



DEXTER
COMMUNITY
SCHOOLS

Dexter Community Schools

Mill Creek Kitchen Removal and Replacement of Walk-in Evaporators and Condensers Project Manual

Bid Categories Include:

Mill Creek Middle School Kitchen Walk-In
Evaporator and Condenser Replacements

Issued by:

Dexter Community Schools
2704 Baker Rd
Dexter, MI 48130

ISSUED
MAY 25, 2021

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END OF SECTION

Section 00 1116 Invitation to Bid

PROJECT:MILL CREEK MIDDLE SCHOOL
REMOVAL AND REPLACEMENT OF EVAPORATOR AND
CONDENSER IN TWO WALK-IN COOLERS AND TWO WALK-IN
FREEZERS

OWNER:DEXTER COMMUNITY SCHOOLS
2704 Baker Road
Dexter, MI 48130

OWNER REPRESENTATIVE:JENNIFER MATTISON, FOOD & NUTRITION DIRECTOR

DEXTER COMMUNITY SCHOOLS
2704 Baker Road
Dexter, MI 48130

PROJECT LOCATION:JOBSITE

MILL CREEK MIDDLE SCHOOL
7305 Dexter Ann Arbor Rd
Dexter, MI 48130

ADMINISTRATION SITE
Bates School (Pre-k and Admin)
2704 Baker Road, Dexter, MI 48130

THE WORK INCLUDES:Complete removal and replacement of all walk-in evaporators and
condensers.

Invitation is hereby made to have qualified bidders submit bid proposals for the following work categories:

BID CATEGORIES

Mill Creek Middle School Kitchen Walk-In Evaporator and Condenser Replacement
ONLY – NO OTHER BID CATEGORIES

An optional pre-bid meeting will be held on June 1, 2021 at 1:00 PM at the Mill Creek Middle School Loading Dock (7305 Dexter Ann Arbor Rd, Dexter, MI 48130 - access drive from Dan Hoey).

If bidders attend the pre-bid meeting, additional inspection opportunities may be arranged, but due to school district security concerns, bidders should not go to the site without prior arrangement.

Bid proposals are requested and will be received as a “single lump sum proposal” prior to 9:30 AM, local time, on June 9, 2021.

The bid documents are available to Bidders electronically without charge at the following link:
<https://www.dexterschools.org/page.cfm?p=545>.

Interested firms should submit a digital/electronic copy of the bid proposal to Dexter Community Schools, at mattisonj@dexterschools.org. Bids are to be submitted according to the detailed instructions in Section 00 2113 Instructions to Bidders.

Bidders may submit paper copies of the written bid, in a separate sealed envelope, that must be received on or before the bid opening date and time. Bids are to be submitted to:

Dexter Community Schools
Attn: Jennifer Mattison, Food & Nutrition Director
2704 Baker Road
Dexter, MI 48130

Dexter Community Schools makes a continuous effort to broaden their business relationships with Diversity Firms (aka Historically Underutilized Businesses (HUB)) and local businesses. EEO M/F/H/V

All bids must contain a sworn and notarized statement disclosing any familial relationship existing between the bidder or any employee of the bidder and any member of the Dexter Community Schools Board of Education and acknowledge compliance with the Michigan Iran Economic Sanctions.

All addenda will be posted to the site linked below. Each bidder shall ascertain, prior to submitting a bid, that they have reviewed all addenda issued and shall acknowledge such on the Bid Proposal Form. No addendum will be issued later than three (3) days prior to the date for receipt of bids except an addendum, if necessary, postponing the date for receipt of bids or withdrawing the request for bids.

Bid security in the form of bonds are required to be submitted with all proposals. An electronic copy of the bond may be submitted with electronically submitted bids. Bid security in the form of a certified check is acceptable bid security only for proposal less than \$50,000. If a check is the bid security, bid must be tendered in writing and in person, accompanied by the cashier check.

Bidders are responsible for all costs and coordination of their work wherever it is shown within the entire project manual and all project bid documents.

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

END OF SECTION

Section 00 2113 Instructions to Bidders

1. DELIVERY OF BIDS: Bids must be RECEIVED not later than 9:30 AM, LOCAL TIME, ON 6/9/2021, for all bid categories. Late bids will be returned unopened. See item BID PROPOSAL REQUIREMENTS below for details of bid preparation and delivery.
2. FORM OF BID: Use ONLY the Section 00 4100 Bid Proposal Form (the most current version) to submit a bid. Do not modify, alter, qualify, or attach stipulations to the Bid Proposal Form unless requested. The Owner and the Owner reserve the right to reject such bids as non-responsive.
3. BID DOCUMENTS: Bid documents for this project are available at the following link: <https://www.dexterschools.org/page.cfm?p=545>.
4. ADDENDA: Prior to the receipt of bids, addenda will be posted to the link above. No addendum will be issued later than three (3) days prior to the date for receipt of bids except an addendum, if necessary, postponing the date for receipt of bids or withdrawing the request for bids. Each bidder shall ascertain, prior to submitting a bid, that he/she has reviewed all addenda issued and shall acknowledge such on the Bid Proposal Form.
5. PRE-BID AND SITE INSPECTION MEETING: Prior to bidding, a project inspection and pre-bid meeting will be held for the purpose of review and clarification of the contract documents, to allow the Contractor to confirm his estimates and quantity surveys, and to allow the Contractors the opportunity to familiarize themselves with the project site. Project documents will be reviewed and questions will be answered. The minutes and attendance list from this meeting will be included in an addendum.
 - A. This meeting is optional for this bid package.
 - B. Date & Time: June 1, 2021 at 1:00:00 PM
 - C. Location: Mill Creek Middle School Loading Dock
 - D. Due to school district security concerns, bidders should not go to the site at other times without prior arrangement with Dexter Community Schools.
6. PERFORMANCE AND LABOR AND MATERIAL BONDS: Bonds required for this project.
7. BIDDERS EXAMINATION OF PREMISES AND THE CONTRACT DOCUMENTS:
 - A. Inspection of the work areas is required prior to bidding; it must not interfere with the Owner's ongoing activities. If Contractor is unable to attend the pre-bid meeting please contact Jennifer Mattison, Food & Nutrition Director, at mattisonj@dexterschools.org or 734-424-4186 to schedule a time.
 - B. Each Bidder shall visit the site(s) to become familiar with local conditions affecting the job. Each Bidder shall take their own measurements and be responsible for the correctness of those measurements. Each Bidder shall be held to have made such examinations and no allowances will be made in their behalf by reason of error or omission on their part. If any portion of the Bidder's work depends, for proper results, upon existing conditions, the Bidder shall notify the owner of any conditions or defects that will affect the results. Failure to so notify will constitute the Bidder's acceptance of the conditions.
 - C. Each Bidder shall examine the bidding documents carefully. In the event that the documents require interpretation or correction of any inconsistency, ambiguity, or error, the Bidder will notify the Owner in writing at least seven (7) days prior to the bid due date for clarification by written addenda. If such interpretation is not requested, the bid will be presumed to be based on the interpretation and instructions given by the Owner after the Contractor Agreement is executed, and in accordance with the terms of that Agreement. Only a written interpretation or correction prior to the bid due date will be binding. The Owner will not be responsible for any verbal explanations or interpretations of the Contract Documents.
 - D. Plans, diagrams and other descriptive information that depict existing conditions are provided for scope identification and scheduling purposes only, dimensions should not be scaled. Quantities, elevations, measurements and locations shown may have been approximated and/or gathered from dated, incomplete original construction documents. **Therefore, this data should not be used for bidding purposes without field verification by the bidder.**

- E. The Contract Documents are intended to provide sufficient information and intent for the Bidder to assume responsibility for all Work and Materials necessary for proper completion of the Work. The Bidder's own site inspection or contract document review of the work areas shall be relied upon to provide the bidder all other information they may require to properly execute and complete the Work. If inspection presents any unanswered questions, they must be submitted in writing to the Owner as described above.
 - F. Failure to request any required written clarification by addenda and submission of a Bid Proposal shall constitute acceptance of all contract document terms and conditions.
 - G. Each bidder, by submitting a bid, represents that the bidder has read and understands the bidding documents, has satisfied their self as to the extent of the proposed work by personal examination of the site and surroundings, is familiar with the local conditions and weather extremes under which the work is to be performed and has made their own estimate there from of the equipment, labor, facilities and difficulties attending the performance and completion of the work.
8. BID SECURITY
- A. Bid security will be required for all proposals.
 - 1) All proposals over \$50,000 shall be accompanied by a satisfactory bid bond executed by the bidder and an approved security company in an amount of not less than five percent (5%) of the final base bid sum.
 - 2) For bids less than \$50,000 a certified check in the amount of 5% of the bid will be allowed as a bid security.
 - B. The amount of the bid bond shall be forfeited to the Owner upon failure of the successful bidder to enter into a contract within fifteen (15) days after acceptance of the proposal.
 - C. The providing of security hereunder shall entitle the Owner to recover the full amount of the difference between the bid submitted and the amount for which the Owner ultimately contracts for the work, but not more than the 5% bid bond.
 - D. Bid security signed by attorney-in-fact must be accompanied by a certified and effectively dated copy of their power of attorney.
 - E. The bid security shall be made out to Dexter Community Schools.
9. BID PROPOSAL REQUIREMENTS:
- A. The bidder shall assume full responsibility for timely delivery of bid to the location designated.
 - B. DELIVERY OF BIDS: Bids must be **RECEIVED** prior to **9:30 AM**, local time, on June 9, 2021. Late bids will be considered non-responsive. See item Bid Proposal Requirements below for details of bid preparation and delivery.
 - C. E-mail bids to: mattisonj@dexterschools.org.
 - D. Use Subject Line: "Bid Enclosed for Mill Creek Walk-In Evaporator and Condenser Replacements".
 - E. For bidders unable to submit their bid electronically
 - 1) Bids shall be submitted in a sealed envelope. Identify the envelope with:
 - 2) Mill Creek Walk-In Evaporator and Condenser Replacements
 - 3) Name and address of bidder
 - 4) Notation "BID ENCLOSED"
 - 5) Bids, accompanied by performance and payment bonds, shall be delivered by the same due date and time to:

Dexter Community Schools
ATTN: Jennifer Mattison, Food & Nutrition Director
2704 Baker Road
Dexter, MI 48130
 - F. A bid is invalid if it has not been received prior to the time and date for receipt of bids indicated or prior to any extension thereof issued by addendum to the bidders. Bids received after the time and date for receipt of bids will be considered non-responsive.

- G. No responsibility shall attach to the Owner for the premature opening of any proposal that is not properly addressed, delivered and identified.
- H. Each bidder shall ascertain, prior to submitting a bid, that he/she has reviewed all addenda issued and shall acknowledge such on the Bid Proposal Form.
- I. All bids must be signed by an individual or official authorized to bind the entity.
- J. Negligence in preparation, improper preparation, errors in and/or omissions from the bid shall not relieve the bidder from fulfillment of any and all applicable obligations and requirements of the Contract documents.

10. BID READING

- A. Bids will be read publicly at 10:00 AM on June 9, 2021 at Bates School Conference Room, 2704 Baker Rd. Dexter, MI 48130.

11. CONSIDERATION OF BIDS

- A. The bidder acknowledges the right of the Owner to reject any or all bids and to waive any informality or irregularity in any bid received. In addition, the bidder recognizes the right of the Owner to reject a bid:
 - 1) If the bidder fails to furnish any required bid security, or fails to submit the data required by the bidding documents; or
 - 2) If the bid is in any way incomplete or irregular; or
 - 3) If the bidder's performance as a contractor was unsatisfactory under a prior contract for the construction, repair, modification, or demolition of a facility with the Owner; or
 - 4) For known poor performance by the bidder in any other Michigan public school district; or
 - 5) Inadequate financial condition.
- B. It is the intent of the Owner to award a Contract to the lowest, qualified, responsive bidder demonstrating a complete scope of work, provided the bid has been submitted in accordance with the requirements of the bidding documents and does not exceed the funds available.

12. POST-BID MEETING:

- A. After the Bids are received, tabulated, and evaluated, the apparent low bidders shall meet with the Owner at a post-bid meeting. The post-bid (aka pre-award) meeting will be conducted with the apparent successful bidder to review specification compliance, scope of work, schedule and Contractor capabilities.
 - 1) This meeting may be waived at the discretion of the Owner.
 - 2) The pre-award meeting notes will become a part of the contract documents executed resulting from this meeting.
- B. The Bidder will provide the following information at the post-bid meeting:
 - 1) Designation of the work to be performed by the Bidder with his own forces including manpower for the Contractor and that of their subcontractors. The Owner reserves the right to disqualify bids wherein the bidder plans to provide less than 30% of the work of the project with their own forces.
 - 2) Detailed cost breakdown of the bid including labor, equipment, material unit prices and subcontract amounts.
 - 3) A list of Contractors, subcontractors, suppliers and the proprietary names of principal items or systems of materials, and equipment proposed for the work.
 - 4) The names and backgrounds of the Contractor's key staff members including supervisor and assistants and establish the reliability and responsibility of the persons or entities proposed to furnish and perform the work described in the Bidding Documents.
 - 5) Commitment to construction schedules, identification of items requiring long lead deliveries and manpower information in accordance with Section 01 3210 Project Schedule.
- C. Prior to award of a contract, the Owner will notify the Bidder if the Owner, after due investigation, has reasonable objection to any proposed person or entity. If the Owner has reasonable objection to any proposed person or entity, the Bidder may submit an acceptable substitute person or entity with an adjustment in his bid price to cover the difference in cost occasioned by such substitution. The Owner may, at his discretion, accept the adjusted bid price or he may disqualify the Bidder. In

the event of either withdrawal or disqualification under the terms of this subparagraph, bid security will not be forfeited, notwithstanding the provision of the Bid Security item above in this Section.

- D. The Bidder will be required to establish to the satisfaction of the Owner, the reliability and responsibility of the proposed on-site supervisors, assistants, subcontractors, contractors and/or entities proposed to furnish and perform the work.

END OF SECTION

Section 00 2410 Work Required for All Bid Categories

1. Bidders of all Work Categories shall include all Work, compliance and costs for compliance with the appendices, the bidding requirements, General Conditions, general requirements, drawings and technical specifications, including all addenda. All bid categories are bound by the instructions in this Section 00 2410 Work Required for All Bid Categories. They shall include within their bids this work as well as all bid/contracting requirements, and the specification sections as listed within the specific Bid Category Scopes, and the clarifications to scope which follow in each bid category. Particular emphasis is placed on the following requirements, which are stated below for emphasis and clarity.
2. Definitions: In preparation of all proposals and their interpretation by the Owner, the following definitions shall be understood and shall be the source of factual intent in all scope of work descriptions:
 - A. **ADDENDUM:** An addendum is a written and/or graphic instrument issued by the Owner's Representative prior to award of Contract which modifies or interprets the Bidding Documents by additions, deletions, clarifications, or corrections. The Bidding Documents for the original Work shall govern the work therein described, unless modified by the Addendum. All costs or credits due to the Addendum shall be incorporated into the Bidder's Bid Proposal Form for Addenda issued prior to Owner's receipt of Bids and by letter on Bidder's letterhead modifying Bid Form amounts for Addenda issued after Owner's receipt of Bids: letter shall be signed by and as for the original Bid Form submission.
 - B. **ALTERNATE PRICE:** The term used in the Contract Documents means a variation to the Base Bid to cover a variation in the Contract requirements. If the Owner accepts the Alternate Price, the variation is then a part of the Contract and the quoted amount will be added or deducted from the Lump Sum Base Bid Price and will be used in determining or modifying the Contract Sum.
 - C. **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.
 - D. **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.
 - E. **BIDDER** is a person or legal entity who submits a Bid Proposal. After award of a contract, the Bidder will be known as Trade Contractor or Vendor. All Trade Contractors on this project are considered prime Trade Contractors. Vendors provide equipment shipped FOB site and technical support on site, but no installing labor. Subcontractors are firms which have agreements to provide services on behalf of Trade Contractors. The term Subcontractor(s) include firms who are subcontracted at any tier (sub-subcontractor, etc.). All subcontractors are to be bound within their respective agreements to higher tier firms, to all the requirements the prime level Trade Contractor has to the Owner.
 - F. **BID CATEGORIES** are units of work performed by a Trade Contractor (and their subcontractors of any tier) which form part of the total project. The term Bid Category should not be confused with the term Specification Technical Section. Technical Sections of the Specification establish quality and performance criteria, and the Bid Categories designate work scope and assignment. Technical Sections are listed within each Bid Category to identify, along with the scope narratives, the assignment of work.
 - G. **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.
 - H. **BULLETIN:** A written and/or graphic instrument issued by the Owner's Representative, after award of Contract, used to solicit a proposal for a change in the Work which may affect cost and/or time. The Contract Documents for the original Work shall govern the work described unless otherwise modified by the Bulletin. A Bulletin is not an order to do the work, but a request to submit a quotation.
 - I. **COMPLETE:** Where complete is used, it shall mean "complete with connections, supports, attachments, and incidental items necessary for a finished and properly operating assembly or installation."

- J. CONNECT: The term connect shall mean “to bring service(s) to point of installation and make final connections of the service(s) to the installed equipment and provide miscellaneous auxiliary appurtenances necessary to make operable for its intended use.”
 - K. CONTRACT DOCUMENTS consist of the Agreement, the Conditions of the Contract (General Conditions), all Division 00 Contracting Requirements, all Division 01 General Requirements, Drawings, Specifications, other documents listed in the Agreement, all Addenda issued prior to and all modifications issued after execution of the agreement.
 - L. CONSTRUCTION CHANGE DIRECTIVE (CCD): A directive to make changes in the work or duration of the work that is issued by the Owner. Contractual obligations upon the Trade Contractor are the same as those BEFORE a CCD is issued unless stated differently within the CCD. A CCD is an order to do the work.
 - M. OWNER SUPPLEMENTAL INSTRUCTION (OSI): A clarification or minor change the Owner may issue to clarify its intent in a given work area or work element, which upon receipt the Contractor is to implement as a part of its base bid with no added cost. If the Contractor disputes the OSI is a no cost element, they must request a CCD before proceeding with the work, or it will be presumed by both parties that the OSI is to be implemented without added cost.
 - N. FURNISH: To supply (only) to another party for their use of installation, including cost of delivery to jobsite and full coordination with the receiving party.
 - O. INSTALL: To unload, distribute, uncrate, assemble, and fix into the intended final positions. The installer to provide all miscellaneous hardware and supplies required to anchor and support securely, connect, clean-up, and legally dispose of rubbish.
 - P. PROVIDE: Shall be understood to mean furnish, install, protect, trim, cut and patch as required to put in place a complete operable and/or finished installation which is complete in every way intended in the contract documents, including all required expert labor, material, and equipment for said installation.
 - Q. TRADES: Use of titles such as "carpentry" is not intended to imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter". It also does not imply that requirements specified apply exclusively to tradespersons of the corresponding generic name.
 - R. TRADE SPECIALISTS: Certain Sections of the Specifications require that specific construction activities be performed by specialists who are recognized experts in the operations to be performed. The specialists must be engaged for those activities, and their assignments are requirements over which the Trade Contractor has no choice or option. Nevertheless, the ultimate responsibility for fulfilling Contract requirements remains with the Trade Contractor. This requirement shall not be interpreted to conflict with enforcement of building codes and similar regulations governing the Work. It is also not intended to interfere with local trade union jurisdictional settlements and similar conventions.
3. All Bidders of Any Category must include:
- A. WORKER & CREWING QUALIFICATIONS: Meet defined requirements for professional (“experienced”) installer. Provide journeyman workforce with apprenticeship or other demonstrable training program. Apprentices/helpers shall not exceed 25% of crewing. Provide at least 30% of the labor required with personnel in the employ of the Contractor. No subcontract may exceed 50% of the Contract without written approval of the Owner.
 - B. Supervision QUALIFICATIONS: Each bidder shall provide proposed competent supervision resume(s) and references from previous project experience if invited to a post-bid interview. If approved by the Owner, the supervisor shall remain assigned to the project for the entire project duration, unless the Owner requests his or her replacement in writing. The supervisor shall be on-site full-time whenever the Contractor has direct employees or subcontractors (of any tier) on-site. Supervisor must have minimum OSHA 30-hour training. Supervisor shall attend all job progress meetings and other required meetings and inspections as directed by the Owner.
 - C. REVIEW OF DOCUMENTS AND COORDINATION AMONG TRADES: Develop a complete understanding of other work categories and provide continuous coordination with interfacing trade

contract work of other categories. Bidders are responsible for reviewing all construction documents issued with this bid package including project manual specifications, civil, structural, architectural, food service, mechanical, electrical drawings, low voltage/data design information and all other work as shown.

- 1) Note that some sections of the technical specifications may include a paragraph titled "Related Sections". This paragraph is an aid to the Project Manual and is not intended to include all sections which may be related. It is each Contractor's obligation to investigate how related sections may affect their bid and proposed work, and to include costs for the applicable work in related sections and/or coordination with same in their bid proposal to coordinate all sections whether indicated under "Related Sections" or not.
 - 2) Estimating information and quantities indicated on the drawings are for convenience and reference only. Contractors will be held responsible for having provided their own quantity take-offs to determine actual quantities contained in the construction documents.
 - 3) Each Contractor shall include all required labor claimed by its respective trade, for installation of equipment furnished by another Contractor.
- D. TAXES, PERMITS, BONDS AND FEES: All applicable taxes (including Michigan sales tax), permits and fees required by any legal authority are to be included in the Base Bid(s). The cost of all bonds shall be included within the lump sum base bid.
- E. LAYOUT AND ENGINEERING: All layout, control points, and engineering required to execute the work of the category being bid and as defined in the specifications. Coordinate all layout with other trades.
- F. MEANS OF INSTALLATION: Provide all labor, tools, equipment, incidental hardware and materials required to receive, unload, store, protect and install all materials furnished by the bid category and materials furnished by other categories but required to be installed as a requirement of the category being bid.
- G. EXISTING CONDITIONS: Contractors are responsible to perform field investigation and review existing conditions and Owner as-built drawings prior to executing the work to ensure that existing conditions are well understood. Contractors shall provide within their bid proposals all costs for modification cut/patch, structural restoration and neat repair of finishes of existing conditions as required to implement the complete contract documents intent.
- H. HAZARD COMMUNICATION: Under no circumstances are Contractors to disturb Asbestos-Containing Materials (ACM) or any other hazardous materials without appropriate engineering controls. If the Contractor suspects that a material within the scope of this project is a hazardous material (including asbestos, lead, polychlorinated biphenyl, or other regulated building material) that has not already been identified and/or is in the scope of work to be abated, notify the Owner immediately.
- I. Due to the age of the existing building, and in the absence of empirical data from the available hazardous material survey, coated surfaces on adjacent existing buildings shall be assumed to contain lead-based paint. This includes but is not limited to any type of paint, primer, coating, lacquer, or varnish on any building component. Proper precautions must be taken to ensure that workers and building occupants are not exposed to airborne lead concentrations at or above the OSHA Action Level (AL) of 30 ug/m³.
- J. If work will be conducted on any previously coated surface of an existing building which may disturb the existing paint, the Contractor must submit to the Owner current proof of appropriate detailed written lead work plan in accordance with 29 CFR § 1926.62 (Michigan Part 603). This submittal will include proof of training, written respirator program, and negative exposure assessments from projects with similar conditions at a minimum. Contractors performing work in these buildings must follow the provisions of the University of Michigan AEC & OSEH Construction Safety Requirements (January 2010 – revised 5/1/10) and the division 13 specifications in this project manual. The MIOSHA Lead Standard (Part 603) can be viewed at: http://www.michigan.gov/documents/CIS_WSH_part603_35656_7.pdf
4. SAFETY COMPLIANCE: Bidders shall be aware that compliance with all Federal and State OSHA standards is mandatory. Refer to Section 01 3520 Safety Requirements for further information.

5. OWNER COORDINATION: All Contractors shall be aware of the Owner's on-going use of the facility and shall coordinate and schedule work accordingly with the Owner's designated coordinator. This work is intended to be conducted this summer when school is not in session and there are limited activities in the building due to the school shutdown.
 - A. Contractors will be expected to behave in an appropriate manner. Foul language and inappropriate clothing will not be tolerated.
 - B. Owner will authorize locations for tool, material, and equipment storage. Contractors will relocate stored materials, tools, and equipment as directed by Owner. Be prepared to move stored elements as directed by owner.
6. SCHEDULE: Work on this bid package must be performed according to the Milestone Schedule which is described in Section 01 3210 Project Schedule. Bidders shall be aware of delivery requirements to accommodate the completion schedule of this project and shall include all expediting, accelerated delivery, and overtime costs to allow for completion and turnover as shown in the milestone schedule.
7. WORKER IDENTIFICATION: All workers shall carry a State-issued picture identification card on their person at all times and present it to any Owner representative upon request.
8. NO SMOKING/NO TOBACCO RULE: Per State Law, NO smoking or other tobacco use will be allowed on the project site at any time. There are no exceptions to this rule. Any worker found using any form of tobacco may be permanently removed from the project at the sole discretion of the Owner.
9. DELIVERIES AND ON-SITE STORAGE: Since storage space on the project site is limited, Contractors must utilize "just-in-time" deliveries. Materials must be received in advance of the time that they will be needed on-site, stored off-site until such time as they are required, and delivered in a timely manner to facilitate work progress. Material, equipment, and tools may not be stored on-site in excess of ten (10) working days prior to installation or use.
10. PROTECTION OF EXISTING BUILDING & FINISH CONDITIONS: All Contractors are to protect new or existing flooring and other finishes while working, operating lifts, and moving items on rolling scaffold or carts by using plywood or Masonite panels or other appropriate protection for the loads imposed. Contractors are responsible to clean tires from lifts and carts and remove any lodged objects that could cause damage and to restore any consequential damage that does occur. Protect structure from overloading by analyzing live and static lift loads and provide any protection or shoring required to protect existing structure. Each Contractor working in a finished space is responsible for protecting the area surrounding their work. If any finish (floors, walls, carpet, furniture or seating) needs to be cleaned, replaced, or repaired, the responsible Contractor will pay for any costs incurred. If any furniture fixtures or equipment needs to be moved, each Contractor requiring same shall take a picture or prepare a sketch of in place conditions and locations and shall re-install FF&E in its original location after its work is complete during the summer. During school days this shall be required daily. Further, each Contractor working off shift or on weekends in a finished or occupied space shall clean it completely at the end of each shift so that the space is ready for use the following day for Owner usage.
11. HOISTING & RIGGING: Provide any personnel lifts or hoisting and rigging necessary to complete work of your bid category. No hoisting or rigging will be provided by the Owner. Do NOT ask to use the Owner's equipment, ladders or tools. Any hoisting equipment must be approved by the Owner and may not overload existing structure. Protect all finishes. Hoisting must comply with safety requirements and be planned carefully with a written site-specific job safety task analysis, which has been submitted to the CM for review and comment before the work is undertaken.
12. WASTE RECYCLING: Dumpsters will NOT be furnished by the Owner. Each Contractor will coordinate with and participate in a waste recycling program. See Section 01 7001 Execution Requirements for more details. Dumpsters for construction debris and unidentifiable waste for the new work will be furnished by the Contractor. Every subcontractor shall pick up and remove all trash and debris caused by their operations EVERY DAY and place it into dumpsters or haul it off-site.
13. UTILITY SHUTDOWNS: Three (3) day minimum notice to Owner's personnel for any utility shutdowns. Schedule any required utility shut downs so as to minimize the impact to the Owner's use of its building. All shutdowns should be planned and scheduled with Owner.

14. CONTINUOUS AND FINAL CLEAN-UP: Provide continuous trash removal and clean-up per Section 01 7001 Execution Requirements. All Contractors to provide final cleaning of material and equipment provided under their bid category immediately prior to Owner occupancy. All adjacent surfaces shall also be wiped clean and restored to the same condition or better than existed before the work was undertaken.
15. LOGISTICS: Note that these plans may be changed if in the sole opinion of the Owner it serves the best interest of the project to do so. Notice will be provided.
16. LOGISTICS: Before work begins, Contractor shall understand where work areas exist, access, deliveries, load-in, load-out, clean up, and parking are permitted. These plans will be followed by all trades and workers. As the work evolves, these plans may be changed if, in the sole opinion of the Owner, it serves the best interest of the project to do so. Notice will be provided of any change to the plans.

END OF SECTION

Section 00 2413 Scopes of Work for Bid Categories

Bid Category: Mill Creek Middle School Kitchen Walk-In Evaporator and Condenser Replacements

A. WORK INCLUDES

Except for those items (if any) specifically noted to be excluded as defined below, the work of this bid category shall include all of the work and contract requirements according to Divisions 00 and 01 complete, including all bid requirements, Contract Documents; General and Supplemental Conditions, and General Requirements. Should any conflict exist between this written scope of work and the scope of work inferred by the Division 1 General Requirements or the technical specifications listed below, the work required by this bid category description shall govern.

A. CLARIFICATIONS

1. Base bid shall be complete replacement of the existing four(4) condensers and evaporators for two(2) walk-in refrigerators and two(2) walk-in freezers with a current model that is equitable to the existing equipment. Assume all required work is to be undertaken by this contract; i.e., include all required professional design and subcontractor work. Replace any portion of existing components if it shows evidence of deterioration. Provide any required roof patching.
2. A crane may be required for replacement of roof-top units.
3. Work must be completed in two segments; 1 walk-in refrigerator/freezer set at a time. F&N staff must have access to at least one fully functional walk-in refrigerator/freezer set at all times.
4. Submit with bid an affidavit that your firm has inspected existing facility and equipment to assure complete understanding of existing conditions before submitting proposal.
5. Submit with bid, date by which your work will be done, fully started-up, and commissioned by your firm, ready for inspection of a District engineering representative, who shall review your start-up and commissioning records.
6. Provide all permits and inspections required by State. Include within your proposal all system components that the current code and or State inspector will require for permit and onsite inspection approval.
7. Provide legal disposal of all removed equipment.
8. Provide all normal power and low voltage power electrical and controls work.
9. Provide two (2) year warranty for all work.
10. Provide all documentation for the new equipment, operation and maintenance instructions, as-built drawings both hard copy and PDF format electronic files.

B. EXCLUDED

1. None.

C. UNIT PRICES

1. None.

D. ALLOWANCES

1. None.

E. ALTERNATES

1. None.

End of Bid Category

END OF SECTION

Section 00 4100 Bid Proposal Form

This form must have original signatures and Notary endorsement
Do not modify, alter, qualify, or attach stipulations

DATE: _____

BID CATEGORY & DESCRIPTION:

COMPANY NAME: _____

LEGAL ADDRESS: _____
_____ ZIP CODE _____

DELIVERY ADDRESS (IF DIFFERENT FROM ABOVE) _____
_____ ZIP CODE _____

TELEPHONE:

CONTACT NAME:

E-MAIL ADDRESS:

PROJECT: **Dexter Community Schools
Mill Creek Middle School Kitchen Walk-In Evaporator and Condenser
Replacements**

RECEIPT OF BIDS: prior to **9:30 AM**, local time, **June 9, 2021**

ADDRESSED TO: mattisonj@dexterschools.org
**Attn: Jennifer Mattison
Dexter Community Schools
2704 Baker Road
Dexter, MI 48130**

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

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

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

The bidder agrees to perform all work for bid category(ies) as described in the contract documents, for the base bid(s) stated below. Bidders are required to bid the entire scope of work for each bid category they bid.

The undersigned Bidder, having carefully examined and thoroughly perused specifications for the above named project; and become fully familiar with all conditions affecting the work required by those specifications, dated 7/24/2020 hereby proposes to provide all materials, labor, services, etc., required thereby for the base bid sum of:

BASE BID: This bid covers all expenses incurred in the performing all the work required.

Bid Category: MILL CREEK MIDDLE SCHOOL KITCHEN WALK-IN EVAPORATOR AND
CONDENSER REPLACEMENTS

TOTAL BASE BID (In Figures): \$ _____

TOTAL BASE BID (In Words): _____

PERFORMANCE & PAYMENT BONDS: The cost of all bonds shall be included within the lump sum base bid.

LABOR RATES: The following labor rates are required to be offered by all Bidders. The Bidder agrees that the following amounts will be used in determining contract changes from the base bid for authorized changes in the scope of work. Labor rates SHALL NOT include Bidder's mark-up for overhead and profit. Appropriate back-up of labor rates will be required at the post-bid meeting to confirm accuracy of labor rates. Submitted labor rates will be compared with industry-accepted rates.

List all job classifications for all trades planned for work.

JOB TITLE	FOREMAN		JOURNEYMAN	
	TIME	TIME & ½	TIME	TIME & ½
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$

AFFIDAVIT: Affirming that your firm has inspected existing facility and equipment and has a complete understanding of existing conditions.

TAXES, PERMITS, BONDS AND FEES: The bid amount must include all applicable taxes, permits, bonds and fees, required by all legal authorities at the location of the Work.

EMR DISCLOSURE: Provide the current EMR for your company. . Note the Owner may not elect to offer a contract to firm's having an EMR > 1.0, depending upon its understanding of the cause of and rating > 1.0.

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

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

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

AGREEMENT: Undersigned agree(s) to execute an agreement for work covered by this proposal on the form included in of these bid documents, and in accordance with the Contract Documents, provided the Bidder be notified of proposal's acceptance within ninety (90) days after due date of opening. Undersigned further agrees that this proposal shall remain open during such ninety (90) day period. Signature below serves as acknowledgment that Bidder understands Bid Documents and Appendices, and Bidder assumes full responsibility for the cost impact of same. Undersigned also acknowledges that Owner reserves right to accept or reject any and all bids with or without cause, and/or to waive informalities in bidding.

BID ATTESTATION: The Bidder, having examined the Bidding Documents and all other related documents and being familiar with the site of the proposed work including the availability of materials and labor and weather conditions hereby proposes to furnish all labor, materials, tools, equipment, machinery, equipment rental, transportation, superintendence, all services, and to perform all work in the category(ies) bid for construction of the Dexter Community Schools Bid Package Mill Creek Middle School Kitchen Walk-In Evaporator and Condenser Replacements, for the amount stated above.

All applicable taxes, permits, fees, and bond costs are included in the Base Bid.

DISCLOSURE AFFIDAVIT FOR COMPETITIVE BIDS

The Owner will not consider a bid that does not include this disclosure statement.

DISCLOSURE OF IRAN LINKED BUSINESS

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

DISCLOSURE OF FAMILIAL RELATIONSHIPS FOR COMPETITIVE BIDS

Disclose any familial relationship that exists between the owner or any employee of the bidder and any member of the Dexter Community Schools Board of Education or Superintendent. (MCL 380.1267)

___ THERE IS NO FAMILIAL RELATIONSHIP.

___ THE FOLLOWING FAMILIAL RELATIONSHIP exists:

Attach additional pages, if necessary, to disclose familial relationship(s).

FIRM NAME _____

NAME (Printed) _____

TITLE _____ DATE _____

I, _____, having been duly sworn on oath, say that
[printed name of affiant]

I am the above-named, that I have personally prepared the foregoing affidavit, and that the same is true to the best of my knowledge and belief.

[signature of affiant]

Subscribed and sworn to before me, this _____ day of _____, 2020.

[signature of Notary]

,

, Notary Public

[printed/typed name of Notary]

My commission expires: _____.

END OF BID FORM

Section 00 7316 Insurance Requirements

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

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2. All liability insurance policies shall name Dexter Community Schools as an additional insured party and shall be non-contributory and primary coverage for the additional insureds.
3. G17957B is not acceptable.
4. The form used for additional insured coverage shall be on form CG 2010, 1985 edition, or equivalent, and shall not exclude products/completed operations hazard coverage.
5. The completed operations coverage shall be kept in effect for three (2) years following completion of the Subcontractor's work.
6. Notice of Change is required a minimum of thirty (30) days prior and must be listed on the Certificate of Insurance.

END OF SECTION

Section 01 3210 Project Schedule

1. SECTION INCLUDES

- A. Definitions
- B. Milestone Schedule

2. DEFINITIONS

- A. Milestone Schedule: This schedule is prepared by the Owner and is included as part of the base bid contract. It will include start and completion dates, as well as any interim dates important to the Owner, such as partial turnovers, etc. It will also include internal milestones, which will be the basis for other Subcontractor's to start their work.

3. MILESTONE SCHEDULE

- A. This schedule will be the basis for the working Construction Schedule. Contractors will review and include provision for completion of all work within the stated timeline. The schedule follows immediately after this page.
- B. All work areas must be available for occupancy no later than those dates shown for each area.
- C. Completion of the Work will be defined as substantial completion per the General Conditions of the contract.

MILESTONE	DATE/S	TIME
Bid Documents Available	May 25, 2021	4:00 PM
Pre-bid Meeting	June 1, 2021	1:00 PM
Pre-bid Questions Deadline	June 3, 2021	12:00 noon
Bids Due	June 9, 2021	9:30 AM
Contract Award	June 10, 2021	2:00 PM
Construction/Project Work	July 12-July 30, 2021 (may be changed due to material availability)	
Punchlist Review and Completion	August 2, 2021 (may be changed due to material availability)	

END OF SECTION

Section 01 3520 Safety Requirements

1. The safety requirements herein do not, in any way, relieve the Contractor or their employees, agents, or subcontractors of any safety responsibility. It does not relieve the Contractor of liability for negligence which would apply in the absence of this material. The Contractor shall assure compliance of their subcontractors or agents to site, Federal, State and Local regulations. A Contractor shall at all times use good judgment and discretion about safety.
2. Under no circumstances are Bidders to disturb Asbestos Containing Materials (ACM) or other hazardous materials without appropriate engineering controls. The Owner's Hazard Communication Program and MSDS sheets appropriate to the facility are available at the site.
3. The requirements of the Michigan Occupational Safety and Health Act (MIOSHA) absolutely will be adhered to or the Contractor will furnish the Owner with a written variance from the MIOSHA authority.
4. All materials, procedures, installations, etc., shall be in full compliance with requirements of the Rules for Construction Safety issued pursuant to the Michigan Occupational Safety and Health Act (MIOSHA).
5. CONTRACTOR REQUIREMENTS: "Each Contractor shall ..."
 - A. Promote safe working performance on the part of their employees. Each Contractor will conduct safety programs tailored to their own particular needs.
 - B. Be responsible for recording and reporting injuries and illnesses in accordance with OSHA rules and regulations.
 - C. Notify the Owner and MIOSHA immediately of an accident.
 - D. Immediately report any property loss accidents to the Owner.
 - E. In the event of an on-site emergency, immediately account for all employees and report to the Owner.
 - F. Submit a written investigative report to the Owner within 24 hours following an accident which results in employee fatality or injuries requiring hospitalization.
 - G. Provide adequate first aid equipment, supplies and facilities for their personnel.
6. Accident Reporting
 - A. Notify the Owner immediately of an accident.
 - B. Immediately report any property loss accidents to the Owner.
 - C. In the event of an on-site emergency, immediately account for all employees and report to the Owner.
 - D. Submit a written investigative report to the Owner within 24 hours following an accident, which results in employee fatality or injuries requiring hospitalization.
7. School Safety Initiative Requirements
 - A. Unoccupied Buildings: The parties acknowledge the existence of the laws commonly known as the "School Safety Initiative Legislation." While the parties do not believe that the School Safety Initiative Legislation is applicable to this Agreement, Owner reserves the right to determine at a later date that the School Safety Initiative Legislation is applicable or could be applicable to this Agreement. In the event Owner so determines, Owner reserves the right to impose such requirements on Contractor as may be necessary to ensure compliance with the School Safety Initiative Legislation. Such requirements may include, but are not limited to: (1) requiring Contractor to provide Owner with the fingerprints of all individuals assigned to the project under this Agreement, (2) not assigning any individual to work on the project under this Agreement until the individual's criminal history check and criminal records check has been obtained by Owner, (3) not assigning any individual to work on the project under this Agreement if the reports on such individual's criminal history check or criminal records check disclose that the individual has been convicted of a "listed offense", as that term is defined in Section 2 of the Sex Offenders Registration Act, and (4) not assigning any individual to work on the project under this Agreement if the reports on such individual's criminal history check or criminal records check disclose that the individual has

been convicted of a felony other than a “listed offense”, unless the Superintendent and the Board of Education of Owner each specifically approve of the work assignment in writing.

- B. Occupied Buildings: The parties acknowledge that the laws commonly known as the “School Safety Initiative Legislation” may be deemed to apply to this Agreement. Pending clarification of their applicability, Owner intends to comply with the provisions of the School Safety Initiative Legislation as they pertain to this Agreement and reserves the right to impose such requirements on Contractor as may be necessary to ensure such compliance. Without limiting the generality of the foregoing, Contractor agrees as follows:
- 1) Contractor shall not employ an individual required to be registered under Article 2 of MCLA 28.721 et seq., as amended (the “Sex Offenders Registration Act”) who will be assigned or permitted to work within a Student Safety Zone, as that term is defined in the Sex Offenders Registration Act.
 - 2) As used in this Section, “Personnel” means any individuals assigned or employed by Contractor or any subcontractor, consultant, supplier or other party working directly or indirectly under Contractor with respect to the Project, who is or will be assigned or allowed to work in any of Owner’s schools.
 - 3) Within ten (10) days after the execution of this Agreement Contractor shall provide to Owner, in writing, the names and fingerprints of all Personnel. The fingerprints shall be separated by names, shall be taken by an authorized law enforcement agency and otherwise shall be acceptable to Owner. Upon receipt of such information, Owner may request from the Criminal Records Division of the Michigan State Police: (i) a criminal history check, and (ii) a criminal records check through the Federal Bureau of Investigation on each of the Personnel and receive from the Michigan State Police reports concerning the same. Contractor shall reimburse Owner for the cost of each criminal history check and criminal records check performed relative to the Personnel, and Contractor shall be responsible for the cost of providing the fingerprints of the Personnel. Unless otherwise indicated in writing by Owner, no Personnel shall be allowed to work in any of Owner’s schools until Owner has received from the Michigan State Police the criminal history check and the criminal records check for the individual and has confirmed that the applicable individual is not debarred from working in the school.
 - 4) If Contractor wishes to add any individuals as Personnel (i.e., assign them to work or permit them to work in any of Owner’s schools) after the date of this Agreement, it must provide the information set forth in subsection (c), and the procedures set forth therein shall apply. Unless otherwise indicated in writing by Owner, no Personnel shall be allowed to work in any of Owner’s schools until Owner has received from the Michigan State Police the criminal history check and the criminal records check for the individual and has confirmed that the applicable individual is not debarred from working at the school.
 - 5) Contractor shall not assign any individual to work in any of Owner’s schools, or otherwise allow any individual to work in any of Owner’s schools, if such individual’s criminal history check or criminal records check discloses (or a proper check would disclose) that the individual has been convicted of a “listed offense”, as that term is defined in Section 2 of the Sex Offenders Registration Act.
 - 6) Contractor shall not assign any individual to work in any of Owner’s schools, or otherwise allow any individual to work in any of Owner’s schools, if the reports on such individual’s criminal history check or criminal records check discloses (or a proper check would disclose) that the individual has been convicted of a felony other than “listed offense”, unless the Superintendent and the Board of Education of Owner each specifically approve of the work assignment in writing.
 - 7) Owner reserves the right to refuse Contractor’s assignment of any individual, agent or employee of Contractor (or any subcontractor, consultant, supplier or other party working directly or indirectly below Contractor) to render services under this Agreement in any of the Owner’s schools where the criminal history of that individual (including any pending charges) indicates, in Owner’s sole judgment, unfitness to perform services under this Agreement.
 - 8) Violation of any provision of this Section by Contractor shall be a basis for, among other remedies, immediate termination of this Agreement. Furthermore, Contractor hereby agrees to indemnify and hold harmless Owner and its Board, Superintendent, employees, administrators, agents and consultants from and against any claims, causes of action, judgments, losses, liabilities, damages (including incidental and consequential damages) or expenses, including

attorney fees, arising out of or resulting from a breach by Contractor of any provision of this Section or a failure of Contractor or its subcontractors, consultants, suppliers or other persons working directly or indirectly under Contractor to comply with the School Safety Initiative Legislation, including but not limited to MCL 380.1230, 380.1230a, 380.1230c, 380.1230d and 380.1230g.

END OF SECTION

Section 01 4001 Quality Requirements

1. SECTION INCLUDES
 - A. Quality Assurance and Control of Installation
 - B. Dimensional Responsibility
 - C. References
2. QUALITY ASSURANCE/CONTROL OF INSTALLATION
 - A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce work of specified quality.
 - B. Comply fully with manufacturers' instructions, including each step in sequence. Perform all steps required by manufacturer to properly install the Work regardless of whether every step is called out in this specification.
 - C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Owner before proceeding.
 - D. Comply with specified standards as a minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
 - E. Perform work by persons qualified to produce workmanship of specified quality. Contractors who utilize unskilled workers to perform skilled trades work will be required to bear the burden of proof and certify in writing that the quality of the work in place, exceeds or equals the specified minimum standard.
 - F. Secure Products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion or disfigurement.
 - G. Whenever a Contractor intends to depart from normal work hours, he shall notify the Owner at least 24 hours in advance for approval. Failure of the Contractor to give such timely notice may be cause for the Owner to require the removal or uncovering of the Work performed during such time without the knowledge of the Owner. Special arrangements can be made for emergency work or shutdowns as may be required.
 - H. Upon completion of inspection, testing, sample-taking, and similar services performed on work, repair damaged work and restore substrates and finishes to eliminate deficiencies, including defects in visual qualities of exposed finishes. Except as otherwise indicated, comply with requirements of Contract Documents for "Cutting and Patching." Protect work exposed by or for service activities and protect repaired work.
3. DIMENSIONAL RESPONSIBILITY
 - A. Thoroughly examine existing conditions and be familiar with work to be performed as hereinafter specified and as shown on drawings (if supplied).
 - B. Before performing work or ordering materials, verify relevant dimensions of existing and new work and be responsible for their occurrence. Any differences found shall be reported to Owner for consideration before proceeding with work. If Contractor inadvertently or knowingly, proceeds with his work on dimensionally inaccurate work of another, he will be liable for cost of all corrections to his work when error is corrected.
4. REFERENCES
 - A. Conform to reference standard by date of issue current on date of Contract Documents.
 - B. Should specified reference standards conflict with Contract Documents, request clarification from Owner before proceeding.
 - C. The contractual relationship of the parties to the Contract Agreement shall not be altered from the

END OF SECTION

Section 01 6001 Product Requirements

1. SECTION INCLUDES
 - A. Related Sections
 - B. Products
 - C. Transportation and Handling
 - D. Storage and Protection
 - E. Product Options
 - F. Substitutions
2. RELATED SECTIONS
 - A. Section 00 2113 Instructions to Bidders
 - B. Section 01 4001 Quality Requirements
3. PRODUCTS
 - A. Products: Means new material, machinery, components, equipment, fixtures, and systems forming the Work. Does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work. Products may also include existing materials or components required for reuse.
 - B. Do not use materials and equipment removed from existing premises, except as specifically permitted by the Contract Documents.
 - C. Provide interchangeable components of the same manufacturer, for similar components.
4. TRANSPORTATION AND HANDLING
 - A. Transport and handle products in accordance with manufacturer's instructions.
 - B. Promptly inspect shipments to assure that products comply with requirements, quantities are correct, and products are undamaged.
 - C. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.
5. STORAGE AND PROTECTION
 - A. Store and protect products in accordance with manufacturer's instructions, with seals and labels intact and legible. Store sensitive products in weather-tight, climate controlled enclosures.
 - B. Provide off-site storage and protection when site does not permit on-site storage or protection.
 - C. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to avoid condensation.
 - D. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
 - E. Arrange storage of products to permit access for inspection. Periodically inspect to assure products are undamaged and are maintained under specified conditions.
6. PRODUCT OPTIONS
 - A. Product selection is governed by the Contract Documents and governing regulations, not by previous Project experience. Procedures governing product selection include the following:
 - B. Proprietary Specification Requirements: Where only a single product or manufacturer is named, provide the product indicated.
 - C. Semi-proprietary Specification Requirements: Where two or more products or manufacturers are named, provide one of the products or manufacturers indicated. Where one product and manufacturer is named and other manufacturers are listed, the other manufacturer's equivalent

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

- D. Non-Proprietary Specifications: When the Specifications list products or manufacturers that are available and may be incorporated in the Work, but do not restrict the Contractor to use of these products or manufacturers only, the Contractor may propose any available product that complies with contract requirements. Comply with Contract Document provisions concerning "substitutions" to obtain approval for use of an unnamed product.
- E. Descriptive Specification Requirements: Where Specifications describe a product or assembly, listing exact characteristics required, with or without use of a brand or trade name, provide a product or assembly that provides the characteristics and otherwise complies with Contract requirements.
- F. Performance Specification Requirements:
 - 1) Where Specifications require compliance with performance requirements, provide products that comply with the requirements, and are recommended by the manufacturer for the application indicated. General overall performance of a product is implied where the product is specified for a specific application.
 - 2) Manufacturer's recommendations may be contained in published product literature, or by the manufacturer's certification of performance.
- G. Compliance with Standards, Codes and Regulations: Where the Specifications only require compliance with an imposed code, standard or regulation, select a product that complies with the standards, codes or regulations specified.
- H. Visual Matching: Where Specifications require matching an established Sample, the Owner's Representative decision will be final on whether a proposed product matches satisfactorily.
- I. Visual Selection: Where specified product requirements include the phrase ". . . as selected from manufacturer's standard colors, patterns, textures..." or a similar phrase, select a product and manufacturer that complies with other specified requirements. The Owner's Representative will select the color, pattern and texture from the product line selected.

END OF SECTION

Section 01 7001 Execution Requirements

1. SECTION INCLUDES
 - A. Protection and Restoration
 - B. Construction Cleaning
 - C. Construction Waste Management
 - D. Punch List
2. PROTECTION & RESTORATION
 - A. This section includes, but is not necessarily limited to, responsibilities for the protection, restoration and notification requirements for surface and subsurface structures, underground facilities and surface improvements as indicated on the drawings, as specified herein and as necessary for the proper and complete performance of the work.
 - B. Contractor whose operations necessitate notifications, protection, or restoration shall be responsible for the work described in this section inclusive of all coordination and cost.
 - C. Related Sections: Documents affecting work of this section include, but are not necessarily limited to; General Conditions, Supplementary Conditions and sections in Division 1 of these specifications
 - D. Prior to start of construction responsible Contractor shall:
 - 1) Notify MISS DIG in advance when applicable.
 - 2) Arrange for the identification of the locations of existing underground facilities at or contiguous to the site.
 - E. Utility Interruptions:
 - 1) Every attempt will be made to avoid utility disruptions during F&N staff production time.
 - 2) For any period exceeding 1 hour: Provide 24 hour notice to the Owner of the time and duration of the anticipated shut off.
 - 3) Notify Fire Department in advance if water main or fire supply line shut off is required.
 - F. Be responsible for:
 - 1) Protection of structures and utilities at or contiguous to the site in accordance with the project General Conditions
 - 2) Cost of cleaning, repair, relocation, raising, lowering, or replacement of structures and utilities which interfere with new work or are damaged as a result of Contractor's operations.
 - 3) Temporary sheeting, bracing, poles, cables, sand fill or other means used to support a structure or utility exposed or endangered by Contractor's operations.
 - 4) Relocating, raising or lowering of a structure or utility for Contractor's convenience.
 - G. Relocation of poles and structures:
 - 1) Be responsible for temporary and permanent relocation of power, light, telephone and other service poles and appurtenant structures.
 - 2) Make necessary arrangements with the owner of the pole or structure and pay all costs involved.
 - H. Acceptable standards for restoration:
 - 1) Restore to the better of:
 - a) Original condition
 - b) Requirements of the Contract Documents
 - c) Current MDOT Standards
 - d) Property corners, Government survey corners, and plat monuments:
 - 2) Protect from damage or disturbance:
 - 3) Protect discovered points until Engineer or Owner has witnessed or otherwise referenced their locations.
 - 4) Replace if disturbed or removed as a result of construction:
 - a) Arrange for replacement by a Registered Land Surveyor

- b) Pay all costs
 - c) Driving surfaces and similar improvements:
 - d) Repair or replace damaged or removed surfaces as indicated on the drawings and specified herein.
- 5) Adjust to temporary or final grade all new and existing castings (water valve boxes, manholes, catch basins and similar structures) for all gravel, bituminous or concrete surfacing or resurfacing.
- a) Landscaping and miscellaneous improvements:
- 6) Protect from damage by construction operations. In event of damaged, replace any damaged items with one of equivalent type and size.
- 7) Includes, but is not limited to, topsoil, seeded areas, sodded areas, shrubs, trees, decorative plantings, fences, mailboxes, signs, guard posts and other similar items.

3. CONSTRUCTION CLEANING

- A. Recognizing that construction processes create large amounts of debris, waste material, dirt and other rubbish and that the accumulation of these products impedes works progress and are a safety hazard, an eyesore, and a violation of local regulations, the Contractor who bids and accepts a contract for any portion of the work, accepts the positive responsibility of keeping the work site clean as defined herein and agrees to comply with the spirit as well as the letter of this specification. If in the sole opinion of the Owner, the Contractor does not perform clean up satisfactorily, the Owner will order clean up to be done by another source and deduct cost thereof from moneys due to the Contractor.
- B. The owner's representative reserves the right to act on behalf of the Owner pertaining to the cleanup responsibility that is a part of the Contractor's Work.
- C. DAILY DEFINABLE CLEANING
- 1) The Contractor shall effectively confine dust, dirt, and noise to the actual construction area. As debris is created, it will be the responsibility of the Contractor to place his recyclables, rubbish and debris into dumpster type containers provided by the Contractor and approved by the Owner.
 - 2) On a daily basis, identifiable debris and waste or recyclable materials will be cleaned up by the Contractor.
 - 3) Cleaning Equipment (Brooms, Shovels, Barrels, etc.) and accessories (dust masks, etc.) will be the responsibility of the Contractor to provide for their clean up. Owner's equipment and supplies are not to be used by the contractor.
- D. HAZARDS CONTROL
- 1) Store volatile wastes and any other hazardous wastes in covered metal containers, and remove from premises and legally dispose of these wastes daily.
 - 2) Prevent accumulation of wastes which create hazardous conditions.
 - 3) Provide adequate ventilation during use of volatile or noxious substances.
- E. Conduct cleaning and disposal operation to comply with local ordinances and anti-pollution laws.
- 1) Do not burn or bury rubbish and waste materials on project site.
 - 2) Do not dispose of volatile wastes (mineral spirits, oil, or paint thinner) or any other hazardous materials in storm or sanitary drains or in any other illegal fashion.
 - 3) Do not dispose of any wastes into streams or waterways.
- F. Use only cleaning materials recommended by manufacturer of surface to be cleaned. The use of "Green Certified", nonpolluting, low V.O.C. cleaning materials is required.
- G. Use cleaning materials only on surfaces recommended by cleaning material manufacturer.
- H. The Contractor shall perform his respective final clean up and shall leave the construction area in a clean, neat condition, prior to final acceptance of their work. Scheduling of final cleaning will be at the direction of the Owner.
- I. The following are examples, but do not define limits, of cleaning levels required:
- 1) Remove labels which are not required as permanent labels. Clean all permanent labels.

- 2) Wipe surfaces of mechanical and electrical equipment, ductwork, piping and raceways clean, including elevator equipment and similar equipment; remove excess lubrication and other substances.
 - 3) Remove debris and surface dust from limited access spaces including roofs, plenums above ceilings, shafts, chases, trenches, equipment vaults, manholes, attics, and similar spaces.
 - 4) Clean concrete floors in non-occupied spaces fine-broom clean.
 - 5) Vacuum clean carpeted surfaces and similar soft surfaces. Vacuum, mop, damp wipe and clean all finished hard surfaces.
4. PUNCH LIST
- A. The Contractor shall prepare and keep his own room by room, item by item, detailed punch list on the job. This punch list is for use by his employees and subcontractors to facilitate completion of the Work. Contractor shall submit copy of punch list to the owner's representative within seven (7) days of request or substantial completion whichever is sooner and shall notify owner's representative upon completion of work.
 - B. The Contractor's inspection shall be as thorough as possible, in accordance with his desire to provide first class workmanship and maintain good reputation and shall include all Work under his Contract, including that of his subcontractors.
 - C. The Owner's representative shall observe the Work and prepare a Project Punch List for use by the Contractor and their subcontractors to expedite final completion of the Work.
 - D. The Contractor must accomplish his initial and subsequent Project Punch List corrective items within fourteen (14) calendar days of notification of such work. The Contractor shall notify the Owner's representative of his intended schedule to accomplish such Punch List items. If the Contractor, for any reason, does not expect to complete his work within this time frame, he shall notify the Owner, in writing, within seven (7) days. On such notification, the Contractor must explain his reasons for such delay. Lack of response by the Contractor in accomplishing such work will be cause for his work to be assigned to others and all costs expended shall be charged to the Contractor. In the interest of the Owner, and to accommodate other Contractors, the above procedure will be strictly enforced.

END OF SECTION

Section 01 7700 Closeout Procedures

1. This Section Includes:
 - A. Related Sections
 - B. Starting Systems
 - C. Operations and Maintenance Manuals
 - D. Owner Training and Demonstration
 - E. Guarantees & Warranties
 - F. Substantial Completion
 - G. Final Completion and Final Payment
2. Related Sections
 - A. Section 01 3210 Project Schedule
 - B. Section 01 7001 Execution Requirements
3. Starting Systems
 - A. Coordinate schedule for start-up of various equipment and systems.
 - B. Notify Owner one day prior to start-up of each item.
 - C. Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, or other conditions which may cause damage. Record evidence and data.
 - D. Verify that tests, meter readings, and specified electrical characteristics agree with those required by the equipment or system manufacturer. Record evidence and data.
 - E. Verify wiring and support components for equipment are complete and tested. Record evidence and data.
 - F. Execute start-up in accordance with manufacturer's instructions. Record evidence of full compliance with C, D, and E above, in a written start-up test report for each piece of equipment and for each system as a whole, within the O & M manual required in Section 01 7700 Closeout Procedures.
 - G. Employ, and pay for services of an independent firm to perform testing, adjusting and balancing, if applicable.
 - H. Adjust operating products and equipment to ensure smooth and unhindered operation, operating within tolerances/ranges and in full compliance with manufacturers printed operating instructions.
 - I. Provide manufacturers' printed instructions for start-up, adjusting, include description of equipment, method of operation and control including motors, pump units, signals, and special or non-standard features provided.
 - J. Provide schematic diagrams covering electrical equipment installed, including changes made in final work, with symbols listed corresponding to identity of markings on equipment.
 - K. Compile information as required by Owner's representative.
 - L. Provide factory authorized representative training services to the Owner's designated personnel, if applicable.
4. Operation and Maintenance Manuals
 - A. Immediately upon receipt of approved shop drawings/product data, the Contractor shall submit to the Owner's representative an electronic copy of a comprehensive Maintenance and Operating Manual, presenting complete directions and recommendations for the proper care and maintenance of visible surfaces as well as maintenance and operating instructions for equipment items which he has provided.

- B. At a minimum, the Operation and Maintenance Manuals will contain:
 - Manual index cross referencing specification numbers for each item
 - Operating instructions
 - Emergency instructions
 - Spare parts list
 - Copies of warranties
 - Wiring diagrams
 - Recommended maintenance procedures and "turn around" cycles
 - Inspection and system-test procedures
 - Copies of applicable Shop Drawings
 - Copies of applicable Product Data
 - Fixture lamping schedule
 - Maintenance drawings and diagrams
 - Listing of required maintenance materials
 - Precautions against improper maintenance
 - Names and addresses of nearest service outlets, distributors, or factory outlets for each piece of equipment.
 - C. Operating instructions shall include necessary printed directions for correct operations, adjustment, servicing, and maintenance of movable parts. Operating instructions must include complete integration of new systems with existing systems and how they are to operate together, in series, sequence, etc. Also included shall be suitable parts lists, approved shop drawings, and diagrams showing parts location and assembly.
 - D. Finished manuals shall be electronic documents with bookmarks identifying each particular portion or item of the Work or other such manual approved by Owner's representative.
 - E. For each titled item or work portion, manual must provide the names, addresses, and phone numbers of the following parties:
 - 1) Subcontractor/installer
 - 2) Manufacturer
 - 3) Nearest dealer/supplier
 - 4) Nearest agency capable of supplying parts and service
 - F. Each electronic file shall indicate the following information on the first page.
 - 1) Project name and address
 - 2) Owner's name
 - 3) Name and address of Owner
 - 4) Name and address of Contractor
 - 5) Date of submission
5. OWNER TRAINING AND DEMONSTRATION
- A. Owner Training shall minimally include a detailed review of the following items:
 - Maintenance manuals
 - Record documents
 - Spare parts and materials
 - Special Tools
 - Lubricants
 - Fuels
 - Identification Systems
 - Control sequences
 - Hazards
 - Cleaning
 - Warranties and bonds
 - Maintenance agreements & similar continuing commitments
 - B. As part of instruction for operating equipment, demonstrate the following procedures:
 - Start-up
 - Shutdown

- Emergency operations
- Noise and vibration adjustments
- Safety procedures
- Economy and efficiency adjustments
- Effective energy utilization

6. GUARANTEES & WARRANTIES

- A. This Section specifies general administrative and procedural requirements for warranties and bonds required by the Contract Documents, including manufacturer's standard warranties on products and special warranties.
- 1) Specific requirements for warranties for the Work and products and installations that are specified to be warranted, are included in the Section 00 2413 Scopes of Work for Bid Categories.
 - 2) Certifications and other commitments and agreements for continuing services to Owner are specified elsewhere in the Contract Documents.
- B. Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products, nor does it relieve suppliers, manufacturers, and subcontractors required to countersign special warranties with the Contractor.
- C. The Term "Warranty": As defined in the AIA "Glossary of Construction Industry Terms", May 1991 edition: "A warranty is a legally enforceable assurance of quality or performance of a product or Work, or the duration of satisfactory performance".
- D. Standard Product Warranties: Standard Project Warranties are preprinted written warranties published by individual manufacturers for particular products and where indicated are specifically endorsed by the manufacturer to the Owner.
- E. Special Warranties: Special Warranties are written warranties required by or incorporated in the Contract Documents, either to extend time limits provided by standard warranties or to provide greater rights for the Owner. Refer to "Form of Special Warranty" elsewhere herein.
- F. General Warranty Requirements and Guarantee Requirements
- 1) All materials and workmanship provided under this contract shall be guaranteed and warranted for a period of not less than two years (unless specified for a different duration herein) to perform, function and appear as specified.
 - 2) Provide written guarantee covering all correction of work required by General Conditions and Supplementary Conditions.
 - 3) Unless specifically stated otherwise in the specifications, the time period for all guarantees, warranties, etc., required by Contract Documents shall begin on date indicated for Certificate of Substantial Completion.
 - 4) Contractor must review, endorse and countersign all written guarantees provided by his sub-subcontractors and/or material suppliers, and shall be fully bound to and obligated by all conditions thereof.
 - 5) Contractor shall submit letter to Owner stating requirements to maintain warranty. Letter to include requirements of periodic inspections scheduled by manufacturing representatives (if applicable), notification process, and common items that may void warranty.
- G. Related Damages and Losses: When correcting warranted Work that has failed, remove and replace other Work that has been damaged as a result of such failure or that must be removed and replaced to provide access for correction of warranted Work.
- H. Reinstatement of Warranty: When Work covered by a warranty has failed and has been corrected by replacement or building, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty.
- I. Replacement Cost: Upon determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective Work regardless of whether the Owner has benefited from use of the Work through a portion of its anticipated useful service life.

- J. Owner's Recourse: Written warranties made to the Owner are in addition to implied warranties, and shall not limit the duties, obligations, rights and remedies otherwise available under the law, nor shall warranty periods be interpreted as limitations on time in which the Owner can enforce such other duties, obligations, rights, or remedies.
 - K. Rejection of Warranties:
 - 1) The Owner reserves the right to reject warranties and to limit selections to products with warranties not in conflict with requirements of the Contract Documents.
 - 2) The Owner reserves the right to refuse to accept Work for the Project where a special warranty, certification, or similar commitment is required on such Work or part of the Work, until evidence is presented that entities required to countersign such commitment are willing to do so.
 - 3) In the event repairs become necessary, written notice will be given to the Contractor to make same. Failure of the Contractor to commence such repairs within 48 hours for environmental equipment, such as heating, air conditioning, air handling, water systems, and within 30 days for all other work, except as noted in specific sections; after such notice, the Owner may make the repairs either by its own employees or by independent contract and may thereupon recover from the Contractor and its sureties, the cost of the repairs so made together with the cost of the supervision and inspection thereof. The Owner will have sixty (60) days after the expiration of said warranty period in which to notify the Contractor of any such repairs necessary on the date of such expiration. The determination of the necessity for repairs shall rest entirely with the Owner's Representative whose decision upon the matter shall be final and obligatory upon the Contractor.
 - L. Submit final written warranties endorsed by the manufacturer and the Contractor to the Owner prior to the date determined for Substantial Completion. These final written warranties will include all specific warranties, whether they are "special" or "standard".
 - M. If the Certificate of Substantial Completion designates a commencement date for warranties other than the date of Substantial Completion for the Work, or a designated portion of the Work, submit written warranties upon request of the Owner.
 - N. When a special warranty is required to be executed by the Contractor, or the Contractor and subcontractors, supplier or manufacturer, prepare a written document that contains appropriate terms and identification, ready for execution by the required parties. Submit a draft to the Owner for approval along with original submittal prior to final execution.
 - O. Form of Submittal:
 - 1) At Final Completion, compile electronic copies of each required warranty and bond properly executed by the Contractor, or by the subcontractors, supplier, or manufacturer. Organize the warranty documents into an orderly sequence based on the table of contents of the Project Manual.
 - 2) When operating and maintenance manuals are required for warranted construction, provide additional copies of each required warranty, as necessary, for inclusion in each required manual.
7. Substantial Completion
- A. Prior to requesting Owner inspection for certification of Substantial Completion (for either entire Work or portions thereof), complete the following and list known exceptions in request:
 - 1) Provide certification that Work is substantially complete along with Contractor's punch list specifying incomplete items, reasons the Work is incomplete, by what date and what action is being taken to complete any open items.
 - 2) Advise Owner of pending insurance changeover requirements.
 - 3) Submit specific warranties, workmanship/maintenance bonds, maintenance agreements, agreements, final certifications, and similar documents.
 - 4) Obtain and submit releases enabling Owner's full and unrestricted use of the work and access to services and utilities, including occupancy permits, final inspection certificates, Fire Marshal Affidavits, and similar releases. e.g. Certification of code compliance, certificates of inspection and approvals for: mechanical, electrical, boilers, public health, and others as required.
 - 5) Deliver tools, spare parts, extra stocks of materials, and similar physical items to Owner's representative.

- 6) Complete start up testing of systems and instructions of Owner's operating/maintenance personnel. Discontinue and remove from project site, temporary facilities and services, along with construction tools and facilities, mock-ups, and similar elements.
 - 7) Complete final cleaning requirements.
 - 8) Submit record drawings and similar record information.
 - 9) Submit certification stating that no materials containing asbestos or other recognized hazardous materials were incorporated into the Work.
8. Final Completion and Final Payment
- A. Meet all requirements for Substantial Completion listed above.
 - B. When the Contractor considers that the work is complete, he shall submit written notice to the Owner's representative that the Work is ready for final inspection and acceptance and include a final Application for Payment.
 - C. Prior to requesting Owner's representative inspection for final completion and final payment, complete the following:
 - 1) Final itemized punch list of work to be completed or corrected, certifying that each item has been completed or otherwise resolved for acceptance.
 - 2) Certification of code compliance. Submit certificates of inspection and approvals for: mechanical, electrical, boilers, public health, and others as required.
 - 3) Submit certification stating that no materials containing asbestos or other recognized hazardous materials were incorporated into the Work.
 - 4) Complete Owner's accounting department final close-out requirements including, but not limited to:
 - a) final payment request
 - b) final waivers
 - c) release of all claims
 - d) consent of bonding surety to final payment
 - e) Final Reconciliation of Accounts accounting for changes to the Contract Sum and payments
 - 5) All guarantees and warranties
 - 6) Evidence of continuing insurance coverage complying with insurance requirements.
 - D. When the Owner's representative finds the Work acceptable under the Contract Documents, he will approve the final payment due the Contractor.

END OF SECTION