Contractors required to countersign special warranties with the Contractor.
- C. The Term "Warranty":
 - 1. 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 Documents, either to extend time limits provided by standard warranties or to provide greater rights for the Owner. Refer to "Form of Special Warranty" elsewhere herein.
- F. General Warranty Requirements and Guarantee Requirements
 - 1. All materials and workmanship provided under this contract shall be guaranteed and warranted for a period of not less than one year (unless specified for a different duration herein) to perform, function and appear as specified.
 - 2. Provide written guarantee covering all correction of work required by General Conditions and Supplementary Conditions. Also provide all special guarantees required per specification Divisions 2 through 16.
 - 3. Unless specifically stated otherwise in the specifications, the time period for all guarantees, warranties, etc., required by Contract Documents shall begin on date indicated for Certificate of Substantial Completion or on date of acceptance by Project Manager, Owner and Architect of specifically designated equipment.
 - 4. Contractor must review, endorse and countersign all written guarantees provided by his sub-sub contractors and/or material suppliers, and shall be fully bound to and obligated by all conditions thereof.
 - 5. Contractor shall submit letter to Owner stating requirements to maintain warranty. Letter to include requirements of periodic inspections schedule by manufacturing representatives, notification process and common items that may void warranty
- G. Related Damages and Losses:
 - 1. When correcting warranted Work that has failed, remove and replace other Work that has been damaged as a result of such failure or that must be removed and replaced to provide access for correction of warranted Work.
- H. Reinstatement of Warranty:
 - 1. When Work covered by a warranty has failed and has been corrected by replacement or building, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty.
- I. Replacement Cost:

1. Upon determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective Work regardless of whether the Owner has benefited from use of the Work through a portion of its anticipated useful service life.
- J. Owner's Recourse:
1. Written warranties made to the Owner are in addition to implied warranties, and shall not limit the duties, obligations, rights and remedies otherwise available under the law, nor shall warranty periods be interpreted as limitations on time in which the Owner can enforce such other duties, obligations, rights, or remedies.
- K. Rejection of Warranties:
1. The Owner reserves the right to reject warranties and to limit selections to products with warranties not in conflict with requirements of the Contract Documents.
 2. The Owner reserves the right to refuse to accept Work for the Project where a special warranty, certification, or similar commitment is required on such Work or part of the Work, until evidence is presented that entities required to countersign such commitment are willing to do so.
 3. In the event repairs become necessary, the Owner will give written notice to the Contractor to make same. Failure of the Contractor to commence such repairs within 48 hours for environmental equipment, such as heating, air conditioning, air handling, water systems, and within 30 days for all other work, except as noted in specific sections; after such notice, the Owner may make the repairs either by its own employees or by independent contract and may thereupon recover from the Contractor and its sureties the cost of the repairs so made together with the cost of the supervision and inspection thereof. The Owner will have sixty (60) days after the expiration of said warranty period in which to notify the Contractor of any such repairs necessary on the date of such expiration. The determination of the necessity for repairs shall rest entirely with the Owner's Representative whose decision upon the matter shall be final and obligatory upon the Contractor.
- L. Submit sample warranty with all original submittals at the beginning of the project for review with product data as per Section 01300.
- M. Submit final written warranties endorsed by the manufacturer and the Contractor to the Owner prior to the date determined for Substantial Completion. These final written warranties will include all specific warranties, whether they are "special" or "standard".
- N. 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 Owner.
- O. When a special warranty is required to be executed by the Contractor, or the Contractor and Contractor, 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 Owner for approval along with original submittal prior to final execution.
- P. Form of Submittal:
1. At Final Completion compile two copies of each required warranty and bond properly executed by the Contractor, or by the Contractor, Contractor, supplier, or manufacturer. Organize the warranty documents into an orderly sequence based on the table of contents of the Project Manual.
 2. Bind warranties and bonds in heavy-duty, commercial quality, durable 3-ring vinyl covered loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2" by 11" paper.
 3. 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.

END OF SECTION