

Barton

Malow

Design/Construction Services

**Troy School District
2004 Bond Program
Troy, MI**

BP/LA Science Room Casework

Bid Package # 9488

**PROJECT MANUAL
SPECIFICATIONS
CONSTRUCTION DOCUMENTS**

Issue Date: February 11, 2008

Bid Due Date: March 4, 2008 @ 3:00PM

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PROJECT MANUAL
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Barton Malow Company

Troy School District

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TECHNICAL SPECIFICATIONS (prepared by Kingscott Architects, Engineering, Interior Design)

12355 Institutional Casework

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DOCUMENTS ISSUED FOR BID PACKAGE NUMBER # 9494

Barton Malow Company Project Manual dated **February 11, 2008**, containing Kingscott Architects, Engineering, Interior Design Construction Documents and Technical Specifications.

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**SECTION 00030
PROJECT MANUAL
INFORMATION AND IDENTITIES**

This Project Manual contains the Bidding and Contract Requirements for Troy School District – BP/LA Science Room Casework, Bid Package No. 9488 in Troy, Michigan. Review of this Manual is important in fulfilling the Contract Requirements. Any questions regarding this Manual or any of the Bidding or Contract Requirements should be directed to the Barton Malow Company.

PROJECT: Troy School District
2004 Bond Program
BP/LA Science Room Casework
Bid Package No. 9488

OWNER: Troy School District
4400 Livernois Road
Troy, MI 48098

Construction Manager: BARTON MALOW COMPANY
1301 Boyd
Troy, MI 48083
Andrea Wright, Assistant Project Manager
Phone: 248-823-4631
Fax: 248-823-4672
Email: andrea.wright@bartonmalow.com

ARCHITECT: Kingscott Architecture, Engineering, Interior Design
229 East Michigan, Suite 335
Kalamazoo, MI 49007-6403

**SECTION 00100
ADVERTISEMENT TO BID**

1. Barton Malow Company requests Bid Proposals, on behalf of Troy School District, for the **Boulan Park & Larson Casework** for Bid Package No. 9488 work. Bid Proposals will be received by Troy School District, 1140 Rankin, Troy, MI 48098 delivery or mail, to the attention of Frank Lams by 3:00 p.m. local time on Tuesday, March 4, 2008. (The clock used for receiving bids is located at the Rankin office in the receptionist's area. The clock is linked to the TSD computer resource center). Proposals must be sealed with Bidder's name on the outside of the envelope and designated as follows:

Sealed Proposal
 Boulan Park & Larson Casework
 Bid Package No. 9488
 Bid Category: _____
 Contractor Name, Address, Phone Number

2. Proposals shall be based on the requirements set forth in the Project Manual by Barton Malow Company and Specifications and Construction Documents prepared by Kingscott Architects, Engineering, Interior Design dated February 11, 2008.

**BID PACKAGE NO. 9488, Boulan Park & Larson Casework
2004 Bond Program**

<u>Bid Category</u>	<u>Titles</u>
12.1	Institutional Casework

3. Accepted Bidders will be required, as a condition precedent to award of Contract, to furnish in the amount of 100% of the contract price, satisfactory Performance Bond and Payment Bond and Certificates of Insurance as required in the Project Manual.
4. Unless otherwise specifically set forth in Section 00880 of the Project Manual, this Project is subject to state sales and/or use taxes and Bidder is required to include such taxes in its Bid Proposal.
5. Barton Malow Company has been contracted by the Owner in the capacity of **Construction Manager**, for the Project, and as such has the rights and obligations set forth in its contract with the Owner for those services, and shall act as representative of the Owner to the extent required/allowed under its Owner contract.
6. Bid Proposals will be publicly opened immediately following receipt of bids by the Troy School District and Barton Malow Company, evaluated by Barton Malow Company, Owner and the Architect, with awards subsequently made by Troy School District, Barton Malow Company and Kingscott Architects, Engineering, Interior Design.

The Owner shall not open, consider, or accept a Bid Proposal that is received after the date and time specified for bid submission in this Advertisement for Bids.

7. Bidding Documents will be available for examination and distribution on or after Monday, February 11, 2008. Examination may be made at the following locations:
 - Barton Malow Company Site Office, 1301 Boyd, Troy, MI 48083
 - Construction Association of Michigan, 43636 Woodward Ave., Bloomfield, MI 48302
 - F. W. Dodge, 21415 Civic Center Drive, Suite 115, Southfield, MI 48076
8. There will not be a pre-bid conference for this bid package. It is strongly encouraged that all bidding contractors contact Ian Morris at (248) 823-4631 to set up a site visit. Any questions generated in the bidding period shall be submitted by RFI and will be addressed in the addendum.

9. There will not be a deposit on the Construction Documents.
10. Bid Proposals shall be on forms furnished by **Barton Malow Company in Section 00400**. Bidders will be required to submit with their Bid Proposals, a notarized Familial Relationship Disclosure Form furnished by **Barton Malow Company in Section 00410**, a Bid Security by a qualified surety authorized to do business in the State of Michigan where the Project is located, an OSHA Form 300 for the most recent completed year, their worker's compensation Experience Modification Rate (EMR) factor, and any other information required in the Instructions to Bidders. Bidders shall not withdraw Bid Proposals for a period of **ninety (90)** Days after date for receipt of Bid Proposals.
11. The successful Bidder(s) will be required to enter into an agreement with Troy School District on the Agreement Form identified in Section 00500 of the Project Manual.
12. The right to accept or reject any or all Bid Proposals, either in whole or in part, to waive any informalities or irregularities therein and to award the contract to other than the low bidder is reserved by Troy School District.
13. All Bid Proposals shall be accompanied by the sworn and notarized statement included in Section 00410 of the Project Manual, in accordance with MCL 380.1267, disclosing any familial relationship that exists between the owner(s) or any employee of the Bidder and any member of the School board or the superintendent of the School District. Bid Proposals that do not include this sworn and notarized disclosure statement will not be considered accepted.

BARTON MALOW COMPANY

Troy School District
Ian Morris
Project Superintendent

END OF SECTION 00100

**SECTION 00200
INSTRUCTION TO BIDDERS**

PART 1 – DEFINITIONS

- 1.01 Capitalized terms used in this Project Manual shall have the meanings set forth below. If a capitalized term is used herein but not defined in this Section, 00200, Part 1, it shall have the meaning set forth in other applicable Contract Documents (such as the Agreement or Conditions of the Contract).
- 1.02 **“Addenda”** means the written and graphic instruments issued by the Architect and/or Barton Malow Company prior to the execution of the Agreement that modify or interpret the Bidding Documents by additions, deletions, clarifications, or corrections.
- 1.03 **“Agreement”** means the document defined as such in Section 00500, including all other documents incorporated by reference in the Agreement.
- 1.04 **“An Alternate Bid”** (or **“Alternate”**) is an amount stated in the Bid Proposal to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.
- 1.05 **“Architect”** means the person or entity listed in Project Manual, section 00030 as such, and may include professional engineers if so designated.
- 1.06 **“Base Bid”** is the sum stated in the Bid Proposal for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added to or deducted from for sums stated in Alternate Bids.
- 1.07 A **“Bidder”** is a person or legal entity that submits a Bid Proposal in conformance with the Bidding Documents. After award of the Agreement, the Bidder will be referred to as **Contractor: “All Contractors on this project are considered prime/principal contractors”**.
- 1.08 **“Bid Categories”** are units of Work performed by a Contractor and its Subcontractors which form part of the total Project. The term **“Bid Category”** should not be confused with the term **“Technical Section”**. Technical Sections of the Specification (Division 2 through Division 17) establish quality and performance criteria, and the Bid Categories designate work scope and assignment.
- 1.09 A **“Bid Category Description”** is a written description of the scope of Work to be performed by a Bidder for a Bid Category. A description of the Work is provided in the Scope of Work for each Bid Category.
- 1.10 **“Bidding Documents”** means the Bidding Requirements, the Contract Documents, and the Resource Drawings collectively.
- 1.11 A **“Bid Package”** means a series of Bid Categories that are released for bidding in the same set of Bidding Documents.
- 1.12 **“Bidding Requirements”** include the **ADVERTISEMENT TO BID**, Instructions to Bidders, Information Available to Bidders, and Bid forms and supplements.
- 1.13 **“Bid Proposal”** is a complete and properly signed proposal to do the Work of an individual Bid Category (ies) for the sums stipulated therein, submitted in accordance with the Bidding Documents.
- 1.14 The **“Contract Documents”** consist of all Contracting Requirements set forth in Division 0 of this Project Manual, including, but not limited to, the Contract Forms (the Agreement, Performance/Payment Bonds, and Certificates), the Conditions of the Contract (General, Supplementary or Special), the Division 1-General Requirements of this Project Manual, the Specifications set forth in Division 2 through 17 of this

Project Manual, the Drawings, and all other documents incorporated into the Agreement by reference, all Addenda issued prior to and all modifications issued after execution of the Agreement.

- 1.15 “**Day**” means calendar day, unless otherwise defined in the particular Contract Document.
- 1.16 “**Hazard Communications Program**” means the **Contractor** own hazard communications program that will govern project safety for such **Contractor** Work and that must be submitted to Barton Malow Company by each successful Bidder before commencing Work. The Hazard Communications Program will be no less stringent than Section 00810 - On Site Safety and Loss Control Program included in the Bidding Documents. Each **Contractor** shall be fully responsible for the safety of its Work and the Work of its Subordinate Parties.
- 1.17 “**Hazardous Materials**” means asbestos; asbestos containing material; lead (including lead-based paint); PCB; molds; any other chemical, material, or substance subject to regulation as a hazardous material, hazardous substance, toxic substance, or otherwise, under applicable federal, state, or local law; and any other chemical, material, or substance that may have adverse effects on human health or the environment.
- 1.18 “**Lowest Responsive, Responsible Bidder**” means a Bidder whose Bid Proposal conforms in all material aspects to the terms, conditions, specifications and requirements of the solicitations and who has demonstrated the ability to properly perform the Work.
- 1.19 “**MBE/WBE/SBE**” means Minority Owned Business Enterprise/Women Owned Business Enterprise/ Small Business Enterprise as these terms are defined in the applicable ordinances and laws governing the Project. Refer to Project Manual, Section 00861 for more specific requirements.
- 1.20 “**Project Safety Program**” means the **Contractor** own site safety program that will govern project safety for such **Contractor** Work, and that must be submitted to Barton Malow Company by each successful Bidder before commencing Work. The Project Safety Program will be no less stringent than Section 00810 - On Site Safety and Loss Control Program included in the Bidding Documents. Each **Contractor** shall be fully responsible for the safety of its Work and the Work of its Subordinate Parties.
- 1.21 “**Resource Drawings**” are drawings that do not form a part of the Contract Documents and are included in the Bidding Documents as a courtesy only. The Bidder is not entitled to rely upon the accuracy of the Resource Drawings and they are not warranted to be correct or reliable by the Owner or Barton Malow Company. The Bidder is expected to have conducted its own investigation into the reliability or accuracy of any Resource Drawings, and no adjustment to the Base Bid shall be made if such request arises or results from the Bidder’s failure to conduct such investigation.
- 1.22 “**Subordinate Parties**” means all of **Contractor** employees, workers, laborers, agents, consultants, suppliers or subcontractors, at any tier, who perform, assist with, or otherwise are involved in any of the Work.
- 1.23 A “**Unit Price**” is an amount stated in the Bid Proposal as a price per unit of measurement for materials or services as described in the Bidding Documents or in the proposed Contract Documents.

PART 2 - BIDDERS REPRESENTATIONS

2.01 QUALIFICATION OF BIDDER

- A. The **Owner** reserves the right to request qualification forms or additional information from and Bidder before issuing documents, receiving Bid Proposals or awarding an Agreement. The **Owner** may, at their sole discretion, accept or reject Bidders as qualified. The right to waive any informalities or irregularities in qualification materials is reserved by the **Owner**.

2.02 BIDDER BY MAKING ITS BID REPRESENTS THAT:

- A. Bidder has carefully read, reviewed and understands the Bidding Documents and its Bid Proposal is made in accordance therewith.
- B. Bidder's Bid Proposal is based upon the materials, systems and equipment required by the Bidding Documents without exception.
- C. Bidder certifies that it has examined the Project site, has carefully reviewed the Bidding and Contract Documents, has compared its examination of the Project site with the Bidding and Contract Documents, including the Drawings and Specifications, and is satisfied as to the condition of the Project site, any surface or subsurface obstruction, the actual levels, and all excavating, filling in, removal and demolition, measurements and quantities involved in the Work, and is familiar with weather conditions of the Project area, and has taken account of all of these factors in preparing and presenting its Bid Proposal. Bidder further certifies that it has fully acquainted itself with the character and extent of the Owner's, Barton Malow Company's and other contractor's operations in the area of the Work, and it has taken account of coordination of operations of others in its construction plans set forth in the Bid Proposal. No change orders will be issued to the **Contractor** for or on account of costs or expenses occasioned by its failure to comply with the provisions of this paragraph, or by reason of error or oversight on the part of the **Contractor**, or on account of interferences by the Owner's Barton Malow Company's or other contractor's activities.
- D. The Bidder, by submitting its Bid Proposal, represents that it has carefully reviewed the project schedule, along with the related requirements of Section 00230 - Schedule and Phasing, and acknowledges that these are acceptable and have been taken into account in preparing its Bid Proposal.

PART 3 - BIDDING DOCUMENTS

3.01 COPIES

- A. Bidders may obtain Bidding Documents pursuant to the requirements in the **Advertisement to Bid**.
- B. Bidders shall use complete sets of Bidding Documents in preparing Bid Proposals. Neither the Owner, Barton Malow Company nor the Architect shall be responsible for errors, omissions or misinterpretations resulting from the Bidder's use of partial sets of Bidding Documents.
- C. Copies of the Bidding Documents are being made available on the above terms for the purposes of obtaining Bid Proposals for the Work only. Bidders shall not use the Bidding Documents for any other purpose. Neither the Owner, Barton Malow Company nor the Architect warrants the completeness and/or adequacy of the Bidding Documents.
- D. The Architect will provide, for a fee, electronic data files, and compatible with AutoCAD 2000, for contractors convenience and use in the preparation of shop drawings. Requests for electronic data and fee quote shall be in written form through the architect. Prior to the release of electronic files, the Architect will require a signed waiver of release and payment of the fee. See section **01330-5.03E** for fee.
- E. The Contractors shall be responsible to review Bid Documents before start of construction, and bring any items that could be considered errors or omissions to the attention of the Construction Manager and Architect. Any error or omission items discovered after start of construction shall be the responsibility of the Contractor if determined to be reasonable by the Architect and Construction Manager.

3.02 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

- A. Bidder shall promptly notify the Architect through Barton Malow Company of all ambiguities, inconsistencies, or errors that it may discover upon examination of the Bidding Documents or upon examination of the Project site and local conditions. Bidders requesting clarification or interpretation of the Bidding Documents shall make a written request, which shall reach Barton Malow Company by January 30, 2008.

Barton Malow Company
Attn: Andrea Wright, Assistant Project Manager
1301 Boyd
Troy, MI 48083
PH: 248-823-4631
FAX: 248-823-4672

- B. Any interpretation, correction, or change of the Bidding Documents will be made by Addendum. Interpretations, corrections, or changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretations, corrections and changes. Addenda will be mailed, faxed or delivered to all who are known to have received Bidding Documents.
- C. For the dissemination of information, clarification of the intent of the Bidding Documents, and a site visit/tour, a Pre-bid Conference will be held as stated in the **Advertisement to Bid**.

3.03 SUBSTITUTIONS

- A. See Section 01630 Product Substitutions in the Project Manual for substitution submittal requirements. Submit all substitution request forms to Barton Malow Company who will transmit them to the Architect.

3.04 ADDENDA

- A. Addenda will be mailed, faxed or delivered to all who are known by Barton Malow Company to have a complete set of Bidding Documents. Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.
- B. No Addenda will be issued later than **three (3)** days prior to the date for receipt of Bids except an Addendum withdrawing the request for Bid Proposals or one, which includes postponement of the date for receipt of Bid Proposals.
- C. Each Bidder shall ascertain prior to submitting its Bid Proposal that it has received all Addenda issued, and it shall acknowledge its receipt in the proper location on the Bid Proposal.

3.05 ALTERNATES

- A. Each Bidder must bid on all Alternates listed in the Bid Proposal that are applicable to its Bid Category. Alternates will be fully considered in awarding the Agreement.
- B. **Troy School District** shall be allowed a period of **sixty (60)** Days after date of receipt of the Bid Proposals to exercise the right to accept or reject any or all Alternates submitted on the Bid Proposal.
- C. Successful Bidders shall perform all Work required for complete execution of accepted Alternates, and the Bid Proposal shall include all overhead and profit for the Work required.

3.06 VOLUNTARY ALTERNATES

- A. All Bid Proposals must be based upon the Contract Documents. In addition to a Base Bid Proposal, the submission of voluntary Alternates is acceptable and encouraged. If a voluntary Alternate is submitted for consideration, it shall be expressed on the bid form as an add or deduct amount from the Base Bid. If a voluntary Alternate is submitted, the Bidder shall also submit sufficient information in the form of drawings, specifications, test data, delivery dates, scheduling issue considerations, and all other information necessary and sufficient for analysis of the Alternate. The **Owner** reserve the right to unilaterally accept or reject voluntary Alternates and to determine if the voluntary Alternates will be considered in the awarding of the Agreement.

3.07 UNIT PRICES

- A. Each Bidder must bid on all unit prices listed in the Bid Proposal that are applicable to its Bid Category. Unit Prices will be fully considered in awarding the Agreement.
- B. Successful Bidders shall perform all Work required for complete execution of accepted Unit Prices, and such Unit Prices shall include all overhead and profit for the Work required.

3.08 SALES TAX

- A. Unless specifically stated otherwise in Section 00880 of the Project Manual, this Project is subject to state Sales Tax and/or Use Tax and the Bidder’s Bid Proposal shall include all applicable sales and use tax.

3.09 NO DISCRIMINATION

- A. All Bidders shall ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, national origin, age, marital status, sexual orientation, or disability and in conformance with local, state and federal laws, regulations and ordinances.
- B. In regard to any Agreement entered into pursuant to this Bid Package, minority and women owned business enterprises will be afforded full opportunity to submit Bid Proposals in response to the **Advertisement to Bid** and will not be discriminated against on the grounds of race, color, religion, sex, national origin, age, marital status, sexual orientation, disability or any other status protected by applicable law.

3.10 PHASES OF CONSTRUCTION

- A. The Bidder, if awarded the Agreement, agrees to proceed under the method known as phased construction whereby construction commences prior to completion of all working drawings for subsequent Work.
- B. The Project has been and may be bid in the following phases:

BID PACKAGES
BP/LA Science Room Casework

ESTIMATED DUE DATE
March 4, 2008

- C. Bidder shall acquaint itself with the nature and content of the other Bid Packages of this Project. Bidder shall be familiar with the current phase(s) of construction and the extent of how this and the other Bid Packages affect its Work.

3.11 OTHER BID CONSIDERATIONS

- A. **PREVAILING WAGES** – The successful Bidder and its Subordinate Parties shall comply with the Prevailing Wage requirements described in Section 00870 Labor Relations in the Project Manual.

PART 4 - BIDDING PROCEDURE

4.01 FORM AND STYLE OF BIDS

- A. Bid Proposals shall be submitted in triplicate on the Bid Proposal Form included in Section 00400 with the Bidding Documents.
- B. All blanks on the Bid Proposal Form shall be filled in by typewriter or manually in ink.
- C. Where so indicated by the makeup of the Bid Proposal Form, sums shall be expressed in both words and figures, and in case of discrepancy between the two, the amount written in words shall govern.
- D. All interlinear marks, alterations or erasures shall be initialed by the signer of the Bid Proposal.
- E. All requested Alternates and/or Unit Prices shall be bid. A dollar amount of each Alternate and/or Unit Price in both words and numerals, even if the amount is \$0.00, shall be included. Terminology such as "No Bid", "Not Applicable", "No Change" or "Does Not Apply" shall not be used. If the Alternate and/or Unit Price do not apply to the Bidder, an amount of \$0.00 shall be included.
- F. Each copy of the Bid Proposal shall include the legal name of the Bidder and a statement that the Bidder is a sole proprietor, a partnership, a corporation, or some other legal entity. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract of the size and scope of the Agreement. A Bid Proposal by a corporation or LLC shall further indicate the state of incorporation or registration. A Bid Proposal submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Bidder.
- G. The Work of an individual Bid Category described in these documents is the sole responsibility of the successful Bidder for that Bid Category. Bids will only be accepted on the full scope of Work outlined by this Bid Package/Bid Category. The Work of each Bid Category is described in Section 00220 Work Scopes.
- H. Each Bid Proposal received shall be in strict conformity with the requirements of the Bidding Documents, including, but not limited to, the Description of the Work/Special Provisions, Work Scopes and Scheduling information.

4.02 BID SECURITY

- A. Bid security in the form of a bid bond issued by a qualified surety, certified check or cashier's check in the amount of five percent (5%) of the Base Bid amount will be required at the time of submission of the Bid Proposal. Bid bonds shall be duly executed by the Bidder, as principal and by a surety that is properly licensed and authorized to do business in the state in which the Work is to be performed. All sureties providing bonds for this Project must be listed in the latest version of the Department of Treasury's Circular 570, entitled "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies", with the bond amount less than or equal to the underwriting limitation, and/or have an A.M. best rating of A- or better.
- B. Bid bond shall pledge that the Bidder, with the understanding that if its Bid Proposal is accepted, will enter into the Agreement with **Troy School District** for any of the Bid Category (ies) accepted from its Bid Proposal and will, if required, furnish performance and payment bonds covering the faithful performance of the Agreement and the payment of all obligations arising there under. The attorney-in-

fact, who signs the surety bond, must submit along with the bond, a certified and effectively dated copy of his/her power of attorney.

- C. Bid bond form AIA Document A310 is approved for use on this Project.
- D. The bid security obligees shall be **Troy School District** and the amount of the bid security shall become **their** property in the event that the Bidder fails, within **Sixty (60)** days of notice of award or receipt of the Agreement form, to execute the Agreement, and deliver the performance and payment bonds as described in the Project Manual, section 00610. In such case, the bid security shall be forfeited to **Troy School District** as liquidated damages, not as a penalty
- E. The Owner will have the right to retain the bid security(ies) of Bidders to whom an award is being considered until either (a) the Agreement has been executed and bonds, if required, have been furnished, or (b) the specified time has elapsed so that Bid Proposals may be withdrawn, or (c) all Bid Proposals have been rejected.
- F. Bid security will be returned to the successful Bidders after the Agreement has been executed, and acceptance of required performance and payment bonds. The bid security of Bidders that are not under consideration for award of the Agreement will be returned to those Bidders.

4.03 SUBMISSION OF BIDS

- A. All copies of the Bid Proposal, the bid security and any other documents required to be submitted with the Bid Proposal shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name, the Bidder's name and address, if applicable, the designated portion of the Work for which the Bid Proposal is submitted. If the Bid Proposal is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face of the envelope.
- B. Bid Proposals shall be deposited at the designated location prior to the time and date for receipt of Bid Proposals indicated in the **Advertisement to Bid**, or any extension thereof made by Addendum. Bid Proposals received after the date and time for receipt of bids will be returned unopened.
- C. The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bid Proposals.
- D. Oral, telephonic, facsimile, e-mailed or telegraphic Bid Proposals or bid securities are invalid and will not receive consideration.
- E. Bid Proposals will only be accepted for individual Bid Categories. Bidders are required to bid an entire Bid Category. Bidders may bid more than one Bid Category. Combined bids covering several Bid Categories may not be accepted unless separate bid amounts are listed for each Bid Category making up the combined bid amount. The amount for a combined bid, however, need not be equal in amount to the total of the individual category bids.

4.04 MODIFICATION OR WITHDRAWAL OF BID PROPOSAL

- A. A Bid Proposal may not be modified, withdrawn or canceled by the Bidder after the stipulated time period and date designated for the receipt of Bid Proposals, and each Bidder so agrees in submitting its Bid.
- B. Prior to the time and date designated for receipt of Bid Proposals, any Bid Proposal submitted may be modified or withdrawn by notice to the party receiving Bid Proposals at the place designated for their receipt. Such notice shall be in writing over the signature of the Bidder.

- C. Withdrawn Bid Proposals may be resubmitted up to the time designated for the receipt of bids provided that they are then fully in conformance with these Instructions to Bidders.
- D. Bid security under B. or C., above shall be in an amount for the Base Bid as modified or resubmitted.

PART 5 - CONSIDERATION OF BIDS

5.01 OPENING OF BIDS

- A. Bid Proposals received on time will be open **publicly**.
- B. Bid Proposals shall be held open and irrevocable for **Forty-five (45) Days** after the date for receipt of bids.

5.02 REJECTION OF BIDS

- A. **Troy School District** shall have the right to reject any or all Bid Proposals and to reject a Bid Proposal not accompanied by the required bid security or by other information required by the Bidding Documents, or to reject a Bid Proposal which is in any way incomplete or irregular.
- B. Bids Proposals are considered irregular and may be rejected for any of the following reasons unless otherwise provided by law:
 - 1. If Bid Proposal Form furnished is not used or is altered.
 - 2. If there are unauthorized additions, qualified or conditional Bid Proposals, or irregularities of any kind which may make the Bid Proposal incomplete, indefinite, or ambiguous as to its meaning.
 - 3. If Bidder adds any provisions reserving right to accept or reject any award, or enter into the Agreement pursuant to an award.
 - 4. If Unit or Lump Sum prices or Alternates contained in the Bid Proposal are obviously unbalanced either in excess of, or below, reasonable cost analysis values.
 - 5. If Bidder fails to complete the Bid Proposal Form where information is requested so the Bid Proposal form cannot be properly evaluated.
 - 6. Bidder is deemed to not be the Lowest Responsive, Responsible Bidder by definition and prevailing statutes.
 - 7. Bidder does not submit with its Bid Proposal a sworn an notarized statement of Familial Disclosure.

5.03 ACCEPTANCE OF BID (AWARD)

- A. It is the intent of the **Troy School District** to award the Agreement to the Lowest Responsive and Responsible Bidder provided the Bid Proposal has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. **Troy School District** shall have the right to waive any informality or irregularity in any Bid Proposal received and to accept Bid Proposals which, in its judgment, are in its own best interest which includes not awarding to the low bidder. **Troy School District** reserves the right to reject any Bid Proposal in its sole discretion except where otherwise provided by law.
- B. **Troy School District** shall have the right to accept Alternates in any order or combination and to determine the low Bidder on the basis of the sum of the Base Bid, Voluntary Alternates, and Alternates accepted.

- C. **Troy School District** shall have the right to accept combination bids from a Bidder for more than one Bid Category.

5.04 To the extent that these Instructions to Bidders and applicable public bidding laws, rules, regulations or ordinances conflict with each other, the provisions of the applicable bidding laws, rules, regulations or ordinances shall govern.

PART 6 - POST BID INFORMATION

6.01 POST BID INFORMATION

- A. After the Bids are received, tabulated, and evaluated, the apparent low Bidders **when so requested by the owner and/or Barton Malow Company shall meet with the Barton Malow Company** at a post-bid meeting for the purposes of determining completeness of scope and any contract overlaps or omissions. If requested, the Bidder shall submit additional qualification forms or other information as required in the Instructions to Bidders. The Bidder will provide the following information at the post-bid meeting:
1. Designation of the Work to be performed by the Bidder with its own forces including manpower for the **Contractor** and that of its Subordinate Parties.
 2. Detailed cost breakdown of the Bidder's Bid Proposal including labor, equipment and material unit prices.
 3. A list of names of the Subordinate Parties proposed for the principal portions of the Work.
 4. The proprietary names and suppliers of principal items or systems of materials and equipment proposed for the Work.
 5. The names and backgrounds of the Bidder's key staff members including superintendent and assistants. Bidder shall be requested to establish the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.
 6. Commitment to construction schedules, identification of items requiring long lead deliveries and manpower information in accordance with Section 00230 of the Project Manual.
- B. Prior to award of the Agreement, Barton Malow Company will notify the Bidder if either the Owner, the Architect, or Barton Malow Company, after due investigation, has reasonable objection to any proposed Subordinate Party. If the Owner, Architect or Barton Malow Company has reasonable objection to any proposed Subordinate Party, the Bidder may, at its option: (1) withdraw its Bid Proposal; or (2) submit an acceptable substitute Subordinate Party with an adjustment in its bid amount to cover the difference in cost occasioned by such substitution. The **Troy School District** may, at its discretion, accept the adjusted bid amount or it may disqualify the Bidder. In the event of either withdrawal or disqualification under this Subparagraph, bid security will not be forfeited, notwithstanding the provision of Part 4, paragraph 4.04., A in the Instructions to Bidders.
- C. Upon the Award of the Agreement, the **Contractor** shall submit to Barton Malow Company a complete list of all items, products, and layouts for which shop drawings, brochures, or samples are required; name of each Subordinate Party; and date of planned submission. Refer to Section 01330 Submittals of the Project Manual for additional information.
- D. The Bidder will be required to establish to the satisfaction of the Barton Malow Company, Owner and Architect, the reliability and responsibility of the Subordinate Parties proposed to furnish and perform the Work described in the Bidding Documents.

- E. Prior to execution of the Agreement, the Bidder shall furnish separate Performance and Payment Bonds, if required, covering the faithful performance of the **Contractor** and the payment of all obligations arising there under equal to 100 per cent of the total amount payable by the terms of the Agreement. If the Work is to be commenced prior thereto in response to a letter of intent, the Bidder shall, prior to commencement of the Work submit evidence satisfactory to the Owner and Barton Malow Company that such bonds will be furnished. Refer to Section 00610 of the Project Manual for further information.
- F. Before commencement of any Work, a Certificate of Insurance executed by Bidder's insurance agent or carrier showing evidence of required insurance coverages shall be submitted in accordance with the Insurance Requirements set forth in Section 00620 of the Project Manual.
- G. The Agreement Form to be used for this project is described in Section 00500 of the Project Manual.

END OF SECTION 00200

**SECTION 00210
DESCRIPTION OF THE WORK/SPECIAL PROVISIONS**

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Attention is directed to, Bidding and Contract Requirements, and to Division 1, General Requirements, which are hereby made a part of this Section.
- B. All Bidders are responsible to review all other Bid Category Work descriptions and immediately advise the Barton Malow Company of any adverse factors, conflicts or ambiguities that might affect the execution of Work of this Bid Package. Each Bidder is responsible to review all Bid Category descriptions and Contract Documents and coordinate the Work accordingly. Each Bidder shall incorporate into its Bid Proposal the cost of coordination of the Work with the requirements of all related Contract Documents, as shown, specified, or required.
- C. Each Bidder shall thoroughly examine all of the Bidding Documents for the Work of all trades so as to familiarize itself both with the Work required under its Bid Category (ies) and with Work required under all other Bid Categories.
- D. The Bidding Documents shall be construed so as to require the Bidder to perform all Work reasonably inferable therefrom as being necessary to produce the intended results. Bidders are required to visit and examine the Project site and may arrange the visit through Barton Malow Company.

1.02 PROJECT DESCRIPTION

- A. **The Project is Troy School District, BP/LA Science Room Casework, bid pack #9488. The renovation work consists of providing and installing new casework in six classrooms in each school.**
- B. **The Renovations to the Boulan Park and Larson Middle Schools are scheduled to start July 7, 2008 and turn over to Troy School District by July 18, 2008. The contractor will be responsible to complete all work by the completion dates listed above. See project manual section 00230 – Schedule and Phasing for further clarification.**

1.03 SUMMARY OF THE BID CATEGORIES/WORK SCOPES

- A. The following is a listing of Bid Categories for **Bid Package No.9488, BP/LA Science Room Casework for Troy School District**. All work relative to the Bid Package is identified on plans and specifications as prepared by the Architect. Each Bid Category description identifies the Scope of Work to be performed by the Bidder as designated by Barton Malow Company.

BID CATEGORY CODE**TITLE**

12.1

Institutional Casework

- B. Specific Bid Category/Work Scope descriptions are found in Section 00220.

1.04 SPECIAL PROVISIONS

- A. The following special provisions form a part of each Bid Category Work Scope and apply to each Contractor's Scope of Work found in Section 00220.
- B. The Bid Category/Work Scopes should in no way be construed as being all inclusive. The Work Scope is issued as a guide to aid in the assignment of Work. If conflict regarding assignment of Work exists between the drawing notes and these descriptions, the Description of the Work and Bid Category/Work Scopes will take precedence. Notwithstanding the foregoing, the **Contractor** shall carefully review and compare the Drawings and Specifications with the Work Scopes, and if a conflict exists, the **Contractor** shall immediately notify Barton Malow Company in writing. The Bid Category numbers and the specification section numbers are not, in all cases, identical.
- C. Each Bidder is to carefully examine the schedule enclosed in the Bidding Documents. Each Bidder shall be prepared to review at the post-bid meetings a schedule for the engineering, fabrication, delivery and installation of its Work. This information will be considered in the award recommendation.
- D. All **Contractors** are to coordinate all Work with the work of other trades for proper function and sequence (see Section 01360). **Contractor** must furnish approved copies of shop drawings, mock-ups, and technical data to other contractors designated by the Barton Malow Company for the purposes of coordination of this Work. **Contractor** must provide to all other trades all information (drawings, diagrams, templates, embedments) and other related Work necessary for the proper coordination of the Work of all trades. Each phase of the Work shall be coordinated, and the coordination plan approved by Barton Malow Company prior to proceeding. **Contractor** shall keep informed as to Work of all trades engaged in the Project, and shall execute Work in such a manner as not to delay or interfere with the progress of other trades involved. **Contractor** is required to schedule its Work so that no other party is delayed in execution of its work. **Contractor** is required to employ competent supervision on the Project throughout the entire period of construction to ensure proper coordination.
- E. **Contractor** will furnish before any Work is started, evidence of ISO Certification or documented procedures for process control, including drawings, submittals, inspection/surveillance and training. In lieu of defined procedures, **Contractor** will follow Barton Malow Company's documented procedures for process control.
- F. When it is necessary to modify or tie into existing utility services, **Contractor** shall notify Barton Malow Company in writing a minimum of 48 hours prior to the planned disruption. All disruptions shall be scheduled with Barton Malow Company and shall be kept to a minimum time. Tie-ins and shutdowns of existing utilities may have to be performed during off hours. **Contractors** are to include any required premium time in the Base Bid.
- G. If Owner will occupy the premises or a portion of the premises during the construction, **Contractor** shall cooperate with Barton Malow Company and Owner in all construction operations to minimize conflict, and to facilitate Owner occupancy.
- H. Information pertaining to the existing building has been obtained through photographs and investigations and is indicated on the Resource Drawings. This information is not warranted to be complete or accurate. **Contractor** shall verify all dimensions in the field prior to ordering materials or construction and any costs or expenses arising out of its failure to do so shall be borne solely by **Contractor**.

- I. The **Contractor** shall examine the existing site conditions and carefully compare them to the Drawings. All measurements must be verified from actual observation at the Project site. The **Contractor** is responsible for all Work fitting in place in approved, satisfactory and workmanlike manner in every particular. If the **Contractor** encounters unexpected existing site or building conditions, it shall cease operations immediately to minimize damage and shall immediately notify Barton Malow Company in writing. **Contractor** shall bear all costs, expenses or damages arising or resulting from its failure to comply with this paragraph.
- J. Hoisting of material or equipment above occupied areas will NOT be permitted unless the existing structure has been properly verified by a licensed professional Engineer to be able to bear the load of the material or equipment being hoisted if accidentally released. It is the responsibility of the **Contractor** performing such hoisting to properly and adequately reinforce existing structures.
- K. Space for electrical and mechanical lines is limited for the Project. Therefore, it is imperative that **Contractor** coordinate its Work with the Work of all other trades to ensure containment of electrical and mechanical lines in space provided. Priority of space will be decided in discretion of Barton Malow Company, with no additional compensation, where unresolved conflict exists. If Work is not properly coordinated, **Contractor** shall remove and relocate Work without additional compensation.

1.05 REQUIREMENTS

- A. All start-up administrative documents shall be submitted within (10) working days of award. Also, submit material and shop drawing register and delivery schedules for pre-approval.
- B. Coordinate purchase, color selection, approvals, delivery and installation of new work to maintain project schedule. Include all pre-purchase and storage costs associated with securing materials. Include cost of at least one (1) months storage in advance of installation.
- C. Coordination with other trades, including mandatory participation in job meetings.
- D. Verify all dimensions and conditions of openings for compliance with the design intent prior to submittal of related shop drawings for fabrication of materials. For long lead items, in lieu of completed openings of as-built measurements, secure and sign-off on "Hold-Dimensions" through Barton Malow with the appropriate trade contractor(s).
- E. It is the responsibility of this Bid Category to review ALL drawing notes including civil, code plans, architectural, structural, food service, mechanical and electrical drawings as well as the specifications for areas requiring work described by this Bid Category and include same in bid.
- F. This contractor shall be responsible for receiving, off loading, hoisting into/onto building including the safe and secure storage of materials related to this work.
- G. Furnish and install temporary partitions for dust control measures as required for work of this category. Use wet cutting methods and dust collection, engineered controls in order to eliminate silica exposure. Comply with all MIOSHA requirements. Use only electric and pneumatic equipment. Contractor shall not exceed permissible levels of exhaust from power equipment as established by MIOSHA requirements. (Gas operated equipment shall be prohibited within the building after enclosure).
- H. Provide daily clean up, according to Barton Malow Company standards, including daily removal of all materials and identifiable debris related to this category. If daily clean up is not performed, the Construction Manager will provide labor to complete the clean up and the appropriate contractor will be back-charged.
- I. Contractors shall be responsible for safe disposal of any Hazardous Materials as a result of their own work.

- J. Provide joint sealers where shown and as required by work of this category. Contractor is responsible for all joint prep, backers, primers, caulking and sealants where installed material is adjoining a dissimilar material.
- K. Provide all cold weather protection as described in section 01520 Temporary Construction Facilities and Controls section of the Project Manual.
- L. All penetrations through walls, floors, and ceilings shall be fire and smoke stopped using materials and rated assemblies as required to comply with the State Fire Marshall Requirements as identified on the code plan for building separations.
- M. Protection of new construction shall be part of this bid. Cover and protect adjacent items when installing work of this category in order to prevent any damage. If any adjacent surfaces are damaged it will be the sole responsibility of the contractor at fault to completely repair and replace all damaged construction to the satisfaction of the Owner, Construction Manager, and Architect.
- N. Remove packaging labels and final clean all surfaces of items installed by this category. Verify acceptance and secure sign-off with Construction Manager prior to leaving the site.
- O. This contractor shall furnish, upon completion of work, as-built reproducible drawings showing the installation of the work as completed and three sets of operating and maintenance manuals as described in the specifications.
- P. Deliver maintenance stock to Owner's Maintenance Facility, as required. Check with Barton Malow Company prior to delivery. Provide a signed transmittal of these items by Owner for a close out file.
- Q. Reference section 01330-2.01-F of the project manual for additional fees which may be incurred regarding submittals.
- R. Any and all time tickets are to be signed by Barton Malow and submitted on a daily basis. No time tickets will be accepted unendorsed. Allowance, when billed, shall be exclusive of mark-ups and fees. Any money not used at the end of the project will be deducted from the contract.

END OF SECTION 00210

**SECTION 00220
WORK SCOPE**

BID CATEGORY – Institutional Casework – 12.1

The Work of this Bid Category includes but is not limited to providing all labor, equipment, materials, scaffolding, hoisting and incidentals to complete all in accordance with the Contract Documents and applicable codes, including code compliance plan. All Work is to be performed as shown on the plans and specified in the following technical Specification sections:

<u>Section</u>	<u>Name</u>
12355	Institutional Casework

In addition to the above, this Bid Category requires adherence to but not limited to the Bidding Documents, the Bidding and Contract requirements and Division 1 General Requirements of the Project Manual and coordination with various other technical Specifications interfacing with this Work. The Bidder is advised to review the Work descriptions of the other Bid Categories as set forth in Section 00210 of the Project Manual so as to not misunderstand scope responsibilities.

THE SCOPE OF WORK IS TO INCLUDE, but is not limited to, the following items:

1. This contractor is to have all casework and furniture delivered to Boulan Park and Larson by July 21, 2008. If you cannot meet this date, please do not bid this work.
2. Furnish and install all institutional casework required for a complete installation. All final adjustments will be the responsibility of this contractor.
3. It is this contractors responsibility to field verify all finishes and dimensions per the specifications to ensure the finish matches the area the casework is being installed in.
4. Furnish and install all items listed or described in assigned Specification Sections and as indicated on the drawings and/or listed on the color plan layout.
5. This contractor is responsible for covering all casework and countertops for protection after installation against damage. Protection shall be secured cardboard, masonite, or appropriate approved material for turnover.
6. Coordinate the installation of all mechanical and electrical fixtures and devices, associated with casework, with the appropriate trades. Provide rough-in drawings within twenty (20) calendar days of contract award. Layouts provided by 15.1, mechanical contractor and 16.1, electrical contractor must be reviewed by this contractor.
7. The electrical, carpentry and casework contractors will share the responsibility for a square/plumb installation of all electrical and technology boxes in gypsum wall assemblies. Any cost incurred to adjust boxes to ensure a quality finished product will be shared by these contractors

8. Any utility disturbed by this contractor shall be repaired and placed in service immediately and the cost associated to do so will be this contractor's responsibility.
9. Protect existing surfaces in rooms, while performing this contractor's work. If any adjacent surfaces are damaged it will be the sole responsibility of the contractor at fault to completely repair and replace all damaged construction to the satisfaction of the owner, construction manager and architect.
10. Furnish and install all rough carpentry, finish carpentry and casework/equipment blocking as indicated or not indicated on the drawings. Coordinate with appropriate supplier/installer.
11. Furnish and install all joint systems where this work abuts existing surfaces as shown. Caulk all products installed by this contractor.
12. Provide on-site supervision by this trade for all subcontractors of this trade.
13. Control dust created by the execution of this contract.
14. Dumpsters indicated to be provided by the Owner in the General Requirements and Supplementary Conditions WILL NOT be provided for this category.
15. Provide daily clean-up according to Barton Malow standards, including daily removal of all materials and debris related to this category. If daily clean-up is not performed the Construction Manager will provide labor to perform the clean-up and the appropriate contractor will be back-charged.
16. Final cleaning and/or brooming must be included in base bid

EXCLUDED FROM THIS CONTRACTOR'S WORK is:

1. N/A

SPECIAL CONSIDERATIONS:

1. All work under this scope shall comply with proper trade jurisdictions, even if it is necessary to assemble composite crews or subcontract to appropriate trades.
2. The special provisions outlined in **Section 00210 Description of the Work** form a part of this bid category work description and apply to this bidder's scope of work.
3. This Bidder is required to submit alternate prices identified in the Bidding Documents which pertain to their work. These alternate prices must be separate from their base bid on the Bid Proposal Form as described in Section 00200 Instructions to Bidders.

4. Take special precautions when working near occupied spaces with regards to fumes, noise and pollution levels. Some work may be necessary to be performed after the school day is over at this contractor expense.
5. Any in-place temporary protection that requires any disassembly to perform work, etc. must be replaced by contractor installing new work. Temporary protection must be restored to condition intended.
6. Section **00410, Familial Disclosure Statement**, must be filled out and included with your Bid for your Bid to be accepted.

END OF SECTION 00220 – INSTITUTIONAL CASEWORK – 12.1

**SECTION 00230
SCHEDULE AND PHASING**

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Attention is directed to Bidding and Contract Requirements, and to Division 1, General Requirements, which are hereby made a part of this Section.

1.02 MILESTONE SCHEDULE

- A. The following are the milestone schedule dates for the listed work and will become a part of the Contract Documents. Each contractor is responsible to review the supplementary General Conditions for additional requirements. The master construction schedule will be developed after award of the Agreement with Contractor input.

MILESTONE ACTIVITIES	SCHEDULED START	SCHEDULED COMPLETION
Last pre-bid RFI taken	February 20, 2008	-
Receive Bids	March 4, 2008	
Issuance of Contracts (tentatively)	March 18, 2008	-
BP/LA Science Room Casework	July 21, 2008	August 4, 2008

Close coordination will be required between all construction trades in order that individual areas of renovation and new construction can be completed within the scheduled time. Consult the proposed construction sequence and renovation sequence schedules and key plans, found immediately following this section, for start and completion dates of individual Work areas.

- B. It is expressly agreed that time is of the essence for the completion of Work under the Agreement and **Contractor** agrees to perform the Work within the allotted time and in the manner specified. **Contractor** shall be liable for any and all damages and expenses suffered by the Owner or Barton Malow Company arising or resulting from the failure of **Contractor** to perform the Work in accordance with the construction schedule.

1.03 CONSTRUCTION SCHEDULE DEVELOPMENT PROCESS

- A. **Contractor** agrees to commence Work in the field within five (5) Days after being notified to do so by the Barton Malow Company. **Contractor** shall diligently perform and fully complete all Work to the satisfaction of Barton Malow Company and Owner.

Work shall begin at such points as Barton Malow Company may designate and shall be carried to completion with the utmost speed.

- B. **Contractor** shall submit to Barton Malow Company **within fifteen (15) Days of award of the Agreement a Bar Chart/CPM construction schedule using all necessary scheduling information using Barton Malow Company specified coding** of all activities contained in the **Contractor's** scope of Work. This schedule shall include activity descriptions and durations in working days, for shop drawings, fabrication, delivery and installation of products, materials and equipment. This schedule shall identify precedent relationships between **Contractor's** activities and those of other **contractors**, the dollar value, necessary manpower loadings, and precedent activities for other **contractors**. The activities on the schedule must be at a level of detail approved by Barton Malow Company and should agree with the terminology and building sequencing established by Barton Malow Company.

- C. Barton Malow Company will compile all **Contractors'** schedules and develop a project master construction schedule. Once the individual **Contractors** schedules are agreed upon by Barton Malow Company, this project master construction schedule will become the project plan for construction.
- D. Special requirements and/or sequencing issues should be brought to the attention of Barton Malow Company. It is intended the milestones remain in effect and all Bidders agree to accept the milestone dates. Barton Malow Company reserves the right to revise the project master construction schedule as deemed necessary.
- E. Barton Malow Company shall periodically update the project master construction schedule and display it at the Project site. Contractor shall familiarize itself with the project master construction schedule and how it will affect or modify its operations, including coordination with the activities of other **contractors**. Reasonable changes in sequencing, durations and phasing are to be expected with each master schedule update. These changes will be made by **Contractor** at no additional cost.
- F. If it is apparent **Contractor** is unable to perform its Work in the sequence indicated or the time allotted, **Contractor** must notify Barton Malow Company within five (5) Days after initial publication of the project master construction schedule. **Contractors** schedule of activities may be re-sequenced, and the schedule may be adjusted, provided all Work is completed within the stated milestone dates and provided Barton Malow Company and affected **contractors** are notified of the change within five (5) calendar days of receipt of the schedule and the change does not otherwise negatively impact the other scheduled work; otherwise, the project master construction schedule shall be deemed accepted by all parties and becomes a contractual requirement for each **Contractor**.
- G. If **Contractor** delays progress for any reason other than those delays specifically excused under the Contract Documents, Contractor will take all necessary steps to expedite its Work to maintain milestone target dates at no expense or additional cost to Owner or Barton Malow Company.
- H. If **Contractor** is behind schedule and is so notified by Barton Malow Company, **Contractor** shall be required to accelerate the Work at its own expense. **Contractor** shall furnish to Barton Malow Company a short interval schedule of its Work showing location, number of men and crew required to get back on the agreed upon master construction schedule. If **Contractor** fails to maintain and meet the short interval schedule, **Barton Malow Company** reserves the right to take whatever steps it deems necessary in its sole discretion to recover the schedule at the **Contractor's** expense. The **Contractor** shall employ such means as overtime work, multiple work shifts, and additional equipment, all without additional compensation, and shall continue to do so until the progress of the Work, in the opinion of Barton Malow Company, is in conformance with the master project construction schedule.
- I. **Contractor** agrees that it shall have no claim against the Owner, Architect, or Barton Malow Company for an increase in the contract price nor for a payment or allowance of any kind for damage, loss, or expense arising or resulting from delays, regardless of whether the delay is the basis for an extension of time. This provision includes claims for damage, loss, or expense arising or resulting from interruptions to, or necessary suspension of, **Contractor's** Work to enable other **contractors** to perform their work.

END OF SECTION 00230

Boulan Park

Act ID	Description	Orig Dur	Rem Dur	Early Start	Early Finish
1000	Demo Electrical	2d	2d	18JUN08 *	19JUN08
1010	Demo Sinks	2d	2d	18JUN08	19JUN08
1020	Demo Casework	3d	3d	20JUN08	24JUN08
1050	Demo Existing Window Frames	2d	2d	20JUN08	23JUN08
1090	Infill Window Openings	3d	3d	24JUN08	26JUN08
1030	Demo Flooring	4d	4d	25JUN08	30JUN08
1040	Sawcut Floors	2d	2d	01JUL08	02JUL08
1060	Install Gas Lines/Plumbing	5d	5d	03JUL08	10JUL08
1070	Mechanical Inspection Rough	5d	5d	11JUL08	17JUL08
1080	Patch Flooring	2d	2d	18JUL08	21JUL08
1130	New Lab Tables / Casework Onsite	0	0	21JUL08 *	18JUL08
1100	Blockfill / Painting	3d	3d	22JUL08	24JUL08
1110	Install New Casework	4d	4d	25JUL08	30JUL08
1120	Install Epoxy Countertops	3d	3d	31JUL08	04AUG08
1140	Install Sinks	3d	3d	05AUG08	07AUG08
1150	Install Flooring / Base	4d	4d	08AUG08	13AUG08
1160	Paint Touch Up	1d	1d	14AUG08	14AUG08
1170	Finish Electrical	2d	2d	15AUG08	18AUG08
1180	Electrical Inspection	5d	5d	19AUG08	25AUG08
1190	OFS Inspection	5d	5d	19AUG08	25AUG08
1200	Punchlist	8d	8d	19AUG08	28AUG08
1210	Owner Turnover	1d	1d	26AUG08	26AUG08

Larson

1220	Demo Electrical	2d	2d	18JUN08	19JUN08
1230	Demo Sinks	2d	2d	18JUN08	19JUN08

Early bar
 Progress bar
 Critical bar
 Summary bar
 Start milestone point
 Finish milestone point

Barton Malow
Boulan Park/Larson Science Rm. Renov

Start date 18JUN08
 Finish date 28AUG08
 Data date 18JUN08
 Run date 08FEB08
 Page number 1A
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Act ID	Description	Orig Dur	Rem Dur	Early Start	Early Finish
1240	Demo Casework	3d	3d	20JUN08	24JUN08
1265	Demo Existing Window Frames	2d	2d	20JUN08	23JUN08
1260	Infill Window Openings	3d	3d	24JUN08	26JUN08
1270	Demo Flooring	4d	4d	25JUN08	30JUN08
1280	Sawcut floors	2d	2d	01JUL08	02JUL08
1290	Install gas lines / plumbing	5d	5d	03JUL08	10JUL08
1300	Mechanical Inspection Rough	5d	5d	11JUL08	17JUL08
1310	Patch Flooring	2d	2d	18JUL08	21JUL08
1330	New Lab Tables / Casework Onsite	1d	1d	21JUL08*	21JUL08
1320	Blockfill / Painting	3d	3d	22JUL08	24JUL08
1340	Install New Casework	4d	4d	25JUL08	30JUL08
1350	Install Epoxy Countertops	3d	3d	31JUL08	04AUG08
1360	Install Sinks	3d	3d	05AUG08	07AUG08
1370	Install Flooring / Base	4d	4d	08AUG08	13AUG08
1380	Paint Touch Up	1d	1d	14AUG08	14AUG08
1390	Finish Electrical	2d	2d	15AUG08	18AUG08
1400	Electrical Inspection	5d	5d	19AUG08	25AUG08
1410	OFS Inspection	5d	5d	19AUG08	25AUG08
1420	Punchlist	8d	8d	19AUG08	28AUG08
1430	Owner Turnover	1d	1d	26AUG08	26AUG08

Demo Casework
 Demo Existing Window Frames
 Infill Window Openings
 Demo Flooring
 Sawcut floors
 Install gas lines / plumbing
 Mechanical Inspection Rough
 Patch Flooring
 New Lab Tables / Casework Onsite
 Blockfill / Painting
 Install New Casework
 Install Epoxy Countertops
 Install Sinks
 Install Flooring / Base
 Paint Touch Up
 Finish Electrical
 Electrical Inspection
 OFS Inspection
 Punchlist
 Owner Turnover

Barton Malow
Boulan Park/Larson Science Rm. Renov

Early bar
 Progress bar
 Critical bar
 Summary bar
 Start milestone point
 Finish milestone point

Start date 18JUN08
 Finish date 28AUG08
 Data date 18JUN08
 Run date 08FEB08
 Page number 2A
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**SECTION 00400
BID PROPOSAL FORM
(Submit in Triplicate)**

DATE: _____

**TO: Troy School District
4400 Livernois Road
Troy, MI. 48098**

**PROJECT: BP/LA Science Room Casework
Bid Package No. 9488**

**Attn: Barton Malow Company
1301 Boyd
Troy, MI 48083
Call 248-823-4631, with any questions**

Architect: Kingscott Associates, Inc.

FROM:

Name of Bidder: _____

Business Address: _____

Phone Number: _____

Fax Number: _____

**Bid Proposal for
Category(ies):** _____

Bidder, in compliance with the **Advertisement to Bid** for construction contemplated for **Bid Package No. 9488 Niles Renovations** having carefully examined the Bidding Documents and the site of the proposed Project and the conditions affecting the proposed Work in the Bid Category(ies) including the condition of the Project site, any surface or subsurface obstruction, the actual levels, all excavating, filling in, removal and demolition, measurements and quantities involved in the Work, the availability of labor, materials and equipment, and the weather conditions that may possibly may be experienced in the Project vicinity, proposes to furnish all labor, materials, tools, equipment, machinery, equipment rental, transportation, superintendence, and services as are necessary to perform all Work in the Bid Category(ies) stated in accordance with the Contract Documents for the Base Bid and Alternate amounts stated below.

If identified as one of the apparent lowest responsive, responsible bidder(s) for a Bid Category Bidder agrees to meet immediately with the Barton Malow Company and shall submit post bid information as described in Section 00200 Instructions to Bidders.

Bidder, if awarded a contract, agrees to: (1) execute the Agreement within fifteen (15) days of receiving notice of the award; (2) provide performance/payment bonds and insurance certificates in full compliance with the Contract Documents, (3) submit the Project Safety Program as described in Section 00200 Instructions to Bidders; (4) commence Work upon execution of the Agreement or at such other time as directed in the notice of award, and (5) to complete its Work in accordance with the Contract Documents and within the milestone activity dates and durations set

forth in the Bidding Documents and subsequent construction project master schedule established by Barton Malow Company.

In the event Bidder defaults in complying with any portion of this paragraph, Bidder specifically agrees that the entire bid security amount shall become the property of **Troy School District** as liquidated damages constituting the reasonable estimate of the damages that Troy School District would incur for delays and additional expenses in the event of such default, and not as a penalty.

BASE BID: Bidder agrees to perform all Work for Bid Category(ies) as described in the Contract Documents, for the Base Bid(s) stated below. The Base Bid(s) shall include the cost of Performance and Payment Bonds. For each Bid Category to be bid, include the Base Bid, written and in figures, the cost of the Performance Bond and Payment Bond which is included in the Base Bid, written and in figures, and the Bid Category and description. The cost of the Performance Bond and Payment Bond shall be treated as a deduct Alternate should the Owner and Barton Malow Company decide to waive the requirement for the successful Bidder providing same.

(Show amounts in both words and figures. In case of discrepancy, amount shown in words will govern).

BASE BID MUST INCLUDE BID AMOUNTS FOR ALL OF THE ADMINISTRATION BUILDING RENOVATIONS. BIDS THAT DO NOT INCLUDE A PRICE FOR ALL WORK WILL NOT BE ACCEPTED.

BID CATEGORY	WRITTEN DESCRIPTION/AMOUNT(S)	BID AMOUNT IN FIGURES
1. Bid Category No. _____		
Base Bid (including bond)	_____	\$ _____
	DOLLARS	
Amount included for bond	_____	\$ _____
	DOLLARS	

COMBINED BID: Bidder agrees to perform all Work necessary to complete the Work in Bid Categories _____, _____, _____, in full accordance with the Contract Documents, for the lump sum of:

COMBINED BID AMOUNT	WRITTEN DESCRIPTION AMOUNT(S)	BID AMOUNT IN FIGURES
Base Bid (including bond)	_____	\$ _____
	DOLLARS	
Amount included for bond	_____	\$ _____
	DOLLARS	

ALTERNATES: The following Alternate(s) to Base Bid(s) are required to be offered by the respective bidders. Further description of these alternates can be found in Kingscott Specification Section 01230 Alternate. In the event the Alternate is accepted, Bidder agrees to perform all Work necessary to complete the Work as modified by the Alternate in full accordance with the Contract Documents, for the following add or deduct from the Base Bid as indicated: (Show amount(s) in both words and figures for Alternates. In case of discrepancy, amount shown in words will govern.)

ALTERNATES:

THERE ARE NOT ANY SCHEDULED ALTERNATES

VOLUNTARY ALTERNATES: The following Voluntary Alternates are offered by the Bidder. Bidder agrees that the amounts indicated below shall be added to or deducted from the Base Bid, as indicated, for each voluntary Alternate that is accepted.

(Show amount(s) in both words and figures for voluntary alternates. In case of discrepancy, amount shown in words will govern.)

BID CATEGORY	WRITTEN DESCRIPTION OF VOLUNTARY ALTERNATE AMOUNT(S)	ADD	DEDUCT
1.		\$	\$

For the amount of: _____
DOLLARS

2.		\$	\$
----	--	----	----

For the amount of: _____
DOLLARS

3.		\$	\$
----	--	----	----

For the amount of: _____
DOLLARS

UNIT PRICES: The following Unit Prices to Base Bid Categories are required to be offered by the respective Bidders. Bidder agrees that the following amounts will be used in determining contract changes from the Base Bid for authorized Changes in the Work. Bidder shall not include these unit costs in the Base Bid amount(s). [There are no unit prices required in this Bid Package]

All applicable taxes and bond costs are included in the above Base Bid and all listed Alternates and Unit Prices.

Bid Security in the form of a bid bond from a qualified surety (), certified check (), or cashier's check (), (check one) accompanies this proposal in the amount of five (5) percent of the Base Bid amount(s). Bidder agrees that this Bid Proposal shall be irrevocable for a period of ninety (90) days after the day and time designated for receipt of the Bid Proposal in Section 00100 of the Project Manual.

As of the date of submission of the Bid Proposal, Bidder's worker's compensation Experience Modification Rate (EMR) for the state in which the Work is to be performed is _____. Bidder has attached to the Bid Proposal form the following (3) forms:

1.) OSHA Form 300 indicating recordable incidence rates for the last calendar year per 200,000 man-hours for the following categories:

- 1) Total Cases _____
 - 2) Lost Workday Cases _____
 - 3) Non-fatal Cases Without Lost Workdays _____
 - 4) Employee Hours Worked Last Year _____
 - 5) Fatalities in the last year (if yes describe below) _____
- _____
- _____
- _____

2.) Affidavit of Bidder (Familial Relationship Disclosure) Form located in section 00410

Has Bidder been cited by state or federal OSHA for any serious or willful violation? If yes, please describe:

Bidder understands that **Troy School District** reserves the right to reject any or all Bid Proposals and to waive any informalities or irregularities therein.

Bidder acknowledges receipt of the following Addenda (identify no. and date of each): _____

Bidder acknowledges receipt of the pre-bid conference minutes dated _____

If awarded a contract, Bidder's surety will be _____

Check

- I have included a fully executed and notarized copy of the familial disclosure form set forth in Section 00410 of this Project Manual with my Bid Proposal.

Bidder accepts the provisions of the Bidding and Contract Documents and certifies that this Bid Proposal is submitted in good faith and without collusion with any other person or entity submitting a Bid Proposal for the Work. If Bidder is required to be licensed in the state where the work is performed add "Bidder certifies that it meets all licensing requirements of the state in which work is to be performed, its current license number and classification are as follows: _____". Bidder hereby affixes its authorized signature(s) representing (check one):

- _____ An individual doing business as _____
 - _____ A partnership
 - _____ A limited liability company, organized in _____ (enter state)
 - _____ A corporation, organized in _____ (enter state)
 - _____ Joint venture formed between _____ and _____
- (Signature from authorized representatives of each partner are required)

Signature(s): _____ Title: _____

Title: _____

Name of firm: _____

Business address: _____

Telephone no.: _____

()

END OF SECTION 00400

**SECTION 00410
FAMILIAL RELATIONSHIP DISCLOSURE FORM
AFFIDAVIT OF BIDDER**

All Bidders must complete the following familial disclosure form in compliance with MCL 380.1267 and attach this information to the Bid Proposal.

The undersigned, the owner or authorized officer
of _____ (the "Bidder"),

pursuant to the familial disclosure requirement provided in the Advertisement for Bid, Section 00100 of the Project Manual, hereby represents and warrants, except as provided below, that no familial relationships exist between the Owner(s) or any employee of _____ and any member of the Board of Education of the School District or the Superintendent of the School District.

List and describe any Familial Relationships:

BIDDER:

By: _____

Its: _____

STATE OF MICHIGAN

COUNTY OF _____

Subscribed and sworn to before me on the _____ day of _____ 2005, by

Notary Public
_____ County, Michigan

My Commission Expires _____

Acting in County of _____

END OF SECTION 00410

SECTION 00500
AGREEMENT FORM

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Attention is directed to Division 0, Bidding and Contract Requirements, and to Division 1, General Requirements, which are hereby made a part of this Section.
- B. Specific attention is directed to the requirements described in Section 00700 General Conditions of the Contract and Section 00800 Supplementary General Conditions.

1.02 AGREEMENT FORM

- A. The form of Agreement that will be used for Work under this Bid Package shall be **AIA 101/CMA Document - 1992 Edition**.
 - 1. The above Agreement Form is **behind this section**.
 - 2. Comments:
 - Refer to section 00880 Regulatory Requirements for tax requirements.
 - Refer to Section 01290 Payment procedures for payment process

END OF SECTION 00500

DRAFT AIA® Document A101/CMA™ - 1992

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a STIPULATED SUM

AGREEMENT

made as of the [REDACTED] day of [REDACTED] in the year of [REDACTED]
(In words, indicate day, month and year)

BETWEEN the Owner:
(Name and address)

Troy School District
4400 Livernois
Troy, MI 48098

and the Contractor:
(Name and address)

[REDACTED]

For the following Project:
(Include detailed description of Project, location, address and scope.)

BP-LA Science Room Casework
Boulan Park Middle School - 3570 Northfield Parkway, Troy, MI 48084
Larson Middle School - 2222 E. Long Lake Road, Troy, MI 48098

The Construction Manager is:
(Name and address)

Barton Malow Company
1301 Boyd
Troy, MI 48083

The Architect is:
(Name and address)

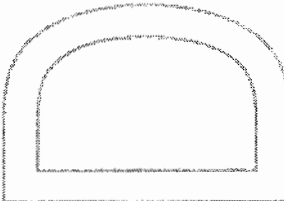
Kingscott, Architecture, Engineering, Interiors Design
229 East Michigan, Suite #335
Kalamazoo, Michigan 49007

The Owner and Contractor agree as set forth below.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The 1992 Edition of AIA Document A201/CMA, General Conditions of the Contract for Construction, Construction Manager-Adviser Edition, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.



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ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall execute the entire Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others, or as follows:

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement is the date from which the Contract Time of Section 3.2 is measured, and shall be the date of this Agreement, as first written above, unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

Unless the date of commencement is established by a notice to proceed issued by the Owner, the Contractor shall notify the Owner, through the Construction Manager, in writing not less than five days before commencing the Work to permit the timely filing of mortgages, mechanic's liens and other security interests.

§ 3.2 The Contractor shall achieve Substantial Completion of the entire Work not later than () days after the Date of Commencement.

(Insert the calendar date or number of calendar days after the date of commencement. Also insert any requirements for earlier Substantial Completion of certain portions of the Work, if not stated elsewhere in the Contract Documents.)

Portion of Work

Substantial Completion date

, subject to adjustments of this Contract Time as provided in the Contract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to complete on time.)

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor in current funds for the Contractor's performance of the Contract the Contract Sum of \$ (), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date until which that amount is valid.)

§ 4.3 Unit prices, if any, are as follows:

Description	Units	Price (\$ 0.00)
-------------	-------	-----------------

ARTICLE 5 PROGRESS PAYMENTS

§ 5.1 Based upon Applications for Payment submitted by the Contractor to the Construction Manager, and upon Project Applications and Certificates for Payment issued by the Construction Manager and Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:



§ 5.3 Provided an Application for Payment is submitted to the Construction Manager not later than the [] day of a month, the Owner shall make payment to the Contractor not later than the [] day of the same month. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment shall be made by the Owner not later than [] ([]) days after the Construction Manager receives the Application for Payment.

§ 5.4 Each Application for Payment shall be based upon the Schedule of Values submitted by the Contractor in accordance with the Contract Documents. The Schedule of Values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Construction Manager or Architect may require. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.6 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.6.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the Schedule of Values, less retainage of [] ([]). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in Section 7.3.7 of the General Conditions;

§ 5.6.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of [] ([]);

§ 5.6.3 Subtract the aggregate of previous payments made by the Owner; and

§ 5.6.4 Subtract amounts, if any, for which the Construction Manager or Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of the General Conditions.

§ 5.7 The progress payment amount determined in accordance with Section 5.6 shall be further modified under the following circumstances:

§ 5.7.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to [] ([]) of the Contract Sum, less such amounts as the Construction Manager recommends and the Architect determines for incomplete Work and unsettled claims; and

§ 5.7.2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of the General Conditions.

§ 5.8 Reduction or limitation of retainage, if any, shall be as follows:
(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.6.1 and 5.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

ARTICLE 6 FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when (1) the Contract has been fully performed by the Contractor except for the Contractor's responsibility to correct nonconforming Work as provided in Section 12.2.2 of the General Conditions and to satisfy other requirements, if any, which necessarily survive final payment; and (2) a final Project Certificate for Payment has been issued by the Construction Manager and Architect; such final payment shall be made by the Owner not more than 30 days after the issuance of the final Project Certificate for Payment, or as follows:

ARTICLE 7 MISCELLANEOUS PROVISIONS

§ 7.1 Where reference is made in this Agreement to a provision of the General Conditions or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 7.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

() per annum

Deleted:

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

§ 7.3 Temporary facilities and services:
(Here insert temporary facilities and services which are different from or in addition to those included elsewhere in the Contract Documents.)

§ 7.4 Other Provisions:
(Here list any special provisions affecting the Contract.)

ARTICLE 8 TERMINATION OR SUSPENSION

§ 8.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of the General Conditions.

§ 8.2 The Work may be suspended by the Owner as provided in Article 14 of the General Conditions.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

§ 9.1.1 The Agreement is this executed Standard Form of Agreement Between Owner and Contractor, AIA Document A101/CMA, 1992 Construction Manager-Adviser Edition.

§ 9.1.2 The General Conditions are the General Conditions of the Contract for Construction, AIA Document A201/CMA, 1992 Construction Manager-Adviser Edition.

§ 9.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated [redacted], and are as follows:

Document	Title	Pages
[redacted]	[redacted]	[redacted]

§ 9.1.4 The Specifications are those contained in the Project Manual dated as in Section 9.1.3, and are as follows:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Title of Specifications exhibit: [redacted]

§ 9.1.5 The Drawings are as follows, and are dated [redacted] unless a different date is shown below:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Title of Drawings exhibit: [redacted]

§ 9.1.6 The Addenda, if any, are as follows:

Number	Date	Pages
[redacted]	[redacted]	[redacted]

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Other documents, if any, forming part of the Contract Documents are as follows:
(List here any additional documents which are intended to form part of the Contract Documents. The General Conditions provide that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

[redacted]

This Agreement is entered into as of the day and year first written above and is executed in at least four original copies of which one is to be delivered to the Contractor, one each to the Construction Manager and Architect for use in the administration of the Contract, and the remainder to the Owner.

OWNER

CONTRACTOR

(Signature)

Michael M. Adamczyk, Assistant Superintendent,
Business Services

(Printed name and title)

(Signature)

[redacted]

(Printed name and title)

SECTION 00610
BONDS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Attention is directed to Bidding and Contract Requirements, and to Division 1, General Requirements, which are hereby made a part of this Section.
- B. Specific attention is directed to the requirements described in Section 00200 Instructions to Bidders regarding preparing a Bid Security to be delivered at time of bid.

PART 2 - BOND REQUIREMENTS

2.01 PERFORMANCE BONDS AND PAYMENT BONDS

- A. Troy School District will, require Contractor to furnish a Performance Bond and a Payment Bond, in amounts equal to the Agreement price, by a qualified surety naming both the Owner and Barton Malow as Obligees. All sureties providing bonds on this Project must be listed in the Department of Treasury's Circular 570, entitled "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" with the bond amounts less than or equal to the underwriting limitation indicated in the Circular, and/or must have an A.M. Best rating of A - or better. Bonds shall be duly executed by the Contractor, as principal, and by a surety that is licensed in the state in which the Work is to be performed.
- B. The Contractor shall deliver the required bonds to Barton Malow Company prior to execution of the Agreement. If the Work is to be commenced prior thereto in response to a letter of intent, the Bidder, at a minimum, shall submit evidence to the satisfaction of Barton Malow Company that such bonds will be furnished prior to commencement of on site Work. In no event may the Contractor commence on-site Work without the required bonds properly issued and delivered.
- C. Performance Bond and Payment Bond form AIA Document A312 (1984 Edition) must be used for this Project.
- D. The Bidder's proposed surety must be acceptable to the Owner and Barton Malow Company. If, at any time, after acceptance of the **Contractor's** bonds, the surety fails to meet the criteria stated in Paragraph 2.01A. above, the **Contractor** must, as a precondition to continuing Work and receiving further payments, replace the bonds with bonds from a surety that meets the stated criteria.
- E. The Performance and Payment Bond penal sums (i.e. the Agreement price) must be listed as a separate line item in the schedule of values described in Section 01290 Payment Procedures in the Project Manual.
- F. In the event of a Change Order to the Agreement that increases the Agreement price, the penal sum of any required Performance and Payment Bonds shall also be increased so that each penal sum equals the adjusted Agreement price, or such other percentage of the Agreement price listed in the Project Manual - Section 00200 -Instructions to Bidders. Barton Malow Company or Owner shall have the right to request submission of bond riders, issued by the original qualified surety, evidencing that such increase to the penal sum of the bonds has been accomplished. Notwithstanding the foregoing, in the next pay application after the Agreement price has been increased by twenty-five percent (25%) or more, as a condition precedent to payment, Contractor shall deliver a bond rider issued by the original qualified surety evidencing that the appropriate increase in penal sums has been accomplished. See Project Manual Section 01290 - Payment Procedures.

END OF SECTION 00610

**SECTION 00620
INSURANCE**

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Attention is directed to Bidding and Contract Requirements, and to Division 1, General Requirements, which are hereby made a part of this Section.
- B. A sample of the Certificate of Insurance (ACORD) form is in Section 01600 Forms.

1.02 STANDARD INSURANCE REQUIREMENTS

- 1. Barton Malow Company Contractor Insurance Requirements for Agency Work, PRO 15.14, shall govern this Project. A copy of these Insurance Requirements is attached in this Section, immediately following this page.

**BARTON MALOW COMPANY
CONTRACTOR
INSURANCE REQUIREMENTS**

For agency work

1. As a condition of performing work under the Agreement, Contractor will keep in force, at all times during performance of the Work, policies of insurance covering all Basic Insurance Requirements and any applicable Supplemental Insurance Requirements. The requirements identified below are minimum requirements. If the Agreement or other Contract Documents impose additional or higher standards, Contractor shall meet those as well. Where a Controlled Insurance Program ("CIP") is specified in the Contract Documents, these insurance requirements shall not apply to coverages supplied by the CIP, but shall apply to coverages which Contractor is required to carry outside the scope of the CIP.
2. Basic Insurance Requirements
 - 2.1. Workers' Compensation covering Contractor's statutory obligations in the State(s) in which the Work is to be performed or Federal statutory obligations, if applicable to the Project, and Employers' Liability insurance with limits of liability of \$1,000,000 per accident. Where applicable, a US Longshore and Harborworker's Compensation Act endorsement must be included.
 - 2.1.1. If Contractor employs the services of leased employees for the Work or for a portion of the Work, it will be required to submit evidence, to the satisfaction of Barton Malow Company, that such leased employees are fully covered by the minimum limits of Workers' Compensation and Employers' Liability Insurance. Such evidence shall include, but not be limited to, submission of the applicable leasing agreement.
 - 2.2. Automobile Liability insurance with the limit of \$1,000,000 per accident covering Contractor's owned, non-owned and hired automobiles.
 - 2.3. Commercial General Liability insurance written on the 1988 ISO OCCURRENCE policy form or subsequent versions with limits of liability as follows:

General Aggregate	\$2,000,000
Products-Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$2,000,000
Each Occurrence	\$2,000,000

This coverage shall include coverage for premises-operations, independent contractors' protective, products and completed operations, personal injury and broad form property damage (including coverage for explosion, collapse, and underground hazards), and Contractual Liability protection with respect to Contractor's indemnification obligations under the Contract Documents. Products-completed operations coverage must be maintained for at least two years after final completion of the Project.
3. Supplemental Insurance Requirements
 - 3.1. Watercraft Protection and Indemnity Liability insurance if any of the Work is on or over navigable waterways or involves use of any vessel. Limits are to be approved by Barton Malow Company in writing.
 - 3.2. Aircraft Liability insurance if any aircraft is used in performance of the Work. Limits are to be approved by Barton Malow Company in writing.
 - 3.3. Railroad Protective Liability insurance if any of the Work is on or within 50 feet of any railroad or affects railroad property, including but not limited to tracks, bridges, tunnels, and switches. Limits are to be approved by Barton Malow Company in writing.
 - 3.4. Professional Liability insurance, if Professional Services are provided, with limits of liability as follows:

Each Claim	\$5,000,000
Aggregate	\$5,000,000

Contractor shall keep such Professional Liability insurance in force during the Agreement, and for three years after final completion of the Project.
 - 3.5. Pollution Liability insurance, which must be on an occurrence basis, if Environmental Services are provided. "Environmental Services" means any abatement, removal, remediation, transporting, or disposal of a Hazardous Material, or any assessments or consulting relating to same. Limits of liability for Pollution Liability insurance shall be as follows:

Each Occurrence	\$5,000,000
Aggregate	\$5,000,000
4. General Provisions.
 - 4.1. Every policy must be written by an insurance company licensed in the state where work is being done and is reasonably acceptable to Barton Malow Company and Owner.
 - 4.2. Limits for Employer's Liability, Commercial General Liability and Automobile Liability may be attained by a combination of an underlying policy with an umbrella or excess liability policy.
 - 4.3. "Barton Malow Company," Owner, and all other entities as required in the Contract Documents shall be endorsed as additional insureds on Contractor's liability insurance (including general liability, excess liability, automobile liability and pollution liability, where applicable) with respect to liability arising out of activities performed by

or on behalf of Contractor, including Barton Malow Company's general supervision of Contractor, products and completed operations of Contractor, and automobiles owned, leased, hired or borrowed by Contractor. The coverage provided by the additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form B CG 20 10 11 85 or CG 20 26 11 85. Forms that do not provide additional insured status for completed operations will not be accepted.

4.4. Contractor will furnish, before any work is started, certificates of insurance showing the required coverages. Receipt by Barton Malow Company of a non-conforming certificate of insurance without objection, or Barton Malow Company's failure to collect a certificate of insurance, shall not waive or alter Contractor's duty to comply with the insurance requirements. Modifications to these insurance requirements will not be effective unless made in a writing executed by an authorized representative of Barton Malow Company. Upon written request by Barton Malow Company, Contractor will provide copies of its insurance policies.

4.5. Evidence of the required insurance is to be provided to Barton Malow Company on ACORD Certificate Form 25-S and must indicate:

4.5.1. Any coverage exclusions or deviations from the 1988 ISO commercial general liability form or subsequent versions;

4.5.2. A Best's rating for each insurance carrier at A minus VII or better;

4.5.3. That the issuing insurance company will provide thirty (30) days written notice of cancellation to the certificate holder and the words "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" do not apply or have been removed;

4.5.4. That additional insured endorsements have been provided as required under the Contract Documents; and

4.5.5. Any deductibles over \$10,000 applicable to any coverage.

4.6. All coverage must be primary and not excess over or contributory with any other valid, applicable, and collectible insurance in force for Barton Malow Company, Owner, or other additional insureds.

4.7. Contractor will provide full coverage for all of Contractor's equipment, property and tools used in the Work.

4.8. Contractor shall waive, and shall require (by endorsement or otherwise) its insurers providing the coverage required by these insurance requirements to waive, subrogation rights against Barton Malow Company, Owner, and all other additional insureds for losses and damages incurred and/or paid under the insurance policies required by these insurance requirements or other insurance applicable to Contractor or its Subordinate Parties, and will include this same requirement in contracts with its Subordinate Parties. If the policies of insurance referred to in this paragraph require an endorsement to provide for continued coverage where there is a waiver of subrogation, the owners of such policies will cause them to be so endorsed.

4.9. Contractor will send or fax a copy of these insurance requirements to its agent when an insurance certificate is requested to assure that the policies comply with the insurance requirements.

4.10. If Contractor requires its Subordinate Parties to provide additional insured endorsements in favor of Contractor, those endorsements shall be extended to Barton Malow Company, Owner and all other required additional insureds.

4.11. Contractor's duty to provide the insurance coverage set forth in these insurance requirements is a severable obligation from Contractor's indemnification obligations under the Contract Documents. Nothing in these insurance requirements shall be deemed to limit Contractor's liability under the Agreement.

4.12. If these insurance requirements are used in conjunction with a Project where an Affiliated Company of Barton Malow Company is acting as Construction Manager, Design Builder or otherwise (the "Construction Entity"), the term "Barton Malow Company" as used in these insurance requirements shall be deemed to be replaced with the name of the Construction Entity, and the additional insured requirements of Section 4.3 above shall be amended to include "Barton Malow Company", and all partners and/or members of the Construction Entity as applicable. "Affiliated Company" means any entity in which Barton Malow Company has an ownership interest.

**SECTION 00700
GENERAL CONDITIONS OF THE CONTRACT**

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Attention is directed to Bidding and Contract Requirements, and to Division 1, General Requirements, which are hereby made a part of this Section.
- B. Specific attention is directed to the requirements described in Section 00800 Supplementary General Conditions and Section 00500 Agreement Form.

1.02 GENERAL CONDITIONS OF THE CONTRACT

- A. Document **AIA 201/CMa 1992** Edition, is bound within this Project Manual and is a part of the Contract Documents

END OF SECTION 00700

General Conditions of the Contract for Construction

Where the Construction Manager is NOT a Constructor

1992 Construction Manager-Adviser Edition

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.

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GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

ARTICLE 1 GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents consist of the Agreement between Owner and Contractor (hereinafter the Agreement), Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, addenda issued prior to execution of the Contract, the portions of the Project Manual defined as Contract Documents therein, and other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a ~~Notice to Proceed~~ Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include other documents such as bidding requirements (advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or portions of addenda relating to bidding requirements).

In the event of any conflict among the Contract Documents, the Contract Documents shall be construed according to the following priorities:

Highest Priority: Modifications including Change Orders and Notice to Proceeds;

2nd Priority: Owner/Contractor Agreement;

3rd Priority: Addenda, later date to take precedence;

4th Priority: The Contract Documents (other than those mentioned above) that are included in the Project Manual sections 0 - 2000;

5th Priority: Drawings and Technical Specifications.

In the event of a conflict among the General Conditions and Supplementary Conditions, the Supplementary Conditions shall control.

1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Architect

and Contractor, (2) between the Construction Manager and Contractor, (3) between the Architect and Construction Manager, (4) between the Owner and a Subcontractor or Sub-subcontractor or (5) between any persons or entities other than the Owner and Contractor. The Construction Manager and Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of their duties.

1.1.3 THE WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by other Contractors and by the Owner's own forces including persons or entities under separate contracts not administered by the Construction Manager.

1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents, ~~wherever located and whenever issued,~~ showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

1.1.6 THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the Work, and performance of related services.

1.1.7 THE PROJECT MANUAL

The Project Manual is the volume usually assembled for the Work which may include the bidding requirements, sample forms, Conditions of the Contract and Specifications.

1.1.8 Provide. When the word "provide," including derivatives, is used, it shall mean to fabricate properly, complete, transport, deliver, install, erect, construct, test, and furnish all labor, materials, equipment, apparatus, appurtenances, and all other items necessary to properly

complete in place, ready for operation or use under the terms of the Specifications.

1.1.9 Addenda. Addenda are written or graphic instruments issued prior to the execution of the Contract that modify or interpret the Bidding Documents, including the Drawings and Specifications, by additions, deletions, clarifications, or corrections.

1.1.10 Knowledge. The terms "knowledge," "recognize," and "discover," their respective derivatives, and similar terms in the Contract Documents, as used in reference to the Contractor, shall mean that which the Contractor knows (or should know), recognizes (or should recognize) and discovers (or should discover) in exercising the care, skill, and diligence required by the Contract Documents. Analogously, the expression "reasonably inferable" and similar terms in the Contract Documents shall be interpreted to mean reasonably inferable by a contractor exercising the care, skill and diligence required of the Contractor by the Contract Documents.

1.1.11 Persistently. The phrase "persistently fails" and other similar expressions, as used in reference to the Contractor, shall mean any combination of acts and omissions that cause the Owner, Construction Manager, or Architect to reasonably conclude that the Contractor will not complete the Work within the Contract Time, for the Contract Sum, or in substantial compliance with the requirements of the Contract Documents.

1.2 EXECUTION, CORRELATION AND INTENT

1.2.1 The Contract Documents shall be signed, in not less than triplicate, by the Owner and Contractor as provided in the Agreement. If either the Owner or Contractor or both do not sign all the Contract Documents, the Architect shall identify such unsigned Documents upon request.

1.2.2 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

1.2.3 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; ~~performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results.~~ In the event of inconsistencies within or between parts of the Contract Documents, or between the Contract Documents and the applicable standards, codes, and ordinances, the

Contractor shall (1) provide the better quality or greater quantity of Work, or (2) comply with the more stringent requirement, either or both in accordance with the Architect's interpretation. The terms and conditions of this Subparagraph 1.2.3, however, shall not relieve the Contractor of any of the obligations set forth in Paragraphs 3.2 and 3.7.

1.2.3.1 On the Drawings, given dimensions shall take precedence over scaled measurements, and large-scale drawings over small scale drawings.

1.2.3.2 Before ordering any materials or doing any Work, the Contractor and each Subcontractor shall verify measurements at the Project site and shall be responsible for the correctness of such measurements. No extra charges or compensation will be allowed on account of differences between actual dimensions and the dimensions indicated on the Drawings. Any difference that may be found shall be submitted to the Construction Manager and Architect for resolution before proceeding with the Work.

1.2.3.3 If a minor change in the Work is found necessary due to actual field conditions, the Contractor shall submit detailed drawings of such departure to the Construction Manager for approval by the Architect before making the change.

1.2.4 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

1.2.5 Unless otherwise stated in the Contract Documents, words which have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

1.3 OWNERSHIP AND USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

1.3.1 The Drawings, Specifications and other documents prepared by the Architect are instruments of the Architect's service through which the Work to be executed by the Contractor is described. The Contractor may retain one contract record set. Neither the Contractor nor any Subcontractor, Sub-subcontractor or material or equipment supplier shall own or claim a copyright in the Drawings, Specifications and other documents prepared by the Architect, and unless otherwise indicated the Architect shall be deemed the author of them and will retain all common law, statutory and other reserved rights, in addition to the copyright. All

copies of them, except the Contractor's record set, shall be returned or suitably accounted for to the Architect, on request, upon completion of the Work. The Drawings, Specifications and other documents prepared by the Architect, and copies thereof furnished to the Contractor, are for use solely with respect to this Project. They are not to be used by the Contractor or any Subcontractor, Sub-subcontractor or material or equipment supplier on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner and Architect. The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are granted a limited license to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Architect appropriate to and for use in the execution of their Work under the Contract Documents. All copies made under this license shall bear the statutory copyright notice, if any, shown on the Drawings, Specifications and other documents prepared by the Architect. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's copyright or other reserved rights.

1.4 CAPITALIZATION

1.4.1 Terms capitalized in these General Conditions include those which are (1) specifically defined, (2) the titles of numbered articles and identified references to Paragraphs, Subparagraphs and Clauses in the document or (3) the titles of other documents published by the American Institute of Architects.

1.5 INTERPRETATION

1.5.1 In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

ARTICLE 2 OWNER

2.1 DEFINITION

2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Owner" means the Owner or the Owner's authorized representative.

~~2.1.2 The Owner upon reasonable written request shall furnish to the Contractor in writing information which is necessary and relevant for the Contractor to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein at the time of execution of the Agreement and, within five days after any change, information of such change in title, recorded or~~

~~unrecorded.~~

2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

2.2.1 The Owner shall, at the request of the Contractor, prior to execution of the Agreement and promptly from time to time thereafter, furnish to the Contractor reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. ~~[Note: Unless such reasonable evidence were furnished on request prior to the execution of the Agreement, the prospective contractor would not be required to execute the Agreement or to commence the Work.]~~

2.2.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. Information will be furnished only to the extent it is readily available to the Owner.

2.2.3 Except as provided in Subparagraph 3.7.1, or elsewhere in the Construction Documents ~~for permits and fees which are the responsibility of the Contractor under the Contract Documents,~~ the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities. Unless otherwise provided under the Contract Documents, the Owner, through the Construction Manager, shall secure and pay for the building permit. Refer to Project Manual Section 00880 Regulatory Requirements and Section 00890 Permits which detail Contractor's obligations in relation to permits.

2.2.4 Information or services under the Owner's control shall be furnished by the Owner, upon request, with reasonable promptness to avoid delay in orderly progress of the Work.

2.2.5 Unless otherwise provided in the Contract Documents, the Contractor will be furnished, free of charge, such copies of Drawings and Project Manuals as are reasonably necessary for execution of the Work.

2.2.6 The Owner shall forward all communications to the Contractor through the Construction Manager and shall contemporaneously provide the same communications to the Architect.

2.2.7 The foregoing are in addition to other duties and responsibilities of the Owner enumerated herein and especially those in respect to Article 6 (Construction by Owner or by Other Contractors), Article 9 (Payments and Completion) and Article 11 (Insurance and Bonds).

the Contract Documents, at law, or in equity.

2.3 OWNER'S / CONSTRUCTION MANAGER'S RIGHT TO STOP THE WORK

2.3.1 If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents as required by Paragraph 12.2 or persistently fails to carry out Work in accordance with the Contract Documents, the Owner or Construction Manager, ~~by written order signed personally or by an agent specifically so empowered by the Owner in writing,~~ may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner or Construction Manager to stop the Work shall not give rise to a duty on the part of the Owner or the Construction Manager to exercise this right for the benefit of the Contractor or any other person or entity.

2.4 OWNER'S / CONSTRUCTION MANAGER'S RIGHT TO CARRY OUT THE WORK

2.4.1 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seventy-two (72) hour period (or such lesser period as determined by Owner or Construction Manager in its discretion when grounds exist to complete the neglected or defaulted Work in a shorter time period) ~~seven-day period~~ after receipt of written notice from the Owner or Construction Manager to commence and continue correction of such default or neglect with diligence and promptness, ~~the Owner may after such seven-day period give the Contractor a second written notice to correct such deficiencies within a second seven-day period. If the Contractor within such second seven-day period after receipt of such second notice fails to commence and continue to correct any deficiencies,~~ the Owner or Construction Manager may, without prejudice to other remedies the Owner or Construction Manager may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the cost of correcting such deficiencies, including compensation for the Construction Manager's and Architect's and their respective consultants' additional services and expenses made necessary by such default, neglect or failure. ~~Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect, after consultation with the Construction Manager. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner through the Construction Manager.~~

2.5 The rights of the Owner and Construction Manager stated in this Article 2 and elsewhere in the Contract Documents are cumulative and not in limitation of any rights of the Owner or Construction Manager granted in

ARTICLE 3 CONTRACTOR

3.1 DEFINITION

3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout this Agreement as if singular in number. The term "Contractor" means the Contractor or the Contractor's authorized representative.

3.1.2 The plural term "Contractors" refers to persons or entities who perform construction under Conditions of the Contract that are administered by the Construction Manager, and that are identical or substantially similar to these Conditions.

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

3.2.1 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner pursuant to Subparagraph 2.2.2 and shall at once report to the Construction Manager and Architect any errors, inconsistencies or omissions discovered. The Contractor shall not be liable to the Owner, Construction Manager or Architect for damage resulting from errors, inconsistencies or omissions in the Contract Documents unless the Contractor, any member of its organization, or any of its Subcontractors, recognized such error, inconsistency or omission and knowingly failed to report it to the Construction Manager and Architect before proceeding with the Work. If the Contractor performs any construction activity knowing it involves an recognized error, inconsistency or omission in the Contract Documents without such notice to the Construction Manager and Architect, the Contractor shall ~~assume appropriate responsibility for such performance and shall bear an appropriate amount of the attributable costs for correction.~~ correct such errors, inconsistencies, or omissions at no additional cost to the Owner.

3.2.2 The Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the Construction Manager and Architect at once. Refer to Project Manual Section 01530 - Field Engineering and Layout, which details Contractor's responsibilities for field layout and verification.

3.2.3 The Contractor shall perform the Work in accordance with the Contract Documents and submittals approved pursuant to Paragraph 3.12.

3.2.4 Except as to any reported errors, inconsistencies, or omissions, and to concealed or unknown conditions defined in Subparagraph 4.7.6, by executing the Agreement, the Contractor represents the following:

3.2.4.1 The Contract Documents are sufficiently complete and detailed for the Contractor to: (1) perform the Work required to produce the results intended by the Contract Documents; and (2) comply with all the requirements of the Contract Documents.

3.2.4.2 The Work required by the Contract Documents, including, without limitation, all construction details, construction means, methods, procedures, and techniques necessary to perform the Work, use of materials, selection of equipment, and requirements of product manufacturers are consistent with: (1) good and sound practices within the construction industry; (2) generally prevailing and accepted industry standards applicable to the Work; and (3) requirements of any warranties applicable to the Work.

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under this Contract, subject to overall coordination of the Construction Manager as provided in Subparagraphs 4.6.3 and 4.6.4. The Contractor shall ensure that product suppliers, Subcontractors, and their agents and employees, perform their Work in accordance with the Contract Documents and that all products are ordered and delivered in strict accordance with the schedule. The Contractor shall coordinate its Work with that of all persons or entities on the Project site. The Contractor shall be responsible for the space requirements, locations, and routing of its equipment. In areas and locations where the proper and most effective space requirements, locations, and routing cannot be made as indicated, the Contractor shall meet with all others involved, before installation, to plan the most effective and efficient method of overall installation. A general example is equipment above corridor ceilings where ductwork, piping, conduit, lights, etc. will be installed. A thorough coordinated plan shall be used to install the equipment, to furnish proper clearances, radii of turns, locations, pipe slopes, supporting appurtenances, and access where required. Refer to Project Manual 001530 - Field Engineering and Layout.

3.3.2 The Contractor shall be fully responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors, Suppliers and their agents and employees, and any entity or other persons performing portions of the Work at any tier, directly or indirectly, under a contract with the Contractor. The Contractor shall coordinate the Work of its Subcontractors engaged in construction at the Project. Whenever interference might occur, before any Work is done at the places in question, Contractor shall consult with others and shall come to agreement with them as to the exact location and level of piping, conduits, ducts and/or other Work which might cause interference. Refer to Project Manual 001530 - Field Engineering and Layout.

3.3.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Construction Manager or Architect in their administration of the Contract, or by tests, inspections or approvals required or performed by persons other than the Contractor.

3.3.4 The Contractor shall inspect portions of the Project related to the Contractor's Work in order to determine that such portions are in proper condition to receive subsequent Work.

3.3.5 The Contractor shall be responsible for its own, its employees' and its Subcontractors' workmanship and quality of materials and every part thereof or in connection therewith against risk of any and every kind (except those covered by a Builder's Risk Policy applicable to the Project) until the final acceptance of the Work by Owner.

3.3.6 Within fifteen (15) days of award of contract, each awarded Contractor shall assemble all necessary information and data concerning its supervision and construction procedures, as identified in Project Manual Section 00200 - Instructions to Bidders. Contractor shall submit updated information from the post-bid meetings as well as the following:

3.3.6.1 A schedule of values in the format and detail as the Construction Manager may require.

3.3.6.2 Contractor's Project Safety Program.

3.3.6.3 A complete list of all items, products and layouts for which shop drawings, brochures or samples are required; a list of each Subcontractor or supplier; the date of planned submission and time period for fabrication and delivery to the jobsite after approval of the submission. The foregoing items will be provided on forms furnished by the Construction Manager. The Contractor shall thoroughly review the

Project Manual and adhere to any additional instructions with regard to Submittals.

3.4 LABOR AND MATERIALS

3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

3.4.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

3.4.3 If any person employed by or under the Contractor is found in the judgment of the Construction Manager or Owner to be incompetent, disorderly, unfaithful, disobedient so far as to endanger proper fulfillment of the Contract or otherwise objectionable, such person shall, if directed by the Construction Manager, be discharged immediately and not employed again on any part of the Work without any liability to Owner or Construction Manager for such discharge.

3.5 WARRANTY

3.5.1 The Contractor warrants to the Owner, Construction Manager and Architect that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, ~~may~~ shall be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. If required by the Construction Manager or Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty is not limited by the provisions of Paragraph 12.2.

3.5.2 ALL WRITTEN WARRANTIES REQUIRED BY THE CONTRACT DOCUMENTS SHALL INCLUDE LABOR AND MATERIALS AND SHALL BE SIGNED BY THE MANUFACTURER OR SUBCONTRACTOR RESPECTIVELY, AND COUNTERSIGNED BY THE CONTRACTOR. ALL WARRANTIES SHALL BE ADDRESSED TO THE OWNER AND DELIVERED TO

THE ARCHITECT THROUGH THE CONSTRUCTION MANAGER UPON COMPLETION OF THE PROJECT AND BEFORE OR WITH THE SUBMISSION OF REQUEST FOR FINAL PAYMENT.

3.5.3 The Contractor agrees to assign to the Owner at the time of final completion of the Work any and all manufacturer's warranties relating to materials and labor used in the Work and further agrees to perform the Work in such manner so as to preserve any and all such manufacturer's warranties.

3.6 TAXES

3.6.1 The Contractor shall pay sales, consumer, use and similar taxes for the Work or portions thereof provided by the Contractor which are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

3.7 PERMITS, FEES AND NOTICES

~~3.7.1 Unless otherwise provided in the Contract Documents, the Owner shall secure and pay for the building permit and the Contractor shall secure and pay for all other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work which are customarily secured after execution of the Contract and which are legally required when bids are received or negotiations concluded. Refer to Project Manual Section 00880-Regulatory Requirements and Project Manual Section 00890-Permits for a description of Contractor's obligations in relation to Permits.~~

3.7.2 The Contractor shall comply with and give notices required by laws, ordinances, rules and regulations and lawful orders, and all other requirements of public authorities bearing on performance of the Work. The Contractor shall procure and obtain all bonds required of the Owner or the Contractor by the municipality in which the Project is located or by any other public or private body with jurisdiction over the Project. In connection with such bonds, the Contractor shall prepare all applications, supply all necessary backup material, and furnish the surety with any required personal undertakings. The Contractor shall also obtain and pay all charges for all approvals for street closing, parking meter removal, and other similar matters as may be necessary or appropriate from time to time for the performance of the Work.

3.7.3 It is not the Contractor's responsibility to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations. However, if the Contractor observes that portions of the Contract Documents are at variance therewith, the Contractor shall promptly notify the Construction Manager,

Architect and Owner in writing, and necessary changes shall be accomplished by appropriate Modification.

3.7.4 If the Contractor performs Work knowing it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations ~~without such notice to the Construction Manager, Architect and Owner~~, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs.

3.8 ALLOWANCES

3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities against which the Contractor makes reasonable objection.

3.8.2 Unless otherwise provided in the Contract Documents:

- .1 materials and equipment under an allowance shall be selected promptly by the Owner to avoid delay in the Work;
- .2 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .3 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum and not in the allowances;
- .4 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. ~~The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Clause 3.8.2.2 and (2) changes in Contractor's costs under Clause 3.8.2.3.~~

3.9 SUPERINTENDENT

3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case. The Contractor's superintendent and assistants shall be satisfactory to the Construction Manager and the Owner. The Contractor's superintendent shall not be replaced except with the prior consent of the Construction Manager and Owner, unless the superintendent ceases to be in the Contractor's

employ. The Contractor shall maintain order and discipline among all workers involved in the Project at all times. The superintendent shall be present at the Project site at all times when Work is performed by the Contractor or its Subcontractors.

3.10 CONTRACTOR'S CONSTRUCTION SCHEDULE

3.10.1 The Contractor, promptly, and within the time set forth in Project Manual Section 00230 - Schedule and Phasing, after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information and the Construction Manager's approval a Contractor's Construction Schedule for the Work. Such schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project construction schedule to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work. Refer to Project Manual Section 00230 - Schedule and Phasing.

3.10.2 The Contractor shall cooperate with the Construction Manager in scheduling and performing the Contractor's Work to avoid conflict, delay in or interference with the Work of other Contractors or the construction or operations of the Owner's own forces. Refer to Project Manual Section 00230 - Schedule and Phasing.

3.10.3 The Contractor shall prepare and keep current, for the Construction Manager's and Architect's approval, a schedule of submittals which is coordinated with the Contractor's Construction Schedule and allows the Construction Manager and Architect reasonable time to review submittals. Refer to Project Manual 01330 - Submittals.

3.10.4 The Contractor shall conform to the most recent schedules.

3.10.5 In the event the Construction Manager or Owner determines that the performance of the Work, as of a Milestone Date, has not progressed or reached the level of completion required by the Contract Documents, the Construction Manager shall have the right to order the Contractor to take corrective measures necessary to expedite the progress of construction, including, without limitation, (1) working additional shifts or overtime; (2) supplying additional manpower, equipment, and facilities; and (3) other similar measures (referred to collectively as "Extraordinary Measures"). Such Extraordinary Measures shall continue until the progress of the Work complies with the stage of completion required by the Contract Documents. The Construction Manager or Owner's right to require Extraordinary Measures is solely for the purpose of ensuring the Contractor's compliance

with the schedule. Failure to order Extraordinary Measures shall not excuse late completion.

3.10.5.1 The Contractor shall not be entitled to an adjustment in the Contract Sum in connection with Extraordinary Measures required by the Construction Manager or Owner under or pursuant to this Subparagraph 3.10.5.

3.10.5.2 The Construction Manager or Owner may exercise the rights furnished the Owner under or pursuant to this Subparagraph 3.10.5 as frequently as the Construction Manager or Owner deems necessary to ensure that the Contractor's performance of the Work will comply with any Milestone Date or completion date set forth in the Contract Documents.

3.10.6 The Construction Manager or Owner shall have the right to direct a postponement or rescheduling of any date or time for the performance of any part of the Work that may interfere with the operations of other contractors or of the Owner's premises or any of the Owner's tenants or invitees. The Contractor shall, upon the Construction Manager's or Owner's request, schedule any portion of the Work affecting other contractors or other operation of the premises during hours when the premises are not in operation. Any postponement, rescheduling, or performance of the Work under this Subparagraph 3.10.6 may be grounds for an extension of the Contract Time, if permitted under Paragraph 8.3, and an equitable adjustment in the Contract Sum if (1) the performance of the Work was properly scheduled by the Contractor in compliance with the requirements of the Contract Documents, and (2) such rescheduling or postponement is required for the convenience of the Owner.

3.11 DOCUMENTS AND SAMPLES AT THE SITE

3.11.1 The Contractor shall maintain at the site for the Owner one record copy of the Drawings, Specifications, addenda, Change Orders and other Modifications, in good order and marked currently to record changes and selections made during construction, and in addition approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Construction Manager and Architect and shall be delivered to the Construction Manager for submittal to the Owner upon completion of the Work. The Contractor shall advise the Construction Manager on a current basis of all changes in the Work made during construction. Refer to Project Manual Section 01320 - Communications, Section 01700 - Contract Close Out, and Section 01720 - Project Record Documents.

3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

3.12.3 Samples are physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required the way the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents. Review by the Architect is subject to the limitations of Subparagraph 4.6.12.

3.12.5 Within seven (7) days after award of Contract, the Contractor shall submit to Construction Manager a submittal register as set forth in Project Manual Section 01330 - Submittals. The Contractor shall review, approve and submit to the Construction Manager, in accordance with the schedule and sequence approved by the Construction Manager, and in a manner calculated to cause no delay in Contractor's Work or the Work of Owner or other Contractor. Shop Drawings, Product Data, Samples, brochures and similar submittals required by the Contract Documents. The Contractor shall cooperate with the Construction Manager in the coordination of the Contractor's Shop Drawings, Product Data, Samples and similar submittals with related documents submitted by other Contractors. Submittals made by the Contractor which are not required by the Contract Documents may be returned without action.

3.12.6 The Contractor shall perform no portion of the Work requiring submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Construction Manager and Architect. Such Work shall be in accordance with approved submittals.

3.12.7 By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

3.12.8 The Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents

by the Construction Manager's and Architect's review or approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Construction Manager and Architect in writing of such deviation at the time of submittal and the Construction Manager and Architect have given written approval to the specific deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Construction Manager's and Architect's approval thereof.

3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Construction Manager and Architect on previous submittals.

3.12.10 Informational submittals upon which the Construction Manager and Architect are not expected to take responsive action may be so identified in the Contract Documents.

3.12.11 When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, the Construction Manager and Architect shall be entitled to rely upon the accuracy and completeness of such calculations and certifications. Refer to Project Manual Section 01330 - Submittals and Architect's technical specifications for specific instructions regarding Contractor's submittal requirements.

3.13 USE OF SITE

3.13.1 The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

3.13.2 The Contractor shall coordinate the Contractor's operations with, and secure the approval of, the Construction Manager before using any portion of the site.

3.13.3 Only materials and equipment that are to be used directly in the Work shall be brought and stored on the Project Site by the Contractor. After equipment is no longer required for the Work, it shall be promptly removed from the Project site. Protection of construction materials and equipment stored at the Project site from weather, theft, damage, and all other adversity is solely the Contractor's responsibility.

3.13.4 The Contractor and any entity the Contractor is responsible for shall not erect any sign on the Project site without the Owner's prior written consent, which may be withheld in the Owner's sole discretion.

3.13.5 The Contractor shall ensure that the Work, at all times, is performed in a manner that affords reasonable access, both vehicular and pedestrian, to the site of the Work and all adjacent areas. The Work shall be performed, to the fullest extent possible, in such a manner that public areas adjacent to the site of the Work shall be free from all debris, building materials, and equipment. Without limitation of any other provision of the Contract Documents, the Contractor shall minimize any interference with the occupancy or beneficial use of any areas in buildings adjacent to the site of the Work or the premises in the event of partial occupancy, as more specifically described in Paragraph 9.9.

3.13.6 The Contractor shall not permit any workers to use any existing facilities at the Project site, including, without limitation, lavatories, toilets, entrances, and parking areas other than those designated by the Owner. Without limitation of any other provision of the Contract Documents, the Contractor shall use its best efforts to comply with all rules and regulations promulgated by the Owner in connection with the use and occupancy of the Project site, as amended from time to time. The Contractor shall immediately notify the Construction Manager and Owner in writing if during the performance of the Work the Contractor finds compliance with any portion of such rules and regulations to be impracticable. The Contractor's notice shall set forth the specific issues with such compliance and suggest alternatives under which the same results intended by the rules and regulations may be achieved. The Owner may in such a circumstance, in the Owner's sole discretion, adopt such suggestions, develop new alternatives or require compliance with the existing requirements of the rules and regulations. The Contractor shall also comply with all insurance requirements and collective bargaining agreements applicable to use and occupancy of the Project site. Refer to Project Manual Section 01140 - Use of Premises for a complete description of Contractor's obligations regarding use of the site.

3.14 CUTTING AND PATCHING

3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner's own forces or of other Contractors by cutting, patching, excavating or otherwise altering such construction. The Contractor shall not cut or otherwise alter such construction by other Contractors or by the Owner's own forces except with written consent of the Construction Manager, Owner and such other Contractors; such consent shall not be unreasonably withheld. The Contractor shall not

unreasonably withhold from the other Contractors or the Owner the Contractor's consent to cutting or otherwise altering the Work.

3.14.3 See technical specifications for further requirements.

13.5 CLEANING UP

13.5.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials.

3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Construction Manager may do so with the Owner's approval and the cost thereof shall be charged to the Contractor. Refer to Project Manual Section 01550 - Cleaning Up and Final Cleaning.

3.16 ACCESS TO WORK

3.16.1 The Contractor shall provide the Owner, Construction Manager and Architect access to the Work in preparation and progress wherever located.

3.17 ROYALTIES AND PATENTS

3.17.1 The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of patent rights and shall hold the Owner, Construction Manager and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect and Construction Manager.

3.18 INDEMNIFICATION

~~3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Construction Manager, Architect, Construction Manager's and Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for~~

~~whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph 3.18.~~

To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the Owner, Architect and Construction Manager, and their respective agents, representatives, employees, officers, affiliates, and successors (collectively, "Indemnitees") from and against any and all claims, demands, liabilities, causes of action, costs, and expenses, including reasonable attorney fees and litigation expenses (collectively "Indemnification Claims"), involving:

- (a) personal injury or death of any person;
- (b) property damage (including loss of use);
- (c) the breach of any provision in the Owner-Contractor Agreement;
- (d) money claims by subcontractors, suppliers or any entity involved in the Work at any tier;
- (e) any contractual duty of an Indemnitee to indemnify another person; or
- (f) the enforcement by an Indemnitee of its rights under this provision;

but only if such Indemnification Claims arise from or relate directly or indirectly to the Work under the Contract by, or the acts or omissions of: (i) the Contractor; (ii) its subcontractors, vendors or suppliers at any tier, or (iii) any persons for whom any of them are responsible, including their employees, agents, officers, or representatives. In any event, the obligations contained in Subparagraph 3.18.1 shall not apply to an Indemnification Claim resulting from the sole negligence of an Indemnitee.

3.18.2 In claims against any person or entity indemnified under this Paragraph 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph 3.18 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

3.18.3 The obligations of the Contractor under this Paragraph 3.18 shall not extend to the liability of the Construction Manager, Architect, their its consultants, and agents and employees of any of them arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the Construction Manager, Architect, their consultants, and agents

and employees of any of them provided such giving or failure to give is the primary cause of the injury or damage.

3.18.4 In the event that any claim is made or asserted, or lawsuit filed for damages or injury arising out of or resulting from the performance of the Work, whether or not the Owner or Construction Manager is named as a party, the Contractor shall immediately advise the Owner and Construction Manager, in writing, of such claim or lawsuit, and shall provide a full and complete copy of any documents or pleadings relating thereto, as well as a full and accurate report of the facts involved.

3.18.5 An Indemnitee, at its option, may select counsel to defend any claim, cause of action or lawsuit brought against it without impairing any obligation of Contractor to provide indemnification.

ARTICLE 4 ADMINISTRATION OF THE CONTRACT

4.1 ARCHITECT

4.1.1 The Architect is the person lawfully licensed to practice architecture or an entity lawfully practicing architecture identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Architect" means the Architect or the Architect's authorized representative.

4.2 CONSTRUCTION MANAGER

4.2.1 The Construction Manager is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Construction Manager" means the Construction Manager or the Construction Manager's authorized representative.

4.2.1.1 The Construction Manager shall act as the Owner's agent for purposes of administering and enforcing the Contract.

4.3 Duties, responsibilities and limitations of authority of the Construction Manager and Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Construction Manager, Architect and Contractor. Consent shall not be unreasonably withheld.

4.4 In case of termination of employment of the Construction Manager or Architect, the Owner shall appoint a construction manager or architect against whom the Contractor makes no reasonable objection and whose status under the Contract Documents shall be that of the former construction manager or architect, respectively.

4.5 Disputes arising under Paragraphs 4.3 and 4.4 shall be subject to arbitration.

4.6 ADMINISTRATION OF THE CONTRACT

4.6.1 The Construction Manager and Architect will provide administration of the Contract as described in the Contract Documents, and will be the Owner's representatives (1) during construction, (2) until final payment is due and (3) with the Owner's concurrence, from time to time during the correction period described in Paragraph 12.2. All instructions to the Contractor shall be forwarded through the Construction Manager. The Construction Manager and Architect will advise and consult with the Owner and will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified by written instrument in accordance with other provisions of the Contract.

4.6.2 The Construction Manager will determine in general that the Work is being performed in accordance with the requirements of the Contract Documents, will keep the Owner informed of the progress of the Work, and will endeavor to guard the Owner against defects and deficiencies in the Work.

4.6.3 The Construction Manager will provide for coordination of the activities of other Contractors and of the Owner's own forces with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other Contractors and the Construction Manager and Owner in reviewing their construction schedules when directed to do so. The Contractor shall make any revisions to the construction schedule as set forth in Paragraph 3.10 deemed necessary after a joint review and mutual agreement. The construction schedules shall constitute the schedules to be used by the Contractor, other Contractors, the Construction Manager and the Owner until subsequently revised.

4.6.4 The Construction Manager will schedule and coordinate the activities of the Contractors in accordance with the latest approved Project construction schedule.

4.6.5 The Architect will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the completed Work and to determine in general if the Work is being performed in a manner indicating that the Work, when completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check quality or quantity of the Work. On the basis of on-site observations as an architect, the Architect will keep the Owner informed of progress of the Work, and will endeavor to guard the Owner against defects and deficiencies in the Work.

4.6.6 The Construction Manager, ~~except to the extent required by Subparagraph 4.6.4,~~ and Architect will not have control over or charge of and will not be responsible for construction means, methods, techniques, sequences or

procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility as provided in Paragraph 3.3, and neither will be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. Neither the Construction Manager nor the Architect will have control over or charge of or be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

4.6.6.1 The Architect, the Owner and the Construction Manager shall at all times have access to the Work wherever it is in preparation and progress. The Contractor shall provide facilities for such access so that the Architect and the Construction Manager may perform their functions under the Contract Documents.

4.6.7 Communications Facilitating Contract Administration. Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall communicate through the Construction Manager, and shall contemporaneously provide the same communications to the Architect. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with other Contractors shall be through the Construction Manager and shall be contemporaneously provided to the Architect.

4.6.8 The Construction Manager will review and certify all Applications for Payment by the Contractor, including final payment. The Construction Manager will assemble each of the Contractor's Applications for Payment with similar Applications from other Contractors into a Project Application and Project Certificate for Payment. After reviewing and certifying the amounts due the Contractors, the Construction Manager will submit the Project Application and Project Certificate for Payment, along with the applicable Contractors' Applications and Certificates for Payment, to the Architect.

4.6.9 Based on the Architect's observations and evaluations of Contractors' Applications for Payment, and the certifications of the Construction Manager, the Architect will review and certify the amounts due the Contractors and will issue a Project Certificate for Payment.

4.6.10 The Architect will have authority to reject Work which does not conform to the Contract Documents, and to require additional inspection or testing, in accordance with Subparagraphs 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed, but will take such action only after notifying the Construction Manager. Subject to review by the Architect, the Construction Manager will have the authority to reject Work which does not conform to the Contract Documents. Whenever the Construction Manager considers it necessary or advisable for implementation of the intent of the Contract Documents, the Construction Manager

will have authority to require additional inspection or testing of the Work in accordance with Subparagraphs 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. The foregoing authority of the Construction Manager will be subject to the provisions of Subparagraphs 4.6.18 through 4.6.20 inclusive, with respect to interpretations and decisions of the Architect. However, neither the Architect's nor the Construction Manager's authority to act under this Subparagraph 4.6.10 nor a decision made by either of them in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect or the Construction Manager to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons performing any of the Work.

4.6.11 The Construction Manager will receive from the Contractor and review and approve all Shop Drawings, Product Data and Samples, coordinate them with information contained in related documents received from other Contractors, and transmit to the Architect those recommended for approval. The Construction Manager's actions will be taken with such reasonable promptness as to cause no delay in the Work of the Contractor or in the activities of other Contractors, the Owner, or the Architect.

4.6.12 The Architect will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken with such reasonable promptness as to cause no delay in the Work of the Contractor or in the activities of the other Contractors, the Owner, or the Construction Manager, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Paragraphs 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

4.6.13 The Construction Manager will prepare Change Orders and Notices to Proceed ~~Construction Change Directives~~.

4.6.14 Following consultation with the Construction Manager, the Architect will take appropriate action on Change Orders or Notice to Proceed ~~Construction Change Directives~~ in accordance with Article 7 and will have authority to order minor changes in the Work as provided in Paragraph 7.4.

4.6.15 The Construction Manager will maintain at the site for the Owner one record copy of all Contracts, Drawings, Specifications, addenda, Change Orders and other Modifications, in good order and marked currently to record all changes and selections made during construction, and in addition approved Shop Drawings, Product Data, Samples and similar required submittals. These will be available to the Architect and the Contractor, and will be delivered to the Owner upon completion of the Project.

4.6.16 The Construction Manager will assist the Architect in conducting inspections to determine the dates of Substantial Completion and final completion, and will receive and forward to the Architect written warranties and related documents required by the Contract and assembled by the Contractor. The Construction Manager will forward to the Architect a final Project Application and Project Certificate for Payment upon compliance with the requirements of the Contract Documents.

4.6.17 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

4.6.18 The Architect will interpret and decide matters concerning performance under and requirements of the Contract Documents on written request of the Construction Manager, Owner or Contractor. Any such requests by the Contractor shall be submitted through the Construction Manager. The Architect's response to such requests will be made with reasonable promptness and within any time limits agreed upon. If no agreement is made concerning the time within which interpretations required of the Architect shall be furnished in compliance with this Paragraph 4.6, then delay shall not be recognized on account of failure by the Architect to furnish such interpretations until 15 days after written request is made for them.

4.6.19 Interpretations and decisions of the Architect will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions so rendered in good faith.

4.6.20 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

4.7 CLAIMS AND DISPUTES

4.7.1 Definition. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or

interpretation of Contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. Claims must be made by written notice. The responsibility to substantiate Claims shall rest with the party making the Claim.

4.7.2 Decision of Architect. Claims, including those alleging an error or omission by the Construction Manager or Architect, shall be referred initially to the Architect through the Construction Manager for action as provided in Paragraph 4.8. A decision by the Architect, after consultation with the Construction Manager, as provided in Subparagraph 4.8.4, shall be required as a condition precedent to arbitration or litigation of a Claim between the Contractor and Owner as to all such matters arising prior to the date final payment is due, regardless of (1) whether such matters relate to execution and progress of the Work or (2) the extent to which the Work has been completed. The decision by the Architect in response to a Claim shall not be a condition precedent to arbitration or litigation in the event (1) the position of Architect is vacant, (2) the Architect has not received evidence or has failed to render a decision within agreed time limits, (3) the Architect has failed to take action required under Subparagraph 4.8.4 within 30 days after the Claim is made, (4) 45 days have passed after the Claim has been referred to the Architect or (5) the Claim relates to a mechanic's lien.

4.7.3 Time Limits on Claims. Claims by either party ~~Contractor~~ must be made within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the ~~claimant~~ Contractor first recognizes the condition giving rise to the Claim, whichever is later, provided, however, that the Contractor shall use its best efforts to furnish the Construction Manager, Architect, and the Owner, as expeditiously as possible, with notice of any Claim, including, without limitation, those in connection with concealed or unknown conditions, as soon as such Claim is recognized. Contractor shall cooperate with the Construction Manager, Architect, and the Owner in any effort to mitigate the alleged or potential damages, delay, or other adverse consequences arising out of the condition that is the cause of the Claim. Claims must be made by written notice. An additional Claim made after the initial Claim has been implemented by Change Order will not be considered unless submitted in a timely manner.

4.7.4 Continuing Contract Performance. Pending final resolution of a Claim including arbitration, unless otherwise agreed in writing the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

4.7.5 Waiver of Claims: Final Payment. The making of final payment shall constitute a waiver of Claims by the Owner except those arising from:

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents; or
- .3 ~~terms of special~~ warranties required by the Contract Documents.

4.7.6 Claims for Concealed or Unknown Conditions.

If conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then notice by the observing party shall be given to the other party promptly before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect and Construction Manager will promptly investigate such conditions and, if they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines after consultation with the Construction Manager that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall so notify the Owner and Contractor through the Construction Manager in writing, stating the reasons. Claims by either party in opposition to such determination must be made within 21 days after the Architect has given notice of the decision. If the Owner and Contractor cannot agree on an adjustment in the Contract Sum or Contract Time, the adjustment shall be referred to the Architect for initial determination, subject to further proceedings pursuant to Paragraph 4.8. No adjustment in the Contract Time or Contract Sum shall be permitted, however, in connection with a concealed or unknown condition that does not differ materially from those conditions disclosed or that reasonably should have been disclosed by the Contractor's prior inspections, tests, reviews, and preconstruction services for the Project, or inspections, tests, reviews, and preconstruction services that the Contractor had the opportunity to make or should have performed in connection with the Project in the exercise of the care and skill required of the Contractor by the Contract Documents.

4.7.7 Claims for Additional Cost. If the Contractor wishes to make Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Paragraph 10.3. If the Contractor believes

additional cost is involved for reasons including but not limited to (1) a written interpretation from the Architect, (2) an order by the Owner to stop the Work where the Contractor was not at fault, (3) a written order for a minor change in the Work issued by the Architect, (4) failure of payment by the Owner, (5) termination of the Contract by the Owner, (6) Owner's suspension or (7) other reasonable grounds, Claim shall be filed in accordance with the procedure established herein.

4.7.8 Claims for Additional Time.

4.7.8.1 If the Contractor wishes to make Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay only one Claim is necessary.

4.7.8.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that weather conditions had an adverse effect on the scheduled construction.

4.7.9 Injury or Damage to Person or Property. If either party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, of any of the other party's employees or agents, or of others for whose acts such party is legally liable, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after first observance. The notice shall provide sufficient detail to enable the other party to investigate the matter. If a Claim for additional cost or time related to this Claim is to be asserted, it shall be filed as provided in Subparagraphs 4.7.7 or 4.7.8.

4.8 RESOLUTION OF CLAIMS AND DISPUTES

4.8.1 The Architect will review with the Construction Manager Claims and take one or more of the following preliminary actions within ten days of its receipt of a Claim: (1) request additional supporting data from the claimant, (2) submit a schedule to the parties indicating when the Architect expects to take action, (3) reject the Claim in whole or in part, stating reasons for rejection, (4) recommend approval of the Claim by the other party or (5) suggest a compromise. The Architect may also, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim.

4.8.2 If a Claim has been resolved, the Architect will prepare or obtain appropriate documentation.

4.8.3 If a Claim has not been resolved, the party making the Claim shall, within ten days after the Architect's preliminary response, take one or more of the following actions: (1) submit additional supporting data requested by the Architect, (2) modify the initial Claim or (3) notify the Architect that the initial Claim stands.

4.8.4 If a Claim has not been resolved after consideration of the foregoing and of further evidence presented by the parties or requested by the Architect, the Architect will notify the parties in writing that the Architect's decision will be made within seven days, which decision shall be final and binding on the parties but subject to arbitration. Upon expiration of such time period, the Architect will render to the parties the Architect's written decision relative to the Claim, including any change in the Contract Sum or Contract Time or both. If there is a surety and there appears to be a possibility of a Contractor's default, the Architect Construction Manager may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

4.9 ARBITRATION

4.9.1 Controversies and Claims Subject to Arbitration. Unless otherwise provided in the Agreement between Owner and Contractor or in the Supplementary Conditions, Any controversy or Claim arising out of or related to the Contract, or the breach thereof, shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator or arbitrators may be entered in any court having jurisdiction thereof, except controversies or Claims relating to aesthetic effect and except those waived as provided for in Subparagraph 4.7.5. Such controversies or Claims upon which the Architect has given notice and rendered a decision as provided in Subparagraph 4.8.4 shall be subject to arbitration upon written demand of either party. Arbitration may be commenced when 45 days have passed after a Claim has been referred to the Architect as provided in Paragraph 4.7 and no decision has been rendered.

4.9.2 Rules and Notices for Arbitration. Claims between the Owner and Contractor not resolved under Paragraph 4.8 shall, if subject to arbitration under Subparagraph 4.9.1, be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect, unless the parties mutually agree otherwise. Notice of demand for arbitration shall be filed in writing with the other party to the Agreement between the Owner and Contractor and with the American Arbitration Association, and copies shall be filed with the Construction Manager and Architect.

4.9.3 Contract Performance During Arbitration. During arbitration proceedings, the Owner and Contractor shall comply with Subparagraph 4.7.4.

4.9.4 When Arbitration May Be Demanded. Demand for arbitration of any Claim may not be made until the earlier of (1) the date on which the Architect has rendered a final written decision on the Claim, (2) the tenth day after the parties have presented evidence to the Architect or have been given reasonable opportunity to do so, if the Architect has not rendered a final written decision by that date, or (3) any of the five events described in Subparagraph 4.7.2.

4.9.4.1 When a written decision of the Architect states that (1) the decision is final but subject to arbitration and (2) a demand for arbitration of a Claim covered by such decision must be made within 30 days after the date on which the party making the demand receives the final written decision, then failure to demand arbitration within said 30 days' period shall result in the Architect's decision becoming final and binding upon the Owner and Contractor. If the Architect renders a decision after arbitration proceedings have been initiated, such decision may be entered as evidence, but shall not supersede arbitration proceedings unless the decision is acceptable to all parties concerned.

4.9.4.2 A demand for arbitration shall be made within the time limits specified in Subparagraphs 4.9.1 and 4.9.4 and Clause 4.9.4.1 as applicable, and in other cases within a reasonable time after the Claim has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitations as determined pursuant to Paragraph 13.7.

4.9.5 Limitation on Consolidation or Joinder. No arbitration arising out of or relating to the Contract Documents shall include, by consolidation or joinder or in any other manner, the Construction Manager, the Architect, or the Construction Manager's or Architect's employees or consultants, except by written consent containing specific reference to the Agreement and signed by the Construction Manager, Architect, Owner, Contractor and any other person or entity sought to be joined. No arbitration shall include, by consolidation or joinder or in any other manner, parties other than the Owner, Contractor, other Contractors as described in Article 6 and other persons substantially involved in a common question of fact or law whose presence is required if complete relief is to be accorded in arbitration. No persons or entities other than the Owner, Contractor or other Contractors as defined in Subparagraph 3.1.2 shall be included as an original third party or additional third party to an arbitration whose interest or responsibility is insubstantial. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a dispute not described therein or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

4.9.6 Claims and Timely Assertion of Claims. A party who files a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded. When a party fails to include a Claim through oversight, inadvertence or excusable neglect, or when a Claim has matured or been acquired subsequently, the arbitrator or arbitrators may permit amendment.

4.9.7 Judgment on Final Award. The award rendered by the arbitrator or arbitrators shall be final, and judgment may

be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

ARTICLE 5 SUBCONTRACTORS

5.1 DEFINITIONS

5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include other Contractors or subcontractors of other Contractors.

5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

5.2.1 Within seven (7) days after award of the Contract, the Contractor shall submit in writing to the Construction Manager, for review by the Owner, Architect and Construction Manager, (1) the name, trade, and subcontract amount for each Subcontractor and (2) the names of all persons or entities proposed as manufacturers of the products identified in the Specifications (including those who are to furnish materials or equipment fabricated to a special design) and, where applicable, the name of the installing Subcontractor. Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Construction Manager for review by the Owner, Construction Manager and Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Construction Manager will promptly reply to the Contractor in writing stating whether or not the Owner, Construction Manager or Architect, after due investigation, has reasonable objection to any such proposed person or entity. Failure of the Construction Manager to reply promptly shall constitute notice of no reasonable objection.

5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner, Construction Manager or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

5.2.3 If the Owner, Construction Manager or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner, Construction Manager or Architect has no reasonable objection. ~~The Contract Sum shall be increased or decreased by the difference in cost occasioned by such change and an appropriate Change Order shall be issued. The Contract Sum shall be amended by either of the following at the Owner's sole discretion: (1) the difference between the subcontract amount proposed by the person or entity recommended by the Contractor and the subcontract amount proposed by the person or entity accepted or designated by the Owner and the Construction Manager; or (2) the amount by which the subcontract amount proposed by the person or entity accepted or designated by the Owner and Construction Manager exceeds the amount set forth in the Schedule of Values that is applicable to the Work covered by such subcontract.~~ However, no increase in the Contract Sum shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

5.2.4 The Contractor shall not change a Subcontractor, person or entity previously selected if the Owner, Construction Manager or Architect makes reasonable objection to such change.

5.3 SUBCONTRACTUAL RELATIONS

5.3.1 By appropriate written agreement, ~~written where legally required for validity~~, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by these Documents, assumes toward the Owner, Construction Manager and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner, Construction Manager and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement which may be at variance with the Contract Documents. Subcontractors shall similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

5.3.2 All subcontracts shall be in writing and shall specifically provide that the Owner is an intended third-party beneficiary of such subcontracts.

5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner provided that:

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Paragraph 14.2 and only for those subcontract agreements which the Owner accepts by notifying the Subcontractor in writing; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

5.4.2 If the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted. If the Work in connection with a subcontract has been suspended for more than thirty (30) days after termination of the Contract by the Owner pursuant to Paragraph 14.2 or Paragraph 14.4 and the Owner accepts assignment of such subcontract, the Subcontractor's compensation shall be equitably adjusted for any increase in direct costs necessarily incurred by such subcontractor as a result of the suspension. In no event will such an adjustment include extended home office overhead or lost profit.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY OTHER CONTRACTORS

6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION WITH OWN FORCES AND TO AWARD OTHER CONTRACTS

6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, which may include persons or entities under separate contracts not administered by the Construction Manager. The Owner further reserves the right to award other contracts in connection with other portions of the Project or other construction or operations on the site ~~under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation.~~ If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided elsewhere in the Contract Documents.

6.1.2 When the Owner performs construction or operations with the Owner's own forces including persons or entities under separate contracts not administered by the Construction Manager, the Owner or the Construction Manager shall

provide for coordination of such forces with the Work of the Contractor, who shall cooperate with them.

6.1.3 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be ~~subject to the same obligations and to have the same rights which apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in this Article 6 and in Articles 3, 10, 11 and 12, as amended.~~

6.2 MUTUAL RESPONSIBILITY

6.2.1 The Contractor shall afford the Owner's own forces, Construction Manager and other Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner's own forces or other Contractors, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Construction Manager and Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's own forces or other Contractors' completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

6.2.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the party responsible therefor.

6.2.4 The Contractor shall promptly remedy damage wrongfully caused by the Contractor to completed construction or partially completed construction or to property of the Owner or other Contractors as provided in Subparagraph 10.2.5. Should a claim be made that the Contractor wrongfully delayed or caused damage to the Work or property of another contractor, the Contractor shall promptly settle the dispute with such other contractor. If a separate contractor sues or initiates an arbitration proceeding against the Construction Manager or Owner on account of any delay or damage alleged to have been caused by the Contractor, the Construction Manager will notify the Contractor who shall defend such proceedings at the Contractor's sole expense. If any judgment or award against the Construction Manager or Owner arises therefrom, the Contractor shall pay or satisfy it and shall reimburse the Construction Manager or Owner for all costs, including attorney's fees and court or arbitration costs which either may have incurred.

6.2.5 Claims and other disputes and matters in question between the Contractor and other Contractors shall be subject to the provisions of Paragraph 4.7 provided the other Contractors have reciprocal obligations.

6.2.6 The Owner and other Contractors shall have the same responsibilities for cutting and patching as are described for the Contractor in Paragraph 3.14.

6.3 OWNER'S OR CONSTRUCTION MANAGER'S RIGHT TO CLEAN UP

6.3.1 If a dispute arises among the Contractor, other Contractors and the Construction Manager and/or the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish as described in Paragraph 3.15, the Owner or Construction Manager may clean up and allocate the cost among those responsible as the Construction Manager, in consultation with the Architect, determines to be just. Refer to Project Manual Section 01550 - Clean Up and Final Cleaning.

ARTICLE 7 CHANGES IN THE WORK

7.1 CHANGES

7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, ~~Construction Change Directive~~, Notice to Proceed, or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents. Refer to Project Manual Section 01250 - Changes in the Work.

7.1.2 A Change Order shall be based upon agreement among the Owner, Construction Manager, Architect and Contractor; a ~~Construction Change Directive~~Notice to Proceed requires agreement by the Owner, Construction Manager and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect alone.

7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and Contractor shall proceed promptly, unless otherwise provided in the Change Order, ~~Construction Change Directive~~Notice to Proceed, or order for a minor change in the Work. Except as permitted in Paragraph 7.3, an increase in the Contract Sum or the Contract Time shall be accomplished only by Change Order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that the Owner has been unjustly enriched by any alteration or addition to the Work, whether or not there is, in fact, any unjust

enrichment to the Work, shall be the basis of any claim for an increase in any amounts due under the Contract Documents or for a change in any time period provided for in the Contract Documents.

7.1.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are so changed in a proposed Change Order or ~~Notice to Proceed~~Construction Change Directive that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

7.2 CHANGE ORDERS

7.2.1 A Change Order is a written instrument prepared by the Construction Manager and signed by the Owner, Construction Manager, Architect and Contractor, stating their agreement upon all of the following:

- .1 a change in the Work;
- .2 the amount of the adjustment in the Contract Sum, if any; and
- .3 the extent of the adjustment in the Contract Time, if any.

7.2.2 Methods used in determining adjustments to the Contract Sum ~~may include~~ shall be those listed in Subparagraph 7.3.3.

7.2.3 Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change, any impact such change may have on the unchanged Work, including but not limited to claims for acceleration, stacking, inefficiency, ripple effect, disruption, compression, interference, delay and cumulative impact, and any and all adjustments to the Contract Sum and the Schedule. In the event a Change Order increases the Contract Sum, the Contractor shall include the Work covered by such Change Orders in Applications for Payment as if such Work were originally part of the Contract Documents.

7.3 CONSTRUCTION CHANGE DIRECTIVES NOTICE TO PROCEED and QUOTATION ONLY

7.3.1 A ~~Construction Change Directive~~Notice to Proceed is a written order prepared by the Construction Manager and signed by the Owner, Construction Manager and Architect, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by ~~Construction Change~~

Directive Notice to Proceed, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly. A Quotation Only has the meaning set forth in Project Manual Section 01250 - Changes in the Work.

7.3.2 A Construction Change Directive Notice to Proceed shall be used in the absence of total agreement on the terms of a Change Order or when time constraints preclude getting a Change Order issued.

7.3.3 If the Construction Change Directive Notice to Proceed provides for an adjustment to the Contract Sum, the adjustment shall be based on one or more of the following methods:

- .1 mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 unit prices stated in the Contract Documents or subsequently agreed upon; or
- .3 actual cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee as set forth in Project Manual section 01250 - Changes in the Work, or,
- .4 as provided in Subparagraph 7.3.6.

7.3.4 Upon receipt of a Construction Change Directive Notice to Proceed, the Contractor shall promptly proceed with the change in the Work involved, and advise the Construction Manager and Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

7.3.5 A Construction Change Directive Notice to Proceed signed by the Contractor indicates the agreement of the Contractor therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

7.3.6 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the method and the adjustment shall be determined by the Construction Manager on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, a reasonable allowance for overhead and profit. In such case, and also under Clause 7.3.3.3, the Contractor shall keep and present, in such form as the Construction Manager may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs

for the purposes of this Subparagraph 7.3.6 shall be limited to the following:

- .1 costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers compensation insurance;
- .2 costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .3 rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .5 additional costs of supervision and field office personnel directly attributable to the change.

7.3.7 Pending final determination of cost to the Owner, amounts not in dispute may be included in Applications for Payment. The amount of credit to be allowed by the Contractor to the Owner for a deletion or change which results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Construction Manager. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

7.3.8 If the Owner and Contractor do not agree with the adjustment in Contract Time or the method for determining it, the adjustment or the method shall be referred to the Construction Manager for determination.

7.3.9 When the Owner and Contractor agree with the determination made by the Construction Manager concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately issued through the Construction Manager and shall be recorded by preparation and execution of an appropriate Change Order.

7.4 MINOR CHANGES IN THE WORK

7.4.1 The Architect will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order issued through the Construction Manager and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly.

ARTICLE 8 TIME

8.1 DEFINITIONS

8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

8.1.2 The date of commencement of the Work is the date established in the Agreement. The date shall not be postponed by the failure to act of the Contractor or of persons or entities for whom the Contractor is responsible.

8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Paragraph 9.8.

8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

8.2 PROGRESS AND COMPLETION

8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor. The date of commencement of the Work shall not be changed by the effective date of such insurance. Unless the date of commencement is established by a notice to proceed given by the Owner, the Contractor shall notify the Owner in writing not less than five days or other agreed period before commencing the Work to permit the timely filing of mortgages, mechanic's liens and other security interests.

8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time. All Work shall be completed in sufficient time to allow for clean-up and preparation for Owner move-in prior to the date of Substantial Completion of the Work.

8.3 DELAYS AND EXTENSIONS OF TIME

8.3.1 If the Contractor is delayed at any time in progress of the Work by an act or neglect of the Owner's own forces, Construction Manager, Architect, any of the other Contractors or an employee of any of them, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, adverse weather conditions not reasonably anticipated, unavoidable casualties or other causes beyond the Contractor's control, or by delay authorized by the Owner pending

arbitration, or by other causes which the Architect, based on the recommendation of the Construction Manager, determines may justify delay, then the Contract Time shall be extended by Change Order to the extent such delay will prevent the Contractor from achieving Substantial Completion within the Contract Time and if the performance of the Work is not, was not, or would not have been delayed by any other cause for which the Contractor is not entitled to an extension in the Contract Time under the Contract Documents. The Contractor further acknowledges and agrees that adjustments in the Contract Time will be permitted for a delay only to the extent such delay is not caused, or could not have been anticipated or prevented by the Contractor, could not be limited or avoided by the Contractor's timely notice to the Owner of the delay, and is of a duration not less than one (1) day, for such reasonable time as the Architect may determine.

8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Paragraph 4.7. Any claim for extension of time shall be made in writing to the Construction Manager in the manner and time specified by Paragraph 4.7; otherwise it shall be waived. In the case of a continuing delay only one claim is necessary. The Contractor shall provide a written estimate of the probable effect of such delay on the progress of the Work.

8.3.3 This Paragraph 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents. Notwithstanding anything to the contrary in the Contract Documents, an extension in the Contract Time, to the extent permitted under Subparagraph 8.3.1, shall be the sole remedy of the Contractor for any (1) delay in the commencement, prosecution, or completion of the Work; (2) hindrance or obstruction in the performance of the Work; (3) loss of productivity or acceleration; or (4) other similar claims (collectively referred to in this Subparagraph 8.3.3 as Delays) whether or not such Delays are foreseeable, unless a Delay is caused by the Owner's active interference with the Contractor's performance of the Work, and only to the extent such acts continue after the Contractor furnishes the Owner with notice of such interference. In no event shall the Contractor be entitled to any compensation or recovery of any damages in connection with any Delay, including, without limitation, consequential damages, lost opportunity costs, impact damages, or other similar remuneration. The Owner's exercise of any of its rights or remedies under the Contract Documents (including, without limitation, ordering changes in the Work, or directing suspension, rescheduling, or correction of the Work), regardless of the extent or frequency of the Owner's exercise of such rights or remedies, shall not be construed as active

interference with the Contractor's performance of the Work.

ARTICLE 9 PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

9.2 SCHEDULE OF VALUES

9.2.1 Before the first Application for Payment, the Within seven (7) days after award of contract. Contractor shall submit to the Architect, through the Construction Manager, a schedule of values allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Construction Manager and Architect may require. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

9.3 APPLICATIONS FOR PAYMENT

9.3.1 At least fifteen days before the date established for each progress payment, the Contractor shall submit to the Construction Manager an itemized Application for Payment for Work completed in accordance with the schedule of values. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner, Construction Manager or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and reflecting retainage if provided for elsewhere in the Contract Documents. See Project Manual Section 01290 - Payment Procedures for a description of Contractor's obligations in relation to Applications for Payment.

9.3.1.1 Such applications may include requests for payment on account of changes in the Work which have been properly authorized by Construction Change Directives/Notice to Proceed but not yet included in Change Orders.

9.3.1.2 Such applications may not include requests for payment of amounts the Contractor does not intend to pay to a Subcontractor or material supplier because of a dispute or other reason.

9.3.1.3 The Contractor shall provide supporting data substantiating the Contractor's right to payment as the Owner, Architect and Construction Manager may require.

9.3.2 Payment will not be made on account of materials or equipment stored on or off site unless the

requirements set forth in Project Manual Section 01290 regarding materials stored off site are met to the satisfaction of Construction Manager. Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

9.3.3 The Contractor warrants that title to all Work (including materials and equipment) covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances (hereinafter collectively referred to as "Liens") in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

9.3.3.1 The Contractor further expressly undertakes to defend the Indemnitees, at the Contractor's sole expense, against any actions, lawsuits, or proceedings brought against the Indemnitees as a result of Liens filed against the Work, the site of the Work, the Project site and any improvements on it, payments due the Contractor, or any portion of the property of any of the Indemnitees. The Contractor agrees to indemnify and hold the Indemnitees harmless against any such Liens and agrees to pay any judgment resulting from any such actions, lawsuits, or proceedings.

9.3.3.2 The Owner shall release any payments withheld due to a Lien if the Contractor obtains security acceptable to the Owner or a lien bond that is (1) issued to a surety acceptable to the Owner; (2) in form and substance satisfactory to the Owner; and (3) in an amount not less than one hundred fifty percent (150%) of such Lien. By posting a lien bond or other acceptable security, however, the Contractor shall not be relieved of any responsibilities or obligations under this Paragraph 9.3, including, without limitation, the duty to defend and indemnify the Indemnitees. The cost of any premiums incurred in connection with such bonds and security shall be the Contactor's responsibility and shall not be part of, or cause any adjustment to, the Contract Sum.

9.3.3.3 Notwithstanding the foregoing, the Owner reserves the right to settle any disputed Lien by making payment to the lien claimant or by such other means as the Owner, in the Owner's sole discretion, determines is the most economical or advantageous method of settling the dispute. The Contractor shall promptly reimburse Owner, upon demand, for any payments so made.

9.4 CERTIFICATES FOR PAYMENT

9.4.1 The Construction Manager will assemble a Project Application for Payment by combining the Contractor's applications with similar applications for progress payments from other Contractors and, after certifying the amounts due on such applications, forward them to the Architect within seven days. The Architect will, after the receipt of the Project Application for Payment with the recommendations of the Construction Manager, review the Project Application for Payment and either issue a Project Certificate for Payment to the Owner with a copy to the Construction Manager for such amounts as the Architect determines are properly due, or notify the Construction Manager and Owner in writing of the reasons for withholding a Certificate as provided in Subparagraph 9.5.1. Such notifications will be forwarded to the Contractor by the Construction Manager.

9.4.2 Within seven days after the Architect's receipt of the Project Application for Payment, the Construction Manager and Architect will either issue to the Owner a Project Certificate for Payment, with a copy to the Contractor, for such amount as the Construction Manager and Architect determine is properly due, or notify the Contractor and Owner in writing of the Construction Manager's and Architect's reasons for withholding certification in whole or in part as provided in Subparagraph 9.5.1. Such notification will be forwarded to the Contractor by the Construction Manager.

9.4.2 The issuance of a separate Certificate for Payment or a Project Certificate for Payment will constitute representations made separately by the Construction Manager and Architect to the Owner, based on their individual observations at the site and the data comprising the Application for Payment submitted by the Contractor, that the Work has progressed to the point indicated and that, to the best of the Construction Manager's and Architect's knowledge, information and belief, quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by the Construction Manager or Architect. The issuance of a separate Certificate for Payment or a Project Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the

amount certified. However, the issuance of a separate Certificate for Payment or a Project Certificate for Payment will not be a representation that the Construction Manager or Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed the Contractor's construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

9.5 DECISIONS TO WITHHOLD CERTIFICATION

9.5.1 The Construction Manager or Architect may decide not to certify payment and may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Construction Manager's or Architect's opinion the representations to the Owner required by Subparagraph 9.4.2 cannot be made. If the Construction Manager or Architect is unable to certify payment in the amount of the Application, the Construction Manager or Architect will notify the Contractor and Owner as provided in Subparagraph 9.4.1. If the Contractor, Construction Manager and Architect cannot agree on a revised amount, the Construction Manager and Architect will promptly issue a Certificate for Payment for the amount for which the Construction Manager and Architect are able to make such representations to the Owner. The Construction Manager or Architect may also decide not to certify payment or, because of subsequently discovered evidence or subsequent observations, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Construction Manager's or Architect's opinion to protect the Owner from loss because of:

- 1 defective Work not remedied;
- 2 third party claims filed or reasonable evidence indicating probable filing of such claims;
- 3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- 4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- 5 damage to the Owner or Construction Manager or another contractor;
- 6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or

- 7 persistent failure to carry out the Work in accordance with the Contract Documents.

9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

9.5.3 Should the Subcontractor be in debt to the Owner for any reason, whether in connection with this Contract or a separate contract on this, or another Project, then Owner shall have the right to apply funds from this Contract against the debt owed.

9.6 PROGRESS PAYMENTS

9.6.1 The Owner shall either forward payments for the preceding month's Work to the Contractor directly, or forward payments for the preceding month's Work to the Construction Manager for distribution to Contractors. As agent of the Owner, Construction Manager shall forward payment to Contractor following verification of Owner's disbursement checks. After the Construction Manager and Architect have issued a Project Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Construction Manager and Architect.

9.6.2 The Contractor shall promptly pay each Subcontractor, ~~upon~~ within five (5) days of receipt of payment from the Owner or Construction Manager, out of the amount paid to the Contractor on account of such Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of such Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in similar manner.

9.6.3 The Construction Manager will, ~~on request may, on request, and in the Construction Manager's discretion,~~ furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Owner, Construction Manager and Architect on account of portions of the Work done by such Subcontractor.

9.6.4 Neither the Owner, Construction Manager nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor except as may otherwise be required by law. However, if either Owner, Construction Manager or Architect has cause for concern of whether all payments have been made or will be made as required to subcontractors, laborers or suppliers or creditors of the Subcontractor, Owner, Construction Manager or Architect, in their sole discretion, and without limiting other remedies, after seventy-two (72)

hours notice to Contractor, have the right to issue payments either by joint check, payable to both Contractor and the subcontractor, laborer, supplier or creditor, or directly to the subcontractor, laborer, supplier or creditor. Such payments shall be applied against the Contract Sum to the same extent as if the payment were made solely to the Contractor. The Owner, Construction Manager or Architect's rights to issue joint checks or direct payments shall in no event create an obligation on the part of the Owner, Construction Manager or Architect to exercise this right on behalf of a subcontractor, labor, supplier or creditor.

9.6.5 Payment to material suppliers shall be treated in a manner similar to that provided in Subparagraphs 9.6.2, 9.6.3 and 9.6.4.

9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

9.7 FAILURE OF PAYMENT

9.7.1 If the Construction Manager should fail to issue recommendations within fourteen (14) days of receipt of the Contractor's Application for Payment, or if, through no fault of the Contractor, the Architect does not issue a Project Certificate for Payment within fourteen (14) days after the Architect's receipt of the Project Application for Payment, or if the Owner does not pay the Contractor within fourteen (14) days after the date established in the Contract Documents any amount certified by the Architect or awarded by arbitration, then the Contractor may, upon fourteen (14) additional days' written notice to the Owner, the Architect and the Construction Manager, stop Work until payment of the amount owing has been received. The Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, which shall be accomplished as provided in Article 7. If, through no fault of the Contractor, 1) the Construction Manager and Architect do not issue a Project Certificate for Payment within fourteen days after the Construction Manager's receipt of the Contractor's Application for Payment or 2) the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Construction Manager and Architect or awarded by arbitration, then the Contractor may, upon seven additional days' written notice to the Owner, Construction Manager and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, which shall be accomplished as provided in Article 7.

9.7.2 If the Owner is entitled to reimbursement or payment from the Contractor under or pursuant to the Contract Documents, such payment shall be made promptly upon demand by the Owner. Notwithstanding anything contained in the Contract Documents to the contrary, if the Contractor fails to promptly make any payment due the Owner, or the Owner incurs any costs and expenses to cure any default of the Contractor or to correct defective Work, the Owner shall have an absolute right to offset such amount against the Contract Sum and may, in the Owner's sole discretion, elect either to deduct an amount equal to that which the Owner is entitled from any payment then or thereafter due the Contractor from the Owner, or issue a written notice to the Contractor reducing the Contract Sum by an amount equal to that which the Owner is entitled.

9.8 SUBSTANTIAL COMPLETION

9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor and Construction Manager shall jointly prepare and submit to the Architect through the Construction Manager a comprehensive list of items to be completed or corrected. The Contractor shall proceed promptly to complete and correct items on the list. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Upon receipt of the list, the Architect, assisted by the Construction Manager, will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the list, which is not in accordance with the requirements of the Contract Documents, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. The Contractor shall then submit through the Construction Manager a request for another inspection by the Architect, assisted by the Construction Manager, to determine Substantial Completion. When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. The Certificate of

Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. In no case shall the Contractor's final completion of the Work and contract closeout (see Project Manual Section 01700 - Contract Closeout) exceed sixty (60) days from the date of issuance of the Certificate of Substantial Completion. In the event Contractor fails to complete the Work within the sixty (60) day period, the Owner may, in addition to all of its other rights and remedies under the Contract and at law and/or equity, complete the Contractor's Work at the sole expense of Contractor. Owner shall be entitled to deduct from the final payment all costs and expenses incurred in completing the Work, including additional Construction Management and Architecture fees and costs. In the event the costs exceed the amounts being withheld by Owner for final payment, the Contractor or its surety shall make the excess payment within five (5) days of demand by the Owner.

9.8.3 Upon Substantial Completion of the Work or designated portion thereof and upon application by the Contractor and certification by the Construction Manager and Architect, the Owner shall or Construction Manager may make payment, reflecting adjustment in retainage, if any, for such Work or portion thereof as provided in the Contract Documents.

9.8.3.1 Within thirty (30) days after Certificate of Substantial Completion has been issued for all portions of its Work, Contractor may be paid at the discretion of the Construction Manager and Owner, a sum sufficient to increase total payments to One Hundred Percent (100%) of Contract Sum, or portion thereof, less such retainage as Architect and Construction Manager determine in their sole discretion is necessary to protect Owner for any and all incomplete work and unsettled claims.

9.9 PARTIAL OCCUPANCY OR USE

9.9.1 The Owner reserves the right to occupy the whole or any portion of the premises at any time prior to completion of the Work provided such occupancy or use is consented to by the insurer as required under Subparagraph 11.3.11 and authorized by public authorities having jurisdiction over the Work. It is understood and agreed that the right to use the premises is part of the Contract and the Contractor has taken this possibility into account when preparing its bid, and that the Contractor shall proceed with the Work in such a manner as may be directed and shall cooperate with the Owner to limit interruptions to the Owner's routine operations. The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by

~~the insurer as required under Subparagraph 9.8.1 and authorized by public authorities having jurisdiction over the Work.~~ Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor ~~and Construction Manager shall jointly~~ prepare and submit a list to the Architect, through the Construction Manager, as provided under Subparagraph 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect after consultation with the Construction Manager.

9.9.2 Immediately prior to such partial occupancy or use, the Owner, Construction Manager, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

9.10 FINAL COMPLETION AND FINAL PAYMENT

9.10.1 Upon completion of the Work, the Contractor shall forward to the Construction Manager a written notice that the Work is ready for final inspection and acceptance and shall also forward to the Construction Manager a final Contractor's Application for Payment. Upon receipt, the Construction Manager will forward the notice and Application to the Architect, along with Construction Manager's recommendation, if any, who will promptly make such inspection. When the Architect, and based on the recommendation of the Construction Manager, finds the Work acceptable under the Contract Documents and the Contract fully performed, the ~~Construction Manager and~~ Architect will promptly issue a final Certificate for Payment stating that to the best of ~~their~~ its knowledge, information and belief, and on the basis of ~~their~~ its observations and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in said final Certificate is due and payable. The ~~Construction Manager's and~~ Architect's approval of the final Certificate for Payment will constitute a further representation that conditions listed in Subparagraph 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled. All warranties and guarantees and specified closeout documents required under or pursuant to the Contract Documents shall be assembled

and delivered by the Contractor to the Construction Manager as part of the final Application for Payment (Refer to Project Manual Section 01700 - Contract Closeout, Section 01720 - Project Record Documents, Section 01730 - Operations and Maintenance Data, Section 01740 - Warranties and Guarantees, and Section 01750 - Systems Demonstration, Training and Start Up). The final Certificate for Payment will not be issued by the Architect until all warranties and guarantees and other specified closeout documentation have been received and accepted by the Owner.

9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect through the Construction Manager (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or Construction Manager or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner or Construction Manager, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner or Construction Manager. If a Subcontractor refuses to furnish a release or waiver required by the Owner or Construction Manager, the Contractor may furnish a bond satisfactory to the Owner and Construction Manager to indemnify the Owner and Construction Manager against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner and/or Construction Manager all money that the Owner and/or Construction Manager may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Construction Manager and Architect so confirm, the Owner shall, upon application by the Contractor and certification by the Construction Manager and Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect through the

Construction Manager prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims. The making of final payment shall constitute a waiver of Claims by the Owner as provided in Subparagraph 4.4.5.

9.10.4 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment. Such waivers shall be in addition to the waiver described in Subparagraph 4.7.5. If Contractor fails to submit a final Application for Payment or a final waiver within a reasonable time after request by Construction Manager, and in no event later than sixty (60) days after the issuance of the Certificate of Substantial Completion, the Owner and Construction Manager may unilaterally determine the balance due to the Contractor and the Contractor shall be bound by such determination.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

10.1.1 The Contractor shall be solely responsible to the Owner and Construction Manager for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall submit the Contractor's safety program to the Construction Manager for review and coordination with the safety programs of other Contractors. Contractor shall be responsible for payment of all fines levied against Owner, Architect or Construction Manager and all costs (including attorney's fees) incurred as a result of such fines arising from or relating to conduct of Contractor's Work.

10.1.2 In the event the Contractor encounters on the site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB), or any other hazardous material, which has not been rendered harmless, the Contractor shall immediately stop Work in the area affected and report the condition to the Owner, Construction Manager and Architect in writing. The Work in the affected area shall not thereafter be resumed except by written agreement of the Owner and Contractor if in fact the material is asbestos or polychlorinated biphenyl (PCB), or any other material deemed hazardous, and has not been rendered harmless. The Work in the affected area shall be resumed in the absence of asbestos, or polychlorinated biphenyl (PCB), or any other hazardous material, or when it has been rendered harmless, by written agreement of the Owner and Contractor, or in accordance with final determination by the Architect on which arbitration has not been demanded, or by arbitration under Article 4. The term "rendered harmless" shall be interpreted to mean

that levels of asbestos, polychlorinated biphenyls, and other hazardous materials are less than any applicable exposure standards set forth in OSHA regulations. In no event, however, shall the Owner, Construction Manager or Architect have any responsibility for any substance or material that is brought to the Project site by the Contractor, any Subcontractor, any material supplier, or any entity for whom any of them is responsible. The Contractor agrees not to use any fill or other materials to be incorporated into the Work that are hazardous, toxic, or made up of any items that are hazardous or toxic. Refer to Project Manual Section 00840 - Hazardous Materials.

10.1.3 The Contractor shall not be required pursuant to Article 7 to perform without consent any Work relating to asbestos or polychlorinated biphenyl (PCB), or any other hazardous material.

10.1.4 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Construction Manager, Architect, their consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material is asbestos or polychlorinated biphenyl (PCB) and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Owner, anyone directly or indirectly employed by the Owner or anyone for whose acts the Owner may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Subparagraph 10.1.4.

10.1.5 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner, Construction Manager and Architect in writing. The Owner, Contractor, Construction Manager and Architect shall then proceed in the same manner described in Subparagraph 10.1.2.

10.1.6 The Owner shall be responsible for obtaining the services of a licensed laboratory to verify a presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to verify that it has been rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor, Construction Manager and

Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor, the Construction Manager and the Architect will promptly reply to the Owner in writing stating whether or not any of them has reasonable objection to the persons or entities proposed by the Owner. If the Contractor, Construction Manager or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor, the Construction Manager and the Architect have no reasonable objection.

10.2 SAFETY OF PERSONS AND PROPERTY

10.2.1 The Contractor shall take reasonable all necessary or appropriate precautions for safety of, and shall provide reasonable all necessary or appropriate protection to prevent damage, injury or loss to:

1. all employees involved in the Project and all other persons who may be affected thereby; employees on the Work of other persons who may be affected thereby;
2. the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors;
3. other property at the site or adjacent thereto, such as, but not limited to, trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction; and
4. construction or operations by the Owner, the Construction Manager or other Contractors.

10.2.2 The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable all necessary or appropriate safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities. The Contractor shall also be responsible, at the Contractor's sole cost and expense, for all measures necessary to protect any property and improvements adjacent to the Project. Any damages to such property or improvements shall be promptly repaired by the Contractor. Without limiting the indemnity provisions elsewhere in the Contract Documents, the Contractor shall indemnify and

hold harmless the Owner and Construction Manager from and against any and all actions or damages arising out of or resulting from damage to such property or improvements.

10.2.4 Use of explosives is not permitted. When use or storage of hazardous substances or equipment, or unusual construction methods are necessary, Contractor shall give Owner, Construction Manager and Architect reasonable advanced notice. When driving or removing piles, wrecking, performing excavation work or other similar potentially dangerous work, the Contractor shall provide protection and exercise utmost care, under supervision of properly qualified personnel, so as not to endanger life or property. Contractor is fully responsible for any and all damages, claims and for defense of all actions against Owner, Construction Manager and Architect resulting from prosecution of such work in connection with or arising out of the Contract. When use for storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Clauses 10.2.1.2, 10.2.1.3 and 10.2.1.4 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Clauses 10.2.1.2, 10.2.1.3 and 10.2.1.4, except damage or loss attributable to acts or omissions of the Owner, Construction Manager or Architect or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Paragraph 3.18.

10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner, Construction Manager and Architect.

10.2.7 The Contractor shall not load or permit any part of the construction or site to be loaded so as to endanger its safety.

10.2.8 When all or a portion of the Work is suspended for any reason, the Contractor shall securely fasten down all coverings and protect the Work, as necessary, from injury by any cause.

10.2.9 The Contractor shall promptly report by telephone and in writing to the Owner, Construction Manager and Architect all accidents arising out of or in connection with the Work that cause death, personal injury, or property damage, giving full details and observations of any witnesses. See Project Manual Section 00810 - Safety Program.

10.3 EMERGENCIES

10.3.1 In an emergency affecting safety or persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Paragraph 4.7 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

11.1 CONTRACTOR'S LIABILITY INSURANCE

11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 claims under workers compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;
- .2 claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor, or (2) by another person;
- .5 claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; and

.7 claims involving contractual liability insurance applicable to the Contractor's obligations under Paragraph 3.18.

.8 The Contractor's liability insurance shall include all major divisions of coverage and be on a comprehensive basis, including, without limitation:

(1) Premises/Operations (including X, C, and U coverages as applicable).

(2) Independent Contractors' Protective.

(3) Products and Completed Operations.

(4) Personal Injury Liability with Employment Exclusion deleted.

(5) Contractual, including specified provision for Contractor's obligations under Paragraph 3.18.

(6) Owned, nonowned, and hired motor vehicles.

(7) Broad Form Property Damage, including Completed Operations.

The Contractor's insurance shall meet all additional insurance requirements set forth in the Project Manual Section 00620 - Insurance.

.9 If the Contractor has design responsibility under the Contract Documents, the Contractor shall procure and maintain professional liability insurance in a form and substance that is satisfactory to the Owner. See Project Manual Section 00620 - Insurance.

.10 If the Work involves hazardous waste, hazardous material or asbestos, the Contractor shall procure and maintain pollution liability insurance in a form and substance that is satisfactory to the Owner. See Project Manual Section 00620 - Insurance.

11.1.2 The insurance required by Subparagraph 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims made basis, shall be maintained without interruption from date of commencement of the Work until date of final payment and termination of any coverage required to be maintained after final payment. Refer to Project Manual Section 00620 - Insurance for the specific required coverages, limits, endorsements and time periods that Contractor's insurance must be maintained.

11.1.3 Certificates of insurance acceptable to the Owner shall be submitted to the Construction Manager for transmittal to the Owner with a copy to the Architect prior to commencement of the Work. These certificates and the insurance policies required by this Paragraph 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment as required by Subparagraph 9.10.2. Information concerning reduction of coverage shall be furnished by the Contractor with reasonable promptness in accordance with the Contractor's information and belief. The Contractor agrees to deliver to the Construction Manager, within ten (10) days of the date of the Owner-Contractor Agreement and prior to bringing any equipment or personnel onto the site of the Work or the Project site, certified copies of all insurance policies procured by the Contractor under or pursuant to this Paragraph 11.1 or, with consent of the Owner and Construction Manager, Certificates of Insurance in form and substance satisfactory to the Owner and Construction Manager evidencing the required coverages with limits not less than those specified in the Project Manual Section 00620 - Insurance. The coverage afforded under any insurance policy obtained under or pursuant to this Paragraph 11.1 shall be primary and not excess over or contributory with any valid and collectible insurance carried separately by any of the Indemnitees. Furthermore, all policies and Certificates of Insurance shall expressly provide that no less than thirty (30) days' prior written notice shall be given the Construction Manager, Architect, and Owner in the event of material alteration, cancellation, nonrenewal, or expiration of the coverage contained in such policy or evidenced by such certified copy or Certificate of Insurance. The Owner and Construction Manager ("Barton Malow Company") shall be named additional insureds on the General Liability, Excess Liability, Pollution Liability and Auto Coverage and the policy endorsement form must be the ISO Additional Insured - Owners, Lessees or Contractors (Form B) CG2010 11 85, CG2026 11 85 or an equivalent and must provide additional insured status during completion operations.

11.1.4 In no event shall any failure of the Construction Manager or Owner to receive certified copies or certificates or policies required under Paragraph 11.1 or to demand receipt of such certified copies or certificates prior to the Contractor's commencing the Work be construed as a waiver by the Owner of the Contractor's obligations to obtain insurance pursuant to this Article 11.

11.1.5 When any required insurance, due to the attainment of a normal expiration date or renewal date, shall expire, the Contractor shall furnish to the Construction Manager Certificates of Insurance and amendatory riders or endorsements that clearly evidence the continuation of all coverage in the same manner, limits of protection, and scope of coverage as was provided by the previous policy. In the event any renewal or replacement policy, for whatever reason obtained or required, is written by a carrier other than that with whom the coverage was previously placed, or the subsequent policy differs in any way from the previous policy, the Contractor shall also furnish the Construction Manager with a certified copy of the renewal or replacement policy unless the Owner provides the Contractor with prior written consent to submit only a Certificate of Insurance for any such policy. All renewal and replacement policies shall be in the form and substance satisfactory to the Owner and written by carriers acceptable to the Owner.

11.1.6 Any aggregate limit under the Contractor's liability insurance shall, by endorsement, apply to this Project separately.

11.1.7 Where the provisions of this Paragraph 11.1 and the Project Manual Section 00620 - Insurance conflict, the stricter provision requiring the more extensive insurance coverage shall control.

11.2 OWNER'S LIABILITY INSURANCE

11.2.1 The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance. Optionally, the Owner may purchase and maintain other insurance for self-protection against claims which may arise from operations under the Contract. The Contractor shall not be responsible for purchasing and maintaining this optional Owner's liability insurance unless specifically required by the Contract Documents.

11.3 PROPERTY INSURANCE

11.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance in the amount of the initial Contract Sum as well as subsequent modifications thereto for the entire Work at the site on a replacement cost basis without voluntary deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Paragraph 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Paragraph 11.3 to be covered, whichever is earlier. This insurance shall include

interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Work.

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

11.3.1.2 If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance which will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor, then the Owner shall bear all reasonable costs properly attributable thereto.

11.3.1.3 If the property insurance requires minimum deductibles and such deductibles are identified in the Contract Documents, the Contractor shall pay costs not covered because of such deductibles. If the Owner or insurer increases the required minimum deductibles above the amounts so identified or if the Owner elects to purchase this insurance with voluntary deductible amounts, the Owner shall be responsible for payment of the additional costs not covered because of such increased or voluntary deductibles.

11.3.1.4 ~~Unless otherwise provided in the Contract Documents, this property insurance shall cover portions of the Work stored off the site after written approval of the Owner at the value established in the approval, and also portions of the Work in transit.~~

11.3.1.5 The insurance required by this Paragraph 11.3 is not intended to cover machinery, tools or equipment owned or rented by the Contractor which are utilized in the performance of the Work but not incorporated into the permanent improvements. The Contractor shall, at the Contractor's own expense, provide insurance coverage for owned or rented machinery, tools or equipment which shall be subject to the provisions of Subparagraph 11.3.7. Refer to Project Manual Section 00620 - Insurance.

11.3.2 Boiler and Machinery Insurance. The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Construction Manager,

Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

11.3.3 Loss of Use Insurance. The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. ~~The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.~~

11.3.4 The Owner and Construction Manager. "Barton Malow Company", shall be named as an additional insured on all property and liability policies. Refer to Project Manual 00620 - Insurance. ~~If the Contractor requests in writing that insurance for risks other than those described herein or for other special hazards be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.~~

11.3.5 If during the Project construction period the Owner insures properties, real or personal or both, adjoining or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Subparagraph 11.3.7 for damages caused by fire or other perils covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

11.3.6 Before an exposure to loss may occur, the Owner shall file with the ~~Contractor~~ Construction Manager, a copy of each policy that includes insurance coverages required by this Paragraph 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Contractor.

11.3.7 Waivers of Subrogation. The Owner and Contractor waive all rights against each other and against the Construction Manager, Architect, Owner's other Contractors and own forces described in Article 6, if any, and the subcontractors, sub-subcontractors, consultants, agents and employees of any of them, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this Paragraph 11.3 or other property insurance applicable to the Work, except such rights as the Owner and Contractor may have to the proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Construction Manager, Construction Manager's consultants, Architect, Architect's consultants, Owner's separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each

in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged. This section shall be deemed null and void if its enforcement jeopardizes the Owner's insurance coverage.

11.3.8 A loss insured under Owner's property insurance shall be adjusted by the Owner as fiduciary through the Construction Manager and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Subparagraph 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

11.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or in accordance with an arbitration award in which case the procedure shall be as provided in Paragraph 4.9. If after such loss no other special agreement is made, replacement of damaged property shall be covered by appropriate Change Order.

11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection be made, arbitrators shall be chosen as provided in Paragraph 4.9. The Owner as fiduciary shall, in that case, make settlement with insurers in accordance with directions of such arbitrators. If distribution of insurance proceeds by arbitration is required, the arbitrators will direct such distribution.

11.3.11 Partial occupancy or use in accordance with Paragraph 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

11.4 PERFORMANCE BOND AND PAYMENT BOND

11.4.1 The Contractor shall furnish performance and labor and material payment bonds in a form satisfactory to the Construction Manager and Owner, and each in the amount of One-Hundred Percent (100%) of its contract amount (unless a lesser amount is specifically authorized in Project Manual Section 00610 - Bonds) covering all Work to be performed by the contractor and its subcontractors and suppliers. The Bonds shall be written in favor of both the Construction Manager and the Owner as dual obligees, using a dual obligee rider that is acceptable to the Owner and the Construction Manager. The Bonds shall also meet all additional requirements set forth in Project Manual Section 00610 - Bonds. The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

11.4.3 Additional Performance and Payment Bonds may be required by the Owner, in the Owner's sole discretion, from any Subcontractor. The Owner shall pay for any premiums charged for obtaining required Subcontractor bonds by executing a Change Order that shall increase the Contract Sum in an amount equal to such premiums. All such bonds shall be in form and substance satisfactory to the Owner in the Owner's sole judgment.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

12.1 UNCOVERING OF WORK

12.1.1 If a portion of the Work is covered contrary to the Construction Manager's or Architect's request or to requirements specifically expressed in the Contract Documents, it must, if required in writing by either, be uncovered for their observation and be replaced at the Contractor's expense without change in the Contract Time.

12.1.2 If a portion of the Work has been covered which the Construction Manager or Architect has not specifically requested to observe prior to its being covered, the Construction Manager or Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be charged to the Owner. If such Work is not in accordance with the Contract Documents, the Contractor shall pay such costs unless the condition was caused by the Owner or one of the other Contractors in which event the Owner shall be responsible for payment of such costs.

12.2 CORRECTION OF WORK

12.2.1 The Contractor shall promptly correct Work rejected by the Construction Manager or Architect or failing to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Contractor shall bear costs of correcting such rejected Work, including additional testing and inspections and compensation for the Construction Manager's and Architect's services and expenses made necessary thereby.

12.2.2 If, within one year after the date of Substantial Completion of the Work or designated portion thereof, or after the date for commencement of warranties established under Subparagraph 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner or Construction Manager to do so unless the Owner or Construction Manager has previously given the Contractor a written acceptance of such condition. This period of one year shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work. This obligation under this Subparagraph 12.2.2 shall survive acceptance of the Work under the Contract and termination of the Contract. The Owner shall give such notice promptly after discovery of the condition. Refer to Project Manual Section 01740 - Warranties and Guarantees.

12.2.3 The Contractor shall remove from the site portions of the Work which are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

12.2.4 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Paragraph 2.4. If the Contractor does not proceed with correction of such nonconforming Work within a reasonable time fixed by written notice from the Construction Manager or from the Architect issued through the Construction Manager, the Owner or Construction Manager may remove it and store the salvable materials or equipment at the Contractor's expense. If the Contractor does not pay costs of such removal and storage within ten days after written notice, the Owner or Construction Manager may upon ten additional days' written notice sell such materials and equipment at auction or at private sale and shall account for the proceeds thereof, after deducting costs and damages that should have been borne by the Contractor, including compensation for the Construction Manager's and Architect's services and expenses made necessary thereby. If such proceeds of sale do not cover costs which the Contractor should have borne, the Contract Sum shall be reduced by the deficiency. If payments then or thereafter due the Contractor are not

sufficient to cover such amount, the Contractor shall pay the difference to the Owner through the Construction Manager.

12.2.5 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or Construction Manager or other Contractors caused by the Contractor's correction or removal of Work which is not in accordance with the requirements of the Contract Documents.

12.2.6 Nothing contained in this Paragraph 12.2 shall be construed to establish a period of limitation with respect to other obligations which the Contractor might have under the Contract Documents. Establishment of the time period of one year as described in Subparagraph 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

12.3 ACCEPTANCE OF NONCONFORMING WORK

12.3.1 If the Owner prefers to accept Work which is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW

13.1.1 The Contract shall be governed by the law of the place where the Project is located.

13.2 SUCCESSORS AND ASSIGNS

13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole or part without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

13.3 WRITTEN NOTICE

13.3.1 Written notice shall be deemed to have been duly served if delivered in person to the individual or a member of

the firm or entity or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified mail to the last business address known to the party giving notice. Owner or Construction Manager as Owner's agent, may, at their option, serve notice on the Contractor by faxing a copy of the notice to the Contractor at its last known facsimile number and subsequently mailing the notice to the Contractor's last known business address.

13.4 RIGHTS AND REMEDIES

13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

13.4.2 No action or failure to act by the Owner, Construction Manager, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

13.5 TESTS AND INSPECTIONS

13.5.1 Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Construction Manager and Architect timely notice of when and where tests and inspections are to be made so the Construction Manager and Architect may observe such procedures. The Owner shall bear costs of tests, inspections or approvals which do not become requirements until after bids are received or negotiations concluded.

13.5.2 If the Construction Manager, Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Subparagraph 13.5.1, the Construction Manager and Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Construction Manager and Architect of when and where tests and inspections are to be made so the Construction Manager and Architect may observe such procedures. The Owner shall bear such costs except as provided in Subparagraph 13.5.3.

13.5.3 If such procedures for testing, inspection or approval under Subparagraphs 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established

by the Contract Documents, the Contractor shall bear all costs made necessary by such failure including those of repeated procedures and compensation for the Construction Manager's and Architect's services and expenses. The Contractor also agrees that the cost of testing services required for the convenience of the Contractor in its scheduling and performance of the Work, and the cost of testing services related to remedial operations performed to correct deficiencies in the Work, shall be borne by the Contractor.

13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Construction Manager for transmittal to the Architect.

13.5.5 If the Construction Manager or Architect is to observe tests, inspections or approvals required by the Contract Documents, the Construction Manager or Architect will do so promptly and, where practicable, at the normal place of testing.

13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

13.6 INTEREST

13.6.1 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

13.7 COMMENCEMENT OF STATUTORY LIMITATION PERIOD

13.7.1 As between the Owner and Contractor, the limitation period shall commence to run as determined by state law.:-

- ~~1 Before Substantial Completion. - As to acts or failures to act occurring prior to the relevant date of Substantial Completion, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than such date of Substantial Completion;~~
- ~~2 Between Substantial Completion and Final Certificate for Payment. - As to acts or failures to act occurring subsequent to the relevant date of Substantial Completion and prior to issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of issuance of the final Certificate for Payment; and~~

~~3 After Final Certificate for Payment. As to acts or failures to act occurring after the relevant date of issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of any act or failure to act by the Contractor pursuant to any warranty provided under Paragraph 3.5; the date of any correction of the Work or failure to correct the Work by the Contractor under Paragraph 12.2; or the date of actual commission of any other act or failure to perform any duty or obligation by the Contractor or Owner, whichever occurs last.~~

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor, for any of the following reasons:

- 1 issuance of an order of a court or other public authority having jurisdiction;
- 2 an act of government, such as a declaration of national emergency, making material unavailable;
- ~~3 because the Construction Manager or Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Subparagraph 9.4.2; or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents;~~
- 4 if repeated suspensions, delays or interruptions by the Owner as described in Paragraph 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365 day period, whichever is less; or
- 5 the Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Subparagraph 2.2.7.

14.1.2 If one of the above reasons exists, the Contractor may, upon seven additional days' written notice to the Owner, Construction Manager and Architect, terminate the Contract and recover from the Owner payment for Work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including reasonable overhead, profit and damages.

14.1.3 If the Work is stopped for a period of 60 days or if repeated suspensions, delays, or interruptions by the Owner as described in Paragraph 14.3 constitute in the aggregate the lesser of an amount equal to the Contract time or 120 days in any one (1) year period through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has persistently failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner, Construction Manager and Architect, terminate the Contract and recover from the Owner as provided in Subparagraph 14.1.2.

14.2 TERMINATION BY THE OWNER FOR CAUSE

14.2.1 The Owner may terminate the Contract if the Contractor:

- 1 persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- 2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- 3 persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
- 4 otherwise is guilty of substantial breach of a provision of the Contract Documents.
- 5 Is petitioned bankrupt, or makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of the Contractor's insolvency.
- 6 breaches any warranty made by the Contractor under or pursuant to the Contract Documents.
- 7 fails to furnish the Owner with assurances satisfactory to the Owner evidencing the Contractor's ability to complete the Work in compliance with all the requirements of the Contract Documents.
- 8 fails after commencement of the Work to proceed continuously with the construction and completion of the Work for more than ten (10) days, except as permitted under the Contract Documents.

14.2.2 When any of the above reasons exist, the Owner, after consultation with the Construction Manager, and upon

certification by the Architect that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, ~~seven days'~~ seventy-two hours written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 accept assignment of subcontracts pursuant to Paragraph 5.4; and
- .3 finish the Work by whatever reasonable method the Owner may deem expedient.

14.2.3 When the Owner terminates the Contract for one of the reasons stated in Subparagraph 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Construction Manager's and Architect's services and expenses made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner through the Construction Manager. The amount to be paid to the Contractor or Owner, as the case may be, shall, upon application, be certified by the Architect after consultation with the Construction Manager, and this obligation for payment shall survive termination of the Contract.

14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

14.3.2 An adjustment shall be made for increases in the cost of performance of the Contract, including profit on the increased cost of performance, caused by suspension, delay or interruption. No adjustment shall be made to the extent:

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of this Contract.

14.3.3 Adjustments made in the cost of performance may have a mutually agreed fixed or percentage fee.

14.4 Owner's Termination for Convenience

14.4.1 The Owner reserves the right to terminate the Contract, or any portion thereof, for convenience and without cause, even though the Contractor has not failed to perform any part of the Contract. Termination of the Work hereunder shall be effected by written notice to the Contractor. Upon receipt of such notice, the Contractor shall, unless the notice otherwise directs:

.1 Immediately discontinue the terminated portion of the Work and the placing of all orders and subcontracts in connection with the terminated portion of the Work;

.2 Immediately cancel all of the existing orders and subcontracts in connection with the terminated portion of the Work;

.3 Immediately transfer to the Owner all materials, supplies, Work in progress, appliances, facilities, machinery, and tools acquired by the Contractor in connection with the performance of the terminated portion of the Work, and take such action as may be necessary or as the Owner or Construction Manager may direct for protection and preservation of the work relating to this Contract; and

.4 deliver all plans, drawings, specifications, and other necessary information to the Owner through the Construction Manager.

14.4.2 If the Owner terminates the Contract for convenience, the following shall be the Contractor's exclusive remedies:

14.4.2.1 Reimbursement of all actual expenditures and costs approved by the Owner through the Construction Manager and Architect as having been made or incurred in performing the terminated Work;

14.4.2.2 Reimbursement of expenditures made and costs incurred with the Owner's prior written approval in settling or discharging outstanding commitments entered into by the Contractor in performing the Contract; and

14.4.2.3 Payment of profit, insofar as profit is realized hereunder, of an amount equal to the estimated profit on the entire Contract at the time of termination multiplied by the percentage of completion of the Work. In no event shall the Contractor be entitled to anticipated fees or profits on work not required to be performed.

14.4.3 All obligations of the Contractor under the Contract with respect to completed Work, including but

not limited to all warranties, guarantees, indemnities, insurance and bonds shall apply to all Work completed or substantially completed by the Contractor prior to a convenience termination by the Owner. Notwithstanding the above, any convenience termination by the Owner or payments to the Contractor shall be without prejudice to any claims or legal remedies that the Owner may have against the Contractor for any cause.

14.4.4 Upon a determination that a termination of this Contract, other than a termination for convenience under this Paragraph 14.4, was wrongful or improper for any reason, such termination shall automatically be deemed converted to a convenience termination under this Paragraph 14.4, and the Contractor's remedy for such

wrongful termination shall be limited to the recoveries specified under Subparagraph 14.4.2.

14.4.5 Contractor is required to include a termination for convenience clause in all of its subcontractor and supplier contracts, in substantially similar form as set forth in this Paragraph 14.4, and that limits the subcontractors and suppliers to exclusive remedies no greater than those set forth in Subparagraph 14.4.2 that are available to Contractor. Contractor shall bear all costs arising or related to its failure to include such clause in its subcontracts.

**SECTION 00800
SUPPLEMENTARY GENERAL CONDITIONS**

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Attention is directed to Bidding and Contract Requirements, and to Division 1, General Requirements, which are hereby made a part of this Section.
- B. Specific attention is directed to the requirements described in Section 00700 General Conditions of the Contract and Section 00500 Agreement Form.

1.02 SUPPLEMENTARY GENERAL CONDITIONS

- A. Document **PCP 14-11, Supplementary Conditions to AIA 201/CMA 1992 When Project is not Subject to Mandatory Arbitration**, is bound within this Project Manual and is a part of the Contract Documents.
- B. Document **PCP 14-12, Supplementary Conditions to AIA 201/CMA 1992 When Owner does not Mutually Waive Subrogation**, is bound within this Project Manual and is a part of the Contract Documents.

These documents are attached immediately following this page.

END OF SECTION 00800

**Supplementary Conditions to
AIA A201 CMA – 1992
When Project is not Subject to Mandatory Arbitration**

Subparagraph 4.5 – Replace “arbitration” with “litigation”.

Subparagraph 4.7.2 – Delete “arbitration or” in the 2nd and 3rd sentences respectively.

Subparagraph 4.7.4 – Replace “arbitration” with “litigation”.

Subparagraph 4.8.4 – Replace “arbitration” with “litigation”.

Subparagraph 4.9.1 – Delete this Subparagraph and replace with “Any controversy or Claim arising out of or related to the Contract, or the breach thereof and not resolved under Paragraph 4.8 shall be subject to litigation in a court of competent jurisdiction.”

Subparagraph 4.9.2 – Delete this Subparagraph.

Subparagraph 4.9.3 – Delete this Subparagraph and replace it with “During litigation or other dispute resolution proceedings, the Owner and Contractor shall comply with Subparagraph 4.7.4.”

Subparagraph 4.9.4 – Delete this Subparagraph and replace it with “When a written decision of the Architect states that (1) the decision is final but subject to litigation then (2) a suit must be filed within 30 days after the date on which the party filing the suit receives the final written decision (unless a longer period of time is agreed upon, in writing, by the other party). Failure to file a suit within said 30 days’ period shall result in the Architect’s decision becoming final and binding upon the Owner and Contractor. If the Architect renders a decision after litigation has been initiated, such decision may be entered as evidence, but shall not supersede litigation proceedings unless the decision is acceptable to all parties concerned.”

Subparagraph 4.9.4.1 – Delete this Subparagraph.

Subparagraph 4.9.4.2 – Delete this Subparagraph.

Subparagraph 4.9.5 – Delete this Subparagraph.

Subparagraph 4.9.6 – Delete this Subparagraph.

Subparagraph 4.9.7 – Delete this Subparagraph.

Subparagraph 8.3.1 – Replace “arbitration” with “dispute resolution”.

Subparagraph 9.7.1 – In the first sentence, replace “arbitration” with “litigation”.

Subparagraph 10.1.2 – Replace both occurrences of “arbitration” with “litigation”.

Subparagraph 11.3.9 – Replace “or in accordance with an arbitration award, in which case the procedure shall be as provided in Paragraph 4.9” with “or in accordance with a court judgment or order.”

Subparagraph 11.3.10 – In the first sentence delete “, if such objection be made, arbitrators shall be chosen as provided in Paragraph 4.9.” Delete the 2nd and 3rd sentences in their entirety.

**Supplementary Conditions to
AIA A201 CMA – 1992
When Owner does not Mutually Waive Subrogation**

Subparagraph 11.3.7 – Replace entire Subparagraph with the following: “The Contractor waives all rights against the Owner and against the Construction Manager, Architect, Owner’s other Contractors and own forces described in Article 6, if any, and the subcontractors, sub-subcontractors, consultants, agents and employees of any of them, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this Paragraph 11.3 or other property insurance applicable to the Work, except such rights as the Contractor may have to the proceeds of such insurance. The Contractor shall require the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements written where legally required for validity, similar waivers each in favor of the Owner, the Construction Manager and the Architect. The policies shall provide for such waivers by endorsement or otherwise.”

SECTION 00810
ON-SITE PROJECT SAFETY AND LOSS CONTROL PROGRAM

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Attention is directed to Bidding and Contract Requirements, and to Division 1, General Requirements, which are hereby made a part of this Section.

1.02 CONTRACTOR'S SAFETY REQUIREMENTS

A. Generally

1. **Contractor** is responsible for its own Safety Program for Work on this Project that is at least as stringent as the requirements set forth in this section of the Project Manual.
2. **Contractor** shall provide a safe workplace and shall otherwise take all precautions for the safety of Subordinate Parties and persons and property in or near the premises where Work is being performed.
3. **Contractor** shall comply with all applicable federal, state and local laws, rules and regulations, including, but not limited to, applicable provisions of the Occupational Safety and Health Act ("OSHA") and/or the governing state law.
4. **Contractor** shall comply with all requirements stated in the Site Specific Safety Instructions (SSSI) form or elsewhere in the Contract Documents.
5. **Contractor** shall ensure that its employees understand and comply with applicable safety and health programs, rules, and regulations.
6. **Contractor** will assign an individual to act as Safety Representative who will have the responsibility of resolving safety matters, and act as a liaison among **Contractor**, Barton Malow Company and the Owner. The Safety Representative must be a person who is capable of identifying existing and predictable hazards in surroundings that are unsanitary, hazardous or dangerous to employees, and has the authority to take prompt corrective measures to eliminate them. The Safety Representative must meet the standards for a Competent Person under applicable law when required (scaffolding, confined spaces, etc.). The Safety Representative must be on site full time. The Safety Representative or an alternate must attend periodic safety meetings as directed by Barton Malow Company.
7. **Contractor** shall ensure that its site supervisors and/or Safety Representative attend a pre-construction meeting where planning for safe execution of the project will be addressed.
8. **Contractor** is fully responsible for all Hazardous Materials it creates or releases in connection with, or brings to, the Project. **Contractor** shall immediately report to Barton Malow Company any Hazardous Materials that it discovers or which are released at the Project.
9. Minimum training for on-site employees shall include basic safety orientation, task-specific safety instruction, weekly Tool Box Talks, and other periodic safety meetings. **Contractor** shall document all such training.
10. **Contractor** shall self-inspect its areas of control to assure compliance with the safety requirements.

11. All on-site employees of either **Contractor** or its Subordinate Parties are required to report any unsafe act or condition and any work-related injuries or illness immediately to a supervisor. If the act or condition can be safely and easily corrected, the employee or supervisor should make the correction.
12. **Contractor** shall notify Barton Malow Company immediately of all injuries requiring clinical attention and all property damage potentially in excess of \$1,000.
13. **Contractor** shall have emergency procedures to deal with the immediate removal and treatment, if necessary, of any employee who may be injured or become ill. **Contractor** shall keep on the Project site a first-aid kit supplied according to current regulations, and shall have on-site a person trained to administer first aid.
14. **Contractor** shall inform Barton Malow Company of the arrival of any federal or state inspector or compliance officer prior to touring the site. Any reports, citations, or other documents related to the inspection shall be provided promptly to Barton Malow.
15. **Contractor** shall have a written Substance Abuse Policy. The use or possession of illegal drugs or the use of alcohol while performing Work on the Project are strictly prohibited and may lead to immediate removal from the Project.
16. **Contractor** shall be responsible for payment of all safety-related citations, fines and/or claims arising out of or relating to its Work levied against the Owner, Architect, Barton Malow Company, or their employees or affiliates.
17. Barton Malow has the right to require that **Contractor** submit monthly its hours worked and incident rates for the Project.

B. Additional Barton Malow Requirements

1. Work crews shall conduct a Job Hazard Analysis (JHA) discussion to plan for safe performance before beginning any work task. **Contractor** is encouraged to prepare a written record of each JHA.
2. All workers, management, and visitors shall wear approved hard hats while on site, outside the trailers. Cowboy-style hard hats are prohibited. Hardhats must not be removed to use welding shields. Welding shields must attach to hardhats or be hand held.
3. Sleeved shirts (minimum of four inches), long pants, and durable work boots are required minimum clothing.
4. Personal cell phones are not to be used on construction sites except to report an emergency or on approved break time. Use of business cell phones must not interfere with jobsite safety.
5. Personal radios or music players with earphones are not permitted.
6. **All persons working at elevations of six feet or greater must have 100% continuous fall protection. Engineering controls are preferred, but personal fall arrest systems are also permissible. An exception is permitted for safe use of ladders up to 24 feet long.**
7. **Contractor** is responsible to repair or restore any barricade that it modifies or removes.
8. Class III (household) stepladders are prohibited; metal ladders are strongly discouraged.
9. All scaffolds must be checked daily and before each use for safety compliance. Scaffolds shall never be left in an unsafe condition and must be removed/disabled immediately if not to be used again.

10. All persons operating cranes must be certified as crane operators by the National Commission on the Certification of Crane Operators (NCCCO). Daily crane inspection reports must be prepared by the operator and kept with the crane, available for inspection.
11. Riding the headache ball is prohibited.
12. All dozers, loaders, tractors and end loader backhoes must have functioning backup alarms.
13. Keep equipment at least 15 feet from energized power lines.
14. Electrical, pneumatic, and other energy systems that could be accidentally energized or started up while work is in process must be locked out (not merely tagged out).
15. Only fire retardant materials may be used to build shanties or other temporary enclosures inside of buildings finished or under construction. Shanties shall be continually policed by their occupants to prevent the accumulation of waste or other combustibles.
16. Engineering controls must be used to restrain silica dust per applicable law.

1.03 CONTRACTOR’S SAFETY SUBMITTALS

- A. **Contractor** shall provide copies of the following written safety submittals to Barton Malow Company at the times indicated:

Submittal	Timing
Contractor Safety Certificate, Barton Malow form SAF 6.3.3.3	Before on-site work begins
Site-specific Safety Program, including substance abuse policy, hazard communication program, and Material Safety Data Sheets (MSDS)	Before on-site work begins
Tool Box Talk Reports	Weekly
Incident Reports (OSHA form 301 or equivalent)	Within 24 hours of incident
Hours worked and incident rates	Monthly (if applicable)

- B. Barton Malow’s receipt of the Safety Program or other submittals from **Contractor** does not constitute approval of the Program or submittal or permission to deviate from the requirements of the Contract Documents and applicable law.
- C. **Contractor** will allow inspection of, and Barton Malow Company may request copies of, any and all safety-related documents and records in its possession relating to the Project.

1.04 BARTON MALOW COMPANY RIGHTS

- A. **Safety Hazard Notifications** may be issued to the **Contractor** when an unsafe act or condition is reported or observed. Barton Malow Company shall not be required to supervise the abatement or associated reprimand of unsafe acts or conditions within a **Contractor’s** scope of work as this is solely the responsibility of **Contractor**. Nevertheless, Barton Malow Company has the right, but not the obligation, to require **Contractor** to cease or abate any unsafe practice or activity it notices, at **Contractor’s** sole expense.
- B. **Contractor’s** failure to comply with the contract safety requirements will be considered a default of the Agreement, and may result in remedial action including, but not limited to, withholding of payment of any sums due or termination.

- C. Barton Malow Company's failure to require the submission of any form, documentation, or any other act required under this Section, 00810, of the Project Manual shall not relieve the **Contractor** from any of its safety obligations.
- D. Nothing in this Section or in this Agreement makes Barton Malow Company responsible or liable for protecting **Contractor's** employees and other Subordinate Parties or assuring or providing for their safety or preventing accidents or property damage.
- E. All requirements referenced in this Section 00810 are binding on **Contractor** and all of its Subordinate Parties, even where such requirements may exceed the standards of applicable law.

1.05 SAFETY RELATED FORMS

- A. The following safety related forms are in Section 01600 Forms:

Trade Contractor Safety Certificate, Barton Malow Form SAF 6.3.3.3/CON 7.9

END OF SECTION 00810

**SECTION 00840
HAZARDOUS MATERIALS**

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Attention is directed to Bidding and Contract Requirements, and to Division 1, General Requirements, which are hereby made a part of this Section.

1.02 SUMMARY

- A. This Section describes the following requirements including:
 - 1. Definition of Hazardous Materials
 - 2. Awareness of Hazardous Materials

PART 2 - HAZARDOUS MATERIALS

2.01 DEFINITION OF HAZARDOUS MATERIALS

- A. A "Hazardous Material", as used in this Project Manual means asbestos; asbestos containing material; lead (including lead-based paint); PCB; molds; any other chemical, material, or substance subject to regulation as a hazardous material, hazardous substance, toxic substance, or otherwise, under applicable federal, state, or local law; and any other chemical, material, or substance that may have adverse effects on human health or the environment.

2.02 AWARENESS OF HAZARDOUS MATERIALS

- A. Each Contractor shall be constantly aware of the possible discovery of Hazardous Materials. Should Contractor encounter any Hazardous Material or suspected Hazardous Material, the Contractor shall immediately stop Work in the area affected and report the condition to Barton Malow Company.
- B. If the Contractor encounters any Hazardous Material or suspected Hazardous Material, the Contractor agrees to immediately initiate the required procedures of the Environmental Protection Agency (EPA), and/or state or local agencies having jurisdiction to protect any and all persons exposed to the affected areas or adjacent areas affected thereby.
- C. Contractor is fully responsible for all Hazardous Materials it creates or releases in connection with, or brings to, the Project.
- D. See the General and Supplementary Conditions of the Agreement for further instructions and obligations related to Hazardous Materials.
- E. Each Contractor shall be responsible to bind ALL of its personnel and its Subordinate Parties to the provisions in these paragraphs and to instruct each employee of the of its duty to report any and all suspected Hazardous Materials and to comply with all applicable laws.
- F. ABSOLUTELY NO MATERIAL SHALL BE BROUGHT ON OR TO THE PROJECT SITE THAT DOES NOT HAVE A MANUFACTURER'S LABEL STATING CONTENTS.
- G. The Contractor shall comply with all applicable federal and state laws, rules, ordinances and regulations regarding transportation, storage, spills, releases and disposal of Hazardous Materials.

- H. No asbestos or asbestos-containing material will be brought to the jobsite or incorporated into the Work by Contractor or its Subordinate Parties.

END OF SECTION 00840

**SECTION 00870
LABOR RELATIONS**

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Attention is directed to Bidding and Contract Requirements, and to Division 1, General Requirements, which are hereby made a part of this Section.

PART 2 SCOPE

2.01 PREVAILING WAGES

- A. In any Agreement entered into pursuant to this **advertisement**, the **Contractor** shall comply with the provisions of the PREVAILING WAGE LAW.

The Contractor will pay the latest prevailing wages and fringe benefits for all Work as required by State of Michigan/Public Act 166 dated 1965 as amended. The prevailing wage and fringe benefit rates are included immediately behind this Section. NOTE: IN MICHIGAN, THE OWNER PROVIDES THE CURRENT PREVAILING WAGE (90 DAY DOCUMENT).

- B. Additionally, **Contractor** is required to comply with all other provisions of the governing prevailing wage law, and shall ensure its Subordinate Parties' compliance therewith.
- C. Allegations that individuals working on this Project are not receiving compensation required by law are considered seriously by the Owner and the Construction Manager. In order to expedite the resolution of prevailing wage complaints related to this Project, the Owner and Construction Manager have determined that the Michigan Fair Contracting Center ("MFCC") is the organization best equipped to expedite the investigation of these matters. Any person or entity (the "Complainant") who reasonably believes that a particular contractor, subcontractor, sub-subcontractor, supplier or other person or entity providing labor, materials, goods or services on this Project (each, an "Employer") is not paying prevailing wages as required by applicable law may ask the MFCC to determine whether proper rates are being paid either by completing and submitting to MFCC a request for assistance (the "RFA") or by contacting MFCC by telephone at (734) 462-2330 or (877) 611-6322. The RFA can be downloaded electronically at <http://mifcc.org/Brochures/KnowYourRights.pdf> and delivered to MFCC by facsimile to (734) 462-2318 or by mail to P.O. Box 530492, Livonia, Michigan 48153-0492.

Each and every Employer who is subject to an audit by MFCC pursuant to any RFA shall cooperate and comply fully with all requests, requirements and inquiries of MFCC. If, after investigation, MFCC determines that a Complainant's allegations are meritorious and the Complainant, MFCC and the Employer are unable to resolve the dispute following MFCC's determination, then, under the direction and with the assistance of MFCC, the Complainant shall file a Prevailing Wage Complaint (the "PWC") with the State of Michigan Department of Labor and Economic Growth Wage and Hour Division (the "Wage and Hour Division"). The PWC can be downloaded electronically at <http://mifcc.org/Brochures/PrevailingWageComplaint.pdf> and delivered by facsimile to (517) 322-6352 or by mail to 7150 Harris Drive, P.O. Box 30476, Lansing, Michigan 48909-7076.

Upon commencement of the audit from MFCC, the Owner and/or Barton Malow Company reserves the right to hold all payments, pending the conclusion of the audit. If the Wage and Hour Division determines that the Employer has violated any applicable prevailing wage law, then the Owner and/or Construction Manager shall automatically be entitled to and will (a) withhold from such Employer any and all payments due and owing until the Employer remedies any and all violations cited by the Wage and Hour Division, and (b) backcharge the Employer for all costs actually incurred in MFCC's audit of the Employer.

The Owner and/or Construction Manager shall keep a hard copy of these requirements posted at the Project site at all times.

- D. The **Contractor** shall be financially responsible for the payment of prevailing wages by all Subordinate Parties that are subject to the prevailing wage law for Work on the Project.
- E. If there is a dispute between any **Contractor** and the unions, the **Contractor** will be required to meet with Barton Malow Company and the Union involved to try and resolve the issue.
- F. Because Work on this Project is covered by the Michigan Prevailing Wage Act (“Act”), the **Contractor** and its subcontractors and other Subordinate Parties that are governed by the prevailing wage law shall pay all hours at the prevailing wage rates at the applicable hourly rate; no Work performed by or on behalf of the **Contractor** on this Project will be paid on a lump sum basis or a piece rate basis in violation of the Act.
- G. The **Contractor** will pay its workers at wage and fringe benefit rates consistent with the Act regardless of whether the workers are classified as employees or independent contractors.
- H. The **Contractor** shall not misclassify any work assignments, but shall in each and every case follow proper jurisdictional assignments in compliance with the Act.
- I. The **Contractor** shall assure that any persons paid at apprentice rates under the Act are properly classified as apprentices by actual participation in a BAT certified program or as may otherwise be permitted by the Act.

END OF SECTION 00870

**SECTION 00880
REGULATORY REQUIREMENTS**

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Attention is directed to Bidding and Contract Requirements, and to Division 1, General Requirements, which are hereby made a part of this Section.
- B. Specific attention is directed to all applicable building codes, laws, regulations, permits, fees, notices, Equal Employment Opportunity, wage rates, non-segregated facilities and other statutory requirements for the Project.

1.02 STANDARDS, CODES AND REGULATION

- A. All Work is to comply with the rules and regulations of governing bodies having jurisdiction.
- B. Standards, codes and regulations published by Manufacturer's associations, governmental agencies and other regulatory authorities form a part of these Specifications as minimum requirements. Such references include the latest issue and legal requirements in force.
- C. Where differences occur between the Contract Documents and such standards, the strictest requirements shall take precedence.
- D. Supply all materials and perform all Work in accordance with the Manufacturer's specifications and installation procedures, and in conformance with published Trade and Manufacturers' association standards, unless specifically noted otherwise in the Contract Documents.
- E. **Contractor** shall comply with all applicable requirements of both state and federal Laws regarding discovery, release, transportation, storage, spills, disposal or other handling of Hazardous Materials Refer to Section 00840 in the Project Manual.

1.03 PERMITS

- A. Refer to Section 00890 Permits in the Project Manual.

1.04 TAXES

- A. Except to the extent specifically described below, this Project is subject to all applicable state Sales Tax and/or Use taxes, and Bidder must include such taxes in its Bid Proposal. All other taxes applicable to the project at the time of the bid are to be included in the bid amount and will be the responsibility of Bidder.

END OF SECTION 00880

**SECTION 00890
PERMITS**

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Attention is directed to Bidding and Contract Requirements, and to Division 1, General Requirements, which are hereby made a part of this Section.

1.02 PERMITS AND FEES

- A. Troy School District **will** obtain and pay for the General Building Permit.
- B. Other than the general building permit, **Contractor** shall provide and pay for all other permits, assessments, governmental fees, bonds, connection charges, licenses and inspection fees and any other charges necessary for the proper execution and completion of the **Contractor's** Work.
- C. **Contractor** is to provide, pay for and coordinate all other permits, fees, inspections, and city, county, state, federal and governing authority approvals required for the successful completion of the Work contained within its respective Bid Category and deliver required certificates of inspection and approvals to Barton Malow Company.
- D. This Project is under the jurisdiction of the **MICHIGAN DEPARTMENT OF LABOR FOR MECHANICAL AND ELECTRICAL, STATE OF MICHIGAN FIRE MARSHAL DIVISION, MICHIGAN DEPARTMENT AND OAKLAND COUNTY DEPARTMENT OF PUBLIC HEALTH.**
- E. Site water and sewer utilities are under the jurisdiction of the **ROAD COMMISION OF OAKLAND COUNTY** authorities.

END OF SECTION 00890

**SECTION 01140
USE OF PREMISES**

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Attention is directed to Bidding and Contract Requirements, and to Division 1, General Requirements, which are hereby made a part of this Section.

1.02 SUMMARY

- A. This Section describes the following requirements including:
1. Use of Premises and Deliveries
 2. Use of Existing Elevators
 3. Use of Existing Facilities
 4. Existing Entrances and Drives
 5. Protection of Underground Facilities
 6. No Interruption of Occupancy/Sequencing
 7. Material Storage

PART 2 - USE OF PREMISES

2.01 USE OF PREMISES AND DELIVERIES

- A. Contractor and its Subordinate Parties shall be subject to such rules and regulations for the conduct of the Work as the Owner or Barton Malow Company may establish. All employees shall be properly and completely clothed while working. Bare torsos, legs and feet will not be allowed. Possession or consumption of alcoholic beverages or drugs, or other obnoxious behavior on the site is strictly prohibited. Violators shall be promptly removed from the site.
- B. Before starting the Work, Contractor shall ascertain from Barton Malow Company what entrances, routes or roadways shall be used for access to the Work, and use only those designated for movement of personnel, materials and vehicles to and from the Project site. Close coordination will be required of Contractor with the Owner, Barton Malow Company, other contractors, the city and others having an interest in the Project to assure that Work on the site, access to and from the site and the general conduct of operations is maintained in a safe and efficient manner, and that disruption and inconvenience to existing streets and property is minimized. Contractor is responsible to review the site and be familiar with all existing conditions within and around the Owner's property including local conditions and requirements. A set of existing drawings, which are considered Resource Drawings, is available for inspection at the Barton Malow Company's Field Office.
- C. Contractors shall maintain free access to all 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 at all times. Contractors shall give the Owner and the local fire department at least forty-eight (48) hours notice of any such changes of routes.
- D. There is on-site parking for Contractors and their Subordinate Parties' employees. Contractor, Subordinate Parties and their personnel will not be allowed to park in the Owner's parking area. Barton Malow Company will designate parking areas.
- E. Contractors and their Subordinate Parties will not be allowed to use any Owner tools or equipment during the course of the Project.

- F. Each Contractor shall confine its Work to normal working hours; 8:00 am to 4:30 p.m. OR 7:00 am to 3:30 p.m., Monday through Friday. Contractor may execute the Work during the entire twenty-four (24) hours of any day of the week with the approval of the Barton Malow Company and the Owner, providing that they so conduct their operations as to not create a public nuisance or disturb the peace, and provided such operations are conducted so as to comply with all applicable laws, ordinances, and regulations. Compensation to Barton Malow Company for supervisory staff due to abnormal working hours will at the requesting Contractor's expense.
1. The City of Troy has a noise ordinance which states: **The erection (including excavating), demolition, alteration, or repair of any building, the excavation and/or grading of streets, highways, or private property other than between the hours of 7:00am and 8:00pm on Mondays through Saturdays, unless a permit be first obtained from the Building Department for building work or from the Engineering Department for street work (Title IX – Police Regulations).**
- G. Whenever Contractor intends to depart from normal work hours, it shall notify Barton Malow Company in writing at least forty-eight (48) hours in advance. Failure of Contractor to give such timely notice may result in Barton Malow Company directing the removal or uncovering of the Work performed during such abnormal hours and Contractor's expense. Special arrangements can be made for emergency work or shutdowns as may be required.
- H. Use of explosives are not permitted.
- I. Each Contractor on behalf of itself and its Subordinate Parties shall be responsible for all damage to the Project including the existing buildings and grounds arising or resulting from its operations under the Agreement. Repair or replacement of damaged items shall be to the satisfaction of the Owner and Barton Malow Company.
- J. Each Contractor shall at all times maintain a clean and safe passageway for the Owner's operations and personnel in existing areas and maintain clearances adjacent to and in connection with the Work performed.
- K. Each Contractor shall effectively confine dust, dirt and noise to the actual construction area and in compliance with all applicable laws, rules and regulations.
- L. All Contractors and their Subordinate Parties shall restrict all Work activities associated with an area undergoing renovation to within the boundaries indicated by the Contract Documents. Any means of access or egress from the stipulated boundaries shall be coordinated with Barton Malow Company and the Owner.
- M. Work shall, if required, be constructed in phases to accommodate the Owner's use of the premises during construction and to accommodate installation of equipment. Refer to Section 00230 Schedule and Phasing of the Project Manual.
- N. 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
 - * Free use of corridors at all times
- O. The Owner and Barton Malow Company expect Contractors and their Subordinate Parties to exercise common sense and good judgment, and to conduct themselves in a manner which would be a credit to the Owner. Without limiting other applicable provisions of the Contract Documents, Contractor shall not engage in the following:
1. Conduct that interferes with Work or work of others.
 2. Conduct that interferes with, or is detrimental to good safety and well being.

3. Unauthorized use of confidential information.
4. Discourtesy toward Owner's staff, visitors and the general public (including abusive, vulgar or other language).
5. Soliciting.
6. Disregard of safety, sanitation, or security laws, rules and regulations.
7. Conduct detrimental to the Owner's operations and good reputation.
8. Stealing.
9. Gambling.
10. Possession and/or use of narcotics or intoxicants.
11. Threats or abuse of others.
12. Disorderly conduct or fighting.
13. Playing of loud music.
14. Falsification of information.
15. Unauthorized travel of Subcontractor's employees outside the designated project Work areas.
16. Discriminating Behavior.
17. Sexual or Ethnic harassment.

Willful disregard of the above will be grounds for requiring the offending person(s) to be removed from the Project, and may subject the Contractor to termination under the Agreement.

- P. Site contractor shall be responsible for keeping the designated route to the site clean and free of debris. Site contractor will assume responsibility for any of their sub-contractors keeping the designated route to the site clean and free of debris.
- P. Each Contractor on behalf of itself and its Subordinate Parties shall not load or permit any part of a structure to be loaded with a weight that will endanger its safety.
- Q. Where new temporary partitions are established and located by the Demolition, Carpentry, or Drywall contractor, all existing mechanical, fire protection, plumbing and electrical devices used for life safety purposes shall be relocated by the Contractor installing or relocating same to the new temporary partitions so as to be usable and visible to Owner personnel and activities. Items such as, but not limited to: exit lights, fire protection systems, fire alarm systems, and similar items shall be relocated. In the event that a passageway is blocked or barricaded, visible rerouting directions for traffic flow shall be posted.
1. The Project is under the jurisdiction of the Michigan Department of Labor and Economic Growth.
 2. Partition construction shall provide a fire-resistant classification approved by the state Fire Marshall. Openings in such partitions shall be protected by fire doors consistent with the rating of the partition.
- R. The Owner shall have the option to curtail or delay any activity that affects its operations. Should a Contractor be asked to stop its Work, the Contractor shall do so immediately and proceed with other activities with no additional cost to the Owner or Barton Malow Company. The Owner may occupy the premises during the entire period of construction for the conduct of its normal operations. All Contractors are to cooperate with the Owner and Barton Malow Company in all construction operations to minimize conflict, and to facilitate Owner usage.
- S. Contractors and their Subordinate Parties are prohibited from canvassing, soliciting, posting, or distributing literature or materials for any purpose while on the job site.
- T. Contractors and their Subordinate Parties shall be responsible for adhering to the smoking policies and regulations of the Owner and the Owner's facilities.
- U. The preservation of existing trees and other vegetation on the site to the maximum extent possible is extremely important. In many cases, trees in close proximity to the site work are to be preserved. Each Contractor must plan its Work and instruct its Subordinate Parties to conduct their operations to avoid damage to trees and vegetation (provide barriers as required). Indiscriminate driving about the site,

disposing of waste, storage of materials upon or against trees or any other activity which is harmful to trees or vegetation that are to be preserved will not be tolerated. Parking areas, storage areas, and access to the buildings will be confined to areas designated and approved by Barton Malow Company.

- V. Any case of damage to any tree shall be reported to Barton Malow Company immediately so that professional repairs can be made. The cost of such required repairs or treatment shall be charged to the responsible Contractor. Willful disregard of the above will be grounds for requiring the offending person(s) to be removed from the Project, and may subject the Contractor to termination under the Agreement.

2.02 USE OF EXISTING ELEVATORS

- A. Each Contractor, subject to the approval of Barton Malow Company and Owner may not, use the existing elevator(s) designated by the Owner within the contract boundaries for movement of personnel and materials to a construction area.
- B. In those cases where an elevator is to be shared with Owner services, the Owner's employees and services take priority over construction activities. Each Contractor is responsible for proper conduct of its Subordinate Parties with regard to the use of the elevator. Any damage to the elevator due to oversize load, excess weight or other conditions is the individual Contractor's responsibility.
- C. Use of the elevator(s) at times other than normal working hours shall be coordinated with Barton Malow Company and Owner.

2.03 USE OF EXISTING FACILITIES

- A. Contractors shall limit their and their Subordinate Parties' usage of the occupied areas of the facility to that which is absolutely necessary for the installation of their Work. Parts of the facility not in the construction area are "off limits" unless a specific work task is being performed as designated by Barton Malow Company.
- B. Contractors and their Subordinate Parties will not be allowed the use of the Owner's cafeteria, parking, telephones, toilet facilities, tools, equipment, or any other item or facility belonging to the Owner, unless specifically authorized by Owner and Barton Malow Company. Contractor's Subordinate Parties shall not use the Owner's facilities for personal use such as lunchrooms and similar areas for coffee breaks, clothing changes or similar uses. The Owner's complex shall be off-limits to all construction personnel without prior approval of Barton Malow Company and the Owner.

2.04 EXISTING ENTRANCES AND DRIVES

- A. Contractor and construction delivery access to the worksite shall be as designated by Barton Malow Company. Selected entrances to the Project site will remain open during normal working hours for the use of all Contractors. Contractors shall utilize specific entrances for material deliveries, equipment deliveries and worker access to the Project site as directed by Barton Malow Company.
- B. At no time are ANY vehicles to be parked, whether attended or not, in the Owner's entrances or drives. Any material delivery which will tie up the Owner's entrances or drives in excess of 15 minutes shall be pre-scheduled with the Owner through Barton Malow Company. In scheduling construction deliveries the Contractor agrees that the Owner's deliveries, and operations will take precedence.

2.05 PROTECTION OF UNDERGROUND FACILITIES

- A. Each Contractor shall provide and maintain proper shoring and bracing for existing underground utilities, sewers, and building foundations, encountered during its excavation Work, to protect 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 FOUR (4) hours. Prior to beginning any excavation, Contractor shall contact

MISS DIG and utility companies for the location of all existing underground services and provide, if requested, documentation of such contact to Barton Malow Company. If necessary, Contractor shall pay for appropriate layout and locating of existing utilities.

- B. Utilities and/or other services which are shown, or not shown but encountered, shall be protected by the Contractor from any damage arising or resulting from Work, unless or until they are abandoned. If the utilities or services are damaged from Contractor's Work Contractor shall immediately repair any damage and restore the utilities and services to an equal or better condition than that which existed prior to the damage. Contractor will be responsible for all liabilities, expenses, lawsuits or claims arising or resulting from such damage and will defend, hold harmless and indemnify Owner and Barton Malow Company from any claims or lawsuits or other expenses.
- C. Each Contractor on behalf of itself and its Subordinate Parties shall be responsible for all damage to the Project including the existing building and grounds arising out of or resulting from their performance of the Work. Repair or replacement of damaged items shall be to the satisfaction of the Owner and Barton Malow Company.

2.06 NO INTERRUPTION OF OCCUPANCY/SEQUENCING

- A. Each Contractor is responsible to plan, coordinate and execute its Work in such a manner that there will be no disruption of the Owner's operations. If an interruption of operations is unavoidable, then this Work will be scheduled with the Owner through the Barton Malow Company prior to beginning such Work.
- B. Due to the nature of the Owner's existing areas, the sequence of Work must be scheduled and coordinated with the Owner's ongoing operations to minimize disruptions and/or disturbances to the Owner's Work and at all times remain as secondary to the Owner's operations. Each segment of the Work shall be coordinated with the Barton Malow Company and the Owner prior to proceeding.
- C. Work that interrupts the Owner's services will be accomplished during the time periods when it is least inconvenient to the Owner and completed in the shortest possible time frame. Contractors may be requested to work split shifts, weekends, off peak Owner loading periods, etc., to accommodate Owner's utility and service requirements, such as, but not limited to, medical gas systems, electrical power, HVAC systems, storm and sanitary lines. The cost for premium time labor, which may be required, is the Contractor's responsibility and is to be included in the base bid.
- D. Contractors are responsible to provide any temporary alternate supply and/or return conditions to maintain services to the facility while Work is being performed for each Bid Category. Place safety stages or markers to indicate location of disconnected services.
- E. No interruptions to Owner's power, lighting, signal, or alarm circuits will be permitted without the express written permission of the Owner. Arrangements for interruptions shall be made with the Owner at least forty-eight (48) hours prior to the interruption and shall be made at such time and duration as authorized by them. Temporary feeders, transformer jumpers, connections, circuits, etc., shall be used as required to accomplish the above at no additional cost to the Owner and Barton Malow Company.
- F. Contractors shall construct the Work in stages to provide for public convenience. Contractors shall not close off public use of facilities until completion of one stage of construction will provide alternative usage, or until other means have been provided.
- G. These provisions shall apply to all Contractors and are applicable whether a Contractor is either directly or indirectly affected.

2.07 MATERIAL STORAGE

- A. Each Contractor shall provide suitable storage trailers on site as required. These are to be relocated and removed when directed by Barton Malow Company.

- B. Temporary storage of materials in the building and on the site will be limited to the same areas immediately under construction for materials intended for that particular portion of the Work. Material, equipment and tools shall not be stored on site in excess of five (5) working days prior to installation or use without Barton Malow Company's approval. Contractors shall stock the job with sufficient materials to maintain progress and schedule and without interfering with the Work or storage of others. Each Contractor assumes full responsibility for the protection and safekeeping of products under its control which are stored on the site. Contractors must move any stored products, under their control, which interfere with operations of the Owner or separate contractors as directed by Barton Malow Company. All Contractors are to cooperate with Barton Malow Company and other contractors in this regard.
- C. Each Contractor shall provide sufficient protection for its materials and equipment from damages by weather or construction work or other hazards.
- D. During progress of Work and upon completion of the Work, Contractor shall remove all debris and leave the area in a clean and orderly condition.
- E. Each Contractor shall submit a receipt of shipment for all equipment stored on site or off-site to the Barton Malow Company. No materials or equipment shall be removed from the site without the permission of Barton Malow Company.
- F. Storage of combustible materials within or adjacent to the building is prohibited.

END OF SECTION 01140

**SECTION 01210
ALLOWANCES**

There are no allowances for the Troy School District – BP/LA Science Room Casework BP #9488 project, as taken from the work scopes (section 00220).

END OF SECTION 01210

**SECTION 01250
CHANGES IN THE WORK**

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Attention is directed to, Bidding and Contract Requirements, and to Division 1, General Requirements, which are hereby made a part of this Section.
- B. Various forms of field communications will be used to document communication between the **Contractor** and Barton Malow Company as described in Section 01320 Communications. Field Communications are interpreted to be within the scope of the Agreement and as such are not authorizations for Work beyond the scope of the Agreement.

1.02 SUMMARY

- A. This section identifies an effective method of identification of changed work and provides an efficient method of modification of Contract Documents.
- B. This section describes the following requirements including:
 - 1. Types of Change Documentation
 - 2. Compensation of Overhead and Profit for Changes in the Work
 - 3. Itemization of Cost of Changed Work

PART 2 - TYPES OF CHANGE DOCUMENTATION

2.01 ARCHITECT INSTRUCTIONS

- A. There are two forms of Architect Instructions used on the Project, namely the Architect's Supplemental Instruction ("ASI"), AIA Document G710, and the Proposal Request ("PR"), AIA Document G709. These documents will be issued by the Architect and distributed by the Barton Malow Company to affected Contractors.
 - 1. ASI's are used by the Architect to issue supplemental instructions or interpretations involving minor changes in the Work that will not affect the contract price or schedule.
 - 2. PRs, often termed "Bulletins" are used by the Architect to identify changes in the Contract Documents which may affect the Contractor's contract price or schedule. An itemized write-up narrative and corresponding "bubbled" change on the drawings or specifications usually accompanies this document.
- B. PRs or "Bulletins" sent to Contractors which may involve a change in the contract price or schedule will be accompanied by –the Barton Malow form entitled "PCO- Quotation Only". In the event that the timing does not allow the For Quote Only process, then Barton Malow Company will issue its form entitled "PCO - Notice to Proceed" to the Contractor.

2.02 PCO- NOTICE TO PROCEED AND FOR PCO- QUOTATION ONLY FORMS

- A. A PCO- Notice to Proceed is used when Work must be performed with swiftness and authorization to proceed by Change Order is inappropriate due to time restrictions. A PCO-Notice to Proceed may be issued for changes in schedule or contract price. In order for a PCO- Notice to Proceed to be valid, it must be signed by Barton Malow Company and Owner. The terms for establishing the additional cost and processing of the PCO- Notice to Proceed into a Change Order shall be identified prior to its release by Barton Malow Company.

- B. If a change issued by the Architect, through Barton Malow Company, may result in an additional cost to the Contractor, Barton Malow Company will issue a PCO- Quotation Only with the Architect's documents. The PCO- Quotation Only will describe the change or reference the appropriate documents and will have attached the detailed descriptions, sketches and plans required for the Contractor to quote the change.
- C. Barton Malow Company will send the PCO– Quotation Only to all potentially affected Contractors.
- D. Once the Contractor receives the PCO– Quotation Only or the PCO- Notice to Proceed, it shall prepare a detailed cost estimate for the change. This estimate shall include an itemized takeoff of labor, equipment and material with a unit cost for each item. Under no circumstances will a PCO- Quotation Only or a PCO- Notice to Proceed be processed unless accompanied by a complete cost breakdown. The PCO- Quotation Only must be returned no later than the date indicated on the PCO– Quotation Only or at the direction of Barton Malow Company.
- E. Once completed, the Contractor shall sign and date the PCO- Quotation Only and submit it with proper backup to Barton Malow Company. Barton Malow Company will then review, evaluate, possibly negotiate and then when acceptable, process the PCO- Quotation Only through the Owner's Representative and Architect's Representative. Once the quote for the work under the PCO- Notice to Proceed is submitted to Barton Malow Company, it will review, evaluate, possibly negotiate, and then, when acceptable, process the resulting Change Order through Owner's Representative and Architect's Representative.
- F. The PCO- Quotation Only is a document used for processing Contractor's quotations and is not a Change Order. Therefore, completion of the PCO- Quotation Only does **not** release the Work to begin.
- G. PCO- Quotation Only and the PCO- Notice to Proceed will precede a Change Order. Contractors shall receive an approved PCO- Notice to Proceed or an executed Change Order before starting Work. Any changed Work performed by Contractor without a properly executed PCO- Notice to Proceed or a properly executed Change Order is at Contractor's sole risk and expense. BILLINGS AGAINST CHANGES WILL NOT BE ACCEPTED AFTER A PCO- NOTICE TO PROCEED OR FOR QUOTE ONLY IS ISSUED, BUT ONLY AFTER A CHANGE ORDER HAS BEEN PROCESSED AND SIGNED BY ALL PARTIES.

2.04 CHANGE ORDER

- A. Change Orders will be written and issued by Barton Malow Company. Barton Malow Company will first issue the Change Order to the Contractor for signature. The Change Order will then be returned to Barton Malow Company. Once all appropriate signatures are secured, an executed copy will be sent to the Contractor.
- B. Once the Change Order has been processed and signed by all parties, the Contractor. may invoice for payment on the completed portion of Work.
- C. Agreement on any Change Order, shall constitute a final settlement of all matters relating to the changed Work that is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change, any impact such change may have on the unchanged Work, including but not limited to claims for acceleration, stacking, inefficiency, ripple effect, disruption, compression, interference, delay and cumulative impact, and any and all adjustments to the contract price and the schedule.

PART 3 - COMPENSATION OF OVERHEAD AND PROFIT FOR CHANGES IN THE WORK

3.01 CONTRACTOR'S OVERHEAD AND PROFIT

- A. When changed Work is performed by a Contractor itself and not by its Subordinate Party, the Contractor's charge for overhead and profit shall in no event exceed fifteen percent (15%) of the approved cost of the changed Work. When changed Work is performed by a Contractor's Subordinate Party, the Contractor's charge for overhead and profit shall in no event exceed five percent (5%) of the approved cost of the changed Work.
- B. When changed Work is performed by the Contractor's Subordinate Party, the Subordinate Party's charge for overhead and profit shall in no event exceed fifteen percent (15%) of the approved cost of the changed Work when such Work does not involve the Subordinate Party's subcontractors; or five percent (5%) of the approved cost of the changed Work when such changed Work is performed by the Subordinate Party's subcontractors.
- C. Contractor and Subordinate Party overhead and profit shall include cost (at the Project Site, home office and otherwise) of supervision, telephone, travel, copying, administrative services, office, power, light, tools, jobsite vehicles, and all other general expenses including bond premiums. In no event shall these be charged as cost of the Changed Work.

PART 4 - ITEMIZATION OF COST OF CHANGED WORK

4.01 CORRELATION WITH CONTRACTOR'S SUBMITTALS

- A. **Contractors** shall revise the Schedule of Values and Request for Payment forms to record each Change Order as a separate item of Work, and to record the adjusted contract price.
- B. **Contractors** shall revise the Construction Schedule to reflect each change in Contract Time approved by a Change Order.
 - 1. **Contractor's** shall revise sub-schedules to show changes for other items of Work affected by the changes.
- C. Upon completion of Work under a Change Order, enter pertinent changes in Record Documents (Refer to Section 01720 – Project Record Documents).

4.02 COST OF THE CHANGED WORK

- A. The "Cost of the Changed Work" shall be approved by the Barton Malow Company and shall mean the costs necessarily incurred by the **Contractor** in the proper performance of the Changed Work Such rates shall not be higher than those customarily paid at the place of the Project. The Cost of the Changed Work shall only include those items set forth below.

<u>WAGES OF LABOR</u>	Wages of construction workers directly employed by Contractor to perform the construction of the changed Work at the site
PAYROLL MARKUP	The amount approved by Barton Malow Company and Owner which covers the costs paid by the Contractor for taxes, insurance, contributions, assessments, and benefits required by law or collective bargaining

	agreements and for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays vacations and pensions, provided that such costs are based on the wages and salaries of labor performing the changed Work.
COST OF EQUIPMENT, MATERIALS, AND SUPPLIES	Costs of materials, equipment and supplies to be incorporated into the changed Work less all savings, discounts, rebates and credits accruing to the Contractor .
RENTAL CHARGES FOR EQUIPMENT NOT OWNED BY CONTRACTOR	Rental charges for equipment not owned by Contractor that is necessary for completion of the Changed Work. Rates and quantities rented must be approved in advance by Barton Malow Company.
TAXES	Sales or use taxes imposed by a governmental authority which are directly attributed to the changed Work and for which the Contractor is liable.
SUBCONTRACTOR COSTS	Payments made to the Subcontractors for proper execution of Changed Work, subject to the limits set forth in Subparagraph 3.01 B. above for overhead and profit.

B. In no event shall the Cost of Changed Work include:

1. Salaries or wages of persons other than those directly performing the changed Work, including **Contractor's** personnel stationed at the principal office;
2. Expenses of the **Contractor's** principal office and offices other than the site office, except as provided in section 3.01 A. above;
3. Overhead and general expenses of any nature, except as set forth in sections 3.01 A and 3.01 B.;
4. Capital expenses of **Contractor**, including interest on the **Contractor's** capital employed for the Changed Work;
5. Rental costs for machinery or equipment, except as allowed under section 4.02 A above, or tools of any kind, unless specifically identified and approved in advance in writing by Barton Malow Company;
6. Costs due to the negligence or failure to perform of the **Contractor** or its Subordinate Parties;
7. Costs designated in section 3.01 C as being included in Overhead and Profit; or
8. Any cost not specifically described under section 4.02 A above, or otherwise approved in advance and in writing by Barton Malow Company and Owner.

4.03 QUOTATION FORMAT

Based on the above, the following formula will be utilized by all of the Contractors.

Number of PCO - Quotation Only, F.O _____
 Date of PCO - Quotation Only, F. O. _____
 Description of Change _____

Cost of Changed Work

Labor:

Carpenter	(No. of Hrs. x Rate)	xxx.xx	
Labor	(No. of Hrs. x Rate)	xxx.xx	
Ironworker	(No. of Hrs. x Rate)	<u>xxx.xx</u>	
		xxx.xx	xxx.xx
Mark-up on labor @	____%	xxx.xx	

Equipment, Materials, Supplies:

Ace Hardware	xxx.xx	
Acme Products	xxx.xx	
Concrete Supplier	<u>xxx.xx</u>	
	xxx.xx	

Subtotal	xxx.xx	
OH&P @ [15] %	<u>xxx.xx</u>	
Subtotal (1)		xxx.xx

Subcontractor Costs

ABC Welding	xxx.xx	
XYZ Resteel	<u>xxx.xx</u>	
	xxx.xx	
Overhead Cost @ [5] %	<u>xxx.xx</u>	

Subtotal (2)		xxx.xx
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TOTAL QUOTATION AMOUNT

Work by Own Forces	xxx.xx (1)	
Work by Subcontractors	<u>xxx.xx</u> (2)	
Total Quotation	<u>xxx.xx</u>	

Contractor/Subcontractors are to provide backup and breakdown documentation of all work items and costs to the satisfaction of Barton Malow Company so that it may accurately approve and recommend payment of same to Owner.

END OF SECTION 01250

**SECTION 01290
PAYMENT PROCEDURES**

PART 1 - GENERAL**1.01 RELATED DOCUMENTS**

- A. Attention is directed to Bidding and Contract Requirements, and to Division 1, General Requirements, which are hereby made a part of this Section.

1.02 SUMMARY

- A. This Section describes the following requirements including:
1. Schedule of Values
 2. Application for Payment Process
 3. Reduction of Retention
 4. Payment for Materials Stored Off-site
 5. Waivers of Lien and Sworn Statements

PART 2 - PAYMENT PROCEDURES**2.01 SCHEDULE OF VALUES**

- A. Once the Agreement is awarded, each Contractor must submit a Schedule of Values for its entire Work to Barton Malow Company for approval. This Schedule of Values must be submitted either within fifteen (15) days of award or fifteen (15) days prior to the first payment application deadline (per the Application for Payment Schedule), whichever comes first. The Schedule of Values must include labor and material line items for each portion of the Work (larger portions of Work such as concrete, curtainwall, drywall, mechanical, and electrical shall be broken down by elevation, floor, and areas appropriate), the Contractor shall separate bond costs, and general conditions line items as appropriate.
- B. The Schedule of Values will be submitted in a format as prescribed by, and to the level of detail specified by, Barton Malow Company.
1. The sum of the parts of the Schedule of Values shall equal the contract price.
 2. The minimum level of breakdown and order on the application for payment will be:
 - a. Bond costs, if applicable
 - b. General conditions line item(s)
 - c. Division 1 cost breakdown as required
 - d. Costs associated with preparation of closeout paperwork and documentation
 - a. The following line items shall be included:
 - i. Closeout – equal to 2% of contract value, not to exceed \$25,000
 - ii. Cleanup – equal to 2% of contract value, not to exceed \$2,000
 - e. Major portions of the Work shall be broken down into **labor** and **material** line items for specific areas of the facility
 3. Schedule of Values items shall have a direct and understandable relation to the Project master construction schedule.
 4. Overhead and profit shall be listed as a separate line item on the schedule of values.

C. The Schedule of Values, unless objected to by Barton Malow Company, Owner or Architect, shall be the basis for the Contractor's application for payments.

- D. Barton Malow Company shall have the right to require the Contractor to alter the value or add/delete categories listed on the Schedule of Values at any time for the following reasons:
1. The Schedule of Values appears to be incorrect or unbalanced.
 2. A revision of the Schedule of Values is required due to the Contractor revising the sequence of construction or assembly of building components that in turn invalidates the Schedule of Values.
 3. Change Orders are issued to the Contractor and shall be incorporated into the Schedule of Values as a separate line item at the bottom of the Schedule of Values.
- E. The Contractor is required to correlate the documentation for payment of stored materials requested in the application for payment against the agreed upon breakdown of the Schedule of Values as described in Part 3 Payment for Stored Materials. Barton Malow Company reserves the right to not process the application for payment if this correlation has not been submitted in conjunction with the application.

2.02 APPLICATION FOR PAYMENT PROCESS

20TH OF MONTH - ROUGH DRAFTS DUE
25TH OF MONTH - FINAL APPLICATION CUT-OFF DATE

A. Step 1 JOB-SITE INSPECTION - DRAFT PAYMENT REQUEST

On or before the twentieth (20th) of the month, according to Barton Malow Company's Application for Payment Schedule, the Contractor shall have a representative visit the Project site. The Contractor's representative will walk the Project site with Barton Malow Company's representative. The Contractor is to invoice for Work from the twentieth (20th) of last month to the twentieth (20th) of the present month. The Contractor shall submit during the review, the itemized rough draft of the Application and Certificate for Payment (AIA Documents G702 and G703 Continuation Sheet) identifying the Work completed, if any, during the current calendar month; shall review same with Barton Malow Company and obtain a preliminary approved copy of the draft for official submission (See Step 2). Contractor's pay application shall only reflect Work completed through the date of submission. In no event will payments be authorized for forecasted Work. If the walk through occurs before the last day of the payment cycle, Barton Malow Company shall determine, in its sole discretion, the amount Contractor may invoice, if any, for Work scheduled to be in place by the last day of the payment cycle.

NOTE: No payment shall be issued to a Contractor for materials stored off-site unless supported by proper documentation as required by Barton Malow Company (upon advance notification of such requests only) as described in Part 3 Payment for Stored Materials.

Step 2 PAYMENT REQUEST PREPARATION/SUBMISSION

With the information agreed upon in Step 1, the Contractor will prepare a formal application for payment request. Four (4) originals of the request and four (4) originals of the sworn statements (see Part 4) must be submitted to Barton Malow Company's Site office on or before the twenty-fifth (25th) of the month, or as scheduled (see Section 01600 Application for Payment Schedule). Late or incomplete application packets will not be accepted. The payment request will be made on an Application and Certificate For Payment form (AIA documents G702 and G703). Copies of these forms are included in Section 01600 Forms. Before submitting these documents to Barton Malow Company, each request for payment must be signed by a duly authorized agent of the Contractor and notarized. The Contractor must include with each request for progress payment a waiver of lien for all previous payments, Contractor's sworn statement and any necessary backup data as described in Part 4, Waivers of Lien and Sworn Statements.

In addition, at submission of the final pay application Contractor shall provide unconditional final waivers of lien for all Subordinate Parties, as well as all documentation required under Section 01700 of the Project Manual – Contract Closeout and all additional back up data described in Part 4, Waivers of Lien and Sworn Statements. In requests for payment which follow the execution of a Change Order in excess of twenty-five percent (25%) of the Agreement price, Contractor must present a bond rider evidencing that the penal sum of any required payment and performance bonds have been increased to one hundred percent (100%) of the adjusted Agreement price, or such other percentage as set forth in Section 00200 of the Project Manual, Instructions to Bidders. Submission of the required back-up data is a condition precedent to payment.

Step 3 CHECK DISTRIBUTION

- A. Barton Malow will issue individual checks to each Contractor. The Contractor will receive the waiver of lien and will be required to sign the waiver before receipt of the check each month (see Part 4).
- B. The Contractor shall provide all supporting documentation substantiating the Contractor's right to payment as the Owner, Barton Malow Company and the Architect may require.

2.03 REDUCTION OF RETENTION

- A. Barton Malow Company shall be entitled to withhold ten (10%) percent of each payment due to a Contractor until Substantial Completion of the Contractor's Work. When fifty (50%) percent of the value of the Work has been satisfactorily completed, the Contractor may submit a **written request** to Barton Malow Company that no additional retainage be held throughout the balance of the Agreement. Barton Malow Company may grant or deny the request in its sole discretion, based upon its opinion of the progress and performance of the Contractor through the date of the request. If the request is granted and the Contractor's Work subsequently fails to meet contracted requirements, does not conform to Contract, or the Contractor does not meet its schedule commitments, the ten (10%) percent retainage shall be reinstated.
- B. The Contractor, when requesting a reduction of retention, shall submit to Barton Malow Company, an AIA G707, Consent of Surety to Reduction In or Partial Release of Retention form in Section 01600 Forms.
- C. Within thirty (30) days after Certificate of Substantial Completion has been issued for all portions of its Work, the Contractor's retention may be reduced to a sum as Barton Malow Company may determine is suitable to protect Barton Malow Company and the Owner for all incomplete Work and any unsettled claims.
- D. Notwithstanding the foregoing, payment of retention shall be subject to all other conditions precedent that apply to payment as set forth in the Contract Documents.

PART 3 - PAYMENT FOR MATERIALS STORED OFF-SITE

3.01 PAYMENT FOR MATERIALS STORED OFF-SITE

- A. The Contractor, if intending to use an off-site storage area or facility for stored materials, shall submit a written request to the Barton Malow Company and obtain approval prior to submitting the first application for payment as described in Part 2 Applications for Payment.
- B. Payments will be made for materials properly stored off site. Properly stored shall mean in an insured warehouse with the Owner and Barton Malow Company being named as insureds, and all material identified as property of the Owner. The Contractor is responsible for all associated off site storage costs, transportation, insurance, including insurance coverage for stored material, while in transit, unless Contractor obtains written documentation that the material is covered during transit under a Builder's Risk Policy applicable to the Project. Contractor shall provide Barton Malow Company and the Owner verification in writing for all material so stored.

Such materials shall be protected from diversion, destruction, theft, and damage to the satisfaction of Barton Malow Company, Owner and the Lender (if any), specifically marked for use on the Project, and segregated from other materials at the storage facility. The Contractor bears all risk of loss to materials and equipment stored off site.

- C. Contractors are to provide supporting documentation in the form of invoices, insurance policies, and any other pertinent documentation as requested by Barton Malow Company or Owner for items the items stored off-site. Documentation shall include the following:
- 1) Detailed description of the material including quantities that will serve as a material description for the billing and as information to file a claim with an insurance company.
 - a) Stored Materials - Each item must be identified as to manufacturer, model number, and serial number, if applicable, or other identifiers should be listed for each item. Each listing must be accompanied by invoices, shipping tickets, consent of surety, and any other applicable supporting documentation.
 - b) Stored Manufactured Building Materials - Each item must be identified as to type, manufacturer's number or designation, and should also list the number of cartons and the contents therein storage. Each listing must also be accompanied by supporting documents including all invoices, shipping tickets and consent of surety.
 - c) Stored Fabricated Materials - A listing specifying the number of pieces, items, and marks as may be applicable to the particular type of items. Photographs should accompany the request.
 - 2) Individual itemized costs of materials and the total cost value, which shall not exceed the Contractor's subcontractor or material supplier cost. The total cost value shall be supported by the Contractor's subcontractor or material supplier invoices for the stored material.
 - 3) Estimated cost value for those materials that are fabricated by the Contractor's subcontractor or material supplier.
 - 4) The location where the material is physically stored, including the warehouse address and storage location within the warehouse, such as bin number, aisle number or other designation. All material shall be segregated and marked.
 - 5) Copies of the insurance policies that cover the stored materials and that names Barton Malow Company and the Owner as insureds. The limit of the insurance policy shall be equal to or greater than the replacement value of the stored materials.
- D. When Applications for Payment include products stored off the Project Site or stored on the Project Site but not incorporated in the Project, for which no previous payment has been requested, a complete description of such product shall be attached to the application.
- E. Contractor shall submit a certificate of title listing the Owner's and Barton Malow Company's ownership in the off-site stored materials equal to the amount paid effective at the time funds are delivered.
- F. If the size, quantity, and/or type of material or product are such that a bonded warehouse is deemed unsuitable, then, with Barton Malow Company's approval, the Contractor may elect to pre-pay its subcontractor or supplier for certain material and products which are to remain on and be stored on that subcontractor/supplier's premises until needed by the Project. In such event, the Contractor shall enter into a security agreement with the subcontractor/supplier under which the Contractor shall be granted a security interest in and to all such material and products fabricated and/or to be supplied by the subcontractor/supplier for this Project and stored on the subcontractor/supplier's premises.

This Security Agreement shall be a part of the financing statement, which shall be presented to a filing officer for filing pursuant to the Uniform Commercial Code. All expenses incurred in obtaining this security agreement shall be at Contractor's sole cost and expenses, and shall not accrue to the Owner, Barton Malow Company, Architect, nor the Project. A copy of each and every security agreement shall be filed with Barton Malow Company with the first Application for Payment which requests payment for such material or products.

- G. All payment requests for off-site stored materials must be accompanied using the "Payment Request for Stored Materials" and a "Subcontractor Affidavit for Stored Materials" form in Section 01600 Forms. Payment requests for stored materials not complying with the foregoing requirements will not be approved. Contractors are to notify the Barton Malow Company in ample time to conduct verification procedures.
- H. Contractors may not apply the cost of materials stored off-site towards a reduction in the retention amount.
- I. Representatives of Barton Malow Company, Owner and the Lender (if applicable) shall have the right to make inspections of the storage areas at any time.

PART 4 - WAIVERS OF LIEN AND SWORN STATEMENTS

4.01 WAIVERS OF LIEN

- A. The Contractor's first Application for Payment (see Part 2 Applications for Payment) will be based upon 100 percent of the value of Work installed. The first payment, amounting up to 90 percent of application, will be made to the Contractor without supporting documentation. Subsequent Applications for Payment must be accompanied by lien waivers from the Contractor, its Subordinate Parties or receipted invoices covering payment to the Contractor for previous calendar month period. Lien waivers must be unconditional and must show the amount paid.
- B. An "Acknowledgment of Payment and Partial Unconditional Release" (see Section 01600 Forms) will be printed and distributed with the check to each Contractor by Barton Malow Company for payment of the previous month's application. The Waiver of Lien is to be signed by an authorized representative of the Contractor. Under no circumstances will payment be released until the completed "Acknowledgment of Payment and Partial Unconditional Release" has been submitted and signed by the Contractor from the previous month.
- C. Final payment will not be made until a "Final Release Subcontractor/Material-man" (see Section 01600 Forms) has been submitted. This will also be distributed by the Barton Malow Company for Contractor signature and must be returned by the Contractor. The Final Release must be signed by an authorized representative of the Contractor must be notarized.
- D. Final unconditional waivers will be required for all of Contractor's Subordinate Parties listed on Contractor's sworn statement. These final waivers must be submitted along with the final release, before payment can be made.

4.02 SWORN STATEMENTS

- A. The appropriate number of original "Sworn Statements" (see Section 01600 Forms) must be completed to the satisfaction of Barton Malow Company, signed and notarized by an authorized representative of the Contractor and submitted with the Contractor's Application for Payment (see Part 2) monthly to the Barton Malow Company.
- B. The Contractor's Subcontractor's sworn statements, waivers and other supporting documentation will be required with each pay application.

END OF SECTION 01290

**SECTION 01310
MEETINGS****PART 1 - GENERAL****1.01 RELATED DOCUMENTS**

- A. Attention is directed to Bidding and Contract Requirements, and to Division 1, General Requirements, which are hereby made a part of this Section.

1.02 DESCRIPTION OF REQUIREMENTS

- A. The Barton Malow Company shall schedule, chair, and administer all periodic meetings throughout the progress of the work for the purpose of coordinating and expediting the Work. Such meetings shall be held at the job site bringing together responsible representatives of active Contractors for the purpose of planning, assessing progress and discussing problems of mutual concern. Each Contractor, and its Subordinate Parties' representative attending the meetings shall be authorized to act on behalf of and make decisions/commitments for the entity each represents, the decisions made at the meetings and each Contractor who should be in attendance will be held responsible for information and directions given at the meeting.
- B. The Barton Malow Company will prepare and distribute the minutes of all meetings, if Barton Malow Company determines minutes are required. If the attendees do not object in writing to any part of the meetings within ten (10) days of distribution of the minutes, the minutes shall be accepted as written.
- B. The scope of meetings include, but are not limited to:
1. Preconstruction Meeting
 2. Job Progress/Coordination Meetings
 3. Other Meetings

PART 2 - TYPES OF MEETINGS**2.01 PRE-CONSTRUCTION MEETING (KICK-OFF)**

- A. A Preconstruction (kick-off) meeting will be conducted with representatives of all the Contractors within thirty (30) days after the Agreement is awarded at the jobsite or as designated by the Barton Malow Company. The agenda may include:
- a. Discussion on major subcontracts and suppliers
 - b. Major and/or critical work sequencing regarding the project schedule
 - c. Project coordination and designation of responsible personnel
 - d. Procedures and processing of field instructions, requests for proposal, submittals, change orders, applications for payment, etc.
 - e. Quality assurance/control issues
 - f. Adequacy of distribution of contract documents
 - g. Procedures for maintaining record documents
 - h. Use of premises, office, work and storage areas and other Barton Malow Company requirements
 - i. Construction facilities/temporary utilities
 - j. Safety and security procedures
 - k. Other administrative procedures
 - l. Review of Owner expectations

2.02 JOB PROGRESS/COORDINATION MEETINGS

A. On-site project coordination/progress meetings will be held on a bi-weekly basis or as appropriate throughout the life of the Project. The Barton Malow Company will set the agenda for the Project progress meeting. At a minimum, each Contractor shall be prepared to discuss the following:

- a. Actual vs. scheduled progress for the prior two-week period
- b. Planned construction activities for the next four weeks
- c. Problems with, revisions to and corrective measures and procedures to regain the construction schedule, if required
- d. Review of off-site fabrication, delivery schedules
- e. Document clarification requests
- f. Coordination items with other Contractors
- g. Changes in the work affecting cost and/or time
- h. Submittals and shop drawings
- i. Field observations, problems, and conflicts
- j. Quality control issues and non-conformance resolutions
- k. Safety issue

2.03 OTHER MEETINGS

A. **QUALITY ASSURANCE MEETINGS** - Barton Malow Company may conduct quality assurance/quality control meetings as necessary during the progress of the Work. Barton Malow Company will set the agenda for the quality meeting. At a minimum, the Contractor shall be prepared to discuss the following:

- a. Testing and inspection procedures
- b. Tolerance requirements
- c. Quality samples
- d. Reporting of non-conformance items
- e. Corrective actions assigned
- f. Disposal of non-conforming items
- g. Job procedures

B. **SAFETY MEETINGS** - Refer to Section 00810 Safety and Loss Control Program for more information.

C. **INSPECTIONS TOURS** - Formal inspections/tours may be made of the Project progress by the Owner, Architect, local, state or federal officials, insurance representatives, or others as the occasion warrants and as scheduled by Barton Malow Company. If requested by Barton Malow Company, each Contractor shall be prepared to show and explain Work throughout the building to the inspecting parties, in addition to providing Work in compliance with these inspections.

D. **CHANGE REQUEST MEETINGS** - Upon issuance of a major Proposal Request (a.k.a. bulletin), Barton Malow Company may conduct a meeting as necessary with all significant Contractors to review its contents and determine cost, delivery and schedule impacts. At a minimum, the Contractor shall be prepared to discuss the following:

- a. Impact of out-of-sequence work
- b. Identification of pertinent long-lead material and system impact
- c. Alternative recommendations
- d. Evaluation of approximate cost magnitude
- e. Evaluation of impact on completion
- f. Alternate sequencing
- g. Due date for Contractor pricing and scheduling impact

END OF SECTION 01310

**SECTION 01320
COMMUNICATIONS**

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Attention is directed to Bidding and Contract Requirements, and to Division 1, General Requirements, which are hereby made a part of this Section.

1.02 SUMMARY

- A. This Section describes the following requirements including:
 1. Contractor Correspondence
 2. Contractor's Daily Report
 3. Request for Information (RFI)

1.03 SUBMITTALS

- A. Submittals shall be submitted based on each technical specifications section. Submittals containing information about more than one specification section will be returned for re-submittal. When the specifications call out specific materials, products or devices with model numbers, which the Contractor intends to use for the work, the Contractor can submit the Material Compliance Submittal form (found at the end of Section 01330). This form is to be signed by an officer of the company and notarized by a Certified Notary Public in the State of Michigan within fifteen (15) days of award of the contract. List all specified materials, products, etc. (with specific model numbers, series, type, etc.) certifying that the Contractor commits to using these products or materials as specified for their scope of work. **No Substitutions!** This certification letter will negate the need to provide individual submittals for these materials, products, devices. Contractor will provide information to allow proper coordination including electrical, mechanical connections and size, weight data.

PART 2 - METHODS OF COMMUNICATION

2.01 CONTRACTOR CORRESPONDENCE

- A. All field and/or construction correspondence and/or communications must be directed through Barton Malow Company **1301 Boyd, Troy, MI 48083** and should list the following as appropriate:

Project: **Troy School District, 2004 Bond Program**
BP/LA Science Room Casework
Bid Package # 9488

Additional Project Designations required on some forms:
 Barton Malow Company Project Number: **041049**
 Architect's Project Number: **#2643-29**
 Bid Package and Category Number **Bid Pack #9488**

Subject: Clearly indicate subject matter of correspondence

2.02 CONTRACTOR'S DAILY REPORT

- A. Each **Contractor** will prepare and distribute daily to Barton Malow Company a comprehensive daily report and maintain it during the entire project period. The daily report shall be submitted to Barton Malow Company's superintendent by the end of the day for that day's Work.

- A. Each **Contractor** is responsible for specifically alerting Barton Malow Company to items which could result in claims or delays. **The daily report shall include the following as a minimum:**
- * **Manpower by trade**
 - * **Weather**
 - * **List of visitors**
 - * **Detailed description of work being performed with specific location, floor, and all other pertinent information**
 - * **Situations or circumstances which could delay work or give causes for delays or claims for extension or added costs**
 - * **Instruction of information requested**
 - * **Accidents, injuries, and incidents**
 - * **Materials received with attached material receipts**
 - * **Major equipment arrivals/departures**
- B. Each **Contractor** may provide its own daily report if it covers the same issues as addressed in Barton Malow Company's Contractor Daily Report form. The suggested Contractor Daily Report form will be provided to the **Contractor** and is in Section 01600 - Forms.

2.03 REQUEST FOR INFORMATION (RFI)

- A. The Request for Information (RFI) is in Section 01600 Forms.
- B. In the event that a clarification is required due to a question raised by the **Contractor** pertaining to the Contract Documents, the **Contractor** shall submit a Request for Information (RFI) to the Barton Malow Company, which will be forwarded to the Architect.
- C. The Architect will return the RFI to Barton Malow Company as expeditiously as possible with its reply. In some instances, the Architect may issue its reply to the RFI on other documents, in which case, the RFI will simply reference these documents.
- D. The RFI will be returned to the **Contractor** by Barton Malow Company. The **Contractor** is responsible to give proper notice as set forth in the Contract Documents if a response will cause the **Contractor** to incur additional expense or expend additional time which could impact the schedule. If extra work or an additional cost may exist due to the clarification, Barton Malow Company may issue a PCO- Quotation Only or PCO- Notice to Proceed to the **Contractor** as described in Section 01250 Changes in the Work of the Project Manual.

END OF SECTION 01320

**SECTION 01330
SUBMITTALS****PART 1 - GENERAL****1.01 RELATED DOCUMENTS**

- A. Specific attention is directed to all Bidding and Contract Requirements, and to Division 1, General Requirements, which are hereby made a part of this Section and relate to various submittals required to be submitted to Barton Malow Company for the Project.
- B. Submit to Barton Malow Company: Shop Drawings, Certifications, Product Data, Samples, Tests, and all other submissions required by the Architect's technical specifications. Refer to each specification section for specific submittal requirements.

1.02 SUMMARY

- A. This Section describes the following requirements including:
 - 1. Scope
 - 2. Submittal Register
 - 3. Submittal Requirements
 - 4. Submittal Process and Responsibilities
 - 5. Re-submission Requirements

1.03 SCOPE

- A. Where requirements of this Section vary from the requirements of the General Conditions, this Section's requirements shall take precedence.
- B. Barton Malow Company will prepare and submit a submittal register/schedule for Contractor's use in preparing submittals required for the Project. Contractors shall complete the submittal schedule/register showing the dates for submission, lead times required and their expected delivery dates. Submittals received on the date scheduled will be processed as specified. Contractor is responsible to provide all submittals required under the Contract Documents, whether or not listed in the submittal register. Barton Malow Company/Owner/Architect **will not** be held responsible for delays due to receiving submittals after the date indicated in the Contractor's submittal schedule.
- C. The Architect will review the submittals within (10) working days after receipt in the Architect's office. Submittals that must be reviewed by the Architect's consultants will be reviewed within fifteen (15) working days. The Architect or his consultant will be checking only for conformance with the design compliance of the Project and compliance with information given in the Contract Documents. Submissions that are large or of multiple submissions or requires detailed or lengthy review by the Architect or his consultant may require additional time. Submissions for products or material that require a long lead time for delivery shall be noted as such and marked "Top Priority" so the architect may expedite the process.
- D. Submittals shall be submitted based on each technical specification section. Submittals containing information about more than one specification section will be returned for re-submittal. When the specifications call out specific materials, products or devices with model numbers, which the Contractor intends to use for the work, the Contractor can submit the Material Compliance Submittal form (found at the end of Section 01330). This form is to be signed by an officer of the company and notarized by a Certified Notary Public in the State of Michigan within **fifteen (15)** days of award of the contract. List all specified materials, products, etc. (with specific model numbers, series, type, etc.) **CERTIFYING THAT THE Contractor commits to using these products or materials as specified for their scope of work. No Substitutions!** This certification letter will negate the need to provide individual submittals for these

materials, products or devices. Contractor will provide information to allow proper coordination including electrical, mechanical connections and size, weight data.

- E. Compliance Certificate: Refer to the attached Compliance Certificates (immediately following this section) for submissions document to be used by the contractor to indicate the product/devices intended for use in this project without the need for a formal shop drawings submittal. Items listed on this certificate are to be approved products indicated in the specifications. With the submission and approval of this document **NO FURTHER SUBMITTALS ARE REQUIRED** for the indicated specification section on the certificate, except as follows:
- a. Submittals for color selection or color verification are required along with the Compliance Certificate.
 - b. Mock ups of assemblies are required where specified.
 - c. Shop drawings showing layout or assemblies are required where specified

The following specification sections are subject to this certificate:

None

- E. No shop drawings, product data, or samples will be accepted by Barton Malow Company until Subordinate Parties have been approved.
- F. Coordination: Each Contractor shall coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.
1. The Contractor, by providing the submittal assures the Owner, Architect and Barton Malow Company that the product or system submitted is available and deliverable in accordance with the schedule requirements.
 2. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals and related activities that require sequential activity.
 3. Coordinate transmittal of different types of submittals for related elements of the Work so processing will not be delayed by the need to review submittals concurrently for coordination.
 4. Barton Malow Company reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
 5. Coordinate each submittal as required with all trades and with all public agencies involved.
 6. Secure all necessary approvals from public agencies and others; signify by stamp or other means that all required approvals have been obtained.
- G. Category Format Process: Submittals for this Project will be classified and managed using the following categories.

Category 1 - A submittal that establishes a level of quality by complying with the manufacturer and manufacturer's designated identifier as called for in the Contract Documents. Provide a "Letter of Compliance" committing to the use of specified components.

For record purposes, as part of the Letter of Compliance (or subsequently providing) a listing of those components will actually used or to be used. The Architect will only respond to the Letter of Compliance if something is wrong. This letter of compliance is contractually binding.

Category 2 - A submittal that represents a number of components assembled to represent a specific project need, or standard components that require modification to also meet a specific Project need. Individual submittals that completely represent their intent of the Contract Documents are required for this category. This type of submittal will be processed in a manner through the typical circle. A Contractor to Barton Malow Company or Architect to Barton Malow to Contractor.

Category 3 - A submittal that confirms compliance with governmental, industry or otherwise specified standard and/or requirements. Required is a Letter of Compliance committing the Contractor to obtain for record and/or otherwise be responsible for meeting the requirements of the contract documents. The Architect will only respond to the Letter of Compliance if something is wrong. This letter of compliance is contractually binding.

After the Award of Agreement, Barton Malow Company will provide the Contractor with a listing of submittal items.

Designation of Category 1 or 3 does not relieve the Contractor from providing the appropriate detailed documentation to Barton Malow Company and to other trades for the purpose of coordination of Work.

PART 2 - SUBMITTAL REGISTER

2.01 SUBMITTAL REGISTER/SCHEDULE

- A. Barton Malow Company shall prepare and submit a listing of all items requiring submission, organized by specification section number, including the required close-out document submission recipients.
- B. Submittal listings may include such items as:
 1. Contractor's, or Subordinate Parties shop drawings.
 2. Descriptive submittal types including, but not limited to:
 - a. catalog cuts/product data
 - b. diagrams
 - c. operation charts or curves
 - d. test reports
 - e. samples
 - f. operations and maintenance manuals, including parts list
 - g. certifications
 - h. warranties/guarantees
 - i. other close-out documentation required
 3. The Contractor's submittal register returned to Barton Malow Company shall include as a minimum:
 - a. Submittal type and breakdown by specification section number of how the Contractor intends to submit the individual submittals for review (according to an intended sequence, area, etc.)
 - b. Scheduled date for initial submittal of item
 - c. Days required after return of approved submittal(s) to fabricate and deliver the specific item to the site (if applicable).
 4. Barton Malow Company shall have the right to require the Contractor to add and/or delete items on the submittal register at any time.
 5. Adequate time (approximately 3 weeks) shall be allowed for review and approval and possible re-submittal of any item subject to approval. No delay damages or time extensions will be allowed for time lost in late submittals or re-submittals.

6. The submittal register shall be coordinated with the schedule of values to insure delivery and payment requests are projected accurately. The Barton Malow Company will not be responsible for failure of the Contractor to properly schedule the process of material/product design, submittal, review, fabrication, delivery, storage and installation.
- C. **The submittal register will become a part of the Agreement and the Contractor will be subject to requirements thereof.**
- D. Each Contractor shall carefully coordinate preparation and processing of submittals to the performance of the Work so the Work will not be delayed by submittals. Coordinate and sequence different categories of submittals for the same Work and for interfacing units of Work, so that one will not be delayed by the coordination of the Architect's review with another. Drawings of component items forming a system or that are interrelated shall be correlated and submitted concurrently. Certifications to be submitted with the pertinent drawings shall be so scheduled.
- E. Furnish approved copies of shop drawings, diagrams, templates, catalog cuts, technical data, etc. to other Contractors in other related Work designated by Barton Malow Company for the purposes of coordination of this Work.
- F. If a Contractor does not submit the required submittal by the date marked on the submittal register, the Contractor will be subject to a \$20/hr engineering fee back charge. This fee is established ONLY to ensure timely submission of submittals.

PART 3 - SUBMITTAL REQUIREMENTS

3.01 GENERAL

- A. Each submittal shall show Contractor's review stamp, with handwritten signature, certifying review of the submittal, verification of field measurements and compliance with the Contract Documents.
- B. Each submittal shall be accompanied with a Barton Malow Company Submittal Transmittal Form. A Submittal Transmittal Form will be provided to the Contractor See Section 001600 Forms. The following information shall be furnished by the Contractor on the submittal transmittal form:
 1. Date
 2. Project name and Architect's and the Barton Malow Company's project number
 3. Names and Address of:
 - a. Architect
 - b. The Barton Malow Company
 - c. Contractor
 - d. Subcontractor (if applicable)
 - e. Supplier
 - f. Manufacturer
 4. Identification of product or material
 5. Technical Section number, clearly identified. On multiple submittals, a separate transmittal should be completed for each specification section on items being submitted.
 6. Reference to construction drawings by drawing number
 7. The quantity of each Shop Drawing, Product Data or Sample submitted
 8. Notification of deviations from Contract Documents
 9. Other pertinent data
 10. LEED Requirements, including Post Consumer Recycling Content, Post-Industrial Recycled Content, Material Cost, and Distance from manufacturing point to jobsite, of Rapidly Renewable Content.

Submittals not so transmitted will be returned un-reviewed. Re-submissions shall be so noted on the transmittal.

C. Unless noted otherwise on the submittal, all submissions will be considered to be "as specified."

3.02 REQUIRED QUANTITIES OF SUBMITTALS

A. The following number of originals and copies will be required for each type of submittal:

<u>Submittal Type</u>	<u>Submit</u>
1. Manufacturer's, supplier's or Contractor's shop drawings	<u>5</u> Sets
2. Manufacturer's catalog sheets, product data, brochures, diagrams, schedules, performance charts, etc.	<u>5</u> Copies
3. Samples	<u>4</u> Samples (unless a specific number is required by specification)
4. Certifications	<u>2</u> Copies
5. Warrantees/Guarantees	<u>2</u> Copies
6. Test Reports	<u>2</u> Copies
7. Operating and Maintenance Manuals/Data	<u>2</u> Copies

B. Following review by the Architect, documents will be distributed as follows:

1. One copy to be retained by the Architect
2. One copy to be sent to Owner/Architect
3. One copy each of original and reviewed submittal to be retained by Barton Malow Company
4. Sepias and all remaining copies to be returned to Contractor

3.03 SUBMITTAL IDENTIFICATION

A. This paragraph is included to explain the method for submittals identification using Section 08710. Finish Hardware and the Finish Hardware Schedule as an example.

B. The Contractor shall assign submittal designations utilizing the following format and system.

C. The number for the first shop drawing submitted under that Section would be 08710-1A, the "1" designating that this is the first submittal under Section 08710; and the "A" "signifying" that it is the first time a "finish hardware" schedule has been submitted to the Architect's office. If this "finish hardware" submittal is marked "rejected-resubmit", the re-submittal would retain the 08710-1 but "A" would be changed to 08710-1"B" to designate re-submittal; the next re-submittal 08710-1"C", etc. until this "finish hardware" item is approved.

D. The second "finish hardware" submittal (door alarms) sent to the Architect's office for the first time would be 08710-2A, etc.

PART 4 - TYPES OF SUBMITTALS

4.01 SHOP DRAWINGS

- A. Submit Shop Drawings as single copies in the form of positive printing reproducible transparencies (commonly called sepia prints) suitable for reproduction use on dry print diazo type machines and the required number of blue lines. Sepia prints which cannot be reproduced will be returned to the Contractor for re-submittal.
- B. Provide Shop Drawings as complete submittals (no partial sets) on original drawings or information prepared solely by the fabricator or supplier. In no instance shall the Contract Drawings be reproduced for Shop Drawing submittals.
- C. Sheet sizes shall not exceed the size of the Contract Drawings or smaller than 8-1/2" X 11".
- D. Each sepia print shall have blank spaces large enough to accept two (2) 3" x 6" review stamps of the Contractor, the Barton Malow Company, and the Architect.
- E. Each sepia print shall carry the following information:
 - 1. Project name, Architect's and Barton Malow Company's project number.
 - 2. Date and Revision Dates.
 - 3. Names of and Address' of:
 - a. Contractor
 - b. Supplier
 - c. Manufacturer
 - 4. Identification of product or material.
 - 5. Relation to adjacent structure or materials.
 - 6. Field dimensions, clearly stated as such.
 - 7. Technical Section number.
 - 8. Applicable standards such as ASTM or Federal Specification.
 - 9. Identification of deviations from Contract Documents.
 - 10. Reference to construction drawings by drawing number and/or detail number.
- F. Submit sepia prints without folds either as flat sheets if size permits, or rolled in tubes.

4.02 PRODUCT DATA

- A. Product Data such as catalog cuts, brochures or manufacturer's preprinted sheets may be submitted in lieu of sepia prints if adequately identified. Submit the required number of copies of product data to the Barton Malow Company.
- B. Modify Product Data sheets to delete information that is not applicable to the Project. Provide additional information if necessary to supplement standard information.
- C. Product Data Sheets that are submitted with extraneous information not deleted and/or modified will be returned without review to the Contractor for re-submittal.

4.03 SAMPLES

- A. Provide physical Samples to illustrate materials, equipment or workmanship, and to establish standards by which completed work may be judged as required by the technical section.
- B. Provide Office Samples in sufficient size and quantity to clearly illustrate full range of colors, textures, etc. available and the functional characteristics of the product or material.
- C. Erect Field Samples or mock-ups as required by the technical sections and/or Barton Malow Company at the Project site in a designated location by Barton Malow Company. Construct field samples complete, including Work of all trades required in finishing the Work. Provide Field Samples at the

request of the Architect and/or Barton Malow Company where construction materials and/or methods deviate from the requirements of the intent of the Contract Documents or conventional construction practice.

4.04 CERTIFICATIONS

- A. Provide certifications as required by various technical sections on the Contractor's letterhead stationary. (See item D of Section 1.03 SCOPE.)
- B. Certifications shall clearly identify the materials in reference and shall state that the material and the intended installation methods, where applicable, are in compliance with the Contract Documents for this project. Attach manufacturer's affidavits where applicable.

4.05 WARRANTIES/GUARANTEES

- A. Provide warranties and/or guarantees as required by the various technical sections and other Contract Documents on the Contractor's letterhead in accordance with the requirements in Section 01740.

4.06 OPERATING AND MAINTENANCE MANUALS

- A. Provide operating and maintenance manuals/data as required by the various technical sections in accordance with the requirements in Section 01730.

PART 5 - SUBMITTAL PROCESS AND RESPONSIBILITIES

5.01 CONTRACTOR'S RESPONSIBILITIES

- A. Before making submittals to Barton Malow Company, review each submittal, make changes or notations as necessary to conform to the Contract Documents, identify such review with review stamp and forward reviewed submittal with comments to Barton Malow Company for review. Return submittals not meeting contract requirements to Subordinate Parties and do not forward such submittals to Barton Malow Company.
- B. Verify field measurements and product catalog numbers or similar data.
- C. Notify the Barton Malow Company and Architect, in writing at time of submission, of deviations in submittals from the requirements of the Contract Documents.
- D. After the Barton Malow Company's and Architect's review, within one (1) week of receipt distribute copies to other Contractors and supplier/fabricators with one copy to be maintained at the Project Site for reference use.
- E. Do not begin Work which requires submittals until return of submittals with Barton Malow Company's and Architect's stamp and initials indicating review.
- F. Contractor's responsibility for errors and omissions in submittals is not relieved by Barton Malow Company's or Architect's review of submittals.
- G. Contractor's responsibility for deviations in submittals from requirements of Contract Documents is not relieved by Barton Malow Company's or Architect's review of submittals unless Barton Malow Company and Architect give written acceptance of specific deviations.

5.02 BARTON MALOW COMPANY'S RESPONSIBILITIES

- A. Barton Malow Company will administratively review all submittals and coordinate them with information contained in related documents. Barton Malow Company's review is for general administrative purposes only and neither this review, nor any subsequent approval by Barton Malow Company of a submittal, shall relieve Contractor from its obligations to comply fully with the Contract Documents.
- B. Barton Malow Company will return to the Contractor, without review, all submittals not bearing the Contractor's review stamp or not showing it has been reviewed by the Contractor.
- C. Barton Malow Company will make changes or notations directly on the submittals, identify such review with its review stamp, sign and forward acceptable submittals to the Architect.
- D. After the Architect's review, Barton Malow Company will forward submittals to the Contractor and retain one copy. Contractor shall distribute copies with one copy to be maintained at the Project Site for reference use and other copies distributed to suppliers/fabricators. Contractor shall supply copies of reviewed submittals to Barton Malow Company in sufficient quantity to allow proper coordination of the Work.

5.03 ARCHITECT'S RESPONSIBILITIES

- A. Architect will review submittals within ten (10) working days after receipt in the Architect's office. Submittals that must be reviewed by the Architect's consultants will be reviewed within fifteen (15) working days. The Architect or his consultant will be checking only for conformance with the design compliance of the Project and compliance with information given in the Contract Documents. Submissions that are large or of multiple submissions or required detailed or lengthy review by the Architect or his consultant may require additional time. Submissions for products or material that require a long lead time for delivery shall be noted as such and marked "Top Priority" so the architect may expedite the process.
- B. Architect will return to Barton Malow Company without review any submittals not bearing the Contractor's or Barton Malow Company's review stamp or not showing that it has been reviewed by the Contractor and Barton Malow Company.
- C. Architect will make changes or notations directly on the submittal, identify such review with its review stamp, obtain and record Architect file copy and return the submittal to Barton Malow Company.
- D. Submittals shall be identified and submitted by individual technical specification sections only.
- E. Kingscott Associates, Inc. will provide, for a fee, electronic data files compatible with AutoCAD 2000 for contractors' convenience and use in the preparation of shop drawings. Immediately following this section is the Request Form for electronic data. This request shall be directed to Barton Malow. Prior to the release of electronic files, the Architect will require a signed waiver of release and payment of the fee.

Approximate Fee Schedule: Fee varies depending on size, type of work, and discipline. Please contact Penny Mitchell at Kingscott (269-381-9440).

5.04 RE-SUBMISSION REQUIREMENTS

- A. For Shop Drawings:
 - 1. Review initial drawings as required and submit as specified for initial submittal.
 - 2. Indicate on drawings all changes which have been made other than those requested by Barton Malow Company or Architect.

B. For Product Data and Samples:

1. Resubmit new data and samples as required for initial submission.

END OF SECTION 01330

**SECTION 01360
COORDINATION (GENERAL)**

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Attention is directed to Bidding and Contract Requirements, and to Division 1, General Requirements, which are hereby made a part of this Section.

1.02 COORDINATION OF WORK/COOPERATION

- A. Each **Contractor** shall recognize the complex nature of the Project, the sequential nature of contracts and the concurrent and ongoing operations of the Owner and other **contractors** with the Work of this Project. All **Contractors** are required to review, discuss and coordinate their Work with the Work of other **contractors** as well as Barton Malow Company with regard to sequence, timing, built-in Work and equipment, layout, location, 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. Since the Work of each **Contractor** will depend upon interface with the Work of other **contractors**, changes in the scheduling, procedures, Work or Project conditions of a **Contractor** may affect the scheduling procedures, Work or Project conditions of other **contractors**.
- B. Each **Contractor** shall coordinate construction operations in various sections of the technical specifications to assure efficient and orderly installation of each part of the Work that depends on each other for proper installation, connection, fit and operation. Each **Contractor** shall:
1. Schedule operations in the sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 2. Coordinate installation of different components to assure maximum accessibility for required maintenance, service and repair.
 3. Make provisions to accommodate items scheduled for later installation.
 4. Provide to all other trades all information (drawings, diagrams, templates, embedments, etc.) necessary for the coordination of the Work.
- C. The completion of the Project within the prescribed time is dependent upon the close and active cooperation and open discussions of all those involved, therefore, it is expressly understood and agreed that each **Contractor** shall layout and install its 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 relieve **Contractor** from its responsibility for coordination, supervision, or scheduling and direction of the Work.
- D. **Contractors** are to report in a prompt manner any interferences, discrepancies or incompatibilities discovered to Barton Malow Company, whose decision as to the **Contractor** at fault and as to the manner in which the matter may be resolved, shall be binding and conclusive on **Contractors** involved. Barton Malow Company may direct layout/ location changes as required to make the entire work fit together. Reasonable changes of this nature will not entitle any **Contractor** to an increase in contract price.
- E. Failure of a **Contractor** to notify other **contractors** and Barton Malow Company of a potential interference, incompatibility, or discrepancy and any failure to coordinate Work with that of other **contractors** prior to installation and/or fabrication shall be at the **Contractor's** risk.

- F. Due to the nature of the Owner's existing areas, the sequence of Work must be scheduled and coordinated with the Owner's ongoing operations to minimize disruptions and/or disturbances to the Owner's Work and at all times shall remain as secondary to the Owner's Work. Each segment of the Work shall be coordinated with Barton Malow Company prior to proceeding.

END OF SECTION 01360

**SECTION 01400
QUALITY REQUIREMENTS**

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Attention is directed to Division 0, Bidding and Contract Requirements, and to Division 1, General Requirements, which are hereby made a part of this Section.
- B. Specific attention is directed to the requirements described in Section 01450 Testing and Inspection Services.

1.02 DOCUMENT CONTROL PROCEDURE

Each Contractor is to provide Barton Malow Company its document control procedure to include drawing submittals and surveillance. In the absence of such a procedure, the Contractor will use the following procedure for document control.

“A log is maintained identifying the drawing revision status, issue date and distribution (internal and external). The transmittal issuing the changed documents will indicate what changes are made and indicate that the documents are approved for use. Contractor meetings include a review of approved drawings. The review is documented in the meeting minutes. Superintendent surveillance activities include monitoring Contractor drawing use.”

1.03 QUALITY CONTROL

- A. Each Contractor is responsible to provide the Owner with a completed quality product for its Work. Each Contractor shall be responsible for any costs associated with re-testing and re-performing the Work as a result of the Contractor's poor performance or workmanship or other failure to comply with the Contract Documents.
- B. All Work shall be done by persons qualified in their respective trades, and the workmanship shall be first-class in every respect. Each Contractor is responsible for ensuring employees are appropriately trained. All materials and equipment furnished shall be the best of their respective kinds for the intended use and unless otherwise specified, same shall be new and of the latest design.
- C. The Contractor shall provide Barton Malow Company, Owner and Architect access to the Work in preparation and progress wherever the Work is located at all reasonable times.
- D. Barton Malow Company and the Architect will have the authority to reject Work that does not conform to the Contract Documents or may require special inspection or testing, whether or not such Work is to be then fabricated, installed or completed. The Architect shall make all decisions with respect to questions concerning the quality or fitness of materials, equipment and workmanship.
- E. Failure by a Contractor to conduct its operations, means and methods and coordinate proper sequencing of the Work may cause the Barton Malow Company to withhold payment or any other means deemed necessary to correct non-conforming Work.
- F. The Barton Malow Company may/will employ without cost to the Contractors, a testing firm to perform such engineering laboratory services and on-site inspection as deemed necessary by the Owner, Barton Malow Company and/or the Architect to determine compliance with the requirements of the Contract Documents. This Work will not be a service to the Contractors for the performing of tests and checking of materials required of the Contractors.

- G. The testing firm will report directly to the Barton Malow Company. Copies of test and inspection reports will be furnished to the appropriate Contractors. The laboratory and its representatives will be instructed to promptly call to the attention of the Contractor, any instance of non-compliance with the requirements of the Contract Documents. Failure to so notify the Contractor shall not relieve the Contractor of any of its responsibilities for compliance or making good workmanship or materials, which are not in compliance with the requirements of the Contract Documents.
- H. Each Contractor shall cooperate with the testing firm and provide labor to assist with sample preparations where applicable.

1.04 NOTICE OF NON-CONFORMANCE

- A. Barton Malow Company may conduct observations/evaluations of the Contractor's Work. Barton Malow Company and/or Architect's reviews do not relieve the Contractor from compliance with the Contract Documents or necessary corrections for deficiencies thereof. Contractors whose Work does not meet the standards set by the Contract Documents will be notified by representatives of the Barton Malow Company using a Notice of Non-Conformance Form. The Contractor, upon receipt of the Notice of Non-Conformance, shall complete and return the form and provide the corrective actions necessary in a timely manner as outlined on the Notice of Non-Conformance.
- B. Control of nonconforming product: The Contractor shall establish and maintain documented procedures to ensure that product that does not conform to specified requirements is prevented from unintended use or installation. This control shall provide for identification documentation, evaluation, segregation (when practical), disposition of nonconforming product, and for notification to the functions concerned.
- C. Review and disposition of nonconforming Work: Nonconforming product shall be reviewed in accordance with documented procedures. It may be
 - a) reworked to meet the specified requirements,
 - b) accepted with or without repair by concession,
 - c) regraded products for alternative applications, or
 - d) reject or scrap and dispose of nonconforming work and replace
- D. The **Corrective Action Report (CAR) (CON 18.2)** is in Section 01600 Forms.

1.05 CONTRACTOR PERFORMANCE EVALUATION

- A. Barton Malow Company will be evaluating Contractor's performance and will provide feedback during the life of the Project, on Contractor's performance, for the purpose of improving Barton Malow Company's Contractor selection process for future project endeavors.
- B. Contractors will be requested to evaluate and provide feedback to Barton Malow Company on ways for improve on processes affecting the Contractors. None of these evaluations or feedback shall form part of the Agreement or Contract Documents.
- C. This Contractor Performance Evaluation form is generated by the CPS Database.

END OF SECTION 01400

**SECTION 01450
TESTING AND INSPECTION SERVICES**

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Attention is directed to Bidding and Contract Requirements, and to Division 1, General Requirements, which are hereby made a part of this Section.
- B. Except as indicated in this Section, refer to the various technical specification sections for specific testing requirements.

1.02 SCOPE OF INDEPENDENT TESTING LABORATORY SERVICES

- A. The Barton Malow Company will employ and pay for the services of an Independent Testing and Inspection Laboratory to perform the following testing (unless additional testing is required in the specifications).
 - Soils
 - Concrete
 - Steel
 - Paving
 - Roofing
 - Masonry
- B. Testing Laboratory inspection, sampling and testing is required as identified in the technical specifications.

1.03 QUALIFICATION OF TESTING AND INSPECTION LABORATORY

- A. Meet "Recommended Requirements for Independent Laboratory Qualification", published by AMERICAN COUNCIL OF INDEPENDENT LABORATORIES.
- B. Meet basic requirements of ASTM E-329, "Standards of Recommended Practice for Inspection and Testing Agencies for Concrete and Steel as Used In Construction" and ASTM D3740.
- C. Authorized to operate in the State in which the Project is located.
- D. Submit copy of report of inspection of facilities made by Materials Reference Laboratory of NATIONAL BUREAU OF STANDARDS during the most recent tour of inspection, with memorandum of remedies of any deficiencies reported by the inspection.
- E. Testing Equipment:
 - 1. Calibrated at reasonable intervals by devices of accuracy traceable to either:
 - a. NATIONAL BUREAU OF STANDARDS.
 - b. Accepted values of natural physical constants.

1.04 CONTRACTOR'S RESPONSIBILITIES

- A. Each Contractor shall be responsible to provide and pay for all other testing associated with its scope of Work. Tests shall be made by a qualified independent testing agency approved by the Owner and

Architect. Coordinate selection of the testing agency through the Barton Malow Company. The Contractor shall arrange and pay for the following services:

1. Inspections and tests specified as the Contractor's responsibility in the various sections of the Specifications.
 2. Inspections and tests required by the General Conditions including those tests required by codes, ordinances, or the approval authority of regulatory agencies.
 3. Inspection and tests performed for the Contractor's convenience.
- B. Contractor shall cooperate with the laboratory to facilitate the execution of its required services. Employment of the laboratory shall in no way relieve Contractor's obligations to perform the Work.
- C. Contractor testing shall as a minimum comply with the requirements of this section.
- D. The Contractor is responsible to pay the cost of additional testing in the event that additional testing of the Contractor's materials, installation, and other Work is required by the independent testing laboratory because of test results not in compliance with the Contract Documents and/or additional testing required as a result of Contractor's negligence or poor workmanship.

PART 2 - EXECUTION

2.01. TESTING AND INSPECTION LABORATORY DUTIES

- A. Unless otherwise noted, the testing agency shall provide all required personnel and equipment as required for inspections and tests, for obtaining specimens and samples, and for delivery of specimens and samples to the laboratory when required.
- B. The Testing Laboratory shall cooperate with Barton Malow Company to provide qualified personnel after due notice.
- C. The Testing Laboratory shall perform specified inspections, sampling and testing of materials and methods of construction in accordance with specified standards and shall ascertain compliance of materials with the requirements of the Contract Documents.
- D. The Testing Laboratory shall promptly notify Barton Malow Company of observed irregularities or deficiencies of work or products.
- E. The Testing Laboratory shall promptly submit written report(s) of each test and inspection; submit one copy of report each to the Architect, Barton Malow Company, Owner, and Contractor with the following:
1. Date issued.
 2. Project title and number.
 3. Testing laboratory name, address and telephone number.
 4. Name and signature of laboratory inspector.
 5. Date and time of sampling or inspection.
 6. Record of temperature and weather conditions.
 7. Date of test.
 8. Identification of product and specification section.
 9. Location of sample or test in the Project.
 10. Type of inspection or test.
 11. Results of tests and compliance with Contract Documents.
 12. Interpretation of test results, when requested by Architect.

2.02 LIMITATIONS OF AUTHORITY OF TESTING AND INSPECTION LABORATORY

A. Laboratory is not authorized to:

1. Release, revoke, alter or enlarge on requirements of Contract Documents.
2. Approve or accept any portion of the Work, but may provide an expert opinion whereby the Owner, Architect and Barton Malow Company may make an informed decision as to acceptance or rejection.
3. Perform any duties of the Contractor.
4. Stop the Work.

PART 3 – CONTRACTOR RESPONSIBILITIES

3.01 CONTRACTOR SHALL:

- A. Cooperate with laboratory personnel, provide access to Work, to Manufacturer's operations.
- B. Secure and deliver to Barton Malow Company adequate quantities of representative samples of materials proposed to be used of which require testing.
- C. Provide to Barton Malow Company the preliminary design mix proposed to be used for concrete, and other materials mixes which require control by testing laboratory.
- D. Furnish copies of Products test reports as required.
- E. Furnish incidental labor and facilities as follows:
 1. To provide access to Work to be tested.
 2. To obtain and handle samples at the Project site or at the source of the product to be tested.
 3. To facilitate inspections and tests.
 4. For storage and curing of test samples.
- F. Notify Barton Malow Company sufficiently in advance of operations (24 hours minimum) to allow for laboratory assignment of personnel and scheduling of tests.
 1. When tests or inspections cannot be performed after such notice, reimburse Barton Malow Company for laboratory personnel and travel expenses and all of Barton Malow Company's other expenses incurred arising out of or resulting from Contractor's negligence.
- G. Employ and pay for the services of testing laboratory to perform additional inspections, sampling and testing required:
 1. For the Contractor's convenience.
 2. When initial tests indicate Work does not comply with Contract Documents.
- H. When the Contractor is providing the testing and prior to start of Work, submit testing laboratory name, address, and telephone number, and names of full time registered engineer and responsible officer.

Submit copy of report of laboratory facilities inspection made by Materials Reference Laboratory of National Bureau of Standards (NBS) during most recent tour of inspection, with memorandum of remedies of any deficiencies reported by the inspection.

3.02 RE-TEST RESPONSIBILITY

- A. Where the results of required inspections, tests, or similar services prove unsatisfactory and do not indicate compliance with the requirements of the Contract Documents, the re-tests shall be the responsibility of the Contractor regardless of whether the original test was the Contractor's responsibility.
- B. Re-testing of Work revised or replaced by the Contractor is the Contractor's responsibility where required tests were performed on original Work. All costs and fees for re-testing shall be paid by the Contractor.
- C. Schedule delays and costs which are the result of non-conforming work or remedy will be the responsibility of the offending Contractor.

END OF SECTION 01450

**SECTION 01510
FIRE PRECAUTIONS AND PROTECTION**

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Attention is directed to Bidding and Contract Requirements, and to Division 1, General Requirements, which are hereby made a part of this Section.

1.02 SUMMARY

- A. This Section describes the following requirements including:
1. Fire Precautions and Protection/Noxious Odors and Fumes
 2. (Temporary) Fire Standpipe System
 3. Noxious Odors and Fumes

PART 2 - FIRE PRECAUTIONS AND PROTECTION

2.01 FIRE PRECAUTIONS AND PROTECTION

- A. All **Contractors** and their Subordinate Parties shall assume full responsibility and take all necessary precautions to guard against and eliminate all possible fire hazards and to prevent damage to any construction work, building materials, equipment, temporary field offices, storage sheds, and all other property, both public and private. The location of the nearest corporation or public fire alarm box and the telephone number of the local fire department shall be conspicuously posted by **Contractor** throughout the field offices and in the building structure adjacent to its Work and it shall take precautions to prevent fire hazards in accordance with all fire protection and prevention laws and codes.
- B. Each **Contractor's** superintendent in charge at the Project, shall review the entire Project at least once a week to make certain the **Contractor** has adhered to the conditions and requirements set forth herein.
- C. No open fires shall be permitted. **Contractors** and their Subordinate Parties shall not be allowed to start fires with gasoline, kerosene or other highly flammable materials.
- D. Welding, flame cutting, or other operations involving the use of flame, arcs, or sparking devices will not be allowed without adequate protection and shielding without prior permission of the Owner through the Barton Malow Company. All combustible and flammable material shall be removed from the immediate area. Material shall be protected with a fire resistant tarpaulin to prevent sparks, flames, or hot metal from reaching materials. **Contractor** shall provide the necessary personnel and fire fighting equipment to effectively control incipient fires resulting from welding, flame cutting, or other operations involving the use of flame, arcs or sparking devices. Each **Contractor** performing Work involving welding or open flame shall provide its own fire extinguishers in the immediate area of the Work.
- E. Not more than a one day supply of flammable liquids such as oil, gasoline, paint or paint solvent shall be brought into any building at any one time. All flammable liquids having a flash point of 110 degrees F or below, which must be brought into any building, shall be confined to Underwriter's Laboratories' labeled safety cans. The bulk supply of all flammable liquids shall be detached at least 75 feet from the building and from yard storage of building materials. Spigots on drums containing flammable liquids are prohibited on the project site. Drums are to be equipped with approved vent pumps.
- F. Combustible materials shall not be stored or left overnight within the confines of the permanent building. This includes all internal combustion engines using gas or fuel oil. Hoisting of flammable or combustible materials to the roof shall only be in quantities as needed for immediate use.
- G. Only fire resistant tarpaulins shall be used on this Project.

- H. The permanent fire protection water supply, fire extinguishing equipment, shut down and tie-ins between new and existing fire protection system shall be coordinated with the Owner and Barton Malow Company and be installed at the earliest possible date. Shut down of an existing fire protection system shall be for a minimum period of time. As each sprinkler system is completed and placed in service, the control valve shall be sealed. Permission to break seals and close sprinkler valves shall be given only by Barton Malow Company with approval of the Owner.
- I. Barton Malow Company will provide and maintain in working order at all times during construction not less than four (4) fire extinguishers conveniently located for each floor area having 50,000 square feet or less. One (1) additional fire extinguisher will be provided for each additional 15,000 square feet of floor area.
- J. Fire extinguishers provided by Barton Malow Company and Contractors 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.
- K. In areas of flammable liquids, asphalt or electrical hazards, extinguishers of the 15 lb. carbon dioxide type or 20 lb. dry chemical type shall be provided by the **Contractor** creating such hazard.
- L. Each **Contractor** agrees that, in the event of fire, all its workers and all Subordinate Parties workers anywhere on site will assist in extinguishing the fire.
- M. **Contractor's** and their Subordinate Parties' shanties of combustible construction shall not be placed inside of any structure. Such shanties shall be detached at least seventy-five (75) feet from the building or as directed by the Barton Malow Company with approval of the Owner. Totally incombustible shanties may be, if approved in writing by Barton Malow Company, located inside of the structure.
- N. Use of only Underwriter's Laboratory approved heaters and/or stoves is permitted in field offices or storage sheds and they shall have fire resistive material underneath and at the sides near partitions and walls. Pipe sleeves and covering shall be used where stove pipe runs through walls or roof.
- O. Flammable portions of construction shanties inside the structure must be painted inside and outside with "ALBI" fire retardant paint or other fire retardant paint of equal quality as approved by the Owner.

2.02 (TEMPORARY) FIRE STANDPIPE SYSTEM

- A. Permanent risers shall be installed as floor slabs are cast, with capped 2 1/2 inch hose valves on each floor and temporary cap or plug on top. One riser at a time shall be extended up so that remainder are available for use at all times.
- B. Provide permanent cross connections or provide temporary cross connections.

2.03 NOXIOUS ODORS AND FUMES

- A. All Contractors are notified that combustion engine equipment, tar kettles and any other items causing noxious odors or fumes will NOT be allowed in the building or near air intake louvers. If intake louver locations are in doubt, consult with Barton Malow Company.

END OF SECTION 01510

SECTION 01520
TEMPORARY CONSTRUCTION FACILITIES AND CONTROLS

PART 1 - GENERAL**1.01 RELATED DOCUMENTS**

- A. Attention is directed to Division 0, Bidding and Contract Requirements, and to Division 1, General Requirements, which are hereby made a part of this Section.

1.02 SUMMARY

- A. This Section describes the following requirements including:
1. Project Signage
 2. Snow Removal
 3. Security
 4. Temporary Field Office, Facilities and Parking
 5. Temporary Fencing
 6. Temporary Toilet Facilities
 7. Drinking Water/Temporary Water
 8. Roof Protection
 9. Scaffolding
 10. Water Control
 11. Temporary Material Hoist/Elevator
 12. (Temporary) Fire Standpipe System (see Section 01510 Fire Precautions and Protection)
 13. Temporary Stairs, Ladders, Ramps, Runways, and Barricades
 14. Temporary Electrical Power and Light
 15. Temporary Heating , Cooling and Weather Protection
 16. Temporary Enclosures

PART 2 - CONSTRUCTION FACILITIES**2.01 PROJECT SIGNAGE**

- A. The **Barton Malow Company** shall provide a project sign. No other signs or advertising shall be displayed on the premises without the approval of the Architect, Owner, and Barton Malow Company. This does not exclude the posting of required trade notice and cautionary signage by **Contractor's**.

2.02 SNOW REMOVAL

- A. **Contractors** performing Work under exposed conditions shall remove snow and ice for the protection and execution of their Work. Keeping public traffic areas and circulation routes free of snow shall be the responsibility of the **Barton Malow Company**.

2.03 SECURITY

- A. The services of a security guards **will not** be provided by **either the Owner or Barton Malow Company**.
- B. Each **Contractor**, at its own cost and expense, may provide security guard, protective service or other means of site security as it deems necessary.
- C. **Contractors** shall advise Barton Malow Company of any theft or damage which might delay the execution of the Work and furnish the Owner and Barton Malow Company with a copy of any theft report filed with local, county or state agencies.

- D. Neither Barton Malow Company nor Owner assumes any responsibility for loss, theft or damage to the **Contractor's** materials or for damage to Work in place before the completion of the construction. In the instance of any such loss, theft or damage, the **Contractor** shall be responsible to renew, restore or remedy the Work, tools, equipment and construction in accordance with requirements of the Contract Documents without additional cost to Barton Malow Company.
- E. Barton Malow Company 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.
- F. Barton Malow Company may establish additional security policies and procedures. All **Contractors** will be required to cooperate with Barton Malow Company in implementing these procedures.
- G. 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.

2.04 TEMPORARY FIELD OFFICE, FACILITIES AND PARKING

- A. The Owner **shall** designate an area for construction trailers. Placement and scheduled duration shall be coordinated by Barton Malow Company. Each **Contractor** is responsible to verify that all field offices, trailers and storage sheds shall be in accordance with the local Fire Marshal having jurisdiction. Each **Contractor** shall arrange and pay for its own telephone hookup and use. Each **Contractor** shall arrange and pay for its own temporary electrical hook-up, water and toilets. The **Contractor** shall pay for all power used for the **Contractor's** temporary field office and temporary electrical service. Construction personnel **will** be allowed to use the existing Owner parking facilities. Designated **Contractors will** be allowed to have on-site construction trailers. Construction trailers shall be limited to **10' x 30'** or smaller.
- B. **Contractors** shall maintain the use of designated space for offices and sheds. This includes removal of weeds, debris, trash and clean-up of the area after removal of such temporary structures.
- C. Temporary field offices and sheds shall not be used for living quarters. .
- D. Offices and sheds shall be of suitable design, maintenance and appearance, and meet the approval of Barton Malow Company and all applicable local codes and ordinances.
- E. All temporary offices and sheds including foundations, must be removed within ten (10) days of written notice from Barton Malow Company including restoration of grade. Structures not removed in a timely manner will be removed by Barton Malow Company at **Contractor's** expense.

PART 3 - TEMPORARY CONSTRUCTION CONTROLS

3.01 TEMPORARY FENCING

- A. The **Barton Malow Company shall** provide temporary fencing with gates for required access and remove same at the completion of the Project.
- B. The **Contractors** shall repair or replace fencing damaged as a result of its operation. **Contractors** shall remove and replace fencing and gates required to provide access for oversized items.
- C. **Contractor's personnel are not allowed to work outside of the construction fence without permission of the Barton Malow Company.**

3.02 TEMPORARY TOILET FACILITIES

- A. The **Barton Malow Company** shall provide and maintain temporary toilet facilities for the construction of the Project. The use of the Owner's existing permanent facilities is as described in Section 01140 Use of Premises.
- B. **During renovation activities, Barton Malow Company may obtain, through the Owner, permission to use designated toilet facilities within the contract boundaries for construction use. The use of the Owner's existing permanent facilities outside the construction boundaries is strictly not allowed.**

3.03 DRINKING WATER/TEMPORARY WATER

- A. The Owner **will** pay for water used on this Project.
- B. Immediately after award of the Agreement, the **Mechanical Contractor** shall furnish, install, maintain and subsequently remove a temporary hookup to the Owner's potable water system where directed by Barton Malow Company for construction purposes. The **Contractor** shall provide all temporary piping and approved backflow prevention as necessary for distribution from the source. Distribution of temporary water will be paid for by **Contractors** requiring same. A minimum of One (1) hose bibs shall be provided **within the fenced construction area** by the **Contractor** as directed by Barton Malow Company.

3.04 ROOF PROTECTION

- A. **Contractors** and their Subordinate Parties, shall be responsible for damages to roofing, sheet metal and roof structure while performing Work. The Roofing **Contractor** will perform the repair Work at the expense of the **Contractor** responsible for the damage.
- B. **All Contractors will protect adjacent existing roof surfaces while performing their Work. No construction materials will be allowed to be placed on existing roof surfaces without prior approval of the Owner through the Barton Malow Company.**

3.05 SCAFFOLDING

- A. Each **Contractor** is responsible for providing and maintaining any and all ladders, scaffolds and other staging as required to complete its Work. All such ladders, scaffolds and staging equipment shall be erected, maintained and subsequently removed by each **Contractor** in accordance with all applicable safety laws, rules and regulations.

3.06 WATER CONTROL

- A. All pumping, bailing or well point equipment necessary to keep excavations and trenches free from the accumulation of water during the entire excavating and backfilling progress of the Work shall be the responsibility of the **Contractor** performing said excavations and trenches due to its scope of Work.
- B. **The Sitework Contractor** shall be responsible for keeping the building at grade and below free from water from the time the building backfill is completed until the building is watertight.
- C. Dispose of water in such a manner as will not endanger public health or cause damage or expense to public or private property. Abide by the requirements of any public agencies having jurisdiction.

3.07 TEMPORARY MATERIAL HOIST/ELEVATOR

- A. **Each Contractor is responsible for its own hoisting and material equipment movement costs as required to complete the Work under its Agreement.**

3.07 TEMPORARY MATERIAL HOIST/ELEVATOR (Cont'd)

- B. Barton Malow Company may operate and maintain a permanent elevator until such time as all material hoisting requirements have been met. Elevator requirements in excess of the capacity or size of this elevator shall be provided by each **Contractor** at its expense. This elevator shall not be used for the placement of concrete, the transporting of workers, or other means inconsistent with its use as directed by Barton Malow Company. The operating cost for all overtime use of the elevator shall be paid by the **Contractor** requiring such services.
- C. The Elevator **Contractor** shall be obligated to extend warranty and guarantee periods on any permanent equipment used prior to Substantial Completion.
- D. Transportation of construction materials through the Owner's facility shall be accomplished in accordance with the requirements described in Section 01140 Use of Premises in such a manner so as to:
 - 1. Not damage any of the existing facility.
 - 2. Not impair the Owner's use of the facility.
 - 3. Not create any type of mess or additional cleaning requirements in Owner occupied areas.

3.08 TEMPORARY STAIRS, LADDERS, RAMPS, RUNWAYS, AND BARRICADES

- A. Each **Contractor** is to provide and maintain all necessary temporary stairs, ladders, ramps, and runways to facilitate conveyance of workers, materials, tools, and equipment for proper execution of its Work. All protection and safety barricades, devices, covers, and all other necessary items shall be provided by each **Contractor** as it relates to the safe conduct of its Work and protection of people and property in its Work area in accordance with applicable law.
- B. Any **Contractor** or Subordinate Party performing excavation Work shall be responsible to furnish, install and maintain temporary barricades and/or fencing of all open excavations until such time as the backfilling is complete. Flasher lights shall be provided on barricades and fencing by the **Contractor** as requested by Barton Malow Company and in accordance with applicable law. As a minimum, all barricades across roads and walks shall have lights on them in working condition.
- C. The Structural Steel **Contractor** shall provide temporary guardrails at the building floor perimeters, interior shafts, all roof areas, or other openings, immediately after the erection of the **steel** frame and with the installation of **metal** decking. Protection shall be OSHA 29 CFR Part 1926.502 (B) "Guardrail Systems" and shall include but not be limited to two line rails and toe boards. This temporary protector shall be left in place after completion of the **steel** frame for the use of all other **Contractors**. The Structural Steel **Contractor** shall maintain and remove said guardrails and patch concrete. Each **Contractor** that disturbs any temporary protection for its Work is responsible to protect the area during its Work and 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 and/or shaft openings is completed. All other protection and safety barricades, devices, covers, etc. shall be provided by this **Contractor** as it relates to the safe conduct of its Work in accordance with all local, state and federal regulations and the requirements of the Contract Documents, and shall be in accordance with the most stringent requirements.
- D. Each **Contractor** and its Subordinate Parties shall provide and maintain in good repair barricades, overhead protection, guard rails, etc., as required by law or necessary for the protection of the public and personnel engaged in the Work from hazards incidental to performance of the Work. **Contractor** shall do everything necessary to protect the Owner's employees, the public and workers from injuries and to protect vehicles and other property from damage.

3.09 TEMPORARY ELECTRICAL POWER AND LIGHT

A. Electrical Energy Costs

1. The Owner **will** pay for electrical energy to operate temporary electrical power and lighting for the duration of the project at designated locations. Temporary power **will** be provided free of charge.

B. Power Source

1. The Electrical **Contractor** shall provide, install, and pay for labor, equipment and materials required to make connections to **the local utility company** and to provide temporary electrical power and light distribution. The Electrical **Contractor** shall coordinate the location of the electrical power and lighting as directed by Barton Malow Company.
2. The Electrical **Contractor** will provide for **each** construction trailer(s) a 120/208 volt (or 120/240 volt), 100 ampere single phase power source to which the **Contractor** who occupies the trailer may connect. The cost of hook up and removal of temporary electrical service to trailer shall be each **Contractor's** responsibility.
3. Protection shall be provided for the power supply source complete with disconnect switch and other required electrical devices.

C. Rules and Regulations:

1. All temporary equipment and wiring for power, lighting and distribution requirements shall conform to OSHA requirements and be in accordance with applicable provisions of governing laws, codes, and ordinances.
2. All temporary wiring and distribution equipment shall be maintained so as not to constitute a hazard to persons or property.
3. Each **Contractor** is responsible to provide an assured grounding program in accordance with OSHA regulations for their own electrical power requirements.

D. Temporary Power Distribution:

1. The Electrical **Contractor** will provide and maintain temporary power distribution as follows:

Construction power shall be 120/208 volts, 3 phase, 4 wire plus ground. Provide the following outlets together with feeders, grounding, protective devices and ground fault interrupting devices.

- a. Power centers - on each floor of the new building, provide a minimum of two (2) power centers or not less than one (1) per 10,000 s.f. rated not less than 100 amperes at 120/208 volt, 3 phase, 4 wire plus ground. Locate the power centers such that each will serve approximately equal areas and as far as possible, each be in the center of the respective area served.
 - b. 120 volt duplex outlets - Provide weatherproof, G.F.I. protected, 20 ampere grounded outlets at a minimum rate equal to 1 - duplex outlet per 400 square feet. Outlets may be grouped in clusters of up to six duplex types with corresponding pro-rated increase in area served, provided that every portion of the construction and remodeled premises can be reached from the nearest outlet using a flexible cord no more than 50 feet in length.
2. As partitions are erected, locations of power distribution points shall be added or relocated.

3.09 TEMPORARY ELECTRICAL POWER AND LIGHT (Cont'd)

3. Ground Fault Circuit Interrupter (GFCI) protection will be provided on all temporary power receptacles and, where possible, directly on the circuit breaker supplying temporary power as referenced in NEC 305-6(a).
4. The assured equipment grounding conductor program is only to be used on circuits greater than 20 amps as referenced in NEC 305-6(b).

E. Temporary Electrical Light Distribution:

1. The **Electrical Contractor** shall provide and maintain temporary electrical light distribution as follows:
 - a. Lighting shall be achieved using 120 volt guarded incandescent fixtures, or other suitable fixture types, to OSHA required minimum levels of illumination.
 - b. 120 volt temporary lighting as required in interior work areas. In addition to these minimum requirements provide adequate security lighting at guarded entrances outside storage areas, parking areas, and in areas of **Contractor's** and Architect's field offices and sheds.
2. As partitions are erected or other interferences which hamper achieving the minimum levels of illumination, locations of lighting distribution points shall be added or relocated.
3. Task lighting in addition to OSHA required lighting shall be provided by each **Contractor**.

F. Temporary Power and Light for Special Conditions:

1. Special conditions for temporary electrical power and lighting required by others shall be provided as follows:
 - a. Each **Contractor** requiring service of capacity or characteristics other than specified must make arrangements with the Electrical **Contractor** and pay for their own installation, removal, and service.
 - b. Where 3 phase power is required, the **Contractor** must pick up service at the distribution panel located outside the building addition.
 - c. The necessary grounded portable cords, lamps, light-stands, and fuses from the distribution outlets to points of use shall be provided by each **Contractor** to suit its own requirements.

G. Servicing of Temporary Power and Lighting:

1. The Electrical **Contractor** shall be responsible for the following:
 - a. Servicing, repairing and rearrangement of service equipment, temporary power, temporary lighting, and re-lamping.
 - b. Removal and disposal of temporary electrical power and lighting at completion of the Project or when so directed by Barton Malow Company and repair of damage caused by installation or removal.

H. Permanent Electrical Power and Lighting:

1. When permanent electrical power and lighting systems are in operating condition, they may be used for temporary power and lighting for construction purposes provided the Electrical **Contractor**:
 - a. Obtains the approval of the Architect and/or Owner through Barton Malow Company.

- b. Assumes full responsibility for operation of the entire power and lighting systems.
 - c. Verifies that warranty dates are established prior to usage of equipment and lamps.
 - d. Pays costs for operation, maintenance, and restoration of the systems.
2. As permanent power and lighting becomes available, these systems will generally supplant the appropriate portions of the temporary installation.

3.10 TEMPORARY HEATING AND WEATHER PROTECTION

- A. Temporary heating requirements during the course of construction shall be divided into two categories as follows:
1. Cold weather protection.
 2. Temporary heating.
- B. Cold Weather Protection:
1. Heating required during the construction period prior to enclosure of the building shall be classified as "cold weather protection."
 2. Each **Contractor** shall provide temporary heating and protection, necessary to allow its Work to continue during cold weather to meet the project milestone dates prior to building enclosure, including:
 - a. The heating of materials (such as water and aggregate) as well as space heating for protection of newly placed or built construction at required temperatures (but not lower than 50 degrees F) and for the time specified.
 - b. Flame-proofed tarpaulins and other materials used for temporary enclosures.
 3. **Contractor** shall provide plan to allow Work to continue without regard to temperature.
 4. Heat shall be provided by smokeless UL approved portable unit heaters, using fuel of types and kinds approved by Underwriter's Laboratories, Factory Mutual, and the Fire Marshal.
 - a. The **Contractor** shall provide fuel, power, maintenance, and attendance required for operation of portable heaters.
 - b. Interior or exterior surfaces damaged by the use of portable heating units shall be replaced with new materials at the responsible **Contractor's** expense.
 5. It shall be the responsibility of each **Contractor** to protect its own Work.
- C. Temporary Heating:
1. Daily construction heat required after the building is enclosed shall be classified as "temporary heating" and will be the responsibility of the Owner to install and maintain.
 2. The building or buildings or any portions thereof shall be considered enclosed when in the opinion of Barton Malow Company:
 - a. The exterior wall system and temporary interior wall enclosures are in place.

- b. Openings in exterior walls are covered to provide reasonable heat retention.
- c. The building is ready for interior drywall, masonry and plastering operations.
- d. The permanent roof is substantially installed.

The **Barton Malow Company** shall provide and maintain the temporary interior wall enclosures. If the exterior wall system is not complete in time to provide building enclosure of a portion of the new structure as scheduled, the **Barton Malow Company** shall provide and maintain temporary exterior wall enclosures of polyethylene and, in addition to exercising all other rights and remedies under the Contract Documents and law, Barton Malow Company shall be entitled to deduct the cost of such enclosures from the moneys due or to become due the **Contractor(s)** responsible for failure to meet said schedule.

- 3. In areas of the building or buildings where Work is being conducted, the temperature shall be maintained as specified in the various sections of the specifications, but not less than 50 degrees F for interior rough-in and not less than 60 degrees F during finishes installation. The temperature shall not be allowed to reach a level that will cause damage to any portion of the Work, including materials stored in the building, which may be subject to damage by low temperatures.
- 4. Until the permanent heating system, or suitable portion thereof, is in operating condition, provide sufficient and UL approved space heaters of suitable capacity to maintain required temperatures in areas where work is being conducted and materials are stored. Include all necessary maintenance, venting and attendance for this temporary heating to meet all applicable laws, rules and regulations.
- 5. When the permanent heating system, or a suitable portion thereof, is in operating condition, the system may be used for temporary heating, provided the **MECHANICAL Contractor**:
 - a. Obtains approval from Barton Malow Company in writing for its use and any special provisions required for its temporary operation.
 - b. Assumes full responsibility for the entire heating system until final acceptance of the system by the Owner.
 - c. Uses supply only, not return if temporary heating utilizes the building's ductwork system.
 - d. Pays all costs for maintenance, attendance and restoration to "like new" condition of the system including final cleaning of equipment and ductwork and all necessary touch-up painting.
 - e. Turns over satisfactory evidence to Barton Malow Company showing the extended warranties from manufacturers and proper maintenance procedures.
 - f. Provides and maintains temporary filters, boxes and other parts used for the temporary condition and replaces same with the new permanent filters at time of occupancy consistent with the warranty provisions. The **MECHANICAL Contractor** shall pay the cost of extending warranty and guarantee periods on any permanent equipment used prior to substantial completion.
- 6. Electrical power required for temporary heating **will** be furnished free of charge. The installation and service of the necessary temporary electrical feeders will also be the responsibility of the **Electrical Contractor**.

3.11 TEMPORARY ENCLOSURES

- A. **Contractor** shall provide temporary (insulated) weather-tight closures of openings in exterior surfaces to provide acceptable working conditions and protection for materials, to allow for temporary heating, and to prevent entry of unauthorized persons. Provide doors with self-closing hardware and locks.

- B. **Contractor** shall provide temporary roofing as required to provide and maintain a watertight enclosure during construction.
- C. **Contractor** shall provide temporary partitions and ceilings as required to separate Work areas from Owner occupied areas, to prevent penetration of dust and moisture into Owner occupied areas and to prevent damage to Owner's facilities and equipment.

END OF SECTION 01520

**SECTION 01530
FIELD ENGINEERING AND LAYOUT**

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Attention is directed to Bidding and Contract Requirements, and to Division 1, General Requirements, which are hereby made a part of this Section.

1.02 LAYOUT OF THE WORK

- A. **Each Contractor shall be responsible for the layout and engineering of its own Work from the established points and lines given by a registered surveyor employed by Barton Malow Company and to coordinate with all other trades.**
- B. Each **Contractor** is responsible for detailed and accurate layout of its own and its Subordinate Parties' Work to dimension from the principal lines, grades and levels set forth in the Contract Documents or the principal lines, grades and levels provided by a registered surveyor hired by **Barton Malow Company**. Each **Contractor** shall make provisions to preserve all control points, such as monuments, stakes, bench marks or other datum points and shall replace at its own cost any of these which might be lost or displaced through its neglect.
- C. **Contractors** shall examine the conditions under which the Work is to be installed, shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the **Contractor** with the Contract Documents before commencing activities. Any errors, inconsistencies, omissions, discrepancies or conditions detrimental to proper performance of the Work that are discovered shall be reported to Barton Malow Company at once. **Contractors** are not to proceed until the required corrections are accomplished.
- D. The exactness of grades, elevations, dimensions, or locations given on any Drawings issued by Architect or the work installed by other contractors, is not guaranteed by Owner or Barton Malow Company. The **Contractor** shall, therefore, satisfy itself as to the accuracy of all grades, elevations, dimensions, and locations. In all cases of interconnection of its Work with existing or other Work, it shall verify at the site all dimensions relating to such existing or other Work. Any errors due to the **Contractor's** failure to verify all such grades, elevations, dimensions, or locations shall be promptly rectified by the **Contractor** without any additional cost to the Owner or Barton Malow Company.
- E. As the Work progresses, the **Contractor** shall prepare lay out drawings showing the exact locations of Work under its Contract as a guide to all trades. Prior to any installation, the separate **Contractors** shall exchange layout drawings and coordinate the Work and be subject to verification by all subsequent **Contractors**.
- F. As Work under each Agreement commences, the condition of preceding Work under other agreements shall be verified and accepted by each subsequent **Contractor** when appropriate. Verification may, at Barton Malow Company's discretion, include a joint review by the subsequent **Contractor**, previous contractor(s), and Barton Malow Company to note any corrective Work required, damage to previous Work, verification of elevations, tolerances, levels and plumbness, critical dimensions, surface conditions, and similar items affecting the Work under the Contract Documents and particularly items which prevent acceptance by the subsequent contractors. The verification review procedures and findings shall be documented in writing by subsequent **Contractors**, signed by all parties, and copies provided to the Barton Malow Company. Any corrective work necessary to satisfy requirements of the Contract Documents shall be performed promptly by the previous **Contractor** to prevent delay to the work under the subsequent Contracts. After corrective work is accomplished the subsequent **Contractor** shall furnish written acceptance of the work as noted above. Barton Malow Company's participation in a joint review under this paragraph shall in no event be

deemed to constitute approval of any layout or other Work that fails to comply with the **Contract Documents**.

- G. Each **Contractor** shall be responsible to take such field measurements as may be required to determine the size of ordered material. In the event "guaranteed dimensions" are required, the **Contractor** shall promptly advise other **Contractors** through Barton Malow Company by use of drawings, templates or mock-ups of the required conditions.
- H. All Work, and in particular, piping, ducts, conduit and similar items, shall be neatly and carefully laid out to provide the most useful space utilization and the most orderly appearance. Except as otherwise indicated or directed piping and similar Work shall be installed **as close to above ceiling floor slabs and walls** as conditions reasonably permit, located to prevent interference with other Work or with the use of the spaces. Before **Contractor** installs a valve in an exposed location, it must make all efforts to install it in an accessible, concealed location. **Contractors** shall carefully plan the layout and review any questionable installations with Barton Malow Company.
- I. The Owner or Barton Malow Company may utilize a registered land surveyor to verify alignment and layout of certain portions of the Work. If that Work is out of tolerance or incorrect, the installing **Contractor** will be responsible for prompt correction of the Work to comply with the Contract Documents, along with all expenses incurred by Owner or Barton Malow Company in such verification process, including, but not limited to, the cost for the surveying services, as well as the additional time expended by Barton Malow Company personnel at standard billing rates.

END OF SECTION 01530

**SECTION 01540
CUTTING AND PATCHING**

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Attention is directed to Bidding and Contract Requirements, and to Division 1, General Requirements, which are hereby made a part of this Section.

1.02 INSPECTION

- A. Before cutting existing surfaces, examine surfaces to be cut, including elements subject to damage or movement during cutting and patching work. Report any unsatisfactory or questionable conditions to Barton Malow Company in writing.
- B. Before proceeding, meet at the site with Barton Malow Company and the parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference, conflict and possible effects on the Owner's existing operations. Coordinate procedures, temporary support, methods of dust and water protection, etc. and resolve potential conflicts before proceeding.
- C. When working in and around existing buildings, if any hazardous material is encountered or is suspected to be present, Barton Malow Company must be notified and Work in the affected area is to stop as described in Section 00840 Hazardous Materials until further direction is given by Barton Malow Company or the Owner.

1.03 PREPARATION

- A. Provide adequate temporary support as necessary to assure the structural value and integrity of the affected portion of the work. Where specified or required, submit temporary support methodologies to the Architect for approval.
- B. Provide devices and methods to protect adjacent areas or other portions of the Project from damage including dust protection, water protection, and exposure. Maintain excavations free of water, and all other devices and methods as necessary to provide protection from the elements.

1.04 EXECUTION

- A. The use of **gasoline powered equipment, jackhammers or power actuated tools, explosives** is prohibited on this Project. **The use of electric and pneumatic impact hammers must be first authorized and coordinated by the Barton Malow Company prior to usage.**
- B. Each **Contractor** on behalf of itself and its Subordinate Parties is responsible for the cutting of all holes and openings through existing walls, partitions, ceilings, floors and roofs as necessary for the installation of its Work as specified in the Contract Documents. Holes and openings shall be neatly cut and of minimum size to allow the Work to be installed. Execute cutting and demolition by methods which will prevent damage to other Work, and will provide proper surfaces to receive installation of repairs.
- C. Execute work in such a manner as to minimize disruptions to or interference with the Owner's normal operations or functioning in the existing buildings and provide all means necessary to provide safety and convenience of those employed in and about the premises.
- D. Each **Contractor** is responsible for patching of all holes and openings it makes. Fit work should be airtight to pipes, sleeves, ducts, conduit and other penetrations through surfaces. Patching is to match adjacent surfaces in materials and finish. Each **Contractor** is to utilize only tradesmen skilled in the specific finish

and material involved in making the patches. All patching is to be done in a neat and workmanlike manner to the satisfaction of Barton Malow Company. Defective Work shall be corrected at no cost to the Owner and Barton Malow Company.

- E. Where new Work connects with existing Work, **Contractor** shall do all necessary cutting and fitting required to make a satisfactory connection with the Work to be performed so as to leave the entire Work in finished and workmanlike condition. Furnish all labor and materials to this end, whether or not shown or specified. All measurements must be verified at the site.
- F. Employ the original installer and fabricator, when possible, to perform cutting and patching for:
 - 1. Weather-exposed or moisture-resistant elements.
 - 2. Sight-exposed finished surfaces.
- G. Execute fitting and adjustment of products to provide a finished installation to comply with the specified products, functions, tolerances and finishes.
- H. **Contractor** shall restore Work which has been cut or removed and shall install new products to provide completed Work in accordance with the Contract Documents. Each **Contractor** will be responsible to pay the appropriate **contractor** as designated by Barton Malow Company for restoring any portion of the Project that is disturbed, including but not limited to, slabs, walls, ceilings, fire rated partitions, spray-on fireproofing, and finishes, to their original state as a result of **Contractor's** action.
- I. Refinish entire surfaces as the **Contractor's** Work scope requires to provide an even finish to match adjacent surfaces and finishes.
 - 1. For continuous surfaces, refinish to nearest intersection.
 - 2. For an assembly, refinish the entire unit.
- J. Removal and replacement of ceilings not scheduled to be replaced shall be the responsibility of the **Contractor** requiring access.
- K. **Contractor** shall be held responsible for reckless cutting of holes in slabs, walls or other finishes, or for scraping off areas of fireproofing larger or greater than that which is necessary for installation of its Work.

END OF SECTION 01540

**SECTION 01550
CLEAN-UP AND FINAL CLEANING**

PART 1 - GENERAL**1.01 RELATED DOCUMENTS**

- A. Attention is directed to Division 0, Bidding and Contract Requirements, and to Division 1, General Requirements, which are hereby made a part of this Section.

1.02 SUMMARY

- A. Execute final cleaning at completion of the Work, as required by this Section. For **Contractor's** daily clean-up, dust control and rubbish removal operations during construction, refer to Section 01520 Temporary Construction Controls.

1.03 DISPOSAL REQUIREMENTS

- A. Conduct final cleaning and disposal operations to comply with codes, ordinances, regulations, and anti-pollution laws.
1. Do not burn or bury rubbish and waste materials on Project site.
 2. Do not dispose of volatile wastes such as mineral spirits, oil or paint thinner in storm or sanitary drains.

PART 2 - BARTON MALOW SITE CLEAN-UP/RUBBISH REMOVAL PROCEDURE**2.01 PURPOSE**

- A. An effective and efficient clean-up procedure on the Project site contributes to both the productivity and safety of all those involved. The following requirements are intended to provide a satisfactory and equitable method to manage and accomplish project clean up.

2.02 REQUIREMENTS

- A. General: Each **Contractor** shall be responsible for daily, weekly and final clean-up of its Work and the work of its Subordinate Parties as defined herein. The cost of this requirement shall be included in the **Contractor's** Bid Proposal. **Contractor** is required to comply with applicable labor agreements and jurisdictional rules in the hiring of laborers to perform its clean up obligations under the Contract Documents. Each **Contractor** will be responsible for control of dust generated by its operations on a daily basis. Roadways must be maintained clear of all debris at all times. **Contractors** shall only use cleaning materials which will not create hazards to health or property and which will not damage surfaces. Only those cleaning materials and methods recommended by the manufacturer of the surface material to be cleaned shall be used. Any sweeping compounds used in cleaning operations shall not leave residue on concrete floor surfaces that may affect installation of finish flooring materials.
- B. Dumpsters: The **Owner** will provide and maintain the job site dumpsters for unidentifiable debris for use as specified below. Each **Contractor** and its Subordinate Parties shall be responsible for daily clean-up, removal and placement in dumpsters of all debris and waste resulting from its operations. No overfilling of dumpsters will be allowed. All adjacent areas are to be kept clean. Excavation, demolition, masonry, drywall and hazardous waste materials are NOT to be placed in Barton Malow Company's dumpster. Each **Contractor** will be responsible for removing its own excavation, demolition, masonry, drywall and Hazardous Materials from the site in strict accordance with applicable laws and regulations regarding disposal. **Contractor** shall indemnify, defend and hold harmless the Owner and Barton Malow Company from claims, damages, suits, costs, or expenses of

any kind (including attorney's fees and costs) arising out of, resulting from or in connection with **Contractor's** misuse of dumpsters furnished by **Owner**.

- C. Daily Clean Up: Each **Contractor** shall be responsible, DAILY for the clean-up, transport and removal from the site of identifiable debris including but not limited to, bulky debris, packaging, containers, unused materials and equipment, (i.e. masonry and concrete materials, drywall, steel, crates, carton, demolition debris, other packaging, and combustible items). No piles of debris shall be left in the building overnight. The cost of any overtime premium required to remove debris immediately at the end of each workday shall be included in the **Contractor's** Base Bid.

Each **Contractor** must handle materials in a controlled manner during clean-up and all other operations so that dust and other contaminants resulting from the cleaning or disposal process will not affect the Owner's operations or equipment or the work or equipment of any other **Contractor** on the site. Each **Contractor** is responsible to leave its Work and work area in a clean condition. This includes, but is not limited to, removal of all grease, dust, dirt, stains, labels, fingerprints and other foreign matter.

- D. Weekly Clean Up: Each **Contractor**, while on site, shall provide to Barton Malow Company one (1) person for each five tradesmen (or portion thereof) employed at the site, one day per week, for up to four (4) hours, for the exclusive purpose of performing overall project weekly clean-up of unidentifiable debris. The cost of this (these) person(s) shall be included in **Contractor's** bid. The weekly clean-up Work shall include sweeping, loading and disposal of miscellaneous debris such as mud tracked through the building, drinking cups, bottles, lunch wrappers and other unidentifiable debris. Trash and debris from this operation shall be placed in the dumpster(s) provided by the Owner. Barton Malow Company will furnish sweeping compound to hold down dust during the weekly clean up.
- E. Final Clean Up: Final clean-up, will be done at a time designated by Barton Malow Company. Normally, Final Clean Up will occur before punchlist inspection or prior Owner Occupancy turnover. The [Contractor/Subcontractor(s)] duties for Final Cleaning are set forth in Part 3.01 below.
- F. Use of Owner's Facilities: The Owner's facilities are not to be used by **Contractor** for the disposal of trash or debris from its Work.
- G. Failure to perform Clean Up: If any **Contractor** or its Subordinate Parties fails to maintain a satisfactory clean-up program, Barton Malow Company will issue written notice, to the responsible **Contractor**, that the necessary clean-up must be performed within twenty-four (24) hours after the notice is given. The establishment of a definite deadline for the removal of debris and rubbish will supersede the necessity for any formal notification that such work must be done. If **Contractor(s)** fail to perform the clean-up, by the deadline, Barton Malow Company may perform clean-up on the Project and back charge the responsible **Contractor(s)** for the costs. If necessary in order to remove unidentifiable debris beyond what is removed during weekly clean up, Barton Malow Company will perform such clean-up and shall pro-rate the cost among the **Contractors** in its discretion, based on **Contractor(s)** type of work and manpower on site. The minimum amount for any back charge by Barton Malow, if implemented, will be **\$500.00**. Back charges may be deducted from the monthly invoices of the [Contractor/Subcontractor(s)] and/or final payment.
- H. Hazardous Materials: **Contractors** or Subordinate Parties must dispose of Hazardous Materials in strict accordance with applicable federal, state, and local laws and regulations. Hazardous Materials may not be placed in dumpsters and/or containers not so designated for such placement.

PART 3 - EXECUTION

3.01 FINAL CLEANING

- A. The **CONTRACTOR** will employ an adequate number of personnel for final cleaning. Final Cleaning consists of the following Work:
- 1) Removal of grease, mastic, adhesives, dust, dirt, stains, fingerprints, labels, and all other foreign materials from sight-exposed interior and exterior surfaces.
 - 2) Vacuuming all carpets and spot cleaning any stains. Cleaning and waxing VCT floors.
 - 3) Washing and shining glazing and mirrors.
 - 4) Polishing glossy surfaces to a clear shine.
 - 5) Dusting cabinet work and removing foreign markings.
 - 6) Broom cleaning exterior paved surfaces and raking clean other surfaces of the grounds.
- B. In addition to the tasks set forth above, each **Contractor** shall be responsible for the following for its Work.
- 1) Prior to final completion or Owner occupancy, whichever occurs first, **Contractor** shall conduct an inspection of sight-exposed interior and exterior surfaces, and all Work areas, to verify that the entire Work is left in a broom clean condition and that all Final Cleaning as set forth above has been performed.
 - 2) Tunnels and closed off spaces shall be cleaned of packing boxes, wood frame members and other waste materials used in the construction.
 - 3) The entire system of piping and equipment shall be cleaned internally. **Contractors** installing piping or equipment shall open all direct pockets and strainers, completely blowing down as required by the technical specifications and the manufacturers' instructions, and shall clean strainer screens of all accumulated debris.
 - 4) Tanks, fixtures and pumps shall be drained and proved free of sludge and accumulated matter.
 - 5) Temporary labels, stickers and similar items shall be removed from fixtures and equipment. Unless otherwise directed in the technical specifications, **Contractors** shall not remove permanent name plates, equipment model numbers, ratings, or other items intended to be permanently affixed to the fixture or equipment.
 - 6) Heating and air conditioning equipment, tanks, pumps and traps shall be thoroughly cleaned and new filters or filter media installed.
 - 7) Before being placed in service, domestic water distribution systems, including those for cold water, drinking water and the hot water system shall be chlorinated. Review Technical Specifications for Products and Procedures.

END OF SECTION 01550

**SECTION 01600
FORMS**

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Specific attention is directed to all Bidding and Contract Requirements, and to Division 1, General Requirements, which are hereby made a part of this Section and relate to various forms referenced for the project.

1.02 USE OF FORMS

- A. Upon award of the Agreement, the various forms described and referenced in the Project Manual will be provided by Barton Malow Company and therefore are bound in the Project Manual.

1. Copies of forms are available for inspection at Barton Malow Company, 1301 Boyd, Troy, MI 48083.

00620 Insurance

- Certificate of Insurance (ACORD) Form

00810 Safety and Loss Control Program

- Trade Contractor Safety Certificate (CON.7.9)

01290 Payment Procedures

- Application and Certificate for Payment (CON.27.1) and Continuation Sheet
CON.27.2 – Draft Included
- Consent of Surety to Reduction In or Partial Release of Retainage (CON.26.6) – **Draft Included**
- Payment schedule (PSI.10.1)
- Payment Request for Stored Materials Form (CON.26.5)
- Acknowledgment of Payment and Partial Unconditional Release Form (CON.26.3)
- Unconditional Final Release and Waiver Subcontractor/Materialman Form (CON.26.4)
- Unconditional Final Release and Waiver Subcontractor/Material Supplier (Second Tier or Lower) (CON.26.16)
- Sworn Statement Form (CON.26.2)

01250 Changes in the Work

- PCO- Notice to Proceed
- PCO- Quotation Only
- Change Order Form (CMS.9.1 or CMS.9.2)

01320 Communications

- Trade Contractor's Daily Report Form (CON.14.4)
- Request For Information Form (CON.25.2)

01330 Submittals

- BMC Submittal Transmittal Form (CON.9.6)

01400 Quality Requirements

- **Corrective Action Report (CAR)/Notice of Non-Conformance (NCR) (CON.18.2)**

01700 Contract Close-out

- **Consent of Surety Company to Final Payment Form (CON.26. 7) – Draft Included**

- Consent of Surety to Reduction in or Partial Release of Retainage Form (CON.26.6) – Not Included
- Certificate of Contract Completion Form (CLO.7.5)

01720 Project Record Documents

- Closeout Submittal (CLO.7.2)

01740 Warranties and Guarantees

- Contractor's Guarantee (CLO.7.3)

01750 Systems Demonstration, Training and Start-up

- Equipment/Systems Acceptance Form (CLO.2.1)
- Owner Training Register (CLO.2.2)

END OF SECTION 01600

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
A 02/01/06

PRODUCER
B Trustworthy Insurance Agent
 777 Steadfast Way
 Any City, US 40003

THIS CERTIFICATE 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.

D INSURERS AFFORDING COVERAGE

INSURED
C Dependable Subcontractor, Inc.
 1500 Pipe Street
 Detroit, MI 48226

E INSURER A: Reliable Insurance Co. A XI
 INSURER B: Secure Insurance Co. A-VII
 INSURER C:
 INSURER D:
 INSURER E:

Example 1

COVERAGES **SAMPLE COPY SAMPLE COPY SAMPLE COPY**

THE POLICES 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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS LTR	TYPE OF INSURANCE G	POLICY NUMBER H	POLICY EFFECTIVE DATE (MM/DD/YY) I	POLICY EXP DATE (MM/DD/YY) J	LIMITS K		
F A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	GL123	XX/XX/XX	XX/XX/XX	EACH OCCURRENCE	\$1,000,000	
					FIRE DAMAGE (any 1 fire)	\$1,000,000	
					MED EXP (any 1 person)	\$ 10,000	
					PERSONAL & ADV INJURY	\$ 1,000,000	
					GENERAL AGGREGATE	\$2,000,000	
					PRODUCTS - COMP/OP AGG	\$2,000,000	
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON OWNED AUTOS <input type="checkbox"/> <input type="checkbox"/>	AL456	XX/XX/XX	XX/XX/XX	COMBINED SINGLE LIMIT (Ea Accident)	\$1,000,000	
					BODILY INJURY (per person)	\$	
					BODILY INJURY (per accident)	\$	
					PROPERTY DAMAGE (Per accident)	\$	
					SAMPLE CERTIFICATE ACTUAL LIMITS PER CONTRACT		
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/>		XX/XX/XX	XX/XX/XX	AUTO ONLY - EA ACCIDENT	\$	
					OTHER THAN AUTO ONLY	EA ACC	\$
						AGG	\$
B	EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	EL789	XX/XX/XX	XX/XX/XX	EACH OCCURRENCE	\$ 5,000,000	
					AGGREGATE	\$ 5,000,000	
						\$	
						\$	
A	WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY	WC234	XX/XX/XX	XX/XX/XX	<input checked="" type="checkbox"/> WC Statutory Limits <input type="checkbox"/> Other		
					E.L. EACH ACCIDENT	\$ 500,000	
					E.L. DISEASE - EA EMPLOYEE	\$ 500,000	
					E.L. DISEASE - POLICY LIMIT	\$ 500,000	
	OTHER						

[INSERT PROJECT NAME, PROJECT NUMBER OR ORDER NO.] Barton Malow Company, [INSERT OWNER'S NAME] and [INSERT ALL OTHER ENTITIES THAT ARE REQUIRED TO BE NAMED AS ADDITIONAL INSURED PURSUANT TO THE CONTRACT DOCUMENTS] are additional insureds on the General Liability, [INSERT THE FOLLOWING IF REQUIRED: AND EXCESS/UMBRELLA LIABILITY policy(ies)], with respect to liability arising out of operations performed by or for the Consultant, including the additional insured's general supervision of Consultant. Coverage is primary and non-contributory with any other valid, applicable, and collectible insurance in force for the additional insured.

CERTIFICATE HOLDER **Y** ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION **N**

M
 Barton Malow Company
 (Insert address as directed by Project Manager)

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL SEND BY REGISTERED MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. THIS NOTICE SHALL BE SENT TO THE ADDRESS OF THE CERTIFICATE HOLDER OR ANY ADDRESS OF THE INSURER OR AGENTS OR REPRESENTATIVES OF ANY INSURER.

AUTHORIZED REPRESENTATIVE

O Must have signature

TRADE CONTRACTOR SAFETY CERTIFICATE

Contractor Name _____

Project Name BP/LA Science Room Casework

Project Number 041049 - BP #9488

Nature of work (e.g., masonry, drywall) _____

1. Does Contractor have a written safety plan applicable to this Project?
 Yes (attach copy); or Will be provided before on-site work begins.

2. Contractor agrees to follow on this Project (for itself and its subs at any tier):
 - a. All applicable legal standards for safety, including OSHA regulations;
 - b. Any Site Specific Safety Rules furnished for this Project;
 - c. 100% fall protection at elevations over six feet;
 - d. NCCCO certification for all crane operators;
 - e. Job Hazard Analysis to plan for safety before each work task begins;
 - f. Prompt reporting of all OSHA recordable and lost time injuries, plus monthly reports of work hours and incident rates;
 - g. Commitment of adequate management and financial resources to assure safety compliance and enforcement. Yes (no other alternative).

3. Contractor expects to encounter the following potential hazards on this Project, and its written safety plan contains appropriate provisions to address them:

	Potential Hazard	Yes	No	Name the Competent Person*
1	Work from heights (ladders, edges, etc.)	<input type="checkbox"/>	<input type="checkbox"/>	
2	Scaffold erection or use	<input type="checkbox"/>	<input type="checkbox"/>	
3	Aerial work platforms	<input type="checkbox"/>	<input type="checkbox"/>	
4	Energized equipment (electrical, etc.)	<input type="checkbox"/>	<input type="checkbox"/>	
5	Respirator use	<input type="checkbox"/>	<input type="checkbox"/>	
6	Confined space work	<input type="checkbox"/>	<input type="checkbox"/>	
7	Trenching/excavation	<input type="checkbox"/>	<input type="checkbox"/>	
8	Cranes, fork trucks, or heavy equipment	<input type="checkbox"/>	<input type="checkbox"/>	
9	Environmental hazards	<input type="checkbox"/>	<input type="checkbox"/>	
10	Fire or explosion hazards	<input type="checkbox"/>	<input type="checkbox"/>	
11	Aircraft or watercraft use	<input type="checkbox"/>	<input type="checkbox"/>	
12	Other (specify):	<input type="checkbox"/>	<input type="checkbox"/>	

* Where applicable, properly qualified and trained individual who will assure compliance with pertinent standards, procedures, and/or training requirements.

4. Contractor has established procedures for handling first aid and other occupational injuries including medical and fire emergencies.

Name of person certified in first aid and CPR: _____

I certify that the above information is correct, and I accept responsibility for implementing and enforcing the safety plan on this Project.

Contractor's Representative

Phone Number

Date

Application and Certificate for Payment Construction Manager-Adviser Edition

TO OWNER: Troy School District
4400 Livernois
Troy, MI 48098

PROJECT: BP-LA Science Room Casework
Boulan Park Middle School - 3570
Northfield Parkway, Troy, MI
48084

APPLICATION NO: 001

PERIOD TO:

FROM: Larson Middle School - 2222 E.
Long Lake Road, Troy, MI 48098

CONTRACTOR: Barton Malow Company

CONTRACT DATE: / BP #9488

CONTRACT FOR: General Construction

VIA CONSTRUCTION MANAGER: Kingscott, Architecture,
Engineering, Interiors Design

VIA ARCHITECT:

Distribution to:
OWNER:
CONSTRUCTION MANAGER:
ARCHITECT:
CONTRACTOR:
FIELD:
OTHER:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

- 1. ORIGINAL CONTRACT SUM \$ 0.00
- 2. Net change by Change Orders \$ 0.00
- 3. CONTRACT SUM TO DATE (Line 1 ± 2) \$ 0.00
- 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 0.00

5. RETAINAGE:

- a. 0 % of Completed Work
(Column D + E on G703) \$ 0.00
- b. 0 % of Stored Material
(Column F on G703) \$ 0.00

- 6. TOTAL RETAINAGE (Lines 5a + 5b or Total in Column I of G703) \$ 0.00
- TOTAL EARNED LESS RETAINAGE** \$ 0.00
(Line 4 Less Line 5 Total)
- 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 0.00
(Line 6 from prior Certificate)
- 8. CURRENT PAYMENT DUE \$ 0.00

- 9. BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 less Line 6) \$ 0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 0.00	\$ 0.00
Total approved this Month	\$ 0.00	\$ 0.00
TOTALS	\$ 0.00	\$ 0.00
NET CHANGES by Change Order	\$	0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: _____ Date: _____
State of: _____
County of: _____
Subscribed and sworn to before
me this _____ day of _____
Notary Public: _____
My Commission expires: _____

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Construction Manager and Architect certify to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 0.00
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

CONSTRUCTION MANAGER: _____ Date: _____
By: _____
ARCHITECT: _____
By: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract

AIA Document G703™ - 1992

Continuation Sheet

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT,

containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 001

APPLICATION DATE:

PERIOD TO:

ARCHITECT'S PROJECT NO: 2643-29

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)						
		\$ 0.00	\$ 0.00		\$ 0.00		\$ 0.00	0.00 %	\$ 0.00
	GRAND TOTAL	\$ 0.00	\$ 0.00		\$ 0.00		\$ 0.00	0.00 %	\$ 0.00

DRAFT AIA[®] Document G707A[™] - 1994

Consent of Surety to Reduction in or Partial Release of Retainage

PROJECT: *(Name and address)*
BP-LA Science Room Casework
Boulan Park Middle School - 3570
Northfield Parkway, Troy, MI
48084
Larson Middle School - 2222 E.
Long Lake Road, Troy, MI 48098

ARCHITECT'S PROJECT NUMBER: 2643-29
CONTRACT FOR: General Construction

TO OWNER: *(Name and address)*
Troy School District
4400 Livernois
Troy, MI 48098

CONTRACT DATED:

OWNER:	<input type="checkbox"/>
ARCHITECT:	<input type="checkbox"/>
CONTRACTOR:	<input type="checkbox"/>
SURETY:	<input type="checkbox"/>
OTHER:	<input type="checkbox"/>

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

on bond of
(Insert name and address of Contractor)

hereby approves the reduction in or partial release of retainage to the Contractor as follows:

The Surety agrees that such reduction in or partial release of retainage to the Contractor shall not relieve the Surety of any of its obligations to
(Insert name and address of Owner)

Troy School District
4400 Livernois, Troy, MI 48098

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date:
(Insert in writing the month followed by the numeric date and year.)

(Surety)

(Signature of authorized representative)

Attest:
(Seal):

(Printed name and title)

CONSTRUCTION PAYMENT SCHEDULE⁽¹⁾ For work in place through the 20th of the month⁽²⁾ If required documentation is complete and performance is justified for release

YEAR/ MONTH	TRADE CONTRACTOR ROUGH DRAFT ⁽¹⁾ PAYMENT APPLICATION (Due Date)	TRADE CONTRACTOR FORMAL PAYMENT ⁽¹⁾ APPLICATION DUE DATE (To BMC - 1301 Boyd Rd Troy, MI)	DISTRIBUTE CHECKS ⁽²⁾ TO TRADE CONTRACTORS
2007			
January	19	25	TBD
February	20	23	TBD
March	20	23	TBD
April	20	25	TBD
May	18	25	TBD
June	20	25	TBD
July	20	25	TBD
August	20	24	TBD
September	20	25	TBD
October	19	25	TBD
November	20	26	TBD
December	20	26	TBD
2008			
January	18	25	TBD
February	20	25	TBD
March	20	25	TBD
April	18	25	TBD
May	20	23	TBD
June	20	25	TBD
July	18	25	TBD
August	20	25	TBD
September	19	25	TBD
October	20	24	TBD
November	20	25	TBD
December	19	26	TBD

PAYMENT REQUEST FOR STORED MATERIAL

To: _____

Project: BP/LA Science Room Casework

From _____
 (Name of Contractor)

BID PACK #9488
 Contract No. _____
 Payment Application No. _____
 Period: From _____ To: _____

In accordance with the provisions of the payment to contractor section of the contract general conditions, request is made for payment as "stored materials" for the following materials.

ITEM NO.	QTY.	MATERIAL DESCRIPTION	VALUE	TYPE OF SUBSTANTIATING EVIDENCE OF PURCHASE ATTACHED	WHERE STORED (*)

AFFIDAVIT:

The materials listed above have been purchased exclusively for use on the above referenced project. The material is separated from other like materials and is physically identified as our property for use only on contract no _____
 The owner or owner authorized representative may enter upon the premises for the purpose of inspection, checking or auditing, or for any other purpose as it considers necessary. It is expressly understood and agreed that this information and affidavit is furnished to the owner for the purpose of obtaining payment of the above materials before they are delivered to, or incorporated into the project described above. A revised form showing the current status of the value of materials for which payment is being requested will be submitted each estimate period.

_____ signed _____ date _____

name of contractor _____

State of _____ county of _____

Subscribed and sworn to before me this _____ day of _____ 20

 (Notary Public)

 (Commission Expires)

* when stored at a location other than on the jobsite or at a fabricator's yard, bonded warehouse receipt for the material and a certificate of insurance showing coverage of materials stored issued in the name of the owner, shall accompany the request for payment. In case the storage location (other than the jobsite or fabricator's yard) is the contractor's property, the area containing the material within the fence area is the property of the owner. The responsibility for protecting the materials remains that of the contractor.

Instruction to contractor

Submit this form with each required copy of aia document g702. Attach evidence of purchase (and warehousing receipts when required), along with proof of insurance of bonded warehouse to original.

ACKNOWLEDGEMENT OF PAYMENT
AND PARTIAL UNCONDITIONAL RELEASE

FOR WORK INVOICED THROUGH: _____ **JOB NO.:** 041049 - BP #9488
DATE: _____

In consideration of the payment of the below referred to check and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned subcontractor warrants that all labor, material or equipment and any associated taxes, wages or fringe benefits furnished by subcontractor in and for the erection, construction ornamentation or improvement of a building and/or structure described as: _____ as situated at _____ has been fully paid for by subcontractor and that there are no amounts unpaid in favor of its subcontractors or material suppliers or any other persons furnishing labor, equipment or material to subcontractor and utilized in the performance of the contract(s) of the above described project. Subcontractor does hereby acknowledge that payment to the undersigned has been received for all such supervision, services, supplies, labor and/or materials directly and indirectly supplied for such improvement by the undersigned to the extent of that amount stated below and relinquishes and waives its rights to all construction or mechanic's liens, claims of liens, or liens or claims of any nature and all labor and material bond rights, and forever release and discharge Barton Malow Company, its successors and assignees to the extent of this amount and regarding activities on the noted contract to this date. This certificate is required in your contract(s).

Contract No.: _____ with _____

Amount of this Payment: _____

Check Number _____

Accumulated Payment to Date: _____

Company: _____

:

By: _____

Title _____

Date _____ Phone No. _____

Witnessed By: _____

**UNCONDITIONAL FINAL RELEASE AND WAIVER TRADE
CONTRACTOR/SUBCONTRACTOR/MATERIALS SUPPLIER**

VENDOR NO. _____

CONTRACT/SUBCONTRACT/ORDER NO. _____

JOB NO. 041049-BP #9488

TOTAL CONTRACT AMOUNT _____

AMOUNT OF FINAL CHECK _____

The Contractor/Subcontractor/Material Supplier, _____, on behalf of itself, its successors and assigns (collectively, the "Contractor"), in consideration of payment in full of the Contract Amount listed above and other valuable consideration, receipt of which is hereby acknowledged, hereby waives, releases and forever discharges Owner, Barton Malow Company, and Barton Malow Company's surety providing a payment bond for the Project (if applicable), and their respective officers, agents, employees, representatives, affiliates, successors and assigns (the "Released Parties"), from any and all claims, actions, causes of action, debts, liens, stop notice or bond rights, demands, suits, liabilities, judgments, damages, or expenses, whether known or unknown, which the Contractor now has or may have in the future, arising out of or in connection with work performed and/or materials, supplies or equipment furnished for the improvement of the Project.

Project Name _____
Project Address _____

under its Contract/Subcontract/Order with either Owner or Barton Malow Company dated _____, including any additional work or labor performed and/or materials, supplies or equipment provided at the written or oral request of, or with the express or implied consent of Owner and/or Barton Malow Company, except for the disputed claims that are noted on the reverse side of this waiver, in the aggregate amount of \$_____.

The Contractor, on behalf of itself, its successors and assigns, further agrees to defend, indemnify and hold harmless the Released Parties, from and against any and all claims, actions, causes of action, debts, liens, stop notice or bond rights, demands, suits, liabilities, judgments, damages or expenses ("Claims"), including all attorneys fees and costs, whether arising out of injury or damage to person or property in connection with the work performed on the Project, or whether arising from claims by the Contractor's subcontractors, material suppliers, laborers, or their unions or union benefit plans for non-payment of materials, services, labor, or equipment, except for Claims caused by the sole negligence of a Released Party.

The Contractor certifies the following: (1) there has been no assignment or other transfer of its interest arising from the Contract/Subcontract; (2) the work performed by the Contractor has been completed in full accordance with the terms and conditions set forth in the Contract/Subcontract/Order; and (3) all the Contractor's subcontractors, laborers and material suppliers, have been paid in full for their work under the Contract/Subcontract/Order, including, but not limited to taxes, wages and fringe benefits for which previous payments were received by the Contractor.

The obligations of the Contractor under this Unconditional Final Release and Waiver are in addition to, and not in lieu of, the Contractor's continuing obligations under the Contract/Subcontract/Order and nothing in this Unconditional Final Release and Waiver shall be construed to modify such obligations.

The person executing this Unconditional Final Release and Waiver on behalf of the Contractor represents and warrants that he/she is duly authorized and empowered to sign and execute this Unconditional Final Release and Waiver on his/her own behalf and on behalf of the Contractor.

Signed this _____ day of _____ 20____ Company _____
State of _____ by: _____
(signature)

County of _____ its _____
(corporate or company officer)

On this _____ day of _____ 20____ before me came _____,
to me known, who being by me duly sworn did depose and say that he/she resides in _____
and that he/she is the _____ of the corporation described herein and which executed the above instrument.

(notary public)

(notary seal)

(expiration date)

*strike through titles not applicable



**SECOND TIER OR LOWER
UNCONDITIONAL FINAL RELEASE AND WAIVER
SUBCONTRACTOR/MATERIAL SUPPLIER**

The Subcontractor/Material Supplier, _____, on behalf of itself, its successors and assigns (collectively, the "Contractor"), in consideration of payment in full of the Contract Amount of \$ _____ listed above and other valuable consideration, receipt of which is hereby acknowledged, hereby waives, releases and forever discharges Owner, Barton Malow Company, and Barton Malow Company's surety providing a payment bond for the Project (if applicable), and their respective officers, agents, employees, representatives, affiliates, successors and assigns (the "Released Parties"), from any and all claims, actions, causes of action, debts, liens, stop notice or bond rights, demands, suits, liabilities, judgments, damages, or expenses, whether known or unknown, which the Contractor now has or may have in the future, arising out of or in connection with work performed and/or materials, supplies or equipment furnished for the improvement of the Project

Project Name _____
Project Address _____

under its Contract/Subcontract/Order with _____ dated _____, including any additional work or labor performed and/or materials, supplies or equipment provided at the written or oral request of, or with the express or implied consent of Owner and/or Barton Malow Company, except for the disputed claims that are noted on the reverse side of this waiver, in the aggregate amount of \$ _____.

The Contractor, on behalf of itself, its successors and assigns, further agrees to defend, indemnify and hold harmless the Released Parties, from and against any and all claims, actions, causes of action, debts, liens, stop notice or bond rights, demands, suits, liabilities, judgments, damages or expenses ("Claims"), including all attorneys fees and costs, whether arising out of injury or damage to person or property in connection with the work performed on the Project, or whether arising from claims by the Contractor's subcontractors, material suppliers, laborers, or their unions or union benefit plans for non-payment of materials, services, labor, or equipment, except for Claims caused by the sole negligence of a Released Party.

The Contractor certifies the following: (1) there has been no assignment or other transfer of its interest arising from the Contract/Subcontract/Order; (2) the work performed by the Contractor has been completed in full accordance with the terms and conditions set forth in the Contract/Subcontract/Order; and (3) all the Contractor's subcontractors, laborers and material suppliers, have been paid in full for their work under the Contract/Subcontract/Order, including, but not limited to taxes, wages and fringe benefits for which previous payments were received by the Contractor.

The obligations of the Contractor under this Unconditional Final Release and Waiver are in addition to, and not in lieu of, the Contractor's continuing obligations under the Contract/Subcontract/Order and nothing in this Unconditional Final Release and Waiver shall be construed to modify such obligations.

The person executing this Unconditional Final Release and Waiver on behalf of the Contractor represents and warrants that he/she is duly authorized and empowered to sign and execute this Unconditional Final Release and Waiver on his/her own behalf and on behalf of the Contractor.

Signed this _____ day of _____ 20____ Company _____

State of _____ by _____
Signature

County of _____ its _____
Corporate or Company Officer

On this _____ day of _____ 20____ before me came _____,
to me known, who being by me duly sworn did depose and say that he/she resides in _____
and that he/she is the _____ of the corporation described herein and which executed the above instrument.

Notary Public

Notary Seal

Expiration Date

SWORN STATEMENT

STATE OF: _____)
 _____)ss.
 COUNTY: _____)

Being duly sworn, deposes and says or affirms that _____ county,
 is the (contractor) (subcontractor) for an improvement to the following described real property situated in _____

described as follows (insert legal description) _____

 _____ Contract # _____

That the following is a statement of each subcontractor and supplier and laborer (for which laborer the payment of wages and/or fringe benefits and withholdings may be due), with whom the (contractor) (subcontractor) has (contracted) (subcontracted) for performance under a contract for the benefit of an owner or lessee, and that the amounts due to the persons as of the date hereof are correctly and fully set forth opposite their names as follows:

* (Some columns are not applicable to all persons listed)

Name of Subcontractor supplier, or laborer (list items over \$1000 only)	MC*	Type of improvement or material furnished	Total Contract Price	Amount previously paid	Amount currently owing	Balance to complete	Amount of laborer wages due but unpaid	Amount of laborer fringe benefits and withholdings due but unpaid
All items that are not specifically listed are under \$1000 and have been paid in full.								
TOTAL			\$	\$	\$	\$	\$	\$

Contractor states that all supplies used, except those specifically provided for this project and listed above, have been taken from inventory and payments to these suppliers are current.

Contractor further states that the following are paid in full to date union contributions all obligations

- *MC= Minority 1) Enter one of the following codes: 1=African American 2=Hispanic 3=Asian American 4= Native American 5=WBCE
 Code: 2) Also enter one of the following to describe how company determined its MBE/WBE status: A=Self-declared B=Certified by one of the affiliates of NIMSDC C= Certified by public entity.
 3) Example: 1A means company is a self-declared African American entity

CCD Number: 1611

Date: 2/8/2008

Job No: 041049

Troy Schools 2004 Bond
Program

Attn:

Description:

Contractor - work description

This Construction Change Directive is issued as a Notice to Proceed on the following basis:

Schedule Impact: None

Reference Drawings:

Reference Specifications:

Reason For Change: AE Design Refinements

Reference Documents:

PCO 1611-001

Change Instructions:

Complete description of work.

Barton Malow Company

Issued By _____

Date _____

Received By _____

Date _____



Barton Malow Company
C/o Troy School District
1301 Boyd
Troy, MI 48083
Telephone: 248/823-4631 Fax: 248/823-4672
An Equal Opportunity Employer

**Construction
Change Directive
QUOTATION ONLY**

CCD Number: 1611
Date: 2/8/2008
Job No: 041049
Troy Schools 2004 Bond
Program

Attn:

Description:

Contractor - work description

**This Construction Change Directive is issued for Quotation Only
DO NOT PROCEED WITH CHANGE UNTIL DIRECTED BY BARTON MALOW COMPANY**

Quote Due: 2/15/2008
Schedule Impact: None
Reference Drawings:
Reference Specifications:
Reason For Change: AE Design Refinements
Reference Documents:
PCO 1611-001
Change Instructions:
Complete description of work.

Barton Malow Company

Issued By _____
Date _____

Received By _____
Date _____

Barton Malow Company

Change Order

PROJECT

(Name and address)

CHANGE ORDER NUMBER:

DATE:

ARCHITECT'S PROJECT NUMBER:

CONTRACT DATE:

CONTRACT FOR:

OWNER

ARCHITECT

CONTRACTOR

FIELD

OTHER

TO CONTRACTOR:

(Name and address)

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

The original (Contract Sum) (Guaranteed Maximum Price) was \$

The net change by previously authorized Change Orders \$

The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was \$

The (Contract Sum) (Guaranteed Maximum Price) will be (increased/decreased) (unchanged) by this Change Order in the amount of \$

The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be \$

The Contract Time will be (increased) (decreased) (unchanged) by _____ days

The date of Substantial Completion as of the date of this Change Order therefore is

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which has been authorized by Construction Change Directives for which the cost or time are in dispute as described in Subparagraph 7.3.8 of AIA Document A201.

Not valid until signed by the Architect, Contractor and Owner.

ARCHITECT *(Typed Name)*

CONTRACTOR *(Typed Name)*

OWNER *(Typed Name)*

(Signature)

(Signature)

(Signature)

BY

BY

BY

DATE

DATE

DATE

Sample Generated by Command Approved Software



Trade Contractor Daily / Pre-Task Plan

To be filled out for the next day's activities and submitted to BCo. superintendent before leaving site daily

Project Name / Site: _____

Date: _____

Contractor: _____

Total Hrs. Worked this week (Friday) : _____

Submitted By: _____

BCo. Superintendent: _____

Inspection Status: _____

Daily Tickets Signed: Yes No

Safety Permits Required: Yes No

Safety Incident: Yes No

If Yes List: _____

If Yes Describe: _____

Deliveries Received: _____

Incident Report Submitted: Yes No

Activities Planned for Next Work Day:

1. _____
2. _____
3. _____
4. _____

Identify Hazards for Each Activity Above:

Steps to Control Each Hazard:

- | | |
|----------|----------|
| 1. _____ | 1. _____ |
| 2. _____ | 2. _____ |
| 3. _____ | 3. _____ |
| 4. _____ | 4. _____ |

Hazard Examples: electrical current; moving equipment/object; material handling; overhead work; excavation; slip/fall; caught in/between; hot work; scaffold usage - identify competent person; aerial lift / crane usage - operator's card required. List required permits & certifications above

Work Completed Today:

Impacts to progress: _____

Foreman (name): _____

Gen. Foreman (name): _____

Crew Members and Sub

Contractors (names): _____

Use separate Sheet if necessary: _____

Information on this report shall not constitute the required notification of delay, disruption, or claim. Notification and requests for additional time shall be submitted in accordance with the terms of the contract.

Barton Malow Company



Design/Construction Services

BARTON MALOW COMPANY
1301 Boyd
Troy, MI 48083
Phone: 248-823-4631
Fax: 248-823-4672

RFI

Date: _____ RFI #: _____
To: _____ Contractor's Reference #: _____
Project BP/LA Science Room Casework
VIA Barton Malow Company BMC Project #: 041049
A/E Project #: 2643-29
Bid Package #: 9488
Bid Category #: _____
From: _____ Return to: _____

Reference Specs: _____ Reference Drawings: _____ Rev. _____
Request: _____

Contractor or Subcontractor Submitted By Date
Barton Malow Company Reviewed By Date

Reply: _____ Attachments: _____

This clarification is interpreted to be within the scope of referenced contracts issued in accordance with the Contract Documents, and without change in Contract Sum or Contract Time, and, as such, is not an authorization for work beyond the scope of the contract.

Architect/Engineer Reply By Date

RFI Response Posted on Drawings _____
Contractors Copied _____

SUBMITTAL TRANSMITTAL FORM

To be filled out by CONTRACTOR

Date: _____ Project Name: BP/LA Science Room Casework

Contractor _____ Contract for: _____

By: _____ Phone: _____

Check Type of Submittal: Spec. Section _____

Transparency

Non-Transparency Reproducible

Other

Contractor Submittal No.

(To be filled in by Barton Malow)

<u>Copies/Type</u>	<u>Sheet Number</u>	<u>Submittal Description (include manufacturer)</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

To be filled out by BARTON MALOW

Date: _____ Remarks: _____

To: _____

Attn: _____

From: _____

Copy to Owner

To be filled out by ARCHITECT/ENGINEER

Date: _____ Remarks: _____

To: _____

Attn: _____

From: _____

Approved Approved as Noted

Not Approved/Resubmit Reviewed

CORRECTIVE ACTION REPORT (CAR)

Project:	BP/LA Science Room Casework	Date	
Company/Location:		CAR No.	
Initiated By:		Tag No./Hold Area:	
			(as applicable)
Previous CAR # / Date: _____			
CAR Designation:	<input type="checkbox"/> Audit Deficiency Report <input type="checkbox"/> Site Level-NCR <input type="checkbox"/> Customer Satisfaction <input type="checkbox"/> Corporate Procurement <input type="checkbox"/> Tech / FF&E - NCR		
FINDING/NONCONFORMITY:	Deficiency Classification:	<input type="checkbox"/> Major	<input type="checkbox"/> Minor <input type="checkbox"/> OFI
Location: _____			
Requirement (Standard or Specification): _____			
Finding / Nonconformity: _____			
			Date: _____
Recommended Disposition:	<input type="checkbox"/> Use-As -Is <input type="checkbox"/> Rework <input type="checkbox"/> Reject <input type="checkbox"/> N/A		
Statement of Disposition: _____			
Expected Completion Date: _____			
Disposition Submitted By: _____		Date: _____	
Disposition Reviewed/Approved By: _____		Date: _____	
Owner/Customer Representative: _____		Date: _____	
(NOTE: If contractually required, Owner/Customer concurrence required for USE-AS-IS or Rework Disposition)			
ROOT CAUSE / CORRECTIVE ACTION: _____			
Company Representative: _____			
Date: _____		Expected Completion Date: _____	
REVIEW OF CORRECTIVE ACTION:	<input type="checkbox"/> Accepted <input type="checkbox"/> Accepted/Need Verification <input type="checkbox"/> Rejected		
Reason for Rejection _____			
BMC Representative: _____			
Owner/Customer Representative: _____		Date: _____	
(as required)			

Distribution: Lead Auditor – Process Improvement Department (excludes Site Level – NCR)

DRAFT AIA® Document G707™ - 1994

Consent Of Surety to Final Payment

PROJECT: *(Name and address)*
BP-LA Science Room Casework
Boulan Park Middle School - 3570
Northfield Parkway, Troy, MI 48084
Larson Middle School - 2222 E. Long Lake
Road, Troy, MI 48098

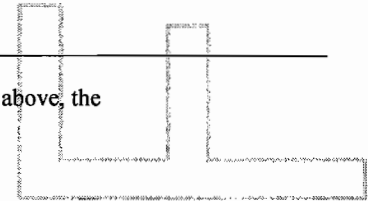
ARCHITECT'S PROJECT NUMBER: 2643-29
CONTRACT FOR: General Construction

OWNER:
ARCHITECT:
CONTRACTOR:
SURETY:
OTHER:

TO OWNER: *(Name and address)*
Troy School District
4400 Livernois
Troy, MI 48098

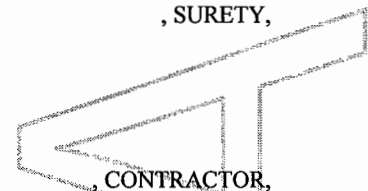
CONTRACT DATED:

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)



, SURETY,

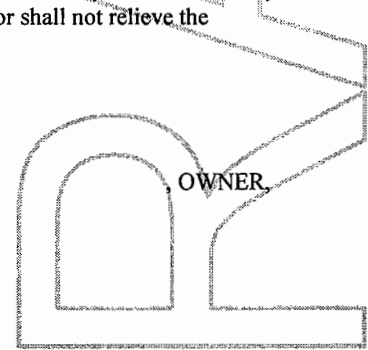
on bond of
(Insert name and address of Contractor)



CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the
Surety of any of its obligations to
(Insert name and address of Owner)

Troy School District
4400 Livernois, Troy, MI 48098



OWNER

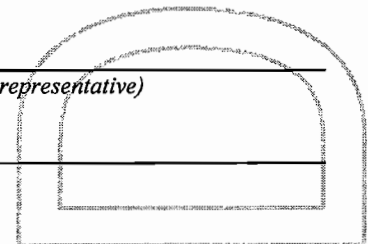
as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date:
(Insert in writing the month followed by the numeric date and year.)

(Surety)

(Signature of authorized representative)

(Printed name and title)



Attest:
(Seal):

DRAFT AIA® Document G704/CMA™ - 1992

Certificate of Substantial Completion Construction Manager-Adviser Edition

PROJECT:

(Name and address):

BP-LA Science Room Casework

PROJECT NUMBER: 2643-29/

CONTRACT FOR: General Construction

CONTRACT DATE:

TO OWNER:

(Name and address):

Troy School District
4400 Livernois
Troy, MI 48098

TO CONTRACTOR:

(Name and address):

OWNER:
CONSTRUCTION MANAGER:
ARCHITECT:
CONTRACTOR:
FIELD:
OTHER:

DATE OF ISSUANCE: February 08, 2008

PROJECT OR DESIGNATED PORTION SHALL INCLUDE:

The Work performed under this Contract has been reviewed and found, to the Construction Manager's and Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion thereof designated above is hereby established as _____ which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

Warranty

Date of Commencement

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

Barton Malow Company

CONSTRUCTION MANAGER

BY

DATE

Kingscott, Architecture, Engineering,
Interiors Design

ARCHITECT

BY

DATE

The Contractor will complete or correct the Work on the list of items attached hereto within 0 days from the above date of Substantial Completion.

CONTRACTOR

BY

DATE

The Owner accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof at (time) on (date).

Troy School District

OWNER

BY

DATE

The responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:

(Note--Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage.)

CERTIFICATE OF CONTRACT COMPLETION

Project: BP/LA Science Room Casework

Contractor:

Contract for:

Contract Date: Contract Amount: \$

Construction Manager's Affidavit

I solemnly swear and affirm: That the work under the above named contract and all amendments thereto has been completed in accordance with the requirements of said contract; that all costs incurred for equipment, materials, labor, welfare and fringe benefits, insurance, and services against the project have been paid; that no liens have been attached against the project; that no suits are pending by reason of work on the project under the contract; that all Workmen's Compensation claims are covered by Workmen's Compensation insurance as required by law; that all public liability claims are adequately covered by insurance, and that the Contractor shall save, protect, defend, indemnify, and hold the Owner harmless from and against any and all claims which arise as a direct or indirect result of any transaction, event or occurrence related to performance of the work contemplated under said contract.

Construction Manager: _____

Title:

State of:

County of:

Personally appeared before me this _____ day of _____ 20____

known (or made known) to me to be the

(Owner)

(Partner)

(Corporate Officer Title)

of

Contractor(s) who, being by me duly sworn, subscribed to the foregoing affidavit in my presence.

Notary Public:

Commission expires:

CLOSEOUT SUBMITTAL

Project BP/LA Science Room Casework Contractor: _____

_____ Contract #: _____

Location: _____ Bid Package #: 9488

Description _____

The above named contractor is submitting the following for Barton Malow, Architect and Owner approval and use. *Check all appropriate:*

- As-Built Drawings
- Operation and Maintenance Manuals
- Maintenance Stock/Spare Parts
- Keys
- Contract Guarantee
- Special Guarantee/Warranty
- Other (Specify) _____

Reference:

Specifications _____ Section: _____ Page _____

Description: _____

Contractor: _____

Submitted by: _____

Barton Malow:

Received/Reviewed By: _____ Date: _____

Architect: _____ (Specify Name)

Received/Reviewed By: _____ Date: _____

Owner: _____

Received/Reviewed By: _____ Date: _____

CONTRACTOR'S GUARANTEE

STATE OF _____) Project: _____
) SS Project No.: _____
 County of _____) Owner: _____

TO ALL WHOM IT MAY CONCERN:

_____ of the City of _____ County of _____
 and State of _____ being duly sworn,

deposes and says that s/he is _____ of _____ (the "Contractor") and, being duly authorized, makes this statement and guarantee on its behalf; that the Contractor, in completing the performance of a certain (check one) Subcontract Order # _____ with Barton Malow Company or Contract with Owner (the "Contract") for the Project, warrants that all of its Work under the Contract is of good quality and new, unless otherwise required or permitted by the Contract, and that the Work is free of defects and that the Work complies with the requirements of the Contract, including all documents incorporated into the Contract by reference. If within **2 TWO** year[s] after the date of Substantial Completion of the Project or designated portion of the Project, any of Contractor's Work is found to be defective or not otherwise in accordance with the requirements of the Contract, Contractor shall correct the Work at its sole expense promptly after receipt of written notice from the Owner or Barton Malow Company, including any other Work affected in correcting such defective or nonconforming Work (the "Correction Period"). The Correction Period shall be extended with respect to portions of the Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of Contractor's Work, and for an additional Correction Period following any correction. This obligation shall survive acceptance of the Work and termination of the Contract.

This Guarantee shall be in addition to the terms of any other warranty or longer period of obligation specified in the Contract, including all documents incorporated therein, or the terms of any general warranty, and is not in lieu of any of them. This Guarantee shall not be construed to establish a period of limitation with respect to other obligations, which the Contractor might have under the Contract and has no relationship to the time within which the obligation to comply with the Contract may be sought to be enforced or to the time, which any proceeding may be commenced.

<u>Trade or Work</u>	<u>Guarantee Period Commencement Date</u>
_____	_____
_____	_____
_____	_____

By: _____
 Subcontractor

 Title

Subscribed and sworn to before me this _____ day of _____ A.D. 20__

 Notary Public

in and for _____ County _____
 My commission expires: _____

EQUIPMENT/SYSTEMS ACCEPTANCE

BP/LA Science Room Casework

(Name of Project and Location)

CONTRACTOR: _____ **CONTRACT #:** _____

BID PACKAGE #: 9488 **DESCRIPTION:** _____

REPORT DATE: _____

Equipment/System Designation _____ **Model #** _____

Serial # _____ **Near Column Lines** _____ **and** _____

Location: _____ **Level:** _____

Operation Observed By: _____

Test/Inspection Observed By: _____

Date of Inspection: _____ **Time** _____ **AM** **PM**

The above equipment is being turned over to the Owner for start of guarantee period, commencing
(__/__/__). Maintenance and operation after this date are subject to the following conditions:

Incomplete Work List Attached: _____

Accepted: **Owner's Name:** _____
By: _____
(Signature)

Acknowledged: **Architect's Name** _____
By: _____
(Signature)

Acknowledged: Barton Malow Company
By: _____
(Signature)

Date: _____

Distribution: _____

OWNER TRAINING REGISTER

BP/LA Science Room Casework

(Name of Project and Location)

DATE OF TRAINING: _____

CONTRACTOR: _____ **CONTRACT #:** _____

EQUIPMENT/SYSTEM DESCRIPTION: _____

Reference:

Specifications: _____ Section: _____ Page: _____

Manufacturer(s): _____

Location: _____

PARTICIPANTS

Barton Malow: _____

Architect: _____

Contractor/Manufacturer: _____

Owner: _____

TRAINING COMPLETED IN ACCORDANCE WITH CONTRACT REQUIREMENTS

Contractor: _____ Date: _____

Barton Malow: _____ Date: _____

Owner: _____ Date: _____

Attendees' Signatures:		

Distribution:

**SECTION 01630
PRODUCT SUBSTITUTIONS**

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Attention is directed to Bidding and Contract Requirements, and to Division 1, General Requirements, which are hereby made a part of this Section.

1.02 WORK INCLUDED

- A. Furnish and install Products specified, under options and conditions for substitutions stated in this Section.

1.03 BIDDER'S OPTIONS

- A. For products that are specified only by reference standard, select Product meeting that is standard by any manufacturer.
- B. For Products specified by naming several Products or manufacturers, select any one of products and manufacturers named which complies with Specifications.
- C. For Products specified by naming several Products or manufacturers and stating "or equivalent", or "or equal", or "or Architect approved equivalent", or similar wording, submit a request as for substitutions, for any Product or manufacturer which is not specifically named for review and approval by the Architect.
- D. For Products specified by naming only one Product and manufacturer, there is no option and no substitution will be allowed.

PART 2 - SUBSTITUTION PROCESS

2.01 SUBSTITUTIONS

- A. Base Bid shall be in accordance with the Contract Documents.
- B.
 1. Substitutions for products may be made during the bidding period by submitting completed Substitution Request Form and substantiating product data/literature a minimum of ten (10) Days prior to Bid date to Barton Malow Company who will then forward to the Architect.
 2. Architect will consider requests from the Bidder for substitution of products in place of those specified as set forth in this section.
 3. Those submitted the specified calendar days prior to Bid Date will be included in an addendum if acceptable.
 4. After the end of the bidding period, requests will be considered only in case of Product unavailability or other conditions beyond the control of Contractor.
 5. Bid Proposals shall not be based on assumed acceptance of any item which has not been approved by addendum.
- C. Bidders are required to submit a separate Substitution Request Form for each proposed substitution. Each substitution request should be accompanied by the following supporting documentation:
 1. A full explanation of the proposed substitution.

- 2. Complete data substantiating compliance of the proposed substitution with the requirements stated in the Contract Documents.
 - a. Product identification, including the manufacturer's name and address.
 - b. Manufacturer's literature identifying:
 - 1) Product description and technical information.
 - 2) Reference standards.
 - 3) Performance and test data.
 - 4) Installation instructions, operating procedures and other like information.
 - c. Samples, as applicable.
 - d. Names and addresses of similar projects on which product has been used, and date of each installation.
 - 3. Itemized comparison of the proposed substitution with the product specified, listing all significant variations.
 - 4. Data relating to changes in delivery or construction schedule.
 - 5. A list of all effects of the proposed substitution on separate contracts.
 - 6. Accurate cost data comparing the proposed substitution with the product specified.
 - a. Amount of any net change to Contract Sum.
 - 7. Designation of required license fees or royalties.
 - 8. Designation of availability of maintenance services and sources of replacement materials.
- D. Substitutions will not be considered for acceptance when:
- 1. They are indicated or implied on shop drawings or product data submittals without a formal request from Bidder.
 - 2. Acceptance will require substantial revision of Contract Documents.
 - 3. In judgment of Architect, do not include adequate information necessary for a complete evaluation.
 - 4. If requested after Contract Award directly by a subcontractor or supplier, except for special or unusual circumstances reviewed by the **Contractor** with Barton Malow Company.
- E. Substitute products shall not be ordered or installed without written acceptance of Architect.
- F. Architect will determine acceptability of proposed substitution.

2.02 BIDDER'S REPRESENTATION

- A. In making formal request for substitution the Bidder represents that:
- 1. It has investigated the proposed product and has determined it is equivalent to or superior in all respects to the product specified.
 - 2. It will provide same warranties or bonds for the proposed substitution as required for the product specified.

3. It will coordinate installation of the accepted substitution into the Work, and will make such changes as may be required for the Work to be complete in all respects.
 4. It waives all claims for additional costs caused by or arising from the substitution which may subsequently become apparent.
 5. Cost data is complete and includes related costs under its Agreement, but not:
 - a. Costs under separate contracts.
 - b. Architect's costs for redesign or revision of Contract Documents.
 6. Cost data need not be submitted, if request is for inclusion in an addendum. Requests after the Agreement is awarded shall contain a complete cost comparison.
- B. Any modifications necessary as a result of the use of an approved substitute shall be paid by the **Contractor** proposing the substitution.
- C. Any additional engineering costs required to be performed by the Architect to approve, implement or coordinate the substitution above reasonable review services, shall be paid by the **Contractor** proposing the substitution.
- D. Under no circumstances will the Architect be required to prove that a product proposed for substitution is or is not equal to the quality of the product specified.

2.03 ARCHITECT'S DUTIES

- A. Review requests for substitutions with reasonable promptness.
- B. Coordinate review/approval of "Architect Approved" substitutions with the Owner prior to notifying the Barton Malow Company.
- C. Issue a written instruction of decision to accept the substitution.
- D. Substitution requests that are not approved will be returned to the party submitting the request with an explanation for the rejection.

2.04 SUBSTITUTION REQUEST FORM

- A. The form is attached to this Section.
- B. **SUBSTITUTIONS WILL BE CONSIDERED ONLY WHEN THE ATTACHED FORM IS COMPLETED AND INCLUDED WITH THE SUBMITTAL WITH ALL BACKUP DATA.**

SUBSTITUTION REQUEST FORM

TO: **BARTON MALOW COMPANY/KINGSCOTT ASSOCIATES**
1301 Boyd
Troy, MI 48083
PH – 248-823-4631 FAX – 248-823-4672

We hereby submit for your consideration the following product instead of the specified item for the above Project:

DRAWING NO.: _____ **DRAWING NAME:** _____

<u>SPEC. SECT.</u>	<u>SPEC. NAME</u>	<u>PARAGRAPH</u>	<u>SPECIFIED ITEM</u>
_____	_____	_____	_____

Proposed Substitution:

Attached complete information on changes to Drawings and/or Specifications which proposed substitution will require for its proper installation.

Submit with request all necessary samples and substantiating data to prove equal quality and performance to that which is specified. Clearly mark manufacturer's literature to indicate equality in performance.

CERTIFICATION OF EQUAL PERFORMANCE AND ASSUMPTION OF LIABILITY FOR EQUAL PERFORMANCE

The undersigned states that the function, appearance and quality are equivalent or superior to the specified item.

Submitted by:

Signature Title

Firm

Address

Telephone Date

Signature shall be by person having authority to legally bind his/her firm to the above terms. Failure to provide legally binding signature will result in retraction of approval.

For use by Architect:

___ Accepted ___ Accepted as Noted

___ Not Accepted ___ Received Too Late

___ Insufficient Data Received

By: _____

Date: _____

Fill in Blanks Below: (Attach additional sheets as required)

For Use by Owner:

___ Accepted ___ Accepted as Noted

___ Not Accepted ___ Received Too Late

___ Insufficient Data Received

By: _____

Date: _____

- A. Does the Substitution affect dimensions shown on Drawings?
Yes ___ No ___ If yes, clearly indicate changes: _____
- B. Will the undersigned pay for changes to the building design, including engineering and detailing costs caused by the requested substitution?
Yes ___ No ___ If no, fully explain: _____
- C. What affect does substitution have on other contracts or other trades?

- D. What affect does substitution have on the delivery and construction schedule? _____
- E. Manufacturer's warranties of the proposed and specified items are: ___ Same ___ Different
If Different, explain on an Attachment
- F. Reason for Request: _____
- G. Itemized comparison of specified item(s) with the proposed substitution; list significant variations:

- H. Accurate cost data comparing proposed substitution with product specified:

- I. This substitution will amount to a credit or an extra cost to the Owner of: _____ dollars
(\$ _____)

END OF SECTION 01630

**SECTION 01700
CONTRACT CLOSE-OUT**

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Attention is directed to Bidding and Contract Requirements, and to Division 1, General Requirements, which are hereby made a part of this Section.
- B. Comply with requirements stated in Sections 00500, 00700, 00800 and in Specifications for administrative procedures in closing out the Work. Where this Section conflicts with another Section or the technical Specifications, the provision granting greater rights or remedies to the Owner Barton Malow Company, or imposing the greater duty, standard, responsibility or obligation on Contractor shall govern.

1.02 DEFINITIONS

- A. Close-out is the process of organizing the general project requirements near the end of contract time to evidence the completion of the Work. The time of close-out directly relates to "Substantial Completion." It can either be a single time period for the entire Work, or a series of time periods for individual parts of the Work, which have been certified as Substantially Complete at different dates. Unless otherwise defined in the Contract Documents

Substantial Completion of the Work is the stage in the progress of construction when the **Work** is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

Substantial Completion of the Project is the stage when Project construction is sufficiently complete so the Owner can occupy or utilize the project for its intended use.

Final Completion of the Project is the stage when Certification of Substantial Completion has been issued by the Architect according to the terms and conditions of the Contract Documents and "approval of the Project Certificate for Payment has been received from the Architect (or Owner) and Barton Malow Company has received the proceeds of the Final Payment from the Owner in order to release final payment to the Contractor".

1.03 PROJECT COMPLETION

- A. Contract requirements shall be met when construction activities have successfully produced, in this order, these three Project completion milestones:
 - 1. Substantial Completion
 - 2. Final Completion
 - 3. Final Payment

PART 2 - CLOSE-OUT PROCESS

2.01 CONTRACT CLOSE OUT DOCUMENTATION

- A. Before processing the completion of all contractual responsibilities of a **Contractor**, and to expedite final payment to a **Contractor**, a detailed review of all contractual requirements will be performed along with compiling a list of deficiencies. Refer to Sections 00500, 00700 and 00800 for detailed requirements. Effective and timely contract close-out is the objective, but it also requires efficient and timely action of the

Contractor to provide the necessary punchlist completion Work, documents, materials, close-out documentation, and all other requirements set forth in the Contract Documents.

2.02 CLOSE-OUT PROCEDURE

- A. The following procedure and forms will be used to progress through the contract close-out stage in a productive and timely manner.

Step 1 PREPARATION FOR CONTRACT CLOSE-OUT

During the course of the Project, the **Contractor** will thoroughly review the Contract Documents as it relates to the requirements and obligations and gather and submit to Barton Malow Company the proper submittals, shop drawings, material certifications, waivers, certificates of insurance, bonds, and other contractual requirements impacting contract close-out.

Step 2 INITIATING THE FINAL CLOSE-OUT PROCESS

When nearing 75% completion of the Work, the **Contractor** will review the status of the Close-Out process with Barton Malow Company. The **Contractor's** contractual responsibilities will be reviewed and outstanding close-out and other submittals identified.

Step 3 OBTAINING THE CERTIFICATE OF SUBSTANTIAL COMPLETION

As the **Contractor** is nearing the completion of the Work and after concurrence with Barton Malow Company, it shall submit a written request for Substantial Completion, all required documentation as outlined, and a listing of all minor deficiencies yet to be completed.

The following documents are the minimum required at the time of request for Substantial Completion. **Contractor** shall also submit all additional documentation as required in the Contract Documents:

- a. AIA G704 Certificate of Substantial Completion
- b. As-built records (see Section 01720)
- c. Operation and Maintenance Manuals (see Section 01730)
Typically, all O&M manuals will be submitted to the Owner six months prior to acceptance of equipment systems or building occupancy
- c. Keys, Maintenance Stock, and Spare Parts - quantities as required in the specifications
- d. Test and Start-up/Owner Operational Instruction Sessions (see Section 01750)
- e. Submission of Permits and Approvals (i.e., Fire Marshal, Department of Public Health Approvals, etc.)
- f. Guarantee and Warranties (see Section 01740)
- h. Punchlist (list of work to be completed or corrected)

Once Barton Malow Company has received all required documents they will be forwarded to the Architect and Owner. Barton Malow Company will review the **Contractor's** request for Substantial Completion; all above documentation, and list of deficiencies, add appropriate comments, and forward to the Architect and/or Owner for review. In conjunction with the **Contractor**, Barton Malow Company will establish a schedule for the completion of all listed

items, which in no event shall exceed any time periods established in the Contract Documents for Final Completion.

When the Architect and/or Owner determine(s) that the Work is substantially complete, the Certificate of Substantial Completion shall be issued to the **Contractor**.

Step 4 CONTRACTOR COMPLETES PUNCHLIST WORK

Each **Contractor** shall submit a letter certifying all punchlist items are completed, in a manner acceptable to the Owner, Barton Malow Company and the Architect.

Step 5 FINAL INSPECTION NOTICE

Each **Contractor** is to forward (**written notice and accompanying documentation**) to Barton Malow Company that Work is ready for final inspection and acceptance. Barton Malow Company will forward written notice to the Architect if Barton Malow Company is in agreement that Work is complete. The Architect will perform a final inspection and sign off on the punchlist form if Work is in fact completed. If punchlist work is not found complete, the **Contractor** shall take action to remedy any insufficiencies and then shall re-submit the written notice and accompanying documentation that Work is ready for **final** inspection and acceptance. If Barton Malow Company and/or Architect are required to perform “**more than 2**” site visits to determine Substantial or Final Completion of **Contractor’s** Work, the costs for such additional inspections shall be charged to **Contractor**.

The following documents are the minimum required to complete final payment. **Contractor** shall also submit all additional documentation as required in the Contract Documents:

- a. Final Payment Request (on G702 & G703)
- b. Guarantees/Warranties (including subs and suppliers)
- c. Final Sworn Statements (including subs and suppliers)
- d. Acknowledgment of Payment and Partial Unconditional Release
- e. Final Release Subcontractor/Materialman
- f. Certified Payroll Report (projects governed by prevailing wage laws)
- g. Verification of Rate Classification and Payment (Federal projects)
- h. Consent of Surety Company to Final Payment (AIA G707)
- i. Consent of Surety to Reduction or Partial Release of Retainage (AIA G707A)
- j. Certificate of Substantial Completion (on G704)
- k. Completion and acceptance of all punchlist Work
- l. LEED Required documentation

Items b, c, d and e must always be submitted with the final request for payment.

Step 6 REVIEW OF FINAL PAYMENT REQUEST

Barton Malow Company and the Architect will review the **Contractor's** final payment request and Close-Out file. **Barton Malow Company reserves the right to withhold 200% of the estimated cost for each punchlist item not completed until complete.** If all administrative documents are attached or have been submitted (i.e. guarantee, warranty, waiver of lien, etc.), all Work is complete, and all other responsibilities are met, the Project Team will forward the Contractor's Application for Final Payment to the Owner and payment shall be processed according to the Owner's regular procedures.

2.03 FINAL COMPLETION

- A. To attain final completion, the **Contractor** shall complete activities pertaining to Substantial Completion, and complete Work on punch list items. Only then shall it issue written request to Barton Malow Company to conduct a site visit to determine Final Completion.
- B. When **Contractor** considers the Work is finally complete, it shall submit written certification that:
 - 1. Contract Documents have been reviewed.
 - 2. Work has been inspected for compliance with Contract Documents.
 - 3. Work has been completed in accordance with Contract Documents.
 - 4. Equipment and systems have been tested in the presence of the Owner's representative and are operational.
 - 5. Work is completed and ready for final observation.
- C. Barton Malow Company and/or Architect will make an observation to verify the status of completion with reasonable promptness after receipt of such certification.
- D. Should Barton Malow Company and/or Architect consider that the Work is incomplete or defective:
 - 1. Barton Malow Company will promptly notify the **Contractor** in writing, listing the incomplete or defective Work.
 - 2. **Contractor** shall take immediate steps to remedy the stated deficiencies, and send a second written certification to the Barton Malow Company that the Work is complete.
 - 3. Barton Malow Company and/or Architect will re-inspect the Work.
- E. When Barton Malow Company and/or Architect determines that the Work is acceptable under the Contract Documents, it shall request the **Contractor** to make close-out submittals.

2.04 CONTRACTOR'S CLOSE-OUT SUBMITTALS

- A. Evidence of compliance with requirements of governing authorities (state, local or federal):
 - 1. Certificates of Inspection:
 - a. Mechanical
 - b. Electrical
 - c. Others as required
- B. Project Record Documents: Refer to requirements of Section 01720.

- C. Operating and Maintenance Data, Instructions to Owner's Personnel: Refer to requirements of Section 01730.
- D. Warranties and Bonds: Refer to requirements of Individual Sections and Individual Technical Specifications and Section 01740.
- E. Spare Parts and Maintenance Materials: Refer to requirements of Individual Technical Specifications.
- F. Evidence of Payment and Release of Liens: Refer to requirements of General and Supplementary Conditions and Section 01290.
- G. LEED Required Documentation

END OF SECTION 01700

SECTION 01720
PROJECT RECORD DOCUMENTS

PART 1 - GENERAL**1.01 RELATED DOCUMENTS**

- A. Attention is directed to Bidding and Contract Requirements, and to Division 1, General Requirements, which are hereby made a part of this Section.

1.02 SUMMARY

- A. Each **Contractor** shall be responsible to maintain at the job site one copy of:
1. Record Contract Drawings
 2. Record Project Manual
 3. Addenda
 4. Reviewed/Approved Shop Drawings
 5. Change Orders
 6. Other modifications to Contract
 7. Field test records
 8. Affidavits
- B. Store documents apart from documents used for construction.
- C. Maintain documents in clean, dry, legible condition.
- D. Do not use project record documents for construction purposes.
- E. Make documents available for inspection by the Owner, Barton Malow Company and the Architect.
- F. Failure to maintain documents up-to-date will be cause for withholding payments to **Contractor**.
- G. At the outset of the project, obtain from the Architect through the Barton Malow Company, at no charge to the **Contractor**, one complete set of Contract Documents including:
1. Technical Specifications with all addenda.
 2. One complete set of prints of all Drawings.

1.03 RECORDING

- A. Label each document "Project Record".
- B. Keep record documents current.
- C. Do not permanently conceal any work until required information has been recorded.
- D. Contract Drawings:
1. **Contractor** may at his option enter required information on a "working set" and then at completion of Project transfer the information to final submitted "Project Record" set.
 2. **Contractor** shall legibly mark to record actual construction:
 - a. Depths of various elements of foundation in relation to survey data.
 - b. Horizontal and vertical location of underground utilities and appurtenances referenced to permanent surface improvements.

- c. Location and depths of internal utilities and appurtenances concealed in construction referenced to visible and accessible features of structure.
 - d. Field changes of dimension and detail.
 - e. Changes made by PCO – Notice to Proceed
 - f. Details not on original Contract Drawings.
- E. Technical Specifications and Addenda:
1. **Contractor** shall legibly mark up each section to record:
 - a. Manufacturer, trade name, catalog number and Supplier of each product and item of equipment actually installed.
 - b. Changes made by PCO - Notice to Proceed.
 - c. Other items not originally specified.
- F. Conversion of Schematic Layouts:
1. Arrangement of conduits, circuits, piping, ducts and similar items are in most cases shown schematically on the Drawings.
 2. **Contractor** shall legibly mark to record actual construction:
 - a. Dimensions accurate to within 1" of the center of items shown schematically.
 - b. Identify each item, for example, "cast iron drain", "galvanized water", etc.
 - c. Identify location of each item, for example, "under slab", "in ceiling plenum", "exposed", etc.
 3. The Owner, Architect or Barton Malow Company may waive requirements of schematic layout conversion, when in their opinion, it serves no beneficial purpose. Do not, however, rely on waivers being issued except as specifically issued by the Barton Malow Company in written form.

1.04 SUBMITTAL

- A. At completion of Project deliver, one (1) original and Two (2) copy sets of Record Documents, in a format acceptable to the Owner and the Architect, using the Final Document Submittal Form (in Section 01600 Forms), to Barton Malow Company prior to request for final payment.
- B. Accompany submittal with transmittal letter, in duplicate, containing:
 1. Date
 2. Project title and number
 3. Contractor's name and address
 4. Title and number of each record document
 5. Certification that each document as submitted is complete and accurate
 6. Signature of Contractor, or his authorized representative

END OF SECTION 01720

**SECTION 01730
OPERATIONS AND MAINTENANCE DATA**

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Attention is directed to Bidding and Contract Requirements, and to Division 1, General Requirements, which are hereby made a part of this Section.

1.02 SCOPE

- A. Compile product data and related information appropriate for Owner's maintenance and operation of products furnished under Contract.
1. Prepare operating and maintenance data as specified in this Section and as referenced in other pertinent sections of the Technical Specifications.
- B. Instruct Owner's personnel in maintenance of products and in operation of equipment and systems in accordance with the requirements in Section 01750 Systems Demonstration, Operational Instruction and Start-up.

1.03 QUALITY ASSURANCE

- A. Preparation of data shall be done by personnel:
1. Trained and experienced in maintenance and operation of described products.
 2. Familiar with requirements of this Section.
 3. Skilled as technical writer to the extent required to communicate essential data.
 4. Skilled as draftsman competent to prepare required drawings.

1.04 FORM OF SUBMITTALS

- A. Prepare data in the form of an instructional manual for use by Owner's personnel.
- B. Format:
1. Size: 8-1/2" x 11"
 2. Paper: white, for typed pages.
 3. Text: Manufacturer's printed data, or neatly typewritten.
 4. Drawings:
 - a. Provide reinforced punched binder tab, bind in with text.
 - b. Fold larger drawings to size of text pages.
 5. Provide fly-leaf for each separate product, or each piece of operating equipment.
 - a. Provide typed description of product, and major component parts of equipment.
 - b. Provide indexed tabs.
 6. Cover: Identify each volume with typed or printed title "OPERATING AND MAINTENANCE INSTRUCTIONS." list:
 - a. Title of Project.
 - b. Identity of separate structures as applicable.
 - c. Identity of general subject matter covered in the manual.
- C. Binders:
1. Commercial quality three-ring binders with durable and cleanable plastic covers.

2. Maximum ring size: 3"
3. When multiple binders are used, correlate the data into related consistent groupings.

1.05 CONTENT OF MANUAL

- A. Neatly typewritten table of contents for each volume, arranged in systematic order.
 1. Contractors, name of responsible principal, address and telephone number.
 2. A list of each product required to be included, indexed to content of the volume.
 3. List with each product, name, address and telephone number of:
 - a. Subcontractor or installer.
 - b. Maintenance contractor, as appropriate.
 - c. Identify area of responsibility of each.
 - d. Local source of supply for parts and replacement.
 4. Identify each product by product name and other identifying symbols as set forth in Contract Documents.
- B. Product Data:
 1. Include only those sheets which are pertinent to the specific product.
 2. Annotate each sheet to:
 - a. Clearly identify specific product or part installed.
 - b. Clearly identify data applicable to installation.
 - c. Delete references to inapplicable information.
- C. Drawings:
 1. Supplement product data with drawings as necessary to clearly illustrate:
 - a. Relations of component parts or equipment and systems.
 - b. Control and flow diagrams.
 2. Coordinate drawings with information in Project Record Documents to assure correct illustration of completed installation.
 3. Contractor may use Project Record Documents as maintenance drawings - coordinate with Barton Malow Company.
- D. Written text, as required to supplement product data for the particular installation:
 1. Organize in consistent format under separate headings for different procedures.
 2. Provide logical sequence of instructions for each procedure.
- E. Copy of each warranty, bond and service contract issued.
 1. Provide information sheet for Owner's personnel, give:
 - a. Proper procedures in event of failure.
 - b. Instances which might affect validity of warranties or bonds.

1.06 MANUAL REVIEW AND PREPARATION SCHEDULE

- A. Submit two copies of preliminary draft of proposed formats and outlines of contents to Barton Malow Company prior to start of preparation.
 1. Architect will review draft and return one copy with comments.
- B. Submit two (2) copies of completed data in final form to the Barton Malow Company at least six (6) months before the end of the project, for Owner review.

1. Copy will be returned after final inspection or acceptance, with comments.
- C. Submit copies of completed operation and maintenance manuals at least two (2) weeks before execution and have at hand for use in demonstrations and instructions.
- D. Submit specified number of copies of approved data in final form to the Barton Malow Company ten (10) days after final inspection or acceptance.

PART 2 - PRODUCTS

2.01 MANUAL FOR MATERIALS AND FINISHES

- A. Submit two (2) copies of complete manual in final form.
- B. Content, for architectural products, applied materials and finishes:
 1. Manufacturer's data, giving full information on products.
 - a. Catalog number, size, and composition.
 - b. Color and texture designations.
 - c. Information required for reordering special-manufactured products.
 2. Instructions for care, maintenance and preventative maintenance.
 - a. Manufacturer's recommendation for types of cleaning agents and methods.
 - b. Cautions against cleaning agents and methods which are detrimental to product.
 - c. Recommended schedule for cleaning and maintenance.
- C. Content, for moisture-protection and weather-exposed products:
 1. Manufacturer's data, giving full information on products.
 - a. Applicable standards.
 - b. Chemical composition.
 - c. Details of installation.
 2. Instructions for inspection, maintenance and repair.
- D. Additional requirements for maintenance data: Reference sections of Technical Specifications.

2.02 MANUAL FOR EQUIPMENT AND SYSTEMS

- A. Submit two (2) copies of complete manual in final form.
- B. Content, for each unit of equipment and system, as appropriate:
 1. Description of unit and component parts.
 - a. Function, normal operating characteristics, and limiting conditions.
 - b. Performance curves, engineering data and tests.
 - c. Complete nomenclature and commercial number of replaceable parts.
 2. Operating procedures:
 - a. Start-up, break-in, routine and normal operating instructions.
 - b. Regulation, control, stopping, shutdown and emergency instructions.
 - c. Summer and winter operating instructions.
 - d. Special operating instructions.
 3. Maintenance and Preventative Maintenance Procedures:
 - a. Routine operations.
 - b. Guide to "trouble-shooting".
 - c. Disassembly, repair and re-assemble.

- d. Alignment, adjusting and checking.
 4. Servicing and lubrication schedule.
 - a. List of lubricants required.
 5. Manufacturer's printed operating and maintenance instructions.
 6. Description of sequence of operation by control manufacturer.
 7. Original manufacturer's parts, list, illustrations, assembly drawings and diagrams required for maintenance.
 - a. Predicted life of parts subject to wear.
 - b. Items recommended to be stocked as spare parts.
 8. As-installed control diagrams by controls manufacturer.
 9. Each Contractor's coordination drawings.
 - a. As-installed color coded piping diagrams.
 10. Charts of valve tag numbers, with location and function of each valve.
 11. List of original manufacturer's spare parts, manufacturer's current prices, and recommended quantities to be maintained in storage.
 12. Other data as required under pertinent sections of specifications.
- C. Content, for each electric and electronic system, as appropriate:
1. Description of system and component parts.
 - a. Function, normal operating characteristics and limiting conditions.
 - b. Performance curves, engineering data and tests.
 - c. Complete nomenclature and commercial number of replaceable parts.
 2. Circuit directories of panel boards.
 - a. Electrical service.
 - b. Controls.
 - c. Communications.
 3. As-installed color coded wiring diagrams.
 4. Operating procedures:
 - a. Routine and normal operating instructions.
 - b. Sequences required.
 - c. Special operating instructions.
 5. Maintenance and preventative maintenance procedures:
 - a. Routine operations.
 - b. Guide to "trouble-shooting".
 - c. Disassembly, repair and re-assemble.
 - d. Adjustment and checking.
 6. Manufacturer's printed operating and maintenance instructions.
 7. List of original manufacturer's spare parts, manufacturer's current prices, and recommended quantities to be maintained in storage.
 8. Other data as required under pertinent sections of specifications.
- D. Prepare and include additional data when the need for such data becomes apparent during instruction of Owner's personnel.
- E. Additional requirements for operating and maintenance data: Reference sections of Technical Specifications.

END OF SECTION 01730

**SECTION 01740
WARRANTIES AND GUARANTEES**

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Attention as directed to Bidding and Contract Requirements, and to Division 1, General requirements, which are hereby made part of this section.

1.02 SUMMARY

- A. This section includes administrative and procedural requirements for warranties required by the Contract Documents, including manufacturers' standard warranties on products and special warranties:
1. Refer to General Conditions for terms of the Contractor's period and obligations for Correction of the Work.
- B. Related Sections: The following sections also contain requirements that relate to this section:
1. Division 1 Section "Contract Close-out" specifies contract close-out procedures.
 2. Divisions 2 through 16 Sections for specific requirements for warranties on products and installations specified to be warranted.
 3. Certifications and other commitments and agreements for continuing services to Owner are specified elsewhere in the Contract Documents.
- C. Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products. Manufacturer's disclaimers and limitations on product warranties do not relieve suppliers, manufacturers, and subcontractors required to countersign special warranties with the Contractor.

1.03 DEFINITIONS

- A. **Standard Product Warranties** are preprinted written warranties published by individual manufacturers for particular products and are specifically endorsed by manufacturer to Owner.
- B. **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.

1.04 WARRANTY REQUIREMENTS

- A. Deliver all written warranties and guarantees required by the Contract Documents with the Owner and Barton Malow Company named as beneficiaries. All warranties shall include labor and materials, shall be signed by the manufacturer or subcontractor as the case may be, and countersigned by the Contractor. All written warranties shall be addressed to the Owner and delivered to Barton Malow Company upon completion of the Project, before or with the submission of Request for Final Payment.
- B. In addition to all other warranties set forth in the Contract Documents or imposed by applicable law, Contractor warrants to Owner and Barton Malow Company that the Work will be free from defects and performed in strict conformity with the requirements of the Contract Documents. This warranty survives the termination of the Agreement and shall only be extinguished by limitation periods imposed by applicable law and shall not be limited by any other provisions contained in the Agreement, including any provisions or time periods related to Contractor's obligation to correct defective Work.

- C. Contractor, upon signing the Agreement, shall obtain and forward to Barton Malow Company any and all Standard Product Warranties for products, materials and systems covered under its Agreement. The Manufacturer's warranties do NOT relieve the Contractor from its warranty obligations under the Contract Documents.
- D. Special Warranties shall become effective on a date established by the Project Team. This date generally shall be the date of Final Completion of the Project or Substantial Completion of the Project or portions thereof as agreed upon by the Project Team. In the case of acceptance of a portion of the Work or Project, separate warranties shall be issued for those specific portions of the Project that were accepted, and shall be dated the date the specific portion was accepted. As additional Work is accepted, separate warranties for those specific portions of the Work shall be issued and properly dated. Issuance of warranties for a portion of the Work shall in no way become the basis for Application for Final Payment.
- E. If for any reason, the Bidder cannot warrant any part of the Work using products, materials, or construction methods that have been specified or shown, it shall notify Barton Malow Company in writing at least ten (10) days before the bid submission date, giving reasons together with the names of products and data on substitutions it can guarantee. Should the Bidder fail to so notify Barton Malow Company within this time period, it will be bound to all warranties and guarantees as set forth in the Contract Documents.
- F. Related Damages and Losses: In correcting Work that has been rejected as defective or otherwise failing to conform to the Contract Documents, whether before or after Substantial Completion, Contractor shall bear all related costs, including, but not necessarily limited to, the cost to correct the Work, the cost to correct all other Work that has been damaged by the defective or non-conforming Work, or that is damaged in the process of correcting the defective or nonconforming Work, and the cost of all additional testing and inspections and compensation for the Architect and/or Barton Malow Company's services and expenses made necessary thereby.
- G. Reinstatement of Warranty: When Work covered by a warranty with a specific time period has failed and has been corrected by Contractor, the warranty shall be reinstated for a time period equal to the original warranty.
- H. Express warranties are in addition to implied warranties and shall not limit the duties, obligations, rights, and remedies otherwise available to the Owner or Barton Malow Company under the law. Express warranty periods shall not be interpreted as limitations on the time in which Owner or Barton Malow Company may enforce Contractor's duties and obligation or their rights and remedies under the Agreement and applicable law.
 - 1. Rejection of Warranties: The Owner and Barton Malow Company reserve the right to reject warranties and to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
- I. Where the Contract Documents require a Special Warranty, or similar commitment on the Work or part of the Work, the Owner and Barton Malow Company reserve the right to refuse to accept the Work, until the Contractor presents evidence that the entities required to countersign such commitments are willing to do so.

1.05 SUBMITTALS

- A. Submit one (1) original and one (1) copy of written warranties to the Barton Malow Company within fourteen (14) days of Substantial Completion using the form found in section 01600-Forms and organizing the warranty documents into an orderly sequence based on the table of contents of the Project Manual. If the project Team's 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 Barton Malow Company.

- B. When the Contract Documents require Contractor, or Contractor and a Subordinate Party to execute a Special Warranty, prepare a written document that contains appropriate terms and identification, ready for execution by the required parties. Submit a draft to the Barton Malow Company for approval prior to final execution.
- C. Forms for warranties are included in Section 01600-Forms. Prepare a written document utilizing the appropriate form, ready for execution by Contractor and its Subordinate Party(ies). Submit a draft to Barton Malow Company for approval prior to final execution.
 - 1. Refer to Divisions 2 through 16 Sections for specific content requirements and particular requirements for submitting Special Warranties.

END OF SECTION 01740

**SECTION 01750
SYSTEMS DEMONSTRATION, TRAINING AND START-UP**

PART 1 - GENERAL**1.01 RELATED DOCUMENTS**

- A. Attention is directed to Bidding and Contract Requirements, and to Division 1, General Requirements, which are hereby made a part of this Section.

1.02 SCOPE

- A. Procedures for demonstration of equipment operation and instruction of Owner's personnel. This will be coordinated through Barton Malow Company.

1.03 QUALITY ASSURANCE

- A. When specified in individual Sections, require manufacturer to provide authorized representative to demonstrate operation of equipment and systems, instruct Owner's personnel, and provide written report that demonstrations and instructions have been completed.
- B. Barton Malow Company will provide list of personnel to receive instructions, and will coordinate their attendance at agreed-upon times.

1.04 SUBMITTALS

- A. Submit preliminary schedule to Barton Malow Company for Architect's and Owner's approval, listing times and dates for demonstration of each item of equipment and each system, at least two (2) weeks prior to proposed dates.
- B. Submit one (1) report within one week after completion of demonstrations, that demonstrations and instructions have been satisfactorily completed. Give time and date of each demonstration, and hours devoted to demonstration, with a list of persons present.

PART 2 - EXECUTION**2.01 PREPARATION**

- A. Provide substantiating information that verifies equipment has been inspected and put into operation; testing, adjusting, and balancing has been performed; and equipment and systems are fully operational.
- B. Submit copies of completed operation and maintenance manuals (see Section 01730) at least two (2) weeks before execution and have at hand for use in demonstrations and instructions.
- C. Barton Malow Company will develop a schedule for the system demonstration, Operational Instruction, start-up and turn over of all systems and equipment.

2.02 DEMONSTRATION AND INSTRUCTIONS

- A. Demonstrate operation and maintenance of equipment and systems to the Owner's, Barton Malow Company's and Architect's personnel two (2) weeks prior to date of final inspection. For equipment requiring seasonal operation, perform instructions for other seasons within six months. Contractor shall document the testing, equipment start-up and Operational Instruction sessions as required using the following forms in Section 01600 Forms:

1. Equipment/System Acceptance - This form will be completed for each piece of equipment or system for each contract that requires operational testing and/or Operational Instruction before acceptance. This will document the date of testing, the equipment tested, names of personnel which witnessed the testing and acceptance.
 2. Owner Operational Instruction - This form will be completed for each contract that requires Operational Instruction to be provided to the Owner's personnel. This will document the date of Operational Instruction, type of Operational Instruction, names of the personnel trained and acceptance of the Operational Instruction.
- B. The amount of time required for instruction on each item of equipment and system is that specified in individual sections or as mutually agreed upon between Contractor and Barton Malow Company.
- C. Demonstrate start-up, operation, control, adjustment, troubleshooting, servicing, maintenance, and shutdown of each item of equipment at agreed-upon times, at designated location.
- D. Use operation and maintenance manuals as basis of instruction and review the contents of the manuals with personnel in full detail to explain all aspects of operations and maintenance.
- E. Prepare and insert additional data in operations and maintenance manuals when need for additional data becomes apparent during instructions.

END OF SECTION 01750

Supplement Troy Schools Contract

Insertion after 13.4.1

Notwithstanding the forgoing if construction laborers are used are included as part of the construction managers general conditions budget, construction manager shall be reimbursed for all of its cost incident to provide such labor including wages, benefits, plus an administrative fee equal to 12% of its cost of providing the labor

SPECIFICATIONS

FOR

TROY SCHOOL DISTRICT BID PACKAGE NO. 9488

BP/LA SCIENCE ROOM CASEWORK
TROY SCHOOL DISTRICT
TROY, MICHIGAN

FEBRUARY 11, 2008

A/E # 2643-29

OWNER

TROY SCHOOL DISTRICT
4400 LIVERNOIS RD
TROY, MICHIGAN 48098
(248) 823-4000

ARCHITECTS/ENGINEERS

KINGSCOTT ASSOCIATES, INC.
229 EAST MICHIGAN AVENUE, SUITE 335
KALAMAZOO, MICHIGAN 49007
(269) 381-4880

LANDSCAPE ARCHITECTS

O'BOYLE, COWELL, BLALOCK
521 SOUTH RIVERVIEW DRIVE
KALAMAZOO, MICHIGAN 49004
(269) 381-3357

CONSTRUCTION MANAGER

BARTON MALOW COMPANY
26500 AMERICAN DRIVE
SOUTHFIELD, MICHIGAN 49034
(248) 436-5000

Kingscott Associates, Inc.
Architects/Engineers
Kalamazoo, Michigan

Troy School District
Boulan & Larson Science Labs
Troy, Michigan

SECTION 12355
INSTITUTIONAL CASEWORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

- 1. Plastic-laminate-faced wood cabinets of stock design.
- 2. Molded Epoxy Resin countertops and backsplashes and sinks.

B. Related Sections:

- 1. Division 6 Section "Interior Architectural Woodwork."
- 2. Division 9 Section "Resilient Wall Base and Accessories" for resilient base applied to manufactured wood casework.

1.3 DEFINITIONS

- A. MDF: Medium-density fiberboard.
- B. Exposed Portions of Cabinets: Surfaces visible when doors and drawers are closed, including bottoms of cabinets more than 48 inches above floor, and surfaces visible in open cabinets.
- C. Semiexposed Portions of Cabinets: Surfaces behind opaque doors, such as interiors of cabinets, shelves, dividers, interiors and sides of drawers, and interior faces of doors. Tops of cases 78 inches or more above floor are defined as semiexposed.
- D. Concealed Portions of Cabinets: Surfaces not usually visible after installation, including sleepers, web frames, dust panels, and ends and backs that are placed directly against walls or other cabinets.
- E. Hardwood Plywood: A panel product composed of layers or plies of veneer, or of veneers in combination with lumber core, hardboard core, MDF core, or particleboard core, joined with adhesive, and faced both front and back with hardwood veneers.

1.4 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Shop Drawings: Include plans, elevations, sections, details, and attachments to other work. Show fabrication details, including types and locations of hardware. Show installation details, including field joints and filler panels. Indicate manufacturer's catalog numbers for casework.
- C. Qualification Data: For qualified Installer.

1.5 QUALITY ASSURANCE

- A. Manufacturer Qualifications: A qualified manufacturer that is certified for chain of custody by an FSC-accredited certification body.
- B. Installer Qualifications: Manufacturer's authorized representative who is trained and approved for installation of units required for this Project.
- C. Source Limitations: Obtain manufactured wood casework from single source from single manufacturer.
- D. Quality Standard: Unless otherwise indicated, comply with requirements for modular cabinets in AWI's "Architectural Woodwork Quality Standards."
- E. Product Designations: Drawings indicate sizes, configurations, and finish material of manufactured wood casework by referencing designated manufacturer's catalog numbers. Other manufacturers' casework of similar sizes and door and drawer configurations, of same finish material, and complying with the Specifications may be considered. Refer to Division 1 Section "Product Requirements."

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver manufactured wood casework only after painting, utility roughing-in, and similar operations that could damage, soil, or deteriorate casework have been completed in installation areas. If casework must be stored in other than installation areas, store only in areas where environmental conditions meet requirements specified in "Project Conditions" Article.
- B. Keep finished surfaces covered with polyethylene film or other protective covering during handling and installation.

1.7 PROJECT CONDITIONS

- A. Environmental Limitations: Do not deliver or install manufactured wood casework until spaces are enclosed and weathertight, wet work in spaces is complete and dry, work above ceilings is complete, and temporary HVAC system is operating and maintaining ambient temperature and humidity conditions at occupancy levels during the remainder of the construction period.
- B. Environmental Limitations: Do not deliver or install manufactured wood casework until building is enclosed, wet work is complete, and HVAC system is operating and maintaining

temperature between 60 and 90 deg F and relative humidity at occupancy levels during the remainder of the construction period.

- C. Field Measurements: Verify actual dimensions of construction contiguous with manufactured wood casework by field measurements before fabrication.

1.8 COORDINATION

- A. Coordinate layout and installation of framing and reinforcements in walls and partitions for support of manufactured wood casework.

1.9 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of manufactured wood casework that fail in materials or workmanship within specified warranty period.

1. Failures include, but are not limited to, the following:
 - a. Delamination of components or other failures of glue bond.
 - b. Warping of components.
 - c. Failure of operating hardware.
 - d. Deterioration of finishes.
2. Warranty Period: Ten years from date of Substantial Completion.

1.10 EXTRA MATERIALS

- A. Furnish complete touchup kit for each type and finish of manufactured wood casework provided. Include scratch fillers, stains, finishes, and other materials necessary to perform permanent repairs to damaged casework finish.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following:
 1. Plastic-Laminate-Faced Manufactured Casework:
 - a. Case Systems Inc.
 - b. Stevens Industries, Inc.
 - c. TMI Systems Design Corporation.
 - d. Strata.
 - e. Flairwood Industries.

2.2 MATERIALS, GENERAL

- A. Low-Emitting Materials: Provide manufactured wood casework, including countertops, made with adhesives and composite wood products containing no urea formaldehyde.
- B. Maximum Moisture Content for Lumber: 7 percent for hardwood and 12 percent for softwood.
- C. Hardwood Plywood: HPVA HP-1, either veneer core or particleboard core unless otherwise indicated.
- D. Softwood Plywood: DOC PS 1.
- E. Particleboard: ANSI A208.1, Grade M-2.
- F. Hardboard: AHA A135.4, Class 1 Tempered.
- G. Plastic Laminate: High-pressure decorative laminate complying with NEMA LD 3.
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Formica Corporation.
 - b. Nevamar Company, LLC; Decorative Products Div.
 - c. Wilsonart International; Div. of Premark International, Inc.

2.3 CABINET MATERIALS

- A. Exposed Cabinet Materials:
 - 1. Plastic Laminate: Grade VGS.
 - 2. Unless otherwise indicated, provide specified edgebanding on all exposed edges.
- B. Semiexposed Cabinet Materials:
 - 1. Plastic Laminate: Grade VGS.
 - a. Provide plastic laminate for semiexposed surfaces unless otherwise indicated.
 - b. Provide plastic laminate for interior faces of doors and drawer fronts and where indicated.
- C. Concealed Cabinet Materials:
 - 1. Plastic Laminate: Grade BKL.

2.4 DESIGN, COLOR, AND FINISH

- A. Design: Provide manufactured wood casework of the following design:
 - i. Flush overlay with wire pulls.

- B. Plastic-Laminate Colors, Patterns, and Finishes: As indicated in Schedule.
- C. PVC Edgebanding Color: As indicated in Schedule.
- D. Solid-Surfacing Material Colors and Patterns: As indicated in Schedule.

2.5 CABINET FABRICATION

- A. Plastic-Laminate-Faced Cabinet Construction:
 - 1. Bottoms and Ends of Cabinets, and Tops of Wall Cabinets and Tall Cabinets: 3/4-inch particleboard, plastic-laminate faced on exposed surfaces, melamine faced on semiexposed surfaces.
 - 2. Shelves: 3/4-inch particleboard, plastic-laminate faced on exposed surfaces, melamine faced.
 - 3. Backs of Cabinets: 1/2-inch particleboard, plastic-laminate faced on exposed surfaces, melamine faced on semiexposed surfaces.
 - 4. Drawer Fronts: 3/4-inch particleboard, plastic-laminate faced.
 - 5. Drawer Sides and Backs: 1/2-inch melamine faced particleboard, with glued dovetail or multiple-dowel joints.
 - 6. Drawer Bottoms: 1/4-inch melamine faced particleboard glued and dadoed into front, back, and sides of drawers. Use 1/2-inch material for drawers more than 24 inches wide.
 - 7. Doors: 3/4-inch particleboard or MDF, plastic-laminate faced.
- B. Filler Strips: Provide as needed to close spaces between cabinets and walls, ceilings, and indicated equipment. Fabricate from same material and with same finish as cabinets.

2.6 CASEWORK HARDWARE AND ACCESSORIES

- A. Hardware, General: Unless otherwise indicated, provide manufacturer's standard satin-finish, commercial-quality, heavy-duty hardware.
 - 1. Use threaded metal or plastic inserts with machine screws for fastening to particleboard except where hardware is through-bolted from back side.
- B. Butt Hinges: Powder-coated, semiconcealed, 5-knuckle hinges complying with BHMA A156.9, Grade 1, with antifriction bearings and rounded tips. Provide 2 hinges for doors less than 48 inches high and 3 hinges for doors more than 48 inches high.
- C. Pulls: Solid aluminum wire pulls, fastened from back with two screws. Provide 2 pulls for drawers more than 24 inches wide. Provide satin finish.
- D. Pulls: Semirecessed plastic pulls. For sliding doors, provide recessed plastic flush-pulls. Provide 2 pulls for drawers more than 24 inches wide.
- E. Door Catches: Powder-coated, nylon-roller spring catch or dual, self-aligning, permanent magnet catch. Provide 2 catches on doors more than 48 inches high.

- F. Drawer Slides: BHMA A156.9, Type B05091.
 - 1. Heavy Duty (Grade 1HD-100 and Grade 1HD-200): Side mounted; full-extension type; zinc-plated, steel ball-bearing slides.
 - 2. Box Drawer Slides: 150 lbf.
 - 3. File Drawer Slides: 200 lbf.
- G. Label Holders: Chrome plated, sized to receive standard label cards approximately 1 by 2 inches, attached with screws or brads.
 - 1. Provide label holders where indicated.
- H. Drawer and Hinged Door Locks: Cylindrical (cam) type, 5-pin tumbler, brass with chrome-plated finish, and complying with BHMA A156.11, Grade 1.
 - 1. Provide a minimum of two keys per lock and six master keys.
 - 2. Provide locks on all doors and drawers.
- I. Adjustable Shelf Supports: 2-pin locking plastic shelf rests complying with BHMA A156.9, Type B04013.
- J. Grommets for Cable Passage through Countertops: 1-1/2-inch OD, black, molded-plastic grommets and matching plastic caps with slot for wire passage.

2.7 COUNTERTOPS

- A. Countertops, General: Provide smooth, clean exposed tops and edges in uniform plane free of defects. Provide front and end overhang of 1 inch over base cabinets.
- B. Molded Epoxy Resin Tops: Molded from a modified epoxy resin that has been especially compounded and cured to provide the optimum physical and chemical resistance properties required of a heavy duty laboratory table top. Color shall be black in color.
- C. Top and Backsplash: Provide a uniform mixture throughout thickness. Tops and curbs shall be non-glaring and black in color. Provide 1-1/4" thick table tops, with drip grooves provided on the underside at all exposed edges. Provide all exposed edges except as indicated below, rounded to a 1/4" radius at front top edge.
- D. Chemical Resin Sinks: Shall be installed using undercounter mount installation. Refer to Mechanical Spec. Division 15 for faucets, drains and for plumbing connections and Casework Tag Schedule for specifications.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas, with Installer present, for compliance with requirements for installation tolerances, location of framing and reinforcements, and other conditions affecting performance of manufactured wood casework.

- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 CASEWORK INSTALLATION

- A. Install level, plumb, and true; shim as required, using concealed shims. Where manufactured wood casework abuts other finished work, apply filler strips and scribe for accurate fit, with fasteners concealed where practical.
- B. Base Cabinets: Set cabinets straight, level, and plumb. Adjust subtops within 1/16 inch of a single plane. Fasten cabinets to masonry or framing, wood blocking, or reinforcements in walls and partitions with fasteners spaced 24 inches o.c. Bolt adjacent cabinets together with joints flush, tight, and uniform. Align similar adjoining doors and drawers to a tolerance of 1/16 inch.
 - 1. Where base cabinets are not installed adjacent to walls, fasten to floor at toe space with fasteners spaced 16 inches o.c. Secure sides of cabinets to floor, where they do not adjoin other cabinets, with not less than two fasteners.
- C. Wall Cabinets: Hang cabinets straight, level, and plumb. Adjust fronts and bottoms within 1/16 inch of a single plane. Fasten to hanging strips, masonry, or framing, blocking, or reinforcements in walls or partitions. Align similar adjoining doors to a tolerance of 1/16 inch.
 - 1. Fasten through back, near top and bottom, at ends, and not more than 16 inches o.c.
 - 2. Use expansion anchors at solid masonry.
 - 3. Use No. 10 wafer-head screws sized for 1-inch penetration at wood hanging strips.
 - 4. Use No. 10 wafer-head screws sized for 1-inch penetration into wood framing or blocking at wood-framed partitions.
- D. Install hardware uniformly and precisely. Set hinges snug and flat in mortises unless otherwise indicated. Adjust and align hardware so moving parts operate freely and contact points meet accurately. Allow for final adjustment after installation.
- E. Adjust casework and hardware so doors and drawers operate smoothly without warp or bind. Lubricate operating hardware as recommended by manufacturer.

3.3 INSTALLATION OF TOPS

- A. Field Jointing: Where possible make in the same manner as shop jointing, using dowels, splines, adhesives, and fasteners recommended by manufacturer. Prepare edges to be joined in shop so Project-site processing of top and edge surfaces is not required. Locate field joints where shown on Shop Drawings.
 - 1. Secure field joints in plastic-laminate countertops with concealed clamping devices located within 6 inches of front and back edges and at intervals not exceeding 24 inches. Tighten according to manufacturer's written instructions to exert a constant, heavy-clamping pressure at joints.
- B. Secure tops to cabinets with Z- or L-type fasteners or equivalent, using two or more fasteners at each front, end, and back.

- C. Abut top and edge surfaces in one true plane, with internal supports placed to prevent deflection.
- D. Secure backsplashes and end splashes to tops with concealed metal brackets at 16 inches o.c. and walls with adhesive.
- E. Seal junctures of tops, splashes, and walls with mildew-resistant silicone sealant or another permanently elastic sealing compound recommended by countertop material manufacturer.

3.4 CLEANING AND PROTECTING

- A. Repair or remove and replace defective work as directed on completion of installation.
- B. Clean finished surfaces, touch up as required, and remove or refinish damaged or soiled areas to match original factory finish, as approved by Architect.
- C. Protection: Provide 6-mil plastic or other suitable water-resistant covering over countertop surfaces. Tape to underside of countertop at a minimum of 48 inches o.c. Remove protection at Substantial Completion.

3.5 PLASTIC LAMINATE SCHEDULE

- A. Vertical Surfaces: Pionite, Hardrock Maple WM791.
 - 1. Edgebanding: Woodtape, Hard Rock Maple #4125

END OF SECTION 12355

MANUF. LISTED HERE ARE FOR REFERENCE ONLY. REFER TO SPECIFICATION FOR APPROVED BIDDERS.

TAG #	LSI STYLE #	TMI STYLE #	STEVENS STYLE #	WIDTH	SIZE DEPTH	HEIGHT	DESCRIPTION	Notes
	34" DRAWER BASE CABINETS							Locking of cabinets is typical unless noted otherwise (UNO)
B-65	1240/1250	D4000	10370 Mod.	15"	24"	36"	Drawer base. 4 drawers equal size.	
B-66	1240/1250	D4000	10370 Mod.	15"	18"	36"	Drawer base. 4 drawers equal size.	
B-67	1240/1250	D4000	10370 Mod.	18"	18"	36"	Drawer base. 4 drawers equal size.	
	34" SINK BASE CABINETS							
B-93	1162 Mod.	B2502	10475	36"	24"	36"	Sink base with Epoxy top and ring stands. 2 hinged doors, adjustable shelves. Ring stands to include uprights and crossbars. Ring stands to be threaded and removable.	Locking
B-93a	1162 Mod.	B2502 Mod.	10475 Mod.	36"	24"	36"	Custom Sink base with Epoxy top and ring stands. 2 hinged doors, adjustable shelves. Ring stands to include uprights and crossbars. Ring stands to be threaded and removable.	Locking

30" DOOR WALL CABINET

W-203 3052 W2052 15129 36" 14" 30" Wall cabinet.
2 hinged doors, 1 adjustable shelf. Clear inside depth of 12". Locking

W-210 3062 W2051 15120 15" 14" 30" Wall cabinet.
1 door hinged right, 1 adjustable shelf. Clear inside depth of 12". Locking

84" TALL CLOSED STORAGE

T-13 5062 T2052 25129 36" 24" 84" Tall storage.
2 doors, 5 adjustable shelves. Locking

60" TALL MOBILE STORAGE

T-11 5063 Mod. T2062 Mod. 25129 Mod. 48" 24" 60" Tall storage.
2 doors, 4 adjustable shelves, fixed vertical divider. Locking

ADA SINK BASES

BF-21 B2502 36" 24' 34" Sink base cabinet with Epoxy top and ring stands. Must meet ADA requirements. 2 recessing doors. Provide Accuride "Pro-Pocketing" door hardware. Ring stands to include uprights and crossbars. Ring stands to be threaded and removable.

DEMO UNIT

Refer to drawings for elevation and plan details. To include: 30" sink base, 30" knee space, 30" drawer base, 18" mobile unit. Epoxy tops and sink.

Locking

DMO-1

84" 30" 36"

SCIENCE ACCESSORIES

Goggle Cabinet. Reinforced steel cabinet, Chem Lab rack for 35 pairs of goggle, built in germicidal lamp, fully shielded, auto timer, 7ft elect cord. Provide 35 goggle for each cabinet.

Campbell
Rhea #6782
(35) #6786

GC-1

25" 10" 32"

KS-1

Folding half-round top.

Fixed Height Science Table with Acid-Resistant High Pressure Plastic Laminate Table Top with 3mm edgebanding. Color as selected by architect/client. Fixed height of 29" H. Maple wood construction, solid hardwood legs with levelers and black leg shoes. Metal to metal threaded heavy duty construction. 1" thick black epoxy top. Weight capacity of 600 lbs.

ST-1

48" 24" 29"

EPOXY SINKS

S-1	EPOXY SINK	12"	8" D.	15"	Epoxy Sink @ science classrooms. Color to be BLACK.	At student lab stations
S-2	EPOXY SINK	12"	4" D.	15"	Epoxy Sink @ science classrooms. Color to be BLACK.	Sink must meet ADA requirements. Student ADA sink.
S-3	EPOXY SINK	18"	12" D.	22"	Epoxy Sink @ science classrooms. Color to be BLACK.	At Demo unit

Kingscott Associates, Inc.
Architects/Engineers
Kalamazoo, Michigan

Troy School District
Boulan & Larson Science Labs
Troy, Michigan

SECTION 12355
INSTITUTIONAL CASEWORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

- 1. Plastic-laminate-faced wood cabinets of stock design.
- 2. Molded Epoxy Resin countertops and backsplashes and sinks.

B. Related Sections:

- 1. Division 6 Section "Interior Architectural Woodwork."
- 2. Division 9 Section "Resilient Wall Base and Accessories" for resilient base applied to manufactured wood casework.

1.3 DEFINITIONS

A. MDF: Medium-density fiberboard.

B. Exposed Portions of Cabinets: Surfaces visible when doors and drawers are closed, including bottoms of cabinets more than 48 inches above floor, and surfaces visible in open cabinets.

C. Semiexposed Portions of Cabinets: Surfaces behind opaque doors, such as interiors of cabinets, shelves, dividers, interiors and sides of drawers, and interior faces of doors. Tops of cases 78 inches or more above floor are defined as semiexposed.

D. Concealed Portions of Cabinets: Surfaces not usually visible after installation, including sleepers, web frames, dust panels, and ends and backs that are placed directly against walls or other cabinets.

E. Hardwood Plywood: A panel product composed of layers or plies of veneer, or of veneers in combination with lumber core, hardboard core, MDF core, or particleboard core, joined with adhesive, and faced both front and back with hardwood veneers.

1.4 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Shop Drawings: Include plans, elevations, sections, details, and attachments to other work. Show fabrication details, including types and locations of hardware. Show installation details, including field joints and filler panels. Indicate manufacturer's catalog numbers for casework.
- C. Qualification Data: For qualified Installer.

1.5 QUALITY ASSURANCE

- A. Manufacturer Qualifications: A qualified manufacturer that is certified for chain of custody by an FSC-accredited certification body.
- B. Installer Qualifications: Manufacturer's authorized representative who is trained and approved for installation of units required for this Project.
- C. Source Limitations: Obtain manufactured wood casework from single source from single manufacturer.
- D. Quality Standard: Unless otherwise indicated, comply with requirements for modular cabinets in AWI's "Architectural Woodwork Quality Standards."
- E. Product Designations: Drawings indicate sizes, configurations, and finish material of manufactured wood casework by referencing designated manufacturer's catalog numbers. Other manufacturers' casework of similar sizes and door and drawer configurations, of same finish material, and complying with the Specifications may be considered. Refer to Division 1 Section "Product Requirements."

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver manufactured wood casework only after painting, utility roughing-in, and similar operations that could damage, soil, or deteriorate casework have been completed in installation areas. If casework must be stored in other than installation areas, store only in areas where environmental conditions meet requirements specified in "Project Conditions" Article.
- B. Keep finished surfaces covered with polyethylene film or other protective covering during handling and installation.

1.7 PROJECT CONDITIONS

- A. Environmental Limitations: Do not deliver or install manufactured wood casework until spaces are enclosed and weathertight, wet work in spaces is complete and dry, work above ceilings is complete, and temporary HVAC system is operating and maintaining ambient temperature and humidity conditions at occupancy levels during the remainder of the construction period.
- B. Environmental Limitations: Do not deliver or install manufactured wood casework until building is enclosed, wet work is complete, and HVAC system is operating and maintaining

temperature between 60 and 90 deg F and relative humidity at occupancy levels during the remainder of the construction period.

- C. Field Measurements: Verify actual dimensions of construction contiguous with manufactured wood casework by field measurements before fabrication.

1.8 COORDINATION

- A. Coordinate layout and installation of framing and reinforcements in walls and partitions for support of manufactured wood casework.

1.9 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of manufactured wood casework that fail in materials or workmanship within specified warranty period.

1. Failures include, but are not limited to, the following:
 - a. Delamination of components or other failures of glue bond.
 - b. Warping of components.
 - c. Failure of operating hardware.
 - d. Deterioration of finishes.
2. Warranty Period: Ten years from date of Substantial Completion.

1.10 EXTRA MATERIALS

- A. Furnish complete touchup kit for each type and finish of manufactured wood casework provided. Include scratch fillers, stains, finishes, and other materials necessary to perform permanent repairs to damaged casework finish.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following:

1. Plastic-Laminate-Faced Manufactured Casework:
 - a. Case Systems Inc.
 - b. Stevens Industries, Inc.
 - c. TMI Systems Design Corporation.
 - d. Strata.
 - e. Flairwood Industries.

2.2 MATERIALS, GENERAL

- A. Low-Emitting Materials: Provide manufactured wood casework, including countertops, made with adhesives and composite wood products containing no urea formaldehyde.
- B. Maximum Moisture Content for Lumber: 7 percent for hardwood and 12 percent for softwood.
- C. Hardwood Plywood: HPVA HP-1, either veneer core or particleboard core unless otherwise indicated.
- D. Softwood Plywood: DOC PS 1.
- E. Particleboard: ANSI A208.1, Grade M-2.
- F. Hardboard: AHA A135.4, Class 1 Tempered.
- G. Plastic Laminate: High-pressure decorative laminate complying with NEMA LD 3.
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Formica Corporation.
 - b. Nevamar Company, LLC; Decorative Products Div.
 - c. Wilsonart International; Div. of Premark International, Inc.

2.3 CABINET MATERIALS

- A. Exposed Cabinet Materials:
 - 1. Plastic Laminate: Grade VGS.
 - 2. Unless otherwise indicated, provide specified edgebanding on all exposed edges.
- B. Semiexposed Cabinet Materials:
 - 1. Plastic Laminate: Grade VGS.
 - a. Provide plastic laminate for semiexposed surfaces unless otherwise indicated.
 - b. Provide plastic laminate for interior faces of doors and drawer fronts and where indicated.
- C. Concealed Cabinet Materials:
 - 1. Plastic Laminate: Grade BKL.

2.4 DESIGN, COLOR, AND FINISH

- A. Design: Provide manufactured wood casework of the following design:
 - 1. Flush overlay with wire pulls.

- B. Plastic-Laminate Colors, Patterns, and Finishes: As indicated in Schedule.
- C. PVC Edgebanding Color: As indicated in Schedule.
- D. Solid-Surfacing Material Colors and Patterns: As indicated in Schedule.

2.5 CABINET FABRICATION

- A. Plastic-Laminate-Faced Cabinet Construction:
 1. Bottoms and Ends of Cabinets, and Tops of Wall Cabinets and Tall Cabinets: 3/4-inch particleboard, plastic-laminate faced on exposed surfaces, melamine faced on semiexposed surfaces.
 2. Shelves: 3/4-inch particleboard, plastic-laminate faced on exposed surfaces, melamine faced.
 3. Backs of Cabinets: 1/2-inch particleboard, plastic-laminate faced on exposed surfaces, melamine faced on semiexposed surfaces.
 4. Drawer Fronts: 3/4-inch particleboard, plastic-laminate faced.
 5. Drawer Sides and Backs: 1/2-inch melamine faced particleboard, with glued dovetail or multiple-dowel joints.
 6. Drawer Bottoms: 1/4-inch melamine faced particleboard glued and dadoed into front, back, and sides of drawers. Use 1/2-inch material for drawers more than 24 inches wide.
 7. Doors: 3/4-inch particleboard or MDF, plastic-laminate faced.
- B. Filler Strips: Provide as needed to close spaces between cabinets and walls, ceilings, and indicated equipment. Fabricate from same material and with same finish as cabinets.

2.6 CASEWORK HARDWARE AND ACCESSORIES

- A. Hardware, General: Unless otherwise indicated, provide manufacturer's standard satin-finish, commercial-quality, heavy-duty hardware.
 1. Use threaded metal or plastic inserts with machine screws for fastening to particleboard except where hardware is through-bolted from back side.
- B. Butt Hinges: Powder-coated, semiconcealed, 5-knuckle hinges complying with BHMA A156.9, Grade 1, with antifriction bearings and rounded tips. Provide 2 hinges for doors less than 48 inches high and 3 hinges for doors more than 48 inches high.
- C. Pulls: Solid aluminum wire pulls, fastened from back with two screws. Provide 2 pulls for drawers more than 24 inches wide. Provide satin finish.
- D. Pulls: Semirecessed plastic pulls. For sliding doors, provide recessed plastic flush-pulls. Provide 2 pulls for drawers more than 24 inches wide.
- E. Door Catches: Powder-coated, nylon-roller spring catch or dual, self-aligning, permanent magnet catch. Provide 2 catches on doors more than 48 inches high.

- F. Drawer Slides: BHMA A156.9, Type B05091.
 - 1. Heavy Duty (Grade 1HD-100 and Grade 1HD-200): Side mounted; full-extension type; zinc-plated, steel ball-bearing slides.
 - 2. Box Drawer Slides: 150 lbf.
 - 3. File Drawer Slides: 200 lbf.
- G. Label Holders: Chrome plated, sized to receive standard label cards approximately 1 by 2 inches, attached with screws or brads.
 - 1. Provide label holders where indicated.
- H. Drawer and Hinged Door Locks: Cylindrical (cam) type, 5-pin tumbler, brass with chrome-plated finish, and complying with BHMA A156.11, Grade 1.
 - 1. Provide a minimum of two keys per lock and six master keys.
 - 2. Provide locks on all doors and drawers.
- I. Adjustable Shelf Supports: 2-pin locking plastic shelf rests complying with BHMA A156.9, Type B04013.
- J. Grommets for Cable Passage through Countertops: 1-1/2-inch OD, black, molded-plastic grommets and matching plastic caps with slot for wire passage.

2.7 COUNTERTOPS

- A. Countertops, General: Provide smooth, clean exposed tops and edges in uniform plane free of defects. Provide front and end overhang of 1 inch over base cabinets.
- B. Molded Epoxy Resin Tops: Molded from a modified epoxy resin that has been especially compounded and cured to provide the optimum physical and chemical resistance properties required of a heavy duty laboratory table top. Color shall be black in color.
- C. Top and Backsplash: Provide a uniform mixture throughout thickness. Tops and curbs shall be non-glaring and black in color. Provide 1-1/4" thick table tops, with drip grooves provided on the underside at all exposed edges. Provide all exposed edges except as indicated below, rounded to a 1/4" radius at front top edge.
- D. Chemical Resin Sinks: Shall be installed using undercounter mount installation. Refer to Mechanical Spec. Division 15 for faucets, drains and for plumbing connections and Casework Tag Schedule for specifications.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas, with Installer present, for compliance with requirements for installation tolerances, location of framing and reinforcements, and other conditions affecting performance of manufactured wood casework.

- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 CASEWORK INSTALLATION

- A. Install level, plumb, and true; shim as required, using concealed shims. Where manufactured wood casework abuts other finished work, apply filler strips and scribe for accurate fit, with fasteners concealed where practical.
- B. Base Cabinets: Set cabinets straight, level, and plumb. Adjust subtops within 1/16 inch of a single plane. Fasten cabinets to masonry or framing, wood blocking, or reinforcements in walls and partitions with fasteners spaced 24 inches o.c. Bolt adjacent cabinets together with joints flush, tight, and uniform. Align similar adjoining doors and drawers to a tolerance of 1/16 inch.
 - 1. Where base cabinets are not installed adjacent to walls, fasten to floor at toe space with fasteners spaced 16 inches o.c. Secure sides of cabinets to floor, where they do not adjoin other cabinets, with not less than two fasteners.
- C. Wall Cabinets: Hang cabinets straight, level, and plumb. Adjust fronts and bottoms within 1/16 inch of a single plane. Fasten to hanging strips, masonry, or framing, blocking, or reinforcements in walls or partitions. Align similar adjoining doors to a tolerance of 1/16 inch.
 - 1. Fasten through back, near top and bottom, at ends, and not more than 16 inches o.c.
 - 2. Use expansion anchors at solid masonry.
 - 3. Use No. 10 wafer-head screws sized for 1-inch penetration at wood hanging strips.
 - 4. Use No. 10 wafer-head screws sized for 1-inch penetration into wood framing or blocking at wood-framed partitions.
- D. Install hardware uniformly and precisely. Set hinges snug and flat in mortises unless otherwise indicated. Adjust and align hardware so moving parts operate freely and contact points meet accurately. Allow for final adjustment after installation.
- E. Adjust casework and hardware so doors and drawers operate smoothly without warp or bind. Lubricate operating hardware as recommended by manufacturer.

3.3 INSTALLATION OF TOPS

- A. Field Jointing: Where possible make in the same manner as shop jointing, using dowels, splines, adhesives, and fasteners recommended by manufacturer. Prepare edges to be joined in shop so Project-site processing of top and edge surfaces is not required. Locate field joints where shown on Shop Drawings.
 - 1. Secure field joints in plastic-laminate countertops with concealed clamping devices located within 6 inches of front and back edges and at intervals not exceeding 24 inches. Tighten according to manufacturer's written instructions to exert a constant, heavy-clamping pressure at joints.
- B. Secure tops to cabinets with Z- or L-type fasteners or equivalent, using two or more fasteners at each front, end, and back.

- C. Abut top and edge surfaces in one true plane, with internal supports placed to prevent deflection.
- D. Secure backsplashes and end splashes to tops with concealed metal brackets at 16 inches o.c. and walls with adhesive.
- E. Seal junctures of tops, splashes, and walls with mildew-resistant silicone sealant or another permanently elastic sealing compound recommended by countertop material manufacturer.

3.4 CLEANING AND PROTECTING

- A. Repair or remove and replace defective work as directed on completion of installation.
- B. Clean finished surfaces, touch up as required, and remove or refinish damaged or soiled areas to match original factory finish, as approved by Architect.
- C. Protection: Provide 6-mil plastic or other suitable water-resistant covering over countertop surfaces. Tape to underside of countertop at a minimum of 48 inches o.c. Remove protection at Substantial Completion.

3.5 PLASTIC LAMINATE SCHEDULE

- A. Vertical Surfaces: Pionite, Hardrock Maple WM791.
 - 1. Edgebanding: Woodtape, Hard Rock Maple #4125

END OF SECTION 12355

MANUF. LISTED HERE ARE FOR REFERENCE ONLY. REFER TO SPECIFICATION FOR APPROVED BIDDERS.

TAG #	LSI STYLE #	TMI STYLE #	STEVENS STYLE #	WIDTH	SIZE DEPTH	HEIGHT	DESCRIPTION	Notes
34" DRAWER BASE CABINETS								Locking of cabinets is typical unless noted otherwise (UNO)
B-65	1240/1250	D4000	10370 Mod.	15"	24"	36"	Drawer base. 4 drawers equal size.	
B-66	1240/1250	D4000	10370 Mod.	15"	18"	36"	Drawer base. 4 drawers equal size.	
B-67	1240/1250	D4000	10370 Mod.	18"	18"	36"	Drawer base. 4 drawers equal size.	Locking
34" SINK BASE CABINETS								
B-93	1162 Mod.	B2502	10475	36"	24"	36"	Sink base. 2 hinged doors, adjustable shelves.	Locking
B-93a	1162 Mod.	B2502 Mod.	10475 Mod.	36"	24"	36"	Custom Sink base. 2 hinged doors, adjustable shelves.	Locking
30" DOOR WALL CABINET								
W-203	3052	W2052	15129	36"	14"	30"	Wall cabinet. 2 hinged doors, 1 adjustable shelf. Clear inside depth of 12".	Locking
W-210	3062	W2051	15120	15"	14"	30"	Wall cabinet. 1 door hinged right, 1 adjustable shelf. Clear inside depth of 12".	Locking
84" TALL CLOSED STORAGE								
T-13	5062	T2052	25129	36"	24"	84"	Tall storage. 2 doors, 5 adjustable shelves.	Locking

60" TALL MOBILE STORAGE

T-11	5063 Mod.	T2062 Mod.	25129 Mod.	48"	24"	60"	Tall storage. 2 doors, 4 adjustable shelves, fixed vertical divider.	Locking
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ADA SINK BASES

BF-21		B2502		36"	24"	34"	Sink base cabinet. Must meet ADA requirements. 2 recessing doors. Provide Accuride "Pro-Pocketing" door hardware.	
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DEMO UNIT

DMO-1				84"	30"	36"	Refer to drawings for elevation and plan details. To include: 30" sink base, 30" knee space, 30" drawer base, 18" mobile unit. Epoxy tops and sink.	Locking
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SCIENCE ACCESSORIES

GC-1		Campbell Rhea #6782 (35) #6786		25"	10"	32"	Goggle Cabinet. Reinforced steel cabinet, Chem Lab rack for 35 pairs of goggle, built in germicidal lamp, fully shielded, auto timer, 7ft elect cord. Provide 35 goggle for each cabinet.	
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KS-1							Folding half-round top.	
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ST-1		48"	24"	29"	Fixed Height Science Table with Epoxy top. Fixed height of 29" H. Maple wood construction, solid hardwood legs with levelers and black leg shoes. Metal to metal threaded heavy duty construction. 1" thick black epoxy top. Weight capacity of 600 lbs.
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EPOXY SINKS

S-1	EPOXY SINK	12"	8" D.	15"	Epoxy Sink @ science classrooms. Color to be BLACK.	At student lab stations
S-2	EPOXY SINK	12"	4" D.	15"	Epoxy Sink @ science classrooms. Color to be BLACK.	Sink must meet ADA requirements. Student ADA sink.
S-3	EPOXY SINK	18"	12" D.	22"	Epoxy Sink @ science classrooms. Color to be BLACK.	At Demo unit

Barton

Malow

Design/Construction Services

**Troy School District
2004 Bond Program
Troy, MI**

**Boulan Park & Larson
Science Room Casework
Bid Package # 9488**

Addendum #1

Issue Date: February 25, 2008

Bid Due Date: March 4, 2008 @ 3PM



Client: Troy School District
 Project Name: BP / LA Science Room
 Casework
 Bid Pack No. 9488
 Location: Troy, Michigan
 Project Number: 041049
 Issue Date: Tuesday, February 25, 2008

Construction / Services

ADDENDUM No. 1

BID DATE: March 4, 2008

BID TIME: 3:00 PM - Local Time

Location: Troy School District

1140 Rankin

Troy, MI 48083

This Addendum is required to inform Bidders of revisions to the Contract Documents.

All requirements contained in the Contract Documents shall apply to this Addendum and the general character of the work called for in this Addendum shall be the same as originally set forth in the applicable portions of the contract.

This Addendum is hereby made a part of the Contract Documents and shall assume its position of relevance in the Contract Documents.

Drawings **Are** issued with this Addendum. Corrections are in **bold print**.

The following are included as part of this Addendum:

1. Kingscott Architect Inc. portion of the Addendum
2. Pre-Bid Meeting Minutes
3. Project Manual Section 00220 Work Scopes
 - a. Work Scope – 12.1 – Institutional Casework
4. Project Manual Section 00870 – Labor Relations w/ prevailing wages
5. SSSI – Site Specific Safety Information
6. RFI's - 9 Questions
 - a. Please note the spreadsheet at the front of this section is a compilation of the pages that follow.
7. Plan holders Listing
8. Boulan Park & Larson Science Room Renovations Drawings (BP # 9498) - To be used for casework demolition information and for reference of other trades work.

Kingscott Associates, Inc.
Architects/Engineers
Kalamazoo, Michigan

February 21, 2008

Troy School District
Boulan Park/Larson Middle Schools
Science Room Renovation
Troy, Michigan
A/E #2643-29

ADDENDUM NO. 1

SPECIAL NOTE:

The Notice to Bidders, Instructions to Bidders, General Conditions of the Contract for Construction, Supplementary Conditions of the Contract for Construction, and all modifications and previously issued Contract Documentation are a part of this Addendum.

SCOPE OF WORK:

The following items are changes, additions, deletions, clarifications and/or errors and omissions in plans and specifications, and shall be considered by each Bidder in making up and submitting his proposal. All of these items shall be considered a part of the Contract Documents.

NOTICE TO ALL BIDDERS:

All Bidders shall take note of all items covered by this Addendum. Each Bidder shall review the total scope of his responsibilities will respect to his contract work and his interface with the work of others, as well as his required interface with their work.

ATTACHMENTS:

Drawing Package for Bid Pak #9498 included for Reference.

**Specification Section 01731 Cutting and Patching
Specification Section 01732 Selective Demolition
Specification Section 07920 Joint Sealants**

SPECIFICATIONS:

Item #01

Section 12355 - INSTITUTIONAL CASEWORK – CASEWORK SCHEDULE

Revise KS-1 Item as follows;

Tag: KS-1

Width: 48" DIA.

Depth: 24"

Height: 36"

Description: Fixed Height Half-round Science Table with 1" Black Epoxy Table Top. Fixed height of 36" H. Maple wood construction, solid hardwood legs. Provide heavy-duty locking castors on tables acceptable for VCT floors. Weight capacity of 600 lbs.

SPECIFICATIONS (con't):

Item #02

Section 12355 - INSTITUTIONAL CASEWORK – CASEWORK SCHEDULE – Epoxy Sinks

Add item S-4 as follows;

Tag: S-4 Epoxy Sink

Width: 12”

Depth: 8” D

Height: 15” D

Description: Epoxy Sink @ science classrooms. Color to be BLACK.

Notes: Sink same as S-1, Refer to Mechanical Dwgs., for fixture specifications

Item #03

Section 01731 Cutting and Patching

Include attached section to Specifications

Item #04

Section 01732 Selective Demolition

Include attached section to Specifications

Item #05

Section 7920 Joint Sealants

Include attached section to Specifications

DRAWINGS:

Item #01

Boulan Park and Larson Middle Schools, Science Rooms #301, #313, #328, #336, #340, #351;

Sinks within peninsula portion of layout designated as “S-1” should be referred to as “S-4”.

Refer to Attached Drawings, Bid Pack #9498 for proper designation.

SECTION 01731
CUTTING AND PATCHING

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 procedural requirements for cutting and patching.
- B. Related Sections include the following:
 - 1. Division 1 Section "Selective Demolition" for demolition of selected portions of the building.
 - 2. Divisions 2 through 16 Sections for specific requirements and limitations applicable to cutting and patching individual parts of the Work.
 - 3. Division 7 Section "Through-Penetration Firestop Systems" for patching fire-rated construction.

1.3 DEFINITIONS

- A. Cutting: Removal of in-place construction necessary to permit installation or performance of other Work.
- B. Patching: Fitting and repair work required to restore surfaces to original conditions after installation of other Work.

1.4 QUALITY ASSURANCE

- A. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.
- B. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that result in increased maintenance or decreased operational life or safety. Operating elements include the following:
 - 1. Primary operational systems and equipment.
 - 2. Air or smoke barriers.

3. Fire-suppression systems.
 4. Mechanical systems piping and ducts. Control systems.
 5. Communication systems.
 6. Electrical wiring systems.
 7. Operating systems of special construction in Division 13 Sections.
- C. Miscellaneous Elements: Do not cut and patch miscellaneous elements or related components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that result in increased maintenance or decreased operational life or safety. Miscellaneous elements include the following:
1. Water, moisture, or vapor barriers.
 2. Membranes and flashings.
 3. Exterior curtain-wall construction.
 4. Equipment supports.
 5. Piping, ductwork, vessels, and equipment.
 6. Noise- and vibration-control elements and systems.
- D. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

1.5 WARRANTY

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during cutting and patching operations, by methods and with materials so as not to void existing warranties.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections.
- B. In-Place Materials: Use materials identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
1. If identical materials are unavailable or cannot be used, use materials that, when installed, will match the visual and functional performance of in-place materials.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed.
 - 1. Compatibility: Before patching, verify compatibility with and suitability of substrates, including compatibility with in-place finishes or primers.
 - 2. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Temporary Support: Provide temporary support of Work to be cut.
- B. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- C. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
- D. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to minimize interruption to occupied areas.

3.3 PERFORMANCE

- A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
 - 1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
 - 1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 - 2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
 - 3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.

4. Excavating and Backfilling: Comply with requirements in applicable Division 2 Sections where required by cutting and patching operations.
 5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
 6. Proceed with patching after construction operations requiring cutting are complete.
- C. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections.
1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.
 2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
 - a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
 - b. Restore damaged pipe covering to its original condition.
 3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
 - a. Where patching occurs in a painted surface, apply primer and intermediate paint coats over the patch and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.
 4. Ceilings: Patch, repair, or re-hang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
 5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weather-tight condition.
- D. Cleaning: Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar materials.

END OF SECTION 01731

Kingscott Associates, Inc.
Architects/Engineers
Kalamazoo, Michigan

Troy School District
Boulan Park/Larson Middle Schools
Science Room Renovation
Troy, Michigan

SECTION 01732
SELECTIVE DEMOLITION

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 the following:
 - 1. Demolition and removal of selected portions of building or structure.
 - 2. Demolition and removal of selected site elements.
 - 3. Salvage of existing items to be reused or recycled.
- B. Related Sections include the following:
 - 1. Division 1 Section "Temporary Facilities and Controls" for temporary construction and environmental-protection measures for selective demolition operations.
 - 2. Division 1 Section "Construction Waste Management" for disposal of demolished materials.
 - 3. Division 1 Section "Cutting and Patching" for cutting and patching procedures.
 - 4. Division 2 Section "Site Clearing" for site clearing and removal of above- and below-grade improvements.

1.3 DEFINITIONS

- A. Remove: Detach items from existing construction and legally dispose of them off-site, unless indicated to be removed and salvaged or removed and reinstalled.
- B. Remove and Salvage: Detach items from existing construction and deliver them to Owner.
- C. Remove and Reinstall: Detach items from existing construction, prepare them for reuse, and reinstall them where indicated.
- D. Existing to Remain: Existing items of construction that are not to be removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

1.4 SUBMITTALS

- A. Inventory: After selective demolition is complete, submit a list of items that have been removed and salvaged.
- B. Pre-demolition Photographs or Videotapes: Show existing conditions of adjoining construction and site improvements, including finish surfaces, which might be misconstrued as damage caused by selective demolition operations. Comply with Division 1 Section "Photographic Documentation." Submit before Work begins.
- C. Landfill Records: Indicate receipt and acceptance of hazardous wastes by a landfill facility licensed to accept hazardous wastes.
 - 1. Comply with submittal requirements in Division 1 Section "Construction Waste Management."

1.5 QUALITY ASSURANCE

- A. Demolition Firm Qualifications: An experienced firm that has specialized in demolition work similar in material and extent to that indicated for this Project.
- B. Refrigerant Recovery Technician Qualifications: Certified by an EPA-approved certification program.
- C. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- D. Standards: Comply with ANSI A10.6 and NFPA 241.
- E. Pre-demolition Conference: Conduct conference at Project site to comply with requirements in Division 1 Section "Project Management and Coordination."

1.6 PROJECT CONDITIONS

- A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.
- B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- C. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- D. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.
 - 1. Hazardous materials will be removed by Owner before start of the Work.

2. If materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Owner will remove hazardous materials under a separate contract.
- E. Storage or sale of removed items or materials on-site is not permitted.
- F. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
 1. Maintain fire-protection facilities in service during selective demolition operations.

1.7 WARRANTY

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials so as not to void existing warranties.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped.
- B. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.
- C. Inventory and record the condition of items to be removed and reinstalled and items to be removed and salvaged.
- D. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Architect.
- E. Engage a professional engineer to survey condition of building to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of structure or adjacent structures during selective demolition operations.
- F. Survey of Existing Conditions: Record existing conditions by use of preconstruction photographs or preconstruction videotapes.
- G. Perform surveys as the Work progresses to detect hazards resulting from selective demolition activities.

3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Services/Systems: Maintain services/systems indicated to remain and protect them against damage during selective demolition operations.
- B. Service/System Requirements: Locate, identify, disconnect, and seal or cap off indicated utility services and mechanical/electrical systems serving areas to be selectively demolished.
 - 1. Owner will arrange to shut off indicated services/systems when requested by Contractor.
 - 2. Arrange to shut off indicated utilities with utility companies.
 - 3. If services/systems are required to be removed, relocated, or abandoned, before proceeding with selective demolition provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.
 - 4. Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit after bypassing.
 - a. Where entire wall is to be removed, existing services/systems may be removed with removal of the wall.

3.3 PREPARATION

- A. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
 - 1. Comply with requirements for access and protection specified in Division 1 Section "Temporary Facilities and Controls."
- B. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
 - 1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
 - 2. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.
 - 3. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
 - 4. Cover and protect furniture, furnishings, and equipment that have not been removed.
 - 5. Comply with requirements for temporary enclosures, dust control, heating, and cooling specified in Division 1 Section "Temporary Facilities and Controls."
- C. Temporary Shoring: Provide and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.
 - 1. Strengthen or add new supports when required during progress of selective demolition.

3.4 SELECTIVE DEMOLITION, GENERAL

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
1. Proceed with selective demolition systematically, from higher to lower level. Complete selective demolition operations above each floor or tier before disturbing supporting members on the next lower level.
 2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to remain.
 3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
 4. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain fire watch and portable fire-suppression devices during flame-cutting operations.
 5. Maintain adequate ventilation when using cutting torches.
 6. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
 7. Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.
 8. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
 9. Dispose of demolished items and materials promptly.
- B. Removed and Salvaged Items:
1. Clean salvaged items.
 2. Pack or crate items after cleaning. Identify contents of containers.
 3. Store items in a secure area until delivery to Owner.
 4. Transport items to Owner's storage area designated by Owner.
 5. Protect items from damage during transport and storage.
- C. Removed and Reinstalled Items:
1. Clean and repair items to functional condition adequate for intended reuse. Paint equipment to match new equipment.
 2. Pack or crate items after cleaning and repairing. Identify contents of containers.
 3. Protect items from damage during transport and storage.
 4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.
- D. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition and cleaned and reinstalled in their original locations after selective demolition operations are complete.

3.5 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS

- A. Concrete: Demolish in small sections. Cut concrete to a depth of at least 3/4 inch at junctures with construction to remain, using power-driven saw. Dislodge concrete from reinforcement at perimeter of areas being demolished, cut reinforcement, and then remove remainder of concrete indicated for selective demolition. Neatly trim openings to dimensions indicated.
- B. Masonry: Demolish in small sections. Cut masonry at junctures with construction to remain, using power-driven saw, then remove masonry between saw cuts.
- C. Concrete Slabs-on-Grade: Saw-cut perimeter of area to be demolished, then break up and remove.
- D. Resilient Floor Coverings: Remove floor coverings and adhesive according to recommendations in RFCI-WP and its Addendum.
 - 1. Remove residual adhesive and prepare substrate for new floor coverings by one of the methods recommended by RFCI.
- E. Air-Conditioning Equipment: Remove equipment without releasing refrigerants.

3.6 DISPOSAL OF DEMOLISHED MATERIALS

- A. General: Except for items or materials indicated to be recycled, reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, remove demolished materials from Project site and legally dispose of them in an EPA-approved landfill.
 - 1. Do not allow demolished materials to accumulate on-site.
 - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
 - 3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
- B. Burning: Do not burn demolished materials.
- C. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

3.7 CLEANING

- A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION 01732

SECTION 07920
JOINT SEALANTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes joint sealants for the following applications, including those specified by reference to this Section:

- 1. Exterior joints in the following vertical surfaces and horizontal nontraffic surfaces:
 - a. Control and expansion joints in unit masonry.
 - b. Joints between different materials listed above.
 - c. Perimeter joints between materials listed above and frames of doors, windows and louvers.
 - d. Control and expansion joints in ceilings and other overhead surfaces.
 - e. Other joints as indicated.
- 2. Exterior joints in the following horizontal traffic surfaces:
 - a. Isolation and contraction joints in cast-in-place concrete slabs.
 - b. Joints between different materials listed above.
 - c. Other joints as indicated.
- 3. Interior joints in the following vertical surfaces and horizontal nontraffic surfaces:
 - a. Control and expansion joints on exposed interior surfaces of exterior walls.
 - b. Perimeter joints of exterior openings where indicated.
 - c. Vertical joints on exposed surfaces of interior unit masonry walls and partitions.
 - d. Perimeter joints between interior wall surfaces and frames of interior doors, windows and elevator entrances.
 - e. Joints between plumbing fixtures and adjoining walls, floors, and counters.
 - f. Other joints as indicated.
- 4. Interior joints in the following horizontal traffic surfaces:
 - a. Isolation joints in cast-in-place concrete slabs.
 - b. Other joints as indicated.

B. Related Sections include the following:

1. Division 4 Section "Unit Masonry Assemblies" for masonry control and expansion joint fillers and gaskets.
2. Division 7 Section "Through-Penetration Firestop Systems" for sealing joints in fire-resistance-rated construction.

1.3 PERFORMANCE REQUIREMENTS

- A. Provide elastomeric joint sealants that establish and maintain watertight and airtight continuous joint seals without staining or deteriorating joint substrates.
- B. Provide joint sealants for interior applications that establish and maintain airtight and water-resistant continuous joint seals without staining or deteriorating joint substrates.

1.4 QUALITY ASSURANCE

- A. Installer Qualifications: Manufacturer's authorized Installer who is approved or licensed for installation of elastomeric sealants required for this Project.
- B. Source Limitations: Obtain each type of joint sealant through one source from a single manufacturer.
- C. Mockups: Build mockups incorporating sealant joints, as follows, to verify selections made under sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution:
 1. Joints in mockups of assemblies specified in other Sections that are indicated to receive elastomeric joint sealants, which are specified by reference to this Section.

1.5 PROJECT CONDITIONS

- A. Do not proceed with installation of joint sealants under the following conditions:
 1. When ambient and substrate temperature conditions are outside limits permitted by joint-sealant manufacturer or are below 40 deg F.
 2. When joint substrates are wet.
 3. Where joint widths are less than those allowed by joint-sealant manufacturer for applications indicated.
 4. Contaminants capable of interfering with adhesion have not yet been removed from joint substrates.

1.6 WARRANTY

- A. Special Installer's Warranty: Installer's standard form in which Installer agrees to repair or replace elastomeric joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.
 1. Warranty Period: Two years from date of Substantial Completion.

- B. Special Manufacturer's Warranty: Manufacturer's standard form in which elastomeric sealant manufacturer agrees to furnish elastomeric joint sealants to repair or replace those that do not comply with performance and other requirements specified in this Section within specified warranty period.
 - 1. Warranty Period: Twenty years from date of Substantial Completion.
- C. Special warranties specified in this Article exclude deterioration or failure of elastomeric joint sealants from the following:
 - 1. Movement of the structure resulting in stresses on the sealant exceeding sealant manufacturer's written specifications for sealant elongation and compression caused by structural settlement or errors attributable to design or construction.
 - 2. Disintegration of joint substrates from natural causes exceeding design specifications.
 - 3. Mechanical damage caused by individuals, tools, or other outside agents.
 - 4. Changes in sealant appearance caused by accumulation of dirt or other atmospheric contaminants.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Products: Subject to compliance with requirements, provide one of the products listed in other Part 2 articles.

2.2 MATERIALS, GENERAL

- A. Compatibility: Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by sealant manufacturer, based on testing and field experience.
- B. Colors of Exposed Joint Sealants: As selected by Architect from manufacturer's full range.

2.3 ELASTOMERIC JOINT SEALANTS

- A. Elastomeric Sealants: Comply with ASTM C 920 and other requirements indicated for each liquid-applied chemically curing sealant specified, including those referencing ASTM C 920 classifications for type, grade, class, and uses related to exposure and joint substrates.
- B. Stain-Test-Response Characteristics: Where elastomeric sealants are specified to be nonstaining to porous substrates, provide products that have undergone testing according to ASTM C 1248 and have not stained porous joint substrates indicated for Project.
- C. Suitability for Contact with Food: Where elastomeric sealants are indicated for joints that will come in repeated contact with food, provide products that comply with 21 CFR 177.2600.

D. Single-Component Neutral- and Basic-Curing Silicone Sealant **ES-1**:

1. Products:

- a. Dow Corning Corporation; 790.
- b. Tremco; Spectrem 1 (Basic).
- c. Pecora Corporation; 864.
- d. Pecora Corporation; 890.
- e. Polymeric Systems Inc.; PSI-641.
- f. Sonneborn, Division of ChemRex Inc.; Omniseal.
- g. Tremco; Spectrem 3.
- h. Dow Corning Corporation; 791.
- i. Dow Corning Corporation; 795
- j. Pecora Corporation; 865.
- k. Pecora Corporation; 895.
- l. Pecora Corporation; 898.

2. Type and Grade: S (single component) and NS (nonsag).

3. Class: 100/50.

4. Use Related to Exposure: NT (nontraffic).

5. Uses Related to Joint Substrates: M, G, A, and, as applicable to joint substrates indicated, O.

- a. Use O Joint Substrates: Coated glass, color anodic aluminum, aluminum coated with a high-performance coating, galvanized steel and brick.

E. Single-Component Mildew-Resistant Neutral-Curing Silicone Sealant **ES-2**:

1. Available Products:

- a. Pecora Corporation; 898.
- b. Tremco; Tremsil 600 White.

2. Type and Grade: S (single component) and NS (nonsag).

3. Class: 25.

4. Use Related to Exposure: NT (nontraffic).

5. Uses Related to Joint Substrates: M, G, A, and, as applicable to joint substrates indicated, O.

- a. Use O Joint Substrates: Coated glass, color anodic aluminum, aluminum coated with a high-performance coating, galvanized steel, ceramic tile and other Use O substrate.

2.4 LATEX JOINT SEALANTS

- A. Latex Sealant LS-1: Comply with ASTM C 834, Type P, Grade NF.
- B. Products:
 - 1. Pecora Corporation; AC-20+.
 - 2. Sonneborn, Division of ChemRex Inc.; Sonolac.
 - 3. Tremco; Tremflex 834.

2.5 JOINT-SEALANT BACKING

- A. General: Provide sealant backings of material and type that are nonstaining; are compatible with joint substrates, sealants, primers, and other joint fillers; and are approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.
- B. Cylindrical Sealant Backings: ASTM C 1330, Type C (closed-cell material with a surface skin), and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance:
- C. Elastomeric Tubing Sealant Backings: Neoprene, butyl, EPDM, or silicone tubing complying with ASTM D 1056, nonabsorbent to water and gas, and capable of remaining resilient at temperatures down to minus 26 deg F. Provide products with low compression set and of size and shape to provide a secondary seal, to control sealant depth, and to otherwise contribute to optimum sealant performance.
- D. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint-filler materials or joint surfaces at back of joint where such adhesion would result in sealant failure. Provide self-adhesive tape where applicable.

2.6 MISCELLANEOUS MATERIALS

- A. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.
- B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way, and formulated to promote optimum adhesion of sealants to joint substrates.
- C. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting joint-sealant performance.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions and the following requirements:
 - 1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.
 - 2. Clean porous joint substrate surfaces by brushing, grinding, blast cleaning, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining after cleaning operations above by vacuuming or blowing out joints with oil-free compressed air. Porous joint substrates include the following:
 - a. Concrete.
 - b. Masonry.
 - c. Unglazed surfaces of ceramic tile.
 - 3. Remove laitance and form-release agents from concrete.
 - 4. Clean nonporous surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants. Nonporous joint substrates include the following:
 - a. Metal.
 - b. Glass.
 - c. Porcelain enamel.
- B. Joint Priming: Prime joint substrates, where recommended in writing by joint-sealant manufacturer, based on preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.
- C. Masking Tape: Use masking tape where required to prevent contact of sealant with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by

cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

3.3 INSTALLATION OF JOINT SEALANTS

- A. General: Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.
- B. Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.
- C. Install sealant backings of type indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
 - 1. Do not leave gaps between ends of sealant backings.
 - 2. Do not stretch, twist, puncture, or tear sealant backings.
 - 3. Remove absorbent sealant backings that have become wet before sealant application and replace them with dry materials.
- D. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.
- E. Install sealants using proven techniques that comply with the following and at the same time backings are installed:
 - 1. Place sealants so they directly contact and fully wet joint substrates.
 - 2. Completely fill recesses in each joint configuration.
 - 3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.
- F. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.
 - 1. Remove excess sealant from surfaces adjacent to joints.
 - 2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
 - 3. Provide concave joint configuration per Figure 5A in ASTM C 1193, unless otherwise indicated.
 - 4. Provide flush joint configuration where indicated per Figure 5B in ASTM C 1193.
 - 5. Provide recessed joint configuration of recess depth and at locations indicated per Figure 5C in ASTM C 1193.
 - a. Use masking tape to protect surfaces adjacent to recessed tooled joints.

3.4 CLEANING

- A. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

3.5 PROTECTION

- A. Protect joint sealants during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out and remove damaged or deteriorated joint sealants immediately so installations with repaired areas are indistinguishable from original work.

END OF SECTION 07920

041049 - Troy Schools 2004 Bond Program

1301 Boyd
 Troy, MI 48083

Tel: 248-823-4631 Fax: 248-823-4672

Boulan Park and Larson Science Room Casework Pre-Bid Meeting 1

Date	Start	End	Next Meeting	Next Time	Prepared By	Company
2/21/2008	03:00 PM	04:00 PM			Paul Thomson	Barton Malow Company

Purpose	Location	General Notes
The Pre-Bid Meeting Minutes are to highlight information found in the Project Manual for the Boulan Park and Larson Science Room Casework project, Bid Pack #9488.		BID OPENING TUESDAY, October 16, 2007 @ 3:00PM

Attended By	Non-Attendees
Barton Malow Company - Andrea Wright Barton Malow Company - Paul Thomson	

Item	Meeting Item Description	Responsibility	Status	Due Date	Completed	Cls'd
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New Business

1-1	Introduction of Barton Malow and Kingscott personnel.					Yes
1-2	These minutes are distributed under cover of an addendum and become part of the contract documents. Work Scope Clarifications are also issued as an attachment to these minutes.					Yes
1-3	All Bidders should possess the following bid documents: *Barton Malow Company Project Manual, dated February 11, 2008. *Conditions of the Contract and Specifications, dated February 11, 2008. *Construction Documents for Boulan Park and Larson Science Room Casework (BP#9488) prepared by Kingscott Associates, Inc., contained in Barton Malow company Project Manual referenced above.					Yes
1-4	Description of the overall scope of the project which includes: A. Troy School District, Boulan Park and Larson Science Room Casework, bid pack #9488. The renovation work consists of providing and installing new casework in six classrooms in each school. B. The renovations to the Science Rooms are scheduled to start July 21, 2008 and turn over to Troy School District by August 4, 2008. The contractor will be responsible to complete all work by the completion date August 4, 2008. See project manual section 00230 - Schedule and Phasing for further clarification.					Yes
1-5	Instruction to Bidders, Section 00200 in the Project Manual was reviewed. Bidders were reminded to take into account all portions of Instruction to Bidders and not just the areas highlighted herein. A. If adequate time is not available to clarify the bid documents, bidders may present their interpretation and/or clarification of the bidding documents on the bid or in an attached letter. B. Bidders should include the cost of any necessary permits.					No

Meeting Minutes

Grouped by Topic for each Meeting and by 'Old Business' and 'New Business'

Item	Meeting Item Description	Responsibility	Status	Due Date	Completed	Cls'd
	C. Bidders must comply with the prevailing wage rate schedule issued in the Addendum. D. If a conflict exists regarding assignment of work between drawing notes and work scopes, the work scopes will take precedence. E. All bidders were directed to review, in detail, coordination requirements. F. Pay Special Attention to the added casework demolition to the 12.1 work scope. G. BP/LA Science Room Renovation, Bid Pack #9498, drawings and Project Manual have been included in the addendum for this contractors review of all other trades and casework demo.					
1-6	Bid security in the form of a bond from a qualified surety, certified check or cashiers check in the amount of 5% of the bid amount will be required at the time of bid. This is described in the Project Manual, Section 00200.					No
1-7	This project IS NOT exempt from state sale tax and/or use tax per Project Manual Section 00200.					No
1-8	Description of the Work, Section 00210 was reviewed. The following items were highlighted. A. If a conflict exists regarding assignment of work between drawing notes and work scopes, the work scopes will take precedence. B. Bidders are to review, in detail, all coordination requirements.					No
1-10	Receipt of Bids - Sealed bids will be received by Troy School District on Tuesday, March 4, 2008 at 3:00pm, local time. Local time will be established by the clock located in the Rankin Building. Bids will be publicly opened and read aloud promptly at 3:00pm in the Rankin Building. The Rankin Building is located at 1140 Rankin Dr, Troy, MI 48098.					Yes
1-11	Successful contractor will enter in a contract agreement with Troy School District. The contractual documents used shall be the AIA A101/CMA 1992 Edition.					No
1-14	The Bid Form located in the Project Manual, Section 00400 was reviewed. Bidders were reminded to fill out completely, use original signatures, and submit in triplicate. Pay special attention to the Familial Disclosure Statement. This MUST be included with the bid form.					Yes
1-15	Performance and Payment Bonds are required if the contractor enters into a contract with Troy Community Schools. See Project Manual, Section 00610. The costs of bonds are to be included in the base bid.					Yes
1-17	If awarded contract, bidders insurance coverage will be as required by the Project Manual, Section 00620. Troy School District will carry Builder's Risk Insurance. Any contractor making a claim against this insurance will be responsible for the \$1,000.00 deductible.					Yes
1-18	General Conditions of the Contract Section 00700. A. Bidders were reminded to pay attention to Article 3.9 Superintendent and the qualifications therein.					Yes
1-19	Project Manual, Section 00810, On-Site Project Safety and Loss Control Program should be reviewed. The successful contractor will be required to submit the BMC Trade Contractor Safety Certificate upon entering into contract with Troy School District. Your EMR rating must be listed in your bid form.					Yes
1-20	Please review and understand Section 01140 of the Project Manual. Contractors must pay special attention to work around students/staff.					Yes
1-21	Section 01140 of the Project Manual. A. Job hours for this project will be 7:00am-3:30pm. B. The City of Troy has a noise ordinance which states: "The erection (including excavating), demolition, alteration,					Yes

Meeting Minutes

Grouped by Topic for each Meeting and by 'Old Business' and 'New Business'

Item	Meeting Item Description	Responsibility	Status	Due Date	Completed	Cls'd
	or repair of any building, the excavation and/or grading of streets, highways, or private property other than between the hours of 7:00am and 8:00pm on Mondays through Saturdays, unless a permit be first obtained from the Building Department for building work or from the Engineering Department for street work (Title IX - Police Regulations).					
1-22	Section 01250, Changes in the Work, was reviewed. The type of documents issued by the Architect include Addendum, Architect Supplemental Instructions (ASI), and Construction Change Directives (CCD) and will be issued by Barton Malow via Construction Change Directive-Notice to Proceed or Construction Change Directive-For Quotation Only and Subcontract Change Orders.					Yes
1-23	Pay application process, Section 01290 of the Project Manual. Pencil draft is due the 20th of each month and must be submitted prior to submission of final copies. Final copies (4) are due in the office by the 25th of every month. In the event a Barton Malow Company (BMCO) team member does not comment on the pencil draft, final copies are still due on the 25th. Any changes necessary will be the responsibility of BMCO. *The billing cycle ends on the 20th of the month. Please note: contractors are not to forecast billing through the end of the month.					Yes
1-24	All communication should happen via Barton Malow. As Construction Manager, BMCO will communicate with the Owner, Architect, Engineer and Contractors.					Yes
1-25	Section 01330 of the Project Manual was reviewed. A submittal schedule will be issued at the contractor Kick-Off Meeting. Contractors will be held responsible for not providing submittals in a timely manner. Material Compliance Certificates can be used for some specification sections. Refer to Section 01330 in the Project Manual.					Yes
1-26	If a contractor requires CAD backgrounds from the Architect, a cost will be incurred. A description of the calculation of costs can be found in Section 01330 (5.03-E) of the Project Manual.					Yes
1-27	Section 01450, Testing and Inspection Services will generally be provided by Troy School District (through the services of TEC). Independent testing is required in some work scopes and must be included in the bid.					Yes
1-28	Section 01520, Temporary Construction Facilities and Controls of the Project Manual. A. Rest rooms will be provided by the Owner. B. All materials, debris, trash, soil, concrete, etc. generated due to construction, and not required, must be removed offsite and disposed of properly by the contractor. C. Dumpsters will be provided for those work scopes as stated.					Yes
1-29	Section 01530, Layout, in the Project Manual. Contractors are responsible for their work scope layout. BMCO will provide some building lines.					Yes
1-30	The following items were reviewed from section 01550, Clean Up and Final Cleaning, from the Project Manual. *Each contractor shall be responsible for direct, daily, weekly, and final cleanup of their work and the work of their subcontractors. *Each contractor must participate in weekly cleaning as detailed.					Yes
1-31	All RFI's, submitted prior to the deadline, will be answered and issued in the addendum.					Yes
1-32	Prior to award of contract, each bidder will be required to be submit labor, equipment, and tool rates for all trades					Yes

Meeting Minutes

Grouped by Topic for each Meeting and by 'Old Business' and 'New Business'

Item	Meeting Item Description	Responsibility	Status	Due Date	Completed	Cls'd
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involved in their scope of work.
Andrea Wright
Assistant Project Manager

cc: All Attendees, File

**SECTION 00220
WORK SCOPE**

BID CATEGORY – Institutional Casework – 12.1

The Work of this Bid Category includes but is not limited to providing all labor, equipment, materials, scaffolding, hoisting and incidentals to complete all in accordance with the Contract Documents and applicable codes, including code compliance plan. All Work is to be performed as shown on the plans and specified in the following technical Specification sections:

<u>Section</u>	<u>Name</u>
01731	Cutting and Patching
01732	Selective Demolition
07920	Joint Sealants
12355	Institutional Casework

In addition to the above, this Bid Category requires adherence to but not limited to the Bidding Documents, the Bidding and Contract requirements and Division 1 General Requirements of the Project Manual and coordination with various other technical Specifications interfacing with this Work. The Bidder is advised to review the Work descriptions of the other Bid Categories as set forth in Section 00210 of the Project Manual so as to not misunderstand scope responsibilities.

THE SCOPE OF WORK IS TO INCLUDE, but is not limited to, the following items:

1. This contractor is to have all casework and furniture delivered to Boulan Park and Larson by July 21, 2008. If you cannot meet this date, please do not bid this work.
2. **Reference Architectural Demolition Notes on Boulan Park and Larson Science Room Renovation Drawings, dated 2/15/2008 (Bid Pack #9498) included in Addendum. Note #1 will be the responsibility of this contractor.**
3. **Perform all casework demolition as required to complete the work of this contract.**
4. **All demolition work to be completed and removed in accordance with the project schedule.**
5. **Prior to any demolition provide documentation of current conditions either in digital photograph format, clearly labeled with location descriptions or a video tape with audio narration. Provide a written inventory with attached digital photographs clearly labeled with descriptions of all salvaged materials to Barton Malow Company within ten (10) days from start date of demolition.**
6. **Coordination with other trades, including mandatory participation in job meetings.**
7. **Perform all trimming and adjusting of demolition work required for installation of new construction. Leave substrate ready to infill/patch and/or accept new finish material installation.**
8. **Protect all adjacent walls, floors and ceilings while performing demolition.**

9. Furnish and install all institutional casework required for a complete installation. All final adjustments will be the responsibility of this contractor.
10. It is this contractor's responsibility to field verify all finishes and dimensions per the specifications to ensure the finish matches the area the casework is being installed in.
11. Furnish and install all items listed or described in assigned Specification Sections and as indicated on the drawings and/or listed on the color plan layout.
12. This contractor is responsible for covering all casework and countertops for protection after installation against damage. Protection shall be secured cardboard, masonite, or appropriate approved material for turnover.
13. Coordinate the installation of all mechanical and electrical fixtures and devices, associated with casework, with the appropriate trades. Provide rough-in drawings within twenty (20) calendar days of contract award. Layouts provided by 15.1, mechanical contractor and 16.1, electrical contractor must be reviewed by this contractor.
14. The electrical, carpentry and casework contractors will share the responsibility for a square/plumb installation of all electrical and technology boxes in gypsum wall assemblies. Any cost incurred to adjust boxes to ensure a quality finished product will be shared by these contractors
15. Any utility disturbed by this contractor shall be repaired and placed in service immediately and the cost associated to do so will be this contractor's responsibility.
16. Protect existing surfaces in rooms, while performing this contractor's work. If any adjacent surfaces are damaged it will be the sole responsibility of the contractor at fault to completely repair and replace all damaged construction to the satisfaction of the owner, construction manager and architect.
17. Furnish and install all rough carpentry, finish carpentry and casework/equipment blocking as indicated or not indicated on the drawings. Coordinate with appropriate supplier/installer.
18. Furnish and install all joint systems where this work abuts existing surfaces as shown. Caulk all products installed by this contractor.
19. Provide on-site supervision by this trade for all subcontractors of this trade.
20. Control dust created by the execution of this contract.
21. Dumpsters indicated to be provided by the Owner in the General Requirements and Supplementary Conditions WILL NOT be provided for this category.

22. Provide daily clean-up according to Barton Malow standards, including daily removal of all materials and debris related to this category. If daily clean-up is not performed the Construction Manager will provide labor to perform the clean-up and the appropriate contractor will be back-charged.
23. Final cleaning and/or brooming must be included in base bid

EXCLUDED FROM THIS CONTRACTOR'S WORK is:

1. **All demolition not covered under note #1 on the Demolition plans of Boulan Park and Larson Science Room Renovations (Bid Pack #9498), dated 2/15/2008.**

SPECIAL CONSIDERATIONS:

1. All work under this scope shall comply with proper trade jurisdictions, even if it is necessary to assemble composite crews or subcontract to appropriate trades.
2. The special provisions outlined in **Section 00210 Description of the Work** form a part of this bid category work description and apply to this bidder's scope of work.
3. This Bidder is required to submit alternate prices identified in the Bidding Documents which pertain to their work. These alternate prices must be separate from their base bid on the Bid Proposal Form as described in Section 00200 Instructions to Bidders.
4. Take special precautions when working near occupied spaces with regards to fumes, noise and pollution levels. Some work may be necessary to be performed after the school day is over at this contractor expense.
5. Any in-place temporary protection that requires any disassembly to perform work, etc. must be replaced by contractor installing new work. Temporary protection must be restored to condition intended.
6. Section **00410, Familial Disclosure Statement**, **must** be filled out and included with your Bid for your Bid to be accepted.

END OF SECTION 00220 – INSTITUTIONAL CASEWORK – 12.1

**State of Michigan
Department of Labor and Economic Growth**

Wage and Hour Division
6546 Mercantile Way, Suite 5
PO Box 30476
Lansing, MI 48909-7976
Telephone: 517-335-0400
Fax: 517-335-0077
www.michigan.gov/wagehour

Official Request 208
Requestor: TROY SCHOOL DISTRICT

Project Description: SCIENCE ROOM CASEWORK & RENOVATION
Project Number: LARSON MIDDLE & BOULAN PARK MIDDLE SCHOOLS

**Oakland County
Official 2008 Prevailing Wage Rates for State Funded Projects**

Issue Date: 2/13/2008
Contract must be awarded by 5/13/2008
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<u>Classification</u>			Straight	Time and	Double		
Name	Description		Hourly	a Half	Time	Overtime Provision	
Asbestos & Lead Abatement Laborer							
Asbestos & Lead Abatement Laborer	MLDC		\$32.65	\$43.39	\$54.13	H H H	X X X X D Y
Asbestos & Lead Abatement, Hazardous Material Handler							
Asbestos and Lead Abatement, Hazardous Material Handler	AS207		\$32.65	\$44.75	\$56.85	H H H	X X X X D Y
Boilermaker							
Boilermaker	BO169		\$51.27	\$76.00	\$100.74	H H H H H H H	H D Y
Apprentice Rates:							
	1st 6 months		\$38.12	\$56.28	\$74.44		
	2nd 6 months		\$39.17	\$57.86	\$76.54		
	3rd 6 months		\$40.23	\$59.45	\$78.66		
	4th 6 months		\$41.29	\$61.04	\$80.78		
	5th 6 months		\$42.33	\$62.60	\$82.86		
	6th 6 months		\$44.44	\$65.76	\$87.08		
	7th 6 months		\$46.54	\$68.91	\$91.28		
	8th 6 months		\$48.65	\$72.08	\$95.50		
Bricklayer							
Bricklayer, stone mason, pointer, cleaner, caulker	BR1		\$48.96	\$73.44	\$97.92	H H D	H D D D D N
Apprentice Rates:							
	First 6 months		\$29.49	\$44.24	\$58.98		
	2nd 6 months		\$31.31	\$46.97	\$62.62		
	3rd 6 months		\$33.13	\$49.70	\$66.26		
	4th 6 months		\$34.95	\$52.43	\$69.90		
	5th 6 months		\$36.77	\$55.16	\$73.54		
	6th 6 months		\$38.59	\$57.89	\$77.18		
	7th 6 months		\$40.41	\$60.62	\$80.82		
	8th 6 months		\$42.23	\$63.35	\$84.46		

Official Request #: 208
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Project Description: SCIENCE ROOM CASEWORK & RENOVATION
Project Number: LARSON MIDDLE & BOULAN PARK MIDDLE SCHOOLS
County: Oakland

Official Rate Schedule

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Official 2008 Prevailing Wage Rates for State Funded Projects

Issue Date: 2/13/2008

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Classification	Straight	Time and	Double	Overtime
Name Description	Hourly	a Half	Time	Provision

Carpenter

Carpet and Resilient Floor Layer, (does not include installation of prefabricated formica & parquet flooring which is to be paid carpenter rate)	CA1045	\$42.24	\$59.86	\$77.47	H H H H D D D D N
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Apprentice Rates:

1st 6 months	\$21.10	\$28.15	\$35.19
2nd 6 months	\$24.62	\$33.42	\$42.23
3rd 6 months	\$26.38	\$36.07	\$45.75
4th 6 months	\$28.15	\$38.72	\$49.29
5th 6 months	\$29.91	\$41.36	\$52.81
6th 6 months	\$31.67	\$44.01	\$56.33
7th 6 months	\$33.42	\$46.63	\$59.83
8th 6 months	\$35.19	\$49.28	\$63.37

Carpenter

Carpenter	CA687Z1	\$46.58	\$66.30	\$86.02	H H D H D D D D Y
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Apprentice Rates:

1st Year	\$28.84	\$39.69	\$50.54
3rd 6 months	\$30.81	\$42.64	\$54.48
4th 6 months	\$32.78	\$45.60	\$58.42
5th 6 months	\$34.75	\$48.56	\$62.36
6th 6 months	\$36.73	\$51.53	\$66.32
7th 6 months	\$38.70	\$54.49	\$70.26
8th 6 months	\$40.66	\$57.43	\$74.18

Cement Mason

Cement Mason	CE514	\$43.95	\$61.87	\$79.78	H H D H H H H D N
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Apprentice Rates:

1st 6 months	\$25.64	\$34.60	\$43.56
2nd 6 months	\$27.45	\$37.31	\$47.18
3rd 6 months	\$31.02	\$42.68	\$54.32
4th 6 months	\$34.61	\$48.05	\$61.50
5th 6 months	\$36.40	\$50.74	\$65.08
6th 6 months	\$39.99	\$56.13	\$72.26

Drywall

Drywall Taper	PT-22-D	\$38.45	\$50.90	\$63.35	H H D H D D D D N
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Apprentice Rates:

First 3 months	\$26.00	\$32.23	\$38.45
Second 3 months	\$28.49	\$35.96	\$43.43
Second 6 months	\$30.98	\$39.69	\$48.41
Third 6 months	\$33.47	\$43.43	\$53.39
4th 6 months	\$34.71	\$45.29	\$55.87

Official Request #: 208

Requestor: TROY SCHOOL DISTRICT
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 County: Oakland

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Official 2008 Prevailing Wage Rates for State Funded Projects

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Classification Name Description		Straight Hourly	Time and a Half	Double Time	Overtime Provision
Electrician					
Road Way Electrical Work	EC-17	\$45.37	\$65.63	\$85.90	H H H H H H D Y
Double time due after 16 hours on any calendar day and all hours Sunday.					
Apprentice Rates:					
	1st 6 months	\$29.17	\$41.34	\$53.50	
	2nd 6 months	\$31.19	\$44.36	\$57.54	
	3rd 6 months	\$33.21	\$47.40	\$61.58	
	4th 6 months	\$35.23	\$50.43	\$65.62	
	5th 6 months	\$37.25	\$53.46	\$69.66	
	6th 6 months	\$41.32	\$59.57	\$77.80	
<u>Subdivision of county</u>	Holly not included				
Inside Wireman	EC-58-IW	\$53.62	\$71.49	\$89.36	H H H H H H D N
Apprentice Rates:					
	0-1000 hours	\$32.18	\$39.33	\$46.48	
	1000-2000 hours	\$33.97	\$42.02	\$50.06	
	2000-3500 hours	\$35.75	\$44.68	\$53.62	
	3500-5000 hours	\$37.54	\$47.38	\$57.20	
	5000-6500 hours	\$41.12	\$52.74	\$64.36	
	6500-8000 hours	\$44.68	\$58.08	\$71.48	
Sound and Communication Installer/Technician	EC-58-SC	\$32.54	\$44.20	\$55.86	H H H H H H D N
Apprentice Rates:					
	Period 1	\$20.88	\$26.71	\$32.54	
	Period 2	\$22.04	\$28.46	\$34.86	
	Period 3	\$23.21	\$30.21	\$37.20	
	Period 4	\$24.38	\$31.96	\$39.54	
	Period 5	\$25.55	\$33.72	\$41.88	
	Period 6	\$26.71	\$35.46	\$44.20	
Elevator Constructor					
Elevator Constructor	EL 36	\$56.46		\$94.99	D D D D D D D Y
Elevator Constructor					
Apprentice Rates:					
	1st Year Apprentice	\$37.74		\$58.93	
	2nd Year Apprentice	\$41.90		\$66.94	
	3rd Year Apprentice	\$43.98		\$70.95	
	4th Year Apprentice	\$48.14		\$78.96	

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Classification Name Description		Straight Hourly	Time and a Half	Double Time	Overtime Provision
Glazier					
Glazier	GL-357	\$42.60	\$56.83		H H H H H H H Y
	Apprentice Rates:				
	1st 6 months	\$28.37	\$35.48		
	2nd 6 months	\$29.80	\$37.63		
	3rd 6 months	\$32.64	\$41.89		
	4th 6 months	\$34.07	\$44.03		
	5th 6 months	\$35.49	\$46.16		
	6th 6 months	\$36.91	\$48.29		
	7th 6 months	\$38.33	\$50.42		
	8th 6 months	\$41.18	\$54.69		
Heat and Frost Insulator					
Spray Insulation	AS25S	\$20.14	\$29.14		H H H H H H H N
Heat and Frost Insulator and Asbestos Worker					
Heat and Frost Insulators and Asbestos Workers	AS25	\$48.20	\$62.86	\$77.52	H H H H H H D Y
	Apprentice Rates:				
	1st Year	\$29.59	\$37.66	\$45.72	
	2nd Year	\$37.60	\$47.13	\$56.66	
	3rd Year	\$39.40	\$49.66	\$59.92	
	4th Year	\$42.34	\$54.07	\$65.80	
Ironworker					
Fence Erecting	IR-25-F	\$41.03	\$61.26	\$81.49	H H D H H H D D Y
Glazing	IR-25-GZ1	\$48.48	\$72.64	\$96.65	H H D H H H D D Y
Mesh Iron Work	IR-25-MR	\$42.25	\$60.43	\$78.60	H H D H D D D D N
Pre-engineered Metal Work	IR-25-PE-Z1-Z2	\$40.94	\$51.62	\$62.29	H H H X X X D Y
	Apprentice Rates:				
	1st level	\$23.36	\$28.54	\$33.72	
	2nd level	\$24.63	\$30.32	\$36.02	
	3rd level	\$25.92	\$32.13	\$38.35	
	4th level	\$27.19	\$33.92	\$40.65	
	5th level	\$28.47	\$35.72	\$42.97	
	6th level	\$29.75	\$37.52	\$45.28	
Reinforced Iron Work	IR-25-RF	\$48.78	\$72.95	\$97.11	H H D H D D D D N
Rigging Work	IR-25-RIG	\$53.98	\$80.75	\$107.52	H H H H H H D N

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Classification Name Description		Straight Hourly	Time and a Half	Double Time	Overtime Provision
Decking	IR-25-SD	\$46.40	\$69.32	\$92.23	H H D H H H D D Y
Structural, ornamental, conveyor, welder and pre-cast Apprentice rates apply to structural, conveyer, fence, glazing, reinforced, rigging, & siding decking	IR-25-STR	\$54.11	\$80.88	\$107.65	H H D H H H D D Y
Apprentice Rates:					
	Level 1	\$27.34	\$40.73	\$54.11	
	Level 2	\$30.02	\$44.74	\$59.47	
	Level 3	\$32.70	\$48.77	\$64.83	
	Level 4	\$35.37	\$52.77	\$70.17	
	Level 5	\$38.05	\$56.80	\$75.53	
	Level 6	\$40.73	\$60.81	\$80.89	
	Level 7	\$43.39	\$64.80	\$86.21	
	Level 8	\$46.08	\$68.83	\$91.59	
Industrial Door erection & construction	IR-25-STR-D	\$34.69	\$46.09	\$57.48	H H D H H H D D Y
Laborer					
Construction Laborer, Mason Tender, Carpenter Tender, Drywall Handler, Cement Finisher tender, concrete chute and concrete Bucket Handler, Concrete Laborer, Demolition Laborer	L1076-A-A	\$37.62	\$53.35	\$69.07	H H D H D D D D Y
Apprentice Rates:					
	0-1,000 work hours	\$31.98	\$44.89	\$57.79	
	1,001-2,000 work hours	\$33.11	\$46.58	\$60.05	
	2,001-3,000 work hours	\$34.24	\$48.28	\$62.31	
	3,001-4,000 work hours	\$36.49	\$51.66	\$66.81	
Signal man (on sewer & caisson work); air,electric or gasoline tool operator (including concrete vibrator operator,acetylene torch & air hammer operator); scaffold builder, caisson worker	L1076-A-B	\$37.88	\$53.74	\$69.59	H H D H D D D D Y
Lansing Burner, Blaster & Powder Man	L1076-A-C	\$38.37	\$54.47	\$70.57	H H D H D D D D Y
Furnance battery heater tender, burning bar & oxy- acetylene gun, expediter man, top man and/or bottom man (blast furnace work)	L1076-A-D	\$38.12	\$54.10	\$70.07	H H D H D D D D Y
Cleaner/ sweeper laborer, furniture laborer	L1076-A-E	\$32.17	\$45.17	\$58.17	H H D H D D D D Y
Demolition Laborer	L1076-D	\$37.62	\$53.35	\$69.07	H H D H D D D D Y

Official Request #: 208

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Project Number: LARSON MIDDLE & BOULAN PARK MIDDLE SCHOOLS

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Official 2008 Prevailing Wage Rates for State Funded Projects

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Classification Name Description		Straight Hourly	Time and a Half	Double Time	Overtime Provision
Plasterer Tender, Plastering Machine Operator	LPT-1	\$39.00	\$55.42	\$71.83	H H D H D D D D N
Apprentice Rates:					
	0 - 1,000 hours	\$31.99	\$44.90	\$57.81	
	1,001 - 2,000 hours	\$33.11	\$46.58	\$60.05	
	2,001 - 3,000 hours	\$34.24	\$48.28	\$62.31	
	3,001 - 4,000 hours	\$36.49	\$51.66	\$66.81	
Laborer - Hazardous					
Class A Laborer - performing work in conjunction with site preparation and other preliminary work prior to actual removal, handling, or containment of hazardous waste substances not requiring use of personal protective equipment required by state or federal regulations; or a laborer performing work in conjunction with the removal, handling, or containment of hazardous waste substances when used of personal protective equipment level "D" is required.	LHAZ-Z2-A	\$37.62	\$53.35	\$69.07	H H H H H H H D Y
Apprentice Rates:					
	0-1,000 work hours	\$31.98	\$44.89	\$57.79	
	1,001-2,000 work hours	\$33.11	\$46.58	\$60.05	
	2,001-3,000 work hours	\$34.24	\$48.28	\$62.31	
	3,001-4,000 work hours	\$36.49	\$51.66	\$66.81	
Class B Laborer - performing work in conjunction with the removal, handling, or containment of hazardous waste substances when the use of personal protective equipment levels "A", "B" or "C" is required.	LHAZ-Z2-B	\$38.62	\$54.85	\$71.07	H H H H H H H D Y
Apprentice Rates:					
	0-1,000 work hours	\$32.74	\$46.03	\$59.31	
	1,001-2,000 work hours	\$33.91	\$47.78	\$61.65	
	2,001-3,000 work hours	\$35.09	\$49.56	\$64.01	
	3,001-4,000 work hours	\$37.44	\$53.08	\$68.71	
Laborer Underground - Tunnel, Shaft & Caisson					
Class I - Tunnel, shaft and caisson laborer, dump man, shanty man, hog house tender, testing man (on gas), and watchman.	LAUCT-Z1-1	\$33.54	\$44.30	\$55.05	H H H H H H H D Y
Apprentice Rates:					
	0-1,000 work hours	\$28.70	\$37.04	\$45.37	
	1,001-2,000 work hours	\$29.67	\$38.49	\$47.31	
	2,001-3,000 work hours	\$30.64	\$39.95	\$49.25	
	3,001-4,000 work hours	\$32.57	\$42.85	\$53.11	

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Classification Name Description		Straight Hourly	Time and a Half	Double Time	Overtime Provision
Class II - Manhole, headwall, catch basin builder, bricklayer tender, mortar man, material mixer, fence erector, and guard rail builder.	LAUCT-Z1-2	\$33.65	\$44.46	\$55.27	H H H H H H H D Y
Apprentice Rates:					
	0-1,000 work hours	\$28.79	\$37.17	\$45.55	
	1,001-2,000 work hours	\$29.76	\$38.74	\$47.71	
	2,001-3,000 work hours	\$30.73	\$40.09	\$49.43	
	3,001-4,000 work hours	\$32.68	\$43.01	\$53.33	
Class III - Air tool operator (jack hammer man, bush hammer man and grinding man), first bottom man, second bottom man, cage tender, car pusher, carrier man, concrete man, concrete form man, concrete repair man, cement invert laborer, cement finisher, concrete shoveler, conveyor man, floor man, gasoline and electric tool operator, gunnite man, grout operator, welder, heading dinky man, inside lock tender, pea gravel operator, pump man, outside lock tender, scaffold man, top signal man, switch man, track man, tugger man, utility man, vibrator man, winch operator, pipe jacking man, wagon drill and air track operator and concrete saw operator (under 40 h.p.).	LAUCT-Z1-3	\$33.71	\$44.55	\$55.39	H H H H H H H D Y
Apprentice Rates:					
	0-1,000 work hours	\$28.83	\$37.23	\$45.63	
	1,001-2,000 work hours	\$29.81	\$38.71	\$47.59	
	2,001-3,000 work hours	\$30.78	\$40.16	\$49.53	
	3,001-4,000 work hours	\$32.73	\$43.09	\$53.43	
Class IV - Tunnel, shaft and caisson mucker, bracer man, liner plate man, long haul dinky driver and well point man.	LAUCT-Z1-4	\$33.89	\$44.82	\$55.75	H H H H H H H D Y
Apprentice Rates:					
	0-1,000 work hours	\$28.97	\$37.45	\$45.91	
	1,001-2,000 work hours	\$29.95	\$38.91	\$47.87	
	2,001-3,000 work hours	\$30.94	\$40.40	\$49.85	
	3,001-4,000 work hours	\$32.91	\$43.35	\$53.79	
Class V - Tunnel, shaft and caisson miner, drill runner, keyboard operator, power knife operator, reinforced steel or mesh man (e.g. wire mesh, steel mats, dowel bars)	LAUCT-Z1-5	\$34.14	\$45.20	\$56.25	H H H H H H H D Y
Apprentice Rates:					
	0-1,000 work hours	\$29.16	\$37.73	\$46.29	
	1,001-2,000 work hours	\$30.15	\$39.21	\$48.27	
	2,001-3,000 work hours	\$31.15	\$40.71	\$50.27	
	3,001-4,000 work hours	\$33.14	\$43.70	\$54.25	

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Classification Name Description		Straight Hourly	Time and a Half	Double Time	Overtime Provision
Class VI - Dynamite man and powder man.	LAUCT-Z1-6	\$34.47	\$45.69	\$56.91	H H H H H H D Y
	Apprentice Rates:				
	0-1,000 work hours	\$29.40	\$38.09	\$46.77	
	1,001-2,000 work hours	\$30.42	\$39.62	\$48.81	
	2,001-3,000 work hours	\$31.43	\$41.13	\$50.83	
	3,001-4,000 work hours	\$33.46	\$44.18	\$54.89	
Class VII - Restoration laborer, seeding, sodding, planting, cutting, mulching and topsoil grading and the restoration of property such as replacing mail boxes, wood chips, planter boxes and flagstones.	LAUCT-Z1-7	\$27.75	\$35.61	\$43.47	H H H H H H D Y
	Apprentice Rates:				
	0-1,000 work hours	\$24.36	\$30.53	\$36.69	
	1,001-2,000 work hours	\$25.04	\$31.55	\$38.05	
	2,001-3,000 work hours	\$25.72	\$32.57	\$39.41	
	3,001-4,000 work hours	\$27.07	\$34.59	\$42.11	
Landscape Laborer					
Landscape Specialist includes air, gas, and diesel equipment operator, lawn sprinkler installer on landscaping work where seeding, sodding, planting, cutting, trimming, backfilling, rough grading or maintenance of landscape	LLAN-Z1-A	\$24.38	\$33.81	\$43.24	X X H X X X H D Y
All work pertaining to landscaping where seeding, sodding, planting, cutting, trimming, backfilling, rough grading or maintaining of landscape projects occurs which may include small power tool operator, lawn sprinkler installer helper, material mover, & truck driver.	LLAN-Z1-B	\$20.16	\$27.48	\$34.80	X X H X X X H D Y
Marble Finisher					
Marble Finisher	TT32-MF	\$39.57	\$49.90	\$60.23	H H D H D D D D N
	Apprentice Rates:				
	Level 1	\$19.30	\$24.91	\$30.52	
	Level 2	\$20.40	\$26.56	\$32.72	
	Level 3	\$24.67	\$31.27	\$37.87	
	Level 4	\$26.01	\$33.28	\$40.55	
	Level 5	\$27.38	\$34.86	\$42.34	
	Level 6	\$28.85	\$36.70	\$44.56	
	Level 7	\$30.39	\$38.30	\$46.21	
	Level 8	\$31.75	\$39.92	\$48.09	

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Classification			Straight	Time and	Double		
Name	Description		Hourly	a Half	Time	Overtime Provision	
Marble Mason							
Marble Mason		TT32-MM	\$45.76	\$59.19	\$72.61	H H D	H D D D D N
		Apprentice Rates:					
		Level 1	\$24.86	\$31.89	\$38.93		
		Level 2	\$27.65	\$35.43	\$43.21		
		Level 3	\$30.50	\$38.57	\$46.64		
		Level 4	\$33.00	\$41.96	\$50.92		
		Level 5	\$35.10	\$44.33	\$53.56		
		Level 6	\$38.52	\$49.39	\$60.27		
		Level 7	\$39.37	\$50.53	\$61.69		
		Level 8	\$40.22	\$51.81	\$63.39		
Operating Engineer							
Crane with boom & jib or leads 120' or longer		EN-324-A120	\$49.26	\$65.97	\$82.68	H H D	H D D D D Y
Crane with boom & jib or leads 140' or longer		EN-324-A140	\$50.08	\$67.20	\$84.32	H H D	H D D D D Y
Crane with boom & jib or leads 220' or longer		EN-324-A220	\$50.38	\$67.65	\$84.92	H H D	H D D D D Y
Crane with boom & jib or leads 300' or longer		EN-324-A300	\$51.88	\$69.90	\$87.92	H H D	H D D D D Y
Crane with boom & jib or leads 400' or longer		EN-324-A400	\$53.38	\$72.15	\$90.92	H H D	H D D D D Y
Compressor or welding machine		EN-324-CW	\$38.41	\$49.70	\$60.98	H H D	H D D D D Y
Forklift, lull, extend-a-boom forklift		EN-324-FL	\$45.72	\$60.66	\$75.60	H H D	H D D D D Y
Fireman or oiler		EN-324-FO	\$37.38	\$48.15	\$58.92	H H D	H D D D D Y
Regular crane, job mechanic, concrete pump		EN-324-RC	\$48.40	\$64.68	\$80.96	H H D	H D D D D Y
Regular engineer, hydro-excavator, remote controlled concrete breaker		EN-324-RE	\$47.43	\$63.23	\$79.02	H H D	H D D D D Y
		Apprentice Rates:					
		Period 1	\$37.85	\$48.90	\$59.96		
		Period 2	\$39.43	\$51.28	\$63.12		
		Period 3	\$41.02	\$53.66	\$66.30		
		Period 4	\$42.59	\$56.01	\$69.44		
		Period 5	\$44.17	\$58.39	\$72.60		
		Period 6	\$45.76	\$60.77	\$75.78		

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Classification	Name	Description	Straight Hourly	Time and a Half	Double Time	Overtime Provision
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Operating Engineer - Marine Construction

	Diver/Wet Tender, Engineer (hydraulic dredge)	GLF-1	\$51.76	\$67.91	\$84.06	X X H H H H H D Y
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Holidays paid at \$100.21 per hour

Subdivision of county all Great Lakes, islands therein, & connecting & tributary waters

	Crane/Backhoe Operator, Mechanic/Welder, Assistant Engineer (hydraulic dredge), Leverman (hydraulic dredge), Diver Tender	GLF-2	\$50.26	\$65.66	\$81.06	X X H H H H H D Y
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Holidays paid \$96.46 per hour

Subdivision of county All Great Lakes, islands therein, & connecting & tributary waters

	Deck Equipment Operator, Machineryman, Maintenance of Crane (over 50 ton capacity) or Backhoe (115,000 lbs. or more), Tug/Launch Operator, Loader, Dozer and like equipment on Barge, Breakwater Wall, Slip/Doc or Scow, Deck Machinery	GLF-3	\$46.91	\$60.64	\$74.36	X X H H H H H D Y
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Holidays paid at \$88.08 per hour

Subdivision of county All Great Lakes, islands therein, & connecting & tributary waters

	Deck Equipment Operator, (Machineryman/Fireman), (4 equipment units or more), Deck Hand, Deck Engineer, & Crane Maintenance 50 ton capacity and under or Backhoe weighing 115,000 lbs or less, Assistant Tug Operator	GLF-4	\$42.26	\$53.66	\$65.06	X X H H H H H D Y
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Holidays paid at \$76.46 per hour

Subdivision of county All Great Lakes, islands therein, & connecting & tributary waters

Operating Engineer Hazardous Waste Class I

	Level A - Fully encapsulating chemical resistant suit w/ pressure demand, full face piece SCBA or pressure demand supplied air respirator w/ escape SCBA. The highest available level of respiratory, skin and eye protection.	EN-324-HWCI-Z1A	\$46.22	\$61.89	\$77.55	H H H H H H H D Y
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Apprentice Rates:

1st 6 months	\$36.62	\$47.58	\$58.55
2nd 6 months	\$38.18	\$49.92	\$61.67
3rd 6 months	\$39.75	\$52.28	\$64.81
4th 6 months	\$41.31	\$54.62	\$67.93
5th 6 months	\$42.89	\$56.99	\$71.09
6th 6 months	\$44.45	\$59.33	\$74.21

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Classification Name Description		Straight Hourly	Time and a Half	Double Time	Overtime Provision
Level B & C protection. B - Pressure demand, full face SCBA or pressure demand supplied air respirator w/ escape SCBA w/chemical resistant clothing. C - Full face piece, air purifying canister-equipped respirator w/chemical resistant clothing.	EN-324-HWCI-Z1B	\$45.27	\$60.46	\$75.65	H H H H H H H D Y
Apprentice Rates:					
	1st 6 months	\$35.95	\$46.59	\$57.21	
	2nd 6 months	\$37.48	\$48.88	\$60.27	
	3rd 6 months	\$39.00	\$51.16	\$63.31	
	4th 6 months	\$40.52	\$53.44	\$66.35	
	5th 6 months	\$42.04	\$55.72	\$69.39	
	6th 6 months	\$43.56	\$58.00	\$72.43	
Level D - Coveralls, safety boots, glasses or chemical splash goggles and hard hats.	EN-324-HWCI-Z1D	\$43.97	\$58.51	\$73.05	H H H H H H H D Y
Apprentice Rates:					
	1st 6 months	\$35.05	\$45.23	\$55.41	
	2nd 6 months	\$36.51	\$47.43	\$58.33	
	3rd 6 months	\$37.95	\$49.58	\$61.21	
	4th 6 months	\$39.42	\$51.79	\$64.15	
	5th 6 months	\$40.86	\$53.95	\$67.03	
	6th 6 months	\$42.32	\$56.13	\$69.95	
Level D When Capping Landfill Coveralls, safety boots, glasses or chemical splash goggles and hard hats.	EN-324-HWCI-Z1DCL	\$43.72	\$58.14	\$72.55	H H H H H H H D Y
Apprentice Rates:					
	1st 6 months	\$34.87	\$44.96	\$55.05	
	2nd 6 months	\$36.31	\$47.12	\$57.93	
	3rd 6 months	\$37.76	\$49.30	\$60.83	
	4th 6 months	\$39.20	\$51.45	\$63.71	
	5th 6 months	\$40.63	\$53.60	\$66.57	
	6th 6 months	\$42.08	\$55.78	\$69.47	
Operating Engineer Hazardous Waste Class II					
Level A - Fully encapsulating chemical resistant suit w/ pressure demand, full face piece SCBA or pressure demand supplied air respirator w/ escape SCBA. The highest available level of respiratory, skin and eye protection.	EN-324-HWCII-Z1A	\$41.99	\$55.54	\$69.09	H H H H H H H D Y
Level B & C protection. B - Pressure demand, full face SCBA or pressure demand supplied air respirator w/ escape SCBA w/chemical resistant clothing. C - Full face piece, air purifying canister-equipped respirator w/chemical resistant clothing.	EN-324-HWCII-Z1B	\$41.04	\$54.12	\$67.19	H H H H H H H D Y

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Classification Name Description		Straight Hourly	Time and a Half	Double Time	Overtime Provision
Level D - Coveralls, safety boots, glasses or chemical splash goggles and hard hats.	EN-324-HWCII-Z1D	\$39.74	\$52.17	\$64.59	H H H H H H H D Y
Level D When Capping Landfill Coveralls, safety boots, glasses or chemical splash goggles and hard hats.	EN-324-HWCII-Z1DCL	\$39.49	\$51.79	\$64.09	H H H H H H H D Y
Operating Engineer Hazardous Waste Crane w/ Boom & Jib leads 140' or longer					
Level A - Fully encapsulating chemical resistant suit w/ pressure demand, full face piece SCBA or pressure demand supplied air respirator w/ escape SCBA. The highest available level of respiratory, skin and eye protection.	EN-324-HW140-Z1A	\$48.87	\$65.86	\$82.85	H H H H H H H D Y
Level B & C protection. B - Pressure demand, full face SCBA or pressure demand supplied air respirator w/ escape SCBA w/chemical resistant clothing. C - Full face piece, air purifying canister-equipped respirator w/chemical resistant clothing.	EN-324-HW140-Z1B	\$47.92	\$64.44	\$80.95	H H H H H H H D Y
Level D Coveralls, safety boots, glasses or chemical splash goggles and hard hats.	EN-324-HW140-Z1D	\$46.62	\$62.49	\$78.35	H H H H H H H D Y
Level D When Capping Landfill Coveralls, safety boots, glasses or chemical splash goggles and hard hats.	EN-324-HW140-Z1DCL	\$46.37	\$62.11	\$77.85	H H H H H H H D Y
Operating Engineer Hazardous Waste Crane w/ Boom & Jib leads 220' or longer					
Level A - Fully encapsulating chemical resistant suit w/ pressure demand, full face piece SCBA or pressure demand supplied air respirator w/ escape SCBA. The highest available level of respiratory, skin and eye protection.	EN-324-HW220-Z1A	\$49.17	\$66.31	\$83.45	H H H H H H H D Y
Level B & C protection. B - Pressure demand, full face SCBA or pressure demand supplied air respirator w/ escape SCBA w/chemical resistant clothing. C - Full face piece, air purifying canister-equipped respirator w/chemical resistant clothing.	EN-324-HW220-Z1B	\$48.22	\$64.89	\$81.55	H H H H H H H D Y
Level D Coveralls, safety boots, glasses or chemical splash goggles and hard hats.	EN-324-HW220-Z1D	\$46.92	\$62.94	\$78.95	H H H H H H H D Y
Level D When Capping Landfill Coveralls, safety boots, glasses or chemical splash goggles and hard hats.	EN-324-HW220-Z1DCL	\$46.67	\$62.56	\$78.45	H H H H H H H D Y
Operating Engineer Hazardous Waste Regular Crane, Job Mechanic, Dragline Operator, Boom Truck Operator, and Concrete Pump with Boom Operator					
Level D - Coveralls, safety boots, glasses or chemical splash goggles and hard hats.	EN-324-HWRC-Z1D	\$44.94	\$59.97	\$74.99	H H H H H H H D Y

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Classification Name Description		Straight Hourly	Time and a Half	Double Time	Overtime Provision
Operating Engineer Hazardous Waste Regular Crane, Job Mechanic, Dragline Operator, Boom Truck Operator, Power Shovel Operator and Concrete Pump with boom					
Level D When Capping Landfill Coveralls, safety boots, glasses or chemical splash goggles and hard hats.	EN-324-HWRC-Z1DCL	\$44.07	\$58.66	\$73.25	H H H H H H H D Y
Operating Engineer Hazardous Waste Regular Crane, Job Mechanic, Dragline Operator, Boom Truck Operator, Power Shovel Operator and Concrete Pump with booms					
Level B & C protection. B - Pressure demand, full face SCBA or pressure demand supplied air respirator w/ escape SCBA w/chemical resistant clothing. C - Full face piece, air purifying canister-equipped respirator w/chemical resistant clothing.	EN-324-HWRC-Z1B	\$46.24	\$61.92	\$77.59	H H H H H H H D Y
Operating Engineer Hazardous Waste Regular Crane, Job Mechanic, Dragline Operator, Boom Truck Operator, Power Shovel Operators and Concrete Pump with booms					
Level A - Fully encapsulating chemical resistant suit w/ pressure demand, full face piece SCBA or pressure demand supplied air respirator w/ escape SCBA. The highest available level of respiratory, skin and eye protection.	EN-324-HWRC-Z1A	\$47.19	\$63.34	\$79.49	H H H H H H H D Y
Operating Engineer Steel Work					
Crane w/ 120' boom or longer	EN-324-SW120	\$51.51	\$69.80	\$88.08	H H D H H H D D Y
Crane w/ 120' boom or longer w/ Oiler	EN-324-SW120-O	\$52.51	\$71.30	\$90.08	H H D H H H D D Y
Crane w/ 140' boom or longer	EN-324-SW140	\$52.69	\$71.57	\$90.44	H H D H H H D D Y
Crane w/ 140' boom or longer W/ Oiler	EN-324-SW140-O	\$53.69	\$73.07	\$92.44	H H D H H H D D Y
Boom & Jib 220' or longer	EN-324-SW220	\$52.96	\$71.97	\$90.98	H H D H H H D D Y
Crane w/ 220' boom or longer w/ Oiler	EN-324-SW220-O	\$53.96	\$73.47	\$92.98	H H D H H H D D Y
Boom & Jib 300' or longer	EN-324-SW300	\$54.46	\$74.22	\$93.98	H H D H H H D D Y
Crane w/ 300' boom or longer w/ Oiler	EN-324-SW300-O	\$55.46	\$75.72	\$95.98	H H D H H H D D Y
Boom & Jib 400' or longer	EN-324-SW400	\$55.96	\$76.47	\$96.98	H H D H H H D D Y
Crane w/ 400' boom or longer w/ Oiler	EN-324-SW400-O	\$56.96	\$77.97	\$98.98	H H D H H H D D Y

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Crane Operator & Job Mechanic	EN-324-SWCO	\$51.15	\$69.26	\$87.36	H H D H H H D D Y
	Apprentice Rates:				
	0-999 hours	\$40.04	\$52.72	\$65.39	
	1,000-1,999 hours	\$41.85	\$55.43	\$69.01	
	2,000-2,999 hours	\$43.66	\$58.14	\$72.63	
	3,000-3,999 hours	\$45.48	\$60.88	\$76.27	
	4,000-4,999 hours	\$47.28	\$63.58	\$79.87	
	5,000 hours	\$49.10	\$66.31	\$83.51	
Crane w/ Oiler	EN-324-SWCO-O	\$52.15	\$70.76	\$89.36	H H D H H H D D Y
Compressor or Welder Operator	EN-324-SWCW	\$43.70	\$58.08	\$72.46	H H D H H H D D Y
Hoisting Operator	EN-324-SWHO	\$50.51	\$68.30	\$86.08	H H D H H H D D Y
Oiler	EN-324-SWO	\$42.29	\$55.97	\$69.64	H H D H H H D D Y
Tower Crane & Derrick where work is 50' or more above first level	EN-324-SWTD50	\$52.24	\$70.89	\$89.54	H H D H H H D D Y
Tower Crane & Derrick 50' or more w/ Oiler where work station is 50' or more above first level	EN-324-SWTD50-O	\$53.24	\$72.39	\$91.54	H H D H H H D D Y
Operating Engineer Underground					
Class I Equipment	EN-324A1-UC1	\$44.84	\$59.33	\$73.82	H H H H H H H D Y
	Apprentice Rates:				
	0-999 hours	\$36.05	\$46.20	\$56.34	
	1,000-1,999 hours	\$37.50	\$48.37	\$59.24	
	2,000-2,999 hours	\$38.94	\$50.53	\$62.12	
	3,000-3,999 hours	\$40.39	\$52.71	\$65.02	
	4,000-4,999 hours	\$41.84	\$54.88	\$67.92	
	5,000-5,999 hours	\$43.29	\$57.06	\$70.82	
Class II Equipment	EN-324A1-UC2	\$40.11	\$52.24	\$64.36	H H H H H H H D Y
Class III Equipment	EN-324A1-UC3	\$39.38	\$51.14	\$62.90	H H H H H H H D Y
Class IV Equipment	EN-324A1-UC4	\$38.81	\$50.29	\$61.76	H H H H H H H D Y
Master Mechanic	EN-324A1-UMM	\$45.09	\$59.71	\$74.32	H H H H H H H D Y

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Classification	Name	Description	Straight Hourly	Time and a Half	Double Time	Overtime Provision
Painter						
	Painter (8 hours of repaint work performed on Sunday shall be paid time & one half rate)	PT-22-P	\$38.01	\$50.24	\$62.47	H H D H D D D D N
	Apprentice Rates:					
		First 6 months	\$25.78	\$31.89	\$38.01	
		Second 6 months	\$29.45	\$37.40	\$45.35	
		Third 6 months	\$30.67	\$39.23	\$47.79	
		Fourth 6 months	\$31.89	\$41.06	\$50.23	
		Fifth 6 months	\$33.12	\$42.91	\$52.69	
		Final 6 months	\$34.34	\$44.73	\$55.13	
	Sandblasting & spraywork performed, on highway bridges, overpasses, tanks or steel, OR spraywork & sandblasting done with a scaffold height of 40' above the floor level	PT-22-S	\$38.81	\$51.44	\$64.07	H H D H D D D D N
Pipefitter						
	Pipefitter	PF-636	\$55.06	\$74.14	\$89.96	H H D H D D D D N
	Apprentice Rates:					
		1st & 2nd periods	\$26.28	\$34.63	\$41.63	
		3rd period	\$28.28	\$37.63	\$45.63	
		4th period	\$29.53	\$39.51	\$48.13	
		5th period	\$30.78	\$41.38	\$50.63	
		6th period	\$32.03	\$43.25	\$53.13	
		7th period	\$33.28	\$45.13	\$55.63	
		8th period	\$34.28	\$46.63	\$57.63	
		9th period	\$35.28	\$48.13	\$59.63	
		10th period	\$36.71	\$50.27	\$62.49	
Plasterer						
	Plasterer	BR1P	\$42.89	\$64.34	\$85.78	H H H H H H H D N
	Apprentice Rates:					
		1st 6 months	\$21.97	\$32.96	\$43.94	
		2nd 6 months	\$25.46	\$38.19	\$50.92	
		3rd 6 months	\$28.95	\$43.42	\$57.90	
		4th 6 months	\$32.43	\$48.65	\$64.86	
		5th 6 months	\$35.92	\$53.88	\$71.84	
		6th 6 months	\$39.40	\$59.10	\$78.80	

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Classification Name Description	Straight Hourly	Time and a Half	Double Time	Overtime Provision
Plasterer PL67	\$42.87	\$58.16	\$73.45	H H H X D D D D N
Apprentice Rates:				
1st 6 months	\$24.52	\$30.63	\$36.75	
2nd 6 months	\$27.58	\$35.23	\$42.87	
3rd 6 months	\$30.64	\$39.81	\$48.99	
4th 6 months	\$33.70	\$44.41	\$55.11	
5th 6 months	\$36.75	\$48.98	\$61.21	
6th 6 months	\$39.81	\$53.57	\$67.33	
Plumber Plumber PL-98	\$53.68	\$71.45	\$87.21	H H D H D D D D Y
Apprentice Rates:				
Period 1	\$17.11	\$23.41	\$29.71	
Period 2	\$17.11	\$23.41	\$29.71	
Period 3	\$26.78	\$35.13	\$43.47	
Period 4	\$27.41	\$36.07	\$44.73	
Period 5	\$28.57	\$37.81	\$47.05	
Period 6	\$29.72	\$39.53	\$49.35	
Period 7	\$30.87	\$41.26	\$51.65	
Period 8	\$32.04	\$43.01	\$53.99	
Period 9	\$33.19	\$44.74	\$56.29	
Period 10	\$34.35	\$46.48	\$58.61	
Roofer Commercial Roofer Straight time is not to exceed ten (10) hours per day or forty (40) hours per week. RO-149-WOM	\$46.81	\$60.92	\$75.02	H H D H H H D D N
Apprentice Rates:				
Apprentice 1	\$30.97	\$39.16	\$47.34	
Apprentice 2	\$35.15	\$43.42	\$51.70	
Apprentice 3	\$36.57	\$45.56	\$54.54	
Apprentice 4	\$37.60	\$47.10	\$56.60	
Apprentice 5	\$38.82	\$48.93	\$59.04	
Apprentice 6	\$40.22	\$51.03	\$61.84	
Sheet Metal Worker Sheet Metal Worker SHM-80	\$55.37	\$73.66	\$91.95	H H D H D D D D Y
Apprentice Rates:				
First Year	\$36.96	\$46.34	\$55.71	
Second Year	\$38.37	\$48.45	\$58.53	
Third Year	\$39.80	\$50.60	\$61.39	
Fourth Year	\$42.65	\$54.87	\$67.09	
Fifth Year	\$45.52	\$59.18	\$72.83	

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Classification Name Description		Straight Hourly	Time and a Half	Double Time	Overtime Provision
Siding & Decking	SHM-80-SD	\$37.10	\$49.16	\$61.22	H H H H H H D Y
Sprinkler Fitter					
Sprinkler Fitter	SP 704	\$55.92	\$75.26	\$94.60	H H D H D D D D Y
	Apprentice Rates:				
	1st Period	\$22.82	\$30.55	\$38.29	
	2nd Period	\$34.65	\$43.36	\$52.06	
	3rd Period	\$36.58	\$46.25	\$55.92	
	4th Period	\$38.51	\$49.14	\$59.78	
	5th Period	\$40.45	\$52.06	\$63.66	
	6th Period	\$42.38	\$54.95	\$67.52	
	7th Period	\$44.32	\$57.86	\$71.40	
	8th Period	\$46.25	\$60.76	\$75.26	
	9th Period	\$48.18	\$63.65	\$79.12	
	10th Period	\$50.12	\$66.56	\$83.00	
Terrazzo					
Terrazzo Finisher	TT32-TRF	\$39.97	\$50.50	\$61.03	H H D H D D D D N
	Apprentice Rates:				
	Level 1	\$20.29	\$26.40	\$32.50	
	Level 2	\$21.00	\$27.46	\$33.92	
	Level 3	\$24.60	\$31.17	\$37.73	
	Level 4	\$25.94	\$33.17	\$40.41	
	Level 5	\$27.31	\$34.76	\$42.20	
	Level 6	\$28.78	\$36.40	\$44.02	
	Level 7	\$30.32	\$38.32	\$46.32	
	Level 8	\$31.68	\$39.94	\$48.20	
Terrazzo Worker	TT32-TRW	\$45.29	\$58.48	\$71.67	H H D H D D D D N
	Apprentice Rates:				
	Level 1	\$24.76	\$31.75	\$38.73	
	Level 2	\$27.55	\$35.28	\$43.01	
	Level 3	\$30.40	\$38.42	\$46.44	
	Level 4	\$32.90	\$41.81	\$50.72	
	Level 5	\$35.00	\$44.31	\$53.61	
	Level 6	\$38.34	\$49.13	\$59.91	
	Level 7	\$39.44	\$50.63	\$61.83	
	Level 8	\$40.29	\$51.91	\$63.53	

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Classification Name Description		Straight Hourly	Time and a Half	Double Time	Overtime Provision
Tile					
Tile Finisher	TT32-TF	\$39.59	\$49.93	\$60.27	H H D H D D D D N
	Apprentice Rates:				
	Level 1	\$19.20	\$24.76	\$30.32	
	Level 2	\$20.30	\$26.41	\$32.52	
	Level 3	\$24.57	\$31.12	\$37.67	
	Level 4	\$25.91	\$33.13	\$40.35	
	Level 5	\$27.28	\$34.71	\$42.14	
	Level 6	\$28.75	\$36.56	\$44.36	
	Level 7	\$30.29	\$38.15	\$46.01	
	Level 8	\$31.65	\$39.77	\$47.89	
Tile Layer	TT32-TL	\$45.19	\$58.33	\$71.47	H H D H D D D D N
	Apprentice Rates:				
	Level 1	\$24.76	\$31.75	\$38.73	
	Level 2	\$27.55	\$35.28	\$43.01	
	Level 3	\$30.40	\$38.42	\$46.44	
	Level 4	\$32.90	\$41.81	\$50.72	
	Level 5	\$34.95	\$44.10	\$53.26	
	Level 6	\$38.29	\$49.05	\$59.81	
	Level 7	\$38.89	\$49.81	\$60.73	
	Level 8	\$39.74	\$51.09	\$62.43	
Truck Driver					
on all trucks of 8 cubic yard capacity or less	TM-RB1	\$34.76	\$36.44		H H H H H H H H Y
of all trucks of 8 cubic yard capacity or over	TM-RB1A	\$34.86	\$36.59		H H H H H H H H Y
on euclid type equipment	TM-RB1B	\$35.01	\$36.81		H H H H H H H H Y
Underground Laborer Open Cut, Class I					
Construction Laborer	LAUC-Z1-1	\$33.39	\$44.07	\$54.75	H H H H H H H D Y
	Apprentice Rates:				
	0-1,000 work hours	\$28.59	\$36.87	\$45.15	
	1,001-2,000 work hours	\$29.55	\$38.31	\$47.07	
	2,001-3,000 work hours	\$30.51	\$39.75	\$48.99	
	3,001-4,000 work hours	\$32.43	\$42.63	\$52.83	

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Classification Name Description		Straight Hourly	Time and a Half	Double Time	Overtime Provision
Underground Laborer Open Cut, Class II					
Mortar and material mixer, concrete form man, signal man, well point man, manhole, headwall and catch basin builder, guard rail builders, headwall, seawall, breakwall, dock builder and fence erector.	LAUC-Z1-2	\$33.50	\$44.24	\$54.97	H H H H H H D Y
Apprentice Rates:					
	0-1,000 work hours	\$28.68	\$37.01	\$45.33	
	1,001-2,000 work hours	\$29.64	\$38.45	\$47.25	
	2,001-3,000 work hours	\$30.60	\$39.89	\$49.17	
	3,001-4,000 work hours	\$32.54	\$42.80	\$53.05	
Underground Laborer Open Cut, Class III					
Air, gasoline and electric tool operator, vibrator operator, drillers, pump man, tar kettle operator, bracers, rodder, reinforced steel or mesh man (e.g. wire mesh, steel mats, dowel bars, etc.), cement finisher, welder, pipe jacking and boring man, wagon drill and air track operator and concrete saw operator (under 40 h.p.), windlass and tugger man, and directional boring man.	LAUC-Z1-3	\$33.55	\$44.31	\$55.07	H H H H H H D Y
Apprentice Rates:					
	0-1,000 work hours	\$28.71	\$37.05	\$45.39	
	1,001-2,000 work hours	\$29.68	\$38.51	\$47.33	
	2,001-3,000 work hours	\$30.65	\$39.97	\$49.27	
	3,001-4,000 work hours	\$32.58	\$42.86	\$53.13	
Underground Laborer Open Cut, Class IV					
Trench or excavating grade man.	LAUC-Z1-4	\$33.63	\$44.43	\$55.23	H H H H H H D Y
Apprentice Rates:					
	0-1,000 work hours	\$28.77	\$37.15	\$45.51	
	1,001-2,000 work hours	\$29.74	\$38.60	\$47.45	
	2,001-3,000 work hours	\$30.72	\$40.07	\$49.41	
	3,001-4,000 work hours	\$32.66	\$42.98	\$53.29	
Underground Laborer Open Cut, Class V					
Pipe Layer	LAUC-Z1-5	\$33.69	\$44.52	\$55.35	H H H H H H D Y
Apprentice Rates:					
	0-1,000 work hours	\$28.82	\$37.22	\$45.61	
	1,001-2,000 work hours	\$29.79	\$38.67	\$47.55	
	2,001-3,000 work hours	\$30.77	\$40.15	\$49.51	
	3,001-4,000 work hours	\$32.72	\$43.07	\$53.41	

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Classification Name Description		Straight Hourly	Time and a Half	Double Time	Overtime Provision
Underground Laborer Open Cut, Class VI					
Grouting man, top man assistant, audio visual television operations and all other operations in connection with closed circuit television inspection, pipe cleaning and pipe relining work and the installation and repair of water service pipe and appurtenances.	LAUC-Z1-6	\$31.14	\$40.70	\$50.25	H H H H H H D Y
Apprentice Rates:					
	0-1,000 work hours	\$26.90	\$34.34	\$41.77	
	1,001-2,000 work hours	\$27.75	\$35.61	\$43.47	
	2,001-3,000 work hours	\$28.60	\$36.89	\$45.17	
	3,001-4,000 work hours	\$30.29	\$39.43	\$48.55	
 Underground Laborer Open Cut, Class VII					
Restoration laborer, seeding, sodding, planting, cutting, mulching and topsoil grading and the restoration of property such as replacing mail boxes, wood chips, planter boxes, flagstones etc.	LAUC-Z1-7	\$27.76	\$35.63	\$43.49	H H H H H H D Y
Apprentice Rates:					
	0-1,000 work hours	\$24.37	\$30.55	\$36.71	
	1,001-2,000 work hours	\$25.05	\$31.57	\$38.07	
	2,001-3,000 work hours	\$25.73	\$32.59	\$39.43	
	3,001-4,000 work hours	\$27.08	\$34.61	\$42.13	

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KEITH W. COOLEY
DIRECTOR

**Informational Sheet: Prevailing Wages on State Projects
General Information Regarding Fringe Benefits**

Certain fringe benefits may be credited toward the payment of the Prevailing Wage Rate:

- o If a fringe benefit is paid directly to a construction mechanic
- o If a fringe benefit contribution or payment is made on behalf of a construction mechanic
- o If a fringe benefit, which may be provided to a construction mechanic, is pursuant to a written contract or policy
- o If a fringe benefit is paid into a fund, for a construction mechanic

When a fringe benefit is not paid by an hourly rate, the hourly credit will be calculated based on the annual value of the fringe benefit divided by 2080 hours per year (52 weeks @ 40 hours per week).

The following is an example of the types of fringe benefits allowed and how an hourly credit is calculated:

Vacation	40 hours X \$14.00 per hour = \$560/2080 =	\$.27
Dental insurance	\$31.07 monthly premium X 12 mos. = \$372.84 /2080 =	\$.18
Vision insurance	\$5.38 monthly premium X 12 mos. = \$64.56/2080 =	\$.03
Health insurance	\$230.00 monthly premium X 12 mos. = \$2,760.00/2080 =	\$1.33
Life insurance	\$27.04 monthly premium X 12 mos. = \$324.48/2080 =	\$.16
Tuition	\$500.00 annual cost/2080 =	\$.24
Bonus	4 quarterly bonus/year x \$250 = \$1000.00/2080 =	\$.48
401k Employer Contribution	\$2000.00 total annual contribution/2080 =	\$.96
Total Hourly Credit		\$3.65

Other examples of the types of fringe benefits allowed:

- Sick pay
- Holiday pay
- Accidental Death & Dismemberment insurance premiums

The following are examples of items that **will not** be credited toward the payment of the Prevailing Wage Rate

- o Legally required payments, such as:
 - Unemployment Insurance payments
 - Workers' Compensation Insurance payments
 - FICA (Social Security contributions, Medicare contributions)
- o Reimbursable expenses, such as:
 - Clothing allowance or reimbursement
 - Uniform allowance or reimbursement
 - Gas allowance or reimbursement
 - Travel time or payment
 - Meals or lodging allowance or reimbursement
 - Per diem allowance or payment
- o Other payments to or on behalf of a construction mechanic that are not wages or fringe benefits, such as:
 - Industry advancement funds
 - Financial or material loans



Michigan Department of Labor & Economic Growth *Wage & Hour Division*
OVERTIME PROVISIONS for MICHIGAN PREVAILING WAGE RATE SCHEDULE

1. Overtime is represented as a nine character code. Each character represents a certain period of time after the first 8 hours Monday thru Friday.

	Monday thru Friday	Saturday	Sunday & Holidays
First 8 Hours		4	8
9th Hour	1	5	
10th Hour	2	6	
Over 10 hours	3	7	

Overtime for Monday thru Friday after 8 hours:

the 1st character is for time worked in the 9th hour (8.1 - 9 hours)
the 2nd character is for time worked in the 10th hour (9.1 - 10 hours)
the 3rd character is for time worked beyond the 10th hour (10.1 and beyond)

Overtime on Saturday:

the 4th character is for time worked in the first 8 hours on Saturday (0 - 8 hours)
the 5th character is for time worked in the 9th hour on Saturday (8.1 - 9 hours)
the 6th character is for time worked in the 10th hour (9.1 - 10 hours)
the 7th character is for time worked beyond the 10th hour (10.01 and beyond)

Overtime on Sundays & Holidays

The 8th character is for time worked on Sunday or on a holiday

The last character indicates if an optional 4-day 10-hour per day workweek can be worked without paying overtime after 8 hours worked.

2. Overtime Indicators Used in the Overtime Provision:

H - means TIME AND ONE-HALF due
X - means TIME AND ONE-HALF due after 40 HOURS worked
D - means DOUBLE PAY due
Y - means YES an optional 4-day 10-hour per day workweek can be worked without paying overtime after 8 hours worked
N - means NO an optional 4-day 10-hour per day workweek *can not* be worked without paying overtime after 8 hours worked

3. EXAMPLES:

HHHHHHHDN - This example shows that the 1½ rate must be used for time worked after 8 hours Monday thru Friday (characters 1 - 3); for all hours worked on Saturday, 1½ rate is due (characters 4 - 7). Work done on Sundays or holidays must be paid double time (character 8). The N (character 9) indicates that 4 ten-hour days is not an acceptable workweek at regular pay.

XXXHHHHHDY - This example shows that the 1½ rate must be used for time worked after 40 hours are worked Monday thru Friday (characters 1-3); for hours worked on Saturday, 1½ rate is due (characters 4 - 7). Work done on Sundays or holidays must be paid double time (character 8). The Y (character 9) indicates that 4 ten-hour days is an acceptable alternative workweek.

ENGINEERS - CLASSES OF EQUIPMENT LIST

UNDERGROUND ENGINEERS

CLASS I

Backfiller Tamper, Backhoe, Batch Plant Operator, Clam-Shell, Concrete Paver (2 drums or larger), Conveyor Loader (Euclid type), Crane (crawler, truck type or pile driving), Dozer, Dragline, Elevating Grader, End Loader, Gradall (and similar type machine), Grader, Power Shovel, Roller (asphalt), Scraper (self propelled or tractor drawn), Side Broom Tractor (type D-4 or larger), Slope Paver, Trencher (over 8' digging capacity), Well Drilling Rig, Mechanic, Slip Form Paver, Hydro Excavator.

CLASS II

Boom Truck (power swing type boom), Crusher, Hoist, Pump (1 or more 6" discharge or larger gas or diesel powered by generator of 300 amps or more, inclusive of generator), Side Boom Tractor (smaller than type D-4 or equivalent), Tractor (pneu-tired, other than backhoe or front end loader), Trencher (8' digging capacity and smaller), Vac Truck.

CLASS III

Air Compressors (600 cfm or larger), Air Compressors (2 or more less than 600 cfm), Boom Truck (non-swinging, non-powered type boom), Concrete Breaker (self-propelled or truck mounted, includes compressor), Concrete Paver (1 drum, ½ yard or larger), Elevator (other than passenger), Maintenance Man, Mechanic Helper, Pump (2 or more 4" up to 6" discharge, gas or diesel powered, excluding submersible pump), Pumpcrete Machine (and similar equipment), Wagon Drill Machine, Welding Machine or Generator (2 or more 300 amp or larger, gas or diesel powered).

CLASS IV

Boiler, Concrete Saw (40HP or over), Curing Machine (self-propelled), Farm Tractor (w/attachment), Finishing Machine (concrete), Firemen, Hydraulic Pipe Pushing Machine, Mulching Equipment, Oiler (2 or more up to 4", exclude submersible), Pumps (2 or more up to 4" discharge if used 3 hrs or more a day-gas or diesel powered, excluding submersible pumps), Roller (other than asphalt), Stump Remover, Vibrating Compaction Equipment (6' wide or over), Trencher (service) Sweeper (Wayne type and similar equipment), Water Wagon, Extend-a-Boom Forklift.

HAZARDOUS WASTE ABATEMENT ENGINEERS

CLASS I

Backhoe, Batch Plant Operator, Clamshell, Concrete Breaker when attached to hoe, Concrete Cleaning Decontamination Machine Operator, Concrete Pump, Concrete Paver, Crusher, Dozer, Elevating Grader, Endloader, Farm Tractor (90 h.p. and higher), Gradall, Grader, Heavy Equipment Robotics Operator, Loader, Pug Mill, Pumpcrete Machines, Pump Trucks, Roller, Scraper (self-propelled or tractor drawn), Side Boom Tractor, Slip Form Paver, Slope Paver, Trencher, Ultra High Pressure Waterjet Cutting Tool System Operator, Vactors, Vacuum Blasting Machine Operator, Vertical Lifting Hoist, Vibrating Compaction Equipment (self-propelled), and Well Drilling Rig.

CLASS II

Air Compressor, Concrete Breaker when not attached to hoe, Elevator, End Dumps, Equipment Decontamination Operator, Farm Tractor (less than 90 h.p.), Forklift, Generator, Heater, Mulcher, Pigs (Portable Reagent Storage Tanks), Power Screens, Pumps (water), Stationary Compressed Air Plant, Sweeper, and Welding Machine.

Regular Crane Operators rate shall include: Mechanics, Crane Operators, Dragline Operators, Boom Truck Operators, Power Shovel Operators and Concrete Pumps with booms.

Revised: 09/07/06

SITE-SPECIFIC SAFETY INFORMATION (SSSI) FORM
ZERO TOLERANCE FOR UNSAFE ACTS OR CONDITIONS

PROJECT IDENTIFICATION

Owner Name: Troy School District	Project Name : Boulan Park & Larson Science Room Renovation
Jobsite Location: 1140 Rankin	BMC Project No.: 041049 - BP #9488
Jobsite Phone (voice): 248.823.4631	Jobsite Fax: 248.823.4672

PROJECT OPERATIONAL LEADERSHIP

Title	Name	Office Phone #	Cell Phone #	24 hour contact #
Project Director	Beth Yorke	248.213.1822	248.755.2702	SAME
Project Manager	Andrea Wright	248.823.4631	248.670.1646	SAME
Project Engineer	Paul Thomson	248.823.4631		SAME
Superintendent	Ian Morris	248.823.4674	248.640.0157	SAME
Safety Representative	Gary Jordan	248.436.5406	248.219.3693	SAME
Owner's Representative	Michael Adamczyk	248.823.4022		

EMERGENCY RESPONSE INFORMATION

Key Phone Numbers		Utilities	
Emergency Response (medical/fire):	911	Gas Company:	Consumer Power/800.477.50
Police Dept. (non-emergency):	248.524.3477	Electric Company:	dte/800.477.4747
Fire Dept. (non-emergency):	248.524.3419	Water Company:	248.524.3370 or 524.3392
Security Service:			
Injury Response		Evacuation/Rescue	
Certified First Aid Provider at Jobsite:		Location of rescue equipment:	
Name:	Clarence Rempel Cell 810.691.4695	Defibrillator – School Clinic, Main Level, leftside of office	
Location of First Aid Equipment		Gathering point after evacuation:	
Each Contractor have in job box, Supt. have in office onsite		100 ft. away from Building	
Nearest Hospital:	Troy Beaumont	Severe weather shelter:	
Directions to Hospital:		Corridors away from windows and Offices w/no windows	
Long Lake Rd. East to Dequindre, North on Dequindre to hospital, Westside of Road; if past M-59 you went to far.		Emergency Signals	
Hospital phone number:	248.964.5111	Evacuation (fire, bomb, etc): Short blasts of air horn	
Recommended Clinic:	Troy Medical PC 2649 Crooks Rd. (2 blks S. 16)	- Proceed to gathering point for roll call	
Directions to Clinic:		- Never leave without notifying your company	
East on Wattles, South on Crooks		Seek Shelter (weather): Long continuous blast of air horn	
Clinic phone number:	248.643.0044	- Proceed to shelter for roll call	
Clinic hours: Mon-Thurs 8:00 -5:00, Fri 4:30, Sat 8-12		- Never leave without notifying your company	
BMC Safety Department:	248-436-5400	All Clear:	
		- Barton Malow notifies contractors by cell phone or radio	

OTHER SITE-SPECIFIC SAFETY INFORMATION

(If not applicable or no additional information beyond Contract Documents, leave item blank.)

- 1) General Safety Requirements. Each Contractor on the jobsite is required to observe all applicable laws and contractual duties, including Section 00810 of the Project Manual and any procedures or other requirements set forth in this SSSI form or its Exhibits. Nothing stated in or omitted from this SSSI form excuses compliance with requirements stated elsewhere in the Contract Documents. The failure to identify a safety condition in this document does not represent or warrant that no such condition is present.
- 2) Postings. Notices required by federal or state law regarding safety, employment, and other matters will be posted on a bulletin board at the following jobsite location: 1301 Boyd, Troy, MI 48083
- 3) MSDS forms. Material Safety Data Sheet (MSDS) information for all Contractors will be maintained at the following jobsite location: 1301 Boyd, Troy, MI 48083 and Each Jobsite Location
- 4) Owner Requirements. Special Owner safety requirements for this project are:
 - a) Attached as Exhibit SSSI-4; or
 - b) Stated here: Follow and Implement BMC Safety Procedures
- 5) Insurance. Is this project covered by a Controlled Insurance Program (CIP)?
 - a) Yes, an Owner Controlled Insurance Program (OCIP)
 - b) Yes, a Contractor Controlled Insurance Program (CCIP)
 - c) No CIP
 - d) CIP procedures or other special insurance procedures are:
 - i) Attached as Exhibit SSSI-5; or
 - ii) Stated here:
- 6) Employees. Information on employee requirements specific to this jobsite (jobsite safety orientation, identification badges, drug testing, etc.) is:
 - i) Attached as Exhibit SSSI-6; or
 - ii) Stated here: A Site Specific Safety Program/Emergency Response Team and Identification Procedures
- 7) Planning. Information on special requirements for safety planning (e.g., written job hazard analysis or pre-task planning) is:
 - a) Attached as Exhibit SSSI-7; or
 - b) Stated here: A Site Specific Safety Program, Trade Contractor Safety Certificate and Substance Abuse Policy Implemented
- 8) Jobsite Access. Information relating to site access (parking, pedestrians, deliveries, heavy equipment, traffic control, emergency vehicle access, etc.) is:
 - a) Attached as Exhibit SSSI-8; or
 - b) Stated here: Keyed Gates and/or See Project Superintendent
- 9) Jobsite Security. Information relating to jobsite security procedures (security services, visitor policy, etc.) is:
 - a) Attached as Exhibit SSSI-9; or
 - b) Stated here: ONLY Trades people working on-site with badges issued by Troy School District
- 10) Staging and Laydown. Information on staging and laydown areas at the jobsite is:
 - a) Attached as Exhibit SSSI-10; or
 - b) Stated here: Specified on drawings and under the direction of the Project Superintendent
- 11) Cranes. Special requirements associated with crane access or placement at the jobsite are:
 - a) Attached as Exhibit SSSI-11; or
 - b) Stated here: Designated crane staging area, coordinated by BMC and Structural Steel Trade (Intrepid)

- 12) Environmental Hazards. Information on hazards and procedures associated with environmental conditions at the jobsite (including known or suspected hazardous materials, toxic chemicals, pollutants, etc.) is:
- a) Attached as Exhibit SSSI-12; or
 - b) Stated here: DEQ approved document on file, no environmental hazards on jobsite
- 13) Utilities. Information on hazards and procedures associated with underground or overhead utilities at the jobsite is:
- a) Attached as Exhibit SSSI-13; or
 - b) Stated here: MIS DIG is contacted
- 14) Risks to or from Property. Information on structures, animals, plants, habitats, artifacts, or other property, on or near the jobsite, which either present a hazard or must be protected from damage, is:
- a) Attached as Exhibit SSSI-14; or
 - b) Stated here: Fenced secured, removed and replaced or returned at end of job
- 15) Sitework. Information on management of stormwater or sediment runoff at this jobsite is:
- a) Attached as Exhibit SSSI-15; or
 - b) Stated here: Soil Erosion control has been assigned to sitework contractor, See Project Manual Section 02200
- 16) Underground. Information on known or suspected unusual conditions in the soil or underground at this jobsite is:
- a) Attached as Exhibit SSSI-16; or
 - b) Stated here: N/A
- 17) Interim Life Safety. Information on how interim life safety measures will be handled during construction is:
- a) Attached as Exhibit SSSI-17; or
 - b) Stated here: BMC & Tradesman have First Aid Certified personnel on-site
- 18) Fire Protection. Information on fire hazards and procedures specific to this jobsite is:
- a) Attached as Exhibit SSSI-18; or
 - b) Stated here: Fire Extinguishers within construction area
- 19) Confined Spaces. Information on confined spaces at the jobsite and procedures for safe entry is:
- a) Attached as Exhibit SSSI-19; or
 - b) Stated here: Specified contractors trained on-site
- 20) Energy Lockout/Tagout. Information on hazards from energized systems (electrical, machinery, high pressure piping, etc.) and lockout/tagout procedures is:
- a) Attached as Exhibit SSSI-20; or
 - b) Stated here: Systems tagged and locked with proper written information completed if required
- 21) Infection Control. Information on special procedures for infection control is:
- a) Attached as Exhibit SSSI-21; or
 - b) Stated here: N/A
- 22) Hazardous Operations. Information on unusual or hazardous construction methods or other dangerous operations at or near the jobsite (demolition, blasting, etc.) is:
- a) Attached as Exhibit SSSI-22; or
 - b) Stated here: N/A
- 23) Other. Other information on hazards or safety-related procedures or requirements for the jobsite is:
- a) Attached as Exhibit SSSI-23; or
 - b) Stated here: Project Manual, Section 00810, On-Site Project Safety & Loss Control Program and 00840, Hazardous Materials, Refer to Material Safety Data Sheets (MSDS) and Hazard Communication Booklet.

Barton Malow Company
 Boulan Park and Larson Science Room Casework
 RFI Log

RFI No.	IN DATE	QUESTION	RESPONSE	REPLY DATE
1	14-Feb-08	Per spec, equipment item ST-1 has a Plam top and a resin top, drawings indicate all tops are to be epoxy resin. Please clarify.	Description for Equipment Item ST-1 should read as follows; Fixed Height Science Table with Acid-Resistant High Pressure Plastic Laminate Table Top with 3mm edgebanding. Color as selected by architect/client. Fixed height of 29" H. Maple wood construction, solid hardwood legs with levelers and black leg shoes. Metal to metal threaded heaby duty construction. Weight capacity of 600 lbs.	2/14/2008
2	14-Feb-08	Re: Demo unit, Typical all classrooms, faucet, eyewash, and gas jets are indicated on drawings, but not in the spec. Are these fixtures by Div 15 Mechanical?	The fixtures will be provided and installed by a Mechanical contractor from a separate bid package. The layout of the holes will be provided to the 12.1 contractor. The 12.1 contractor is to provide holes in the countertop.	2/14/2008
3	14-Feb-08	Does bid category 12.1 include demo of existing casework	Yes, demolition will be included in this bid category. See revised workscope issued in Addendum #1	2/14/2008
4	14-Feb-08	Item 7 Re: Elec and technology boxes. None are shown on drawings or referenced in Spec 12355. Please clarify what these are.	These boxes will be supplied and installed by an electrical Contractor from a separate bid package. Upon receiving layout for the box location, the cut-outs for the boxes are to be provided by 12.1 contractor.	2/14/2008
5	14-Feb-08	Epsy resin manufacturer recommends top support at KS-1 when half round top is extended. Is there a detail of this item?	Description for Equipment Item KS-1 will be revised per Addenda #1. KS-1 will require a half-round mobile table. Specific details to be clarified.	2/21/2008
6	19-Feb-08	Are Black epoxy resin tops to be 1" thick or 1 1/4" thick?	Epoxy Resin Counters per Specification 12355, Part 2.7, Section C; Provide 1-1/4; thick table tops....	2/21/2008
7	19-Feb-08	Is there to be one or two mobile cabinets at the Demo Unit?	Demo Unit requires one (1) mobile cabinet.	2/21/2008
8	19-Feb-08	I could not find the color schedule in the bid docs. Is there one available? Also, is edgebanding on door and drawer fronts to be (0.20") flat edge or (3mm) PVC?	Color Schedule for cabinet plastic laminate is located in Specification 12355, Section 3.5 Plastic Laminate Schedule, page 12355-8. Provide Edgebanding for Plastic Laminate: Rigid PVC extrusions, through color with satin finish, 3 mm thick at doors and drawer fronts, 1 mm thick elsewhere. Plastic Laminate color for Science Table ST-1 to be determined.	2/21/2008
9	19-Feb-08	Tag descriptions call out ring stands, ex B-93. Are there any fixtures.apparatus required for 12355 - Institutional Casework?	Casework contractor to supply fixtures/apparatus listed on equipment schedule. All fixtures shown on floor plan, not included in equipment schedule, will be provided and installed by a contractor from a separate bid pack. The casework contractor is to provide holes in the countertop for fixtures supplied by others.	2/21/2008

To: Todd Haner	Contractor's Reference #:	
Kingscott Architect, Engineers, and Interior 229 E. Michigan, Suite 335 Kalamazoo, MI 49007	Project	Troy Schools 2004 Bond Program
VIA: Barton Malow Company	BMC Project #:	041049
1301 Boyd	A/E Project #:	2643
Troy, MI		
From: Barton Malow Company	Bid Pack/Category #:	

Reference Specs:

Reference Drawings: Rev. Detail:

Request:

Per spec, equipment item ST-1 has a Plam top and resin top, drawings indicate all tops are to be epoxy resin. Please clarify.

Suggestion:

	Paul Thomson	
Barton Malow Company	Submitted By	Date
Barton Malow Company	Reviewed By	Date

Reply: **Required By:** 02/21/2008

Description for Equipment Item ST-1 should read as follows;

Fixed Height Science Table with Acid-Resistant High Pressure Plastic Laminate Table Top with 3mm edgebanding. Color as selected by architect/client. Fixed height of 29" H. Maple wood construction, solid hardwood legs with levelers and black leg shoes. Metal to metal threaded heavy duty construction. Weight capacity of 600 lbs.

This clarification is interpreted to be within the scope of referenced contracts issued in accordance with the Contract Documents, and without change in Contract Sum or Contract Time, and, as such, is not an authorization for work beyond the scope of the contract.

	Fred Vasquez	February 14, 2008
Kingscott Architect, Engineers, and Interior Desi	Reply By	Date

To: Fred Vasquez **Contractor's Reference #:** _____
 Kingscott Architect, Engineers, and Interior
 229 E. Michigan, Suite 335
 Kalamazoo, MI 49007 **Project** Troy Schools 2004 Bond Program

VIA: Barton Malow Company **BMC Project #:** 041049
 1301 Boyd
 Troy, MI **A/E Project #:** 2643

From: Barton Malow Company **Bid Pack/Category #:** _____

Reference Specs:

Reference Drawings: Rev. Detail:

Request:

Re: Demo unit, Typical all classrooms, faucet, eyewash, and gas jets are indicated on drawings, but not in the spec. Are these fixtures by Div 15 Mechanical?

Suggestion:

Paul Thomson		
Barton Malow Company	Submitted By	Date
Barton Malow Company	Reviewed By	Date

Reply: **Required By:** 02/21/2008

The fixtures will be provided and installed by a Mechanical contractor from a separate bid package. The layout for the holes will be provided to the 12.1 contractor. The 12.1 contractor is to provide holes in the countertop.

This clarification is interpreted to be within the scope of referenced contracts issued in accordance with the Contract Documents, and without change in Contract Sum or Contract Time, and, as such, is not an authorization for work beyond the scope of the contract.

Kingscott Architect, Engineers, and Interior Desi	Reply By	Date
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Design/Construction Services

Request For Information
RFI # 9488-Prebid 004
Thursday, February 14, 2008

To: Paul Thomson Barton Malow Company 1301 Boyd Troy, MI 48083	Contractor's Reference #: _____
VIA: Barton Malow Company 1301 Boyd Troy, MI	Project: Troy Schools 2004 Bond Program
	BMC Project #: 041049
	A/E Project #: 2643
From: Barton Malow Company	Bid Pack/Category #: _____

Reference Specs:

Reference Drawings: Rev. Detail:

Request:

Item 7 Re: Elec and technology boxes. None are shown on drawings or referenced in Spec 12355. Please clarify what these are.

Suggestion:

Paul Thomson		
Barton Malow Company	Submitted By	Date
Barton Malow Company	Reviewed By	Date

Reply: **Required By:** 02/21/2008

These boxes will be supplied and installed by an electrical contractor from a separate bid package. Upon receiving layout for the box location, the cut-outs for the boxes are to be provided by 12.1 contractor.

This clarification is interpreted to be within the scope of referenced contracts issued in accordance with the Contract Documents, and without change in Contract Sum or Contract Time, and, as such, is not an authorization for work beyond the scope of the contract.

Barton Malow Company	Reply By	Date
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Design/Construction Services

Request For Information
RFI # 9488-Prebid 005
Thursday, February 14, 2008

To: Todd Haner
Contractor's Reference #:
Kingscott Architect, Engineers, and Interior Design
229 E. Michigan, Suite 335
Kalamazoo, MI 49007
Project: Troy Schools 2004 Bond Program
VIA: Barton Malow Company
BMC Project #: 041049
1301 Boyd
Troy, MI
A/E Project #: 2643
From: Barton Malow Company
Bid Pack/Category #:

Reference Specs:

Reference Drawings: Rev. Detail:

Request:

Epoxy resin manufacturer recommends top support at KS-1 when half round top is extended. Is there a detail of this item?

Suggestion:

Table with 3 columns: Name, Submitted By, Date. Rows include Paul Thomson and Barton Malow Company.

Reply: Required By: 02/21/2008

Description for Equipment Item KS-1 will be revised per Addenda #1.

KS-1 will require a half-round mobile table. Specific details to be clarified.

This clarification is interpreted to be within the scope of referenced contracts issued in accordance with the Contract Documents, and without change in Contract Sum or Contract Time, and, as such, is not an authorization for work beyond the scope of the contract.

Table with 3 columns: Name, Reply By, Date. Row includes Fred Vasquez and Kingscott Architect, Engineers, and Interior Design.



Request For Information
 RFI # 9488-Prebid 006
 Tuesday, February 19, 2008

To: Fred Vasquez Kingscott Architect, Engineers, and Interior 229 E. Michigan, Suite 335 Kalamazoo, MI 49007	Contractor's Reference #:	
VIA: Barton Malow Company 1301 Boyd Troy, MI	Project	Troy Schools 2004 Bond Program
	BMC Project #:	041049
	A/E Project #:	2643
From: Barton Malow Company	Bid Pack/Category #:	

Reference Specs:

Reference Drawings: Rev. Detail:

Request:

Are Black epoxy resin tops to be 1" thick or 1 1/4" thick?

Suggestion:

	Paul Thomson	
Barton Malow Company	Submitted By	Date
Barton Malow Company	Reviewed By	Date

Reply: **Required By:** 02/26/2008

Epoxy Resin Counters per Specification 12355, Part 2.7, Section C;

Provide 1-1/4: thick table tops.....

This clarification is interpreted to be within the scope of referenced contracts issued in accordance with the Contract Documents, and without change in Contract Sum or Contract Time, and, as such, is not an authorization for work beyond the scope of the contract.

	Fred Vasquez	February 21, 2008
Kingscott Architect, Engineers, and Interior Desi	Reply By	Date



Request For Information
 RFI # 9488-Prebid 007
 Tuesday, February 19, 2008

To: Fred Vasquez Kingscott Architect, Engineers, and Interior 229 E. Michigan, Suite 335 Kalamazoo, MI 49007	Contractor's Reference #: _____
VIA: Barton Malow Company 1301 Boyd Troy, MI	Project: Troy Schools 2004 Bond Program
	BMC Project #: 041049
	A/E Project #: 2643
From: Barton Malow Company	Bid Pack/Category #: _____

Reference Specs:

Reference Drawings: Rev. Detail:

Request:

Is there to be one or two mobile cabinets at the Demo Unit?

Suggestion:

	Paul Thomson	
Barton Malow Company	Submitted By	Date
Barton Malow Company	Reviewed By	Date

Reply: **Required By:** 02/26/2008

Demo Unit requires one (1) mobile cabinet.

This clarification is interpreted to be within the scope of referenced contracts issued in accordance with the Contract Documents, and without change in Contract Sum or Contract Time, and, as such, is not an authorization for work beyond the scope of the contract.

Kingscott Architect, Engineers, and Interior Desi	Fred Vasquez Reply By	February 21, 2008 Date
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Request For Information
 RFI # 9488-Prebid 008
 Tuesday, February 19, 2008

To: Fred Vasquez Kingscott Architect, Engineers, and Interior Design 229 E. Michigan, Suite 335 Kalamazoo, MI 49007	Contractor's Reference #: _____
VIA: Barton Malow Company 1301 Boyd Troy, MI	Project: Troy Schools 2004 Bond Program
	BMC Project #: 041049
	A/E Project #: 2643
From: Barton Malow Company	Bid Pack/Category #: _____

Reference Specs:

Reference Drawings: Rev. Detail:

Request:

I could not find the color schedule in the bid docs. Is there one available? Also, is edgebanding on door and drawer fronts to be (.020") flat edge or (3mm) PVC?

Suggestion:

Paul Thomson		
Barton Malow Company	Submitted By	Date
Barton Malow Company	Reviewed By	Date

Reply: **Required By:** 02/26/2008

Color Schedule for cabinet plastic laminate is located in Specification 12355, Section 3.5 Plastic Laminate Schedule, page 12355-8
 Provide Edgebanding for Plastic Laminate: Rigid PVC extrusions, through color with satin finish, 3 mm thick at doors and drawer fronts, 1 mm thick elsewhere.
 Plastic Laminate color for Science Table ST-1 to be determined.

This clarification is interpreted to be within the scope of referenced contracts issued in accordance with the Contract Documents, and without change in Contract Sum or Contract Time, and, as such, is not an authorization for work beyond the scope of the contract.

Fred Vasquez	February 21, 2008
Kingscott Architect, Engineers, and Interior Design	Reply By Date



Request For Information
 RFI # 9488-Prebid 009
 Tuesday, February 19, 2008

To: Fred Vasquez	Contractor's Reference #:
Kingscott Architect, Engineers, and Interior <small>Division</small> 229 E. Michigan, Suite 335 Kalamazoo, MI 49007	Project Troy Schools 2004 Bond Program
VIA: Barton Malow Company	BMC Project #: 041049
1301 Boyd Troy, MI	A/E Project #: 2643
From: Barton Malow Company	Bid Pack/Category #:

Reference Specs:

Reference Drawings: Rev. Detail:

Request:

Tag descriptions call out ring stands, ex B-93. Are there any fixtures/apparatus required for 12355 - Institutional Casework?

Suggestion:

Barton Malow Company	Paul Thomson	Date
Barton Malow Company	Submitted By	Date
Barton Malow Company	Reviewed By	Date

Reply: **Required By:** 02/26/2008

Casework contractor to supply fixtures/apparatus listed on equipment schedule. All fixtures shown on floor plan, not included in equipment schedule, will be provided and installed by a contractor from a separate bid pack. The casework contractor is to provide holes in the countertop for fixtures supplied by others.

This clarification is interpreted to be within the scope of referenced contracts issued in accordance with the Contract Documents, and without change in Contract Sum or Contract Time, and, as such, is not an authorization for work beyond the scope of the contract.

Kingscott Architect, Engineers, and Interior Desi	Fred Vasquez	February 21, 2008
	Reply By	Date

BOULAN PARK/LARSON MIDDLE SCHOOL SCIENCE ROOM CASEWORK

BP #9488

Planholders List

<u>Work Category</u>	<u>Addenda</u>	<u>PICKED UP OR SHIPPED</u>	<u>CONTACT</u>	<u>DELIVERY</u>	<u>Work to Bid</u>
12.1		Detroit Technical Equipment	Michelle Youngblood	Customer Pick-Up	CASEWORK
12.1		Arjac, Inc.	Jeff Sordyl	Customer Pick-Up	CASEWORK
12.1		Dew-EI	Keely Vanderhill	Customer Pick-Up	CASEWORK
12.1		Strata, Inc.	Paul Reid	Customer Pick-Up	CASEWORK
12.1		Flairwood	Paul	Customer Pick-Up	CASEWORK
PLAN ROOM		Construction Association of Michigan	Production	UPS (used cust's acct	PLAN ROOM
PLAN ROOM		Motor City Imaging (F. W. Dodge)	Production	UPS (used cust's acct	PLAN ROOM
PLAN ROOM		Builders Exchange of Grand Rapids	Cathy Pisciotta	UPS (used cust's acct	PLAN ROOM
PLAN ROOM		Reed Construction Data	Kristina Thornton	UPS (used cust's acct	PLAN ROOM
PLAN ROOM		Construction News Corp	Lori Demko	UPS (used cust's acct	PLAN ROOM

**Troy School District
Boulan/Larson Science Room Casework
Bid 9488**

Wolverine Interiors	\$	224,224.00	
Farnell Contracting Inc.	\$	277,000.00	
Architectural Systems Group	\$	283,700.00	
Detroit Technical Equip.	\$	292,400.00	Base bid incl goggles