Dexter Community Schools

Wylie Kitchen
Walk-in Cooler and Freezer Unit
Project Manual

Bid Categories Include:

Wylie Kitchen walk-in cooler and freezer unit with installation.

Issued by:

Dexter Community Schools
2704 Baker Rd
Dexter, MI 48130

ISSUED
March 17, 2025

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Section 00 0110 Table of Contents

INTRODUCTORY INFORMATION	DATED
Section 00 0110 Table of Contents	3/17/2025
Section 00 1116 Invitation to Bid	3/17/2025
DIVISION 00 – PROCUREMENT REQUIREMENTS	
Section 00 2113 Instructions to Bidders	3/17/2025
Section 00 2410 Work Required for All Bid Categories	3/17/2025
Section 00 2413 Scopes of Work for Bid Categories	3/17/2025
Section 00 4100 Bid Proposal Form	3/17/2025
DIVISION 00 – CONTRACTING REQUIREMENTS	
Section 00 7316 Insurance Requirements	3/17/2025
DIVISION 01 – GENERAL REQUIREMENTS	
Section 01 3210 Project Schedule	3/17/2025
Section 01 3520 Safety Requirements	3/17/2025
Section 01 4001 Quality Requirements	3/17/2025
Section 01 6001 Product Requirements	3/17/2025
Section 01 7001 Execution Requirements	3/17/2025
Section 01 7700 Closeout Procedures	3/17/2025

END OF SECTION

Section 00 1116 Invitation to Bid

PROJECT: WYLIE ELEMENTARY SCHOOL
WALK-IN COOLER AND WALK-IN FREEZER UNIT WITH INSTALLATION

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
WYLIE ELEMENTARY SCHOOL
3060 Kensington
Dexter, MI 48130

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

THE WORK INCLUDES: Installation of a new cooler/freezer walk-in unit in the same footprint of the existing unit. Removal of existing unit will be completed prior to installation

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

BID CATEGORIES

Wylie Kitchen walk-in cooler and freezer unit with installation
ONLY – NO OTHER BID CATEGORIES

An optional pre-bid meeting will be held on APRIL 7, 2025 at 1:30 PM at the Wylie Elementary School kitchen.

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 1:30pm, local time, on MONDAY, APRIL 14, 2025.

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 bond@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: Jen Miceli, Bond Projects Purchasing
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. In addition, all bids comply with the Davis-Bacon Act and provide a certified payroll document (either CP-347 or WH347).

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.

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 1:30 PM, LOCAL TIME, ON 3/17/25, 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 reserves 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 their estimates and quantity surveys, and to allow the Contractors the opportunity to familiarize themselves with the project site.
    A. This meeting is optional for this bid package, however, all bidders must stipulate they have inspected the work site on their bid form in order to inform themselves of the jobsite conditions.
    B. Date & Time: MONDAY, APRIL 7, 2025 at 1:30 PM
    C. Location: Wylie Elementary Kitchen, 3060 Kensington St, Dexter, MI 48130
    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. 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.
    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 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. Other 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 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 themselves 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.

7. 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.

8. 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 **1:30pm**, local time, on MONDAY, APRIL 14, 2025. 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: bond@dexterschools.org.

D. Use Subject Line: “Bid Enclosed for Wylie Elementary Kitchen Walk-in”.

E. For bidders unable to submit their bid electronically
   1) Bids shall be submitted in a sealed envelope.
   2) Identify the envelope with: Wylie Elementary Kitchen Walk-in
   3) Name and address of bidder
   4) Clear envelope notation "BID ENCLOSED"
   5) Bids, accompanied by performance and payment bonds, must be received on or before the bid due date and time to:

      Dexter Community Schools
      ATTN: Jen Miceli, Bond Projects Purchasing
      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.

9. BID READING

A. Bids will be read publicly at 1:30pm on APRIL 14, 2025 at Bates School Conference Room, 2704 Baker Rd. Dexter, MI 48130 and posted on the Owner's website thereafter.

10. 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. The owner reserves the right to award this Contract on the basis of any combination of Requested and Voluntary Alternates, if in their best interest to do so.

11. POST-BID MEETING:

A. After the Bids are received, tabulated, and evaluated, the apparent low bidders may be invited to meet with the Owner at a post-bid meeting. The post-bid meeting will review Contractor understanding of specifications, compliance issues, scope of work, schedule and Contractor capabilities.
   1) This meeting may be waived at the discretion of the Owner.
   2) The post-bid 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 their 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 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 superintendent 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 within the Bidder's proposed project team. 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. SUPERVISOR 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 (if any) 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: All applicable taxes (including Michigan sales tax), required by any legal authority are to be included in the Base Bid(s).

E. PERMITS, BONDS AND FEES: All applicable bonds, permits and fees required by any legal authority are to be included in the Base Bid(s). Provide bid bond, payment bond, and performance bond per Michigan Statutory Requirements. The cost of all bonds shall be included withing the lup sum base bid.

F. 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.

G. 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. The Contractor shall request hazardous materials data from the Owner as applicable to the worksite location.

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 occupants and 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. However, if the bidders cannot provide all work through the summer, provide notice on Bid Form of a completion date.

A. All work shall comply with local noise and work ordinances where applicable.

B. Loud work must be coordinated with the Owner.

C. Any work that could endanger staff, students, or visitors will need to be scheduled to avoid such danger. This may include weekend, evening or night work. No crane hoisting or structural demolition will be allowed outside of approved times.

D. Contractors will be expected to behave in an appropriate manner. Foul language and inappropriate clothing will not be tolerated.

E. No jobsite radios will be allowed if any portion of the facility is occupied during the construction period.

F. Contractors will relocate stored materials tools, and equipment, I needed, as directed by the Owner to allow for the Owner's on-going use of the facility. Be prepared to move stored elements as directed by the 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. TEMPORARY SIGNACGE AND BARRICADES: Provide and maintain barricading and signage required outside the project area to completely define and blockade the construction work area. Do not allow step drop-offs created by pavement walkway and curb removals to be a tripping hazard. Crate barricades around all open excavation sites during interim concrete and asphalt removals and replacements. Post all work areas as directed by the Owner. Provide barricades and flagmen to make safe entry and exit of large or slow moving loads on and off public streets and while on-site. During the school year, no deliveries will be allowed during school drop off and pick up times (7:30-8:30AM and 2:30-3:30PM) and other restrictions for school activities as defined by the Owner. No crane shall be used on site until its entire swing area is identified by the Contractor and the entire crane swing work area is blocked by barricades.

11. ON-SITE ROADS, WALKS AND TEMPORARY CLOSURES:

A. Each Contactor will enforce a five (5) MPH speed limit on site.

B. Each Contractor must provide barricades, signage, and flag persons that comply with the MMUTCD state, and local requirements to safely reroute pedestrians and vehicles. Each Contractor must also provide barricades, signage and flag persons to facilitate moving trucks and equipment onto and off site as required for the work of their bid category. All excavations of ANY depth shall be fully barricaded at all times. Temporary wood, compacted gravel, asphalt or concrete ramps shall be provided at all interim grade changes.

C. Each Trade requiring road closure in the public ROW shall obtain and pay for any city/state permit costs or fees.

12. 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. Any 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.

13. 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.
14. 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 Contractor 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.
15. 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.
16. 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.
17. 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.
18. LOGISTICS: Before work begins, Contractor shall understand where work areas exist, access, deliveries, load-in, load-out, clean up, and parking are permitted. Contractors shall submit their worker parking, egress and logistics plans to the Owner for approval before beginning work. 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: Wylie Kitchen walk-in cooler and freezer unit with installation.

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 Division 1 complete, including all bid requirements, contract documents; general and supplemental conditions, and Division 1 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.

B. Also Includes:

1. COORDINATION: Provide continuous coordination with the Owner's representative to keep them advised of your planning and work daily. Advise of any issues, concerns, material supply matters, schedule progress, work quantity and quality. Cell calls and zoom meetings are acceptable when off-site. Owner's rep will visit site daily while work is underway.
2. LAYOUT: Provide all layout, control points and engineering required for work of this category.
3. PRIME CONTRACT RESPONSIBILITY: Provide all labor, tools, equipment incidental hardware and materials required to receive, unload, store, install and protect work of this category. The contract is for a prime contract, there are NO other trade contracts being solicited by or provided by the Owner. The prime contractor shall provide all work shown or specified or otherwise required for a fully functional system.
4. SUBMITTALS: Submit within fourteen (14) days of receipt of Letter of Intent or contract all submittal information.
5. CLEAN UP: Provide continuous debris and trash removal and clean up. The site must be left clean, safe and secure every day before the Contractor's crews leave the site. Failure to perform this scope item will result in the Owner cleaning up on overtime rates and deduction all costs from contracts funds due.
6. SCHEDULE: Bidders shall be aware of delivery requirements to accommodate the completion schedule of this project and shall include all expediting and overtime costs to allow for substantial completion and turnover before August 1, 2025 suitable for safe use and final completion before August 15, 2025. It is the Bidder's responsibility to prepare and submit shop drawings and other submittals in a timely manner to accommodate the milestone and progress schedule and prevent delays to the project. The Contractor shall plan to allow the Owner up to ten (10) calendar days to review and return submittals.
7. EXISTING CONDITIONS: Inspect the site before proposing on the work. Inspect the site again two weeks prior to equipment arrival to verify conditions are in place as required to start your work or agreed to be provided by others. Meet with Owner during this inspection visit. Provide specific written list of observed deficiencies to assure work site is ready when equipment arrives. THE WORK: Provide all work shown or specified.
8. Provide replacement and installment of existing walk-in cooler and freezer. Ensure that all connections, drainage, and temperature control are functioning properly. Advise the Owner in writing of any deficiencies found.
9. Provide warranty that the walk-in unit(s) will perform as shown and for the expected useful life of the unit.
10. Proceed with base bid conditions unless Owner issues a **written** change order for any desired add alternates.

C. CLARIFICATIONS

1. Base bid shall be for a new walk-in freezer/cooler box with separate external entry for cooler and freezer, complete replacement of the existing condenser and evaporator, with installation for all new equipment. SEE ADDENDUM 1 for basis of design. Equipment must equal to or of a comparable quality to attached specifications. 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 during student break.

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 warranty for all work for a period of not less than one year (unless specified for a different duration herein) to perform, function and appear as specified.
10. Provide all documentation for the new equipment, operation and maintenance instructions, as-built drawings both hard copy and PDF format electronic files.

D. EXCLUDED

1. None.

E. UNIT PRICES

1. See Bid Form. Provide any requested unit prices.

F. ALLOWANCES

1. None.

G. 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**
Wylie Elementary Kitchen Walk-in Cooler and Freezer Unit

RECEIPT OF BIDS: prior to **1:30 PM,** local time, APRIL 14, 2025

ADDRESSED TO: Emailed Bids: bond@dexterschools.org

Dexter Community Schools

Attn: Jen Micelli, Bond Projects Purchasing
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.	1	Dated	3/17/25	Addendum No.		Dated	
Addendum No.	2	Dated	3/17/25	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, having fully examined the site, drawings, specifications and other contract documents, and having familiarized themselves with local conditions affecting the cost of the work, hereby proposed to furnish all necessary machinery, tools, apparatus and other means of construction, do all the work furnish all materials and equipment except as otherwise specified herein; and for the lump sum prices named to complete the work described herein in strict conformity with the requirements of the plans and specifications entitled:

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

Bid Category: WYLIE ELEMENTARY KITCHEN WALK-IN COOLER AND FREEZER UNIT

TOTAL BASE BID (In Figures): $_____

TOTAL BASE BID (In Words): _____

The base bid sums are solicited, and the amount is to be inserted into the blank spaces provided above. The base bid sums shall be the bid amount for all work shown within the construction documents and specifications – complete.

LIST OF EXCEPTIONS: Contractor shall provide any exceptions to the bidding documents on the attached form. Any exceptions must be provided with the submission of the bid.

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 Wylie Elementary Kitchen Walk-in Cooler and Freezer Unit, for the amount stated above.

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

FIRM NAME _____

BY (Signature _____

NAME (Type or Print) _____

TITLE _____ **DATE** _____

BUSINESS ADDRESS _____

TELEPHONE _____

CELLPHONE _____

EMAIL _____

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_____, 2025.

*[signature of Notary]*_____

_____, Notary Public
[printed/typed name of Notary]

My commission expires:_____ . Seal:

STATE OF MICHIGAN

Wage and Hour Division
PO Box 30476
Lansing, MI 48909
517-284-7800

Informational Sheet: Prevailing Wages on State Funded Projects

REQUIREMENTS

Effective February 13, 2024

The purpose of establishing prevailing rates is to provide minimum rates of pay that must be paid to workers on construction projects that are financed or financially supported by the state Prevailing rates compiled from the rates contained in collectively bargained agreements which cover the locations of the state projects. While the prevailing wage rates are compiled through surveys of collectively bargained agreements, a collective bargaining agreement is not required for contractors to be on or be awarded state projects. The prevailing rate schedule provides an hourly rate which includes wage and fringe benefit totals for designated construction mechanic classifications. The overtime rates also include wage and fringe benefit totals. Please pay special attention to the overtime and premium pay requirements. The prevailing wage is satisfied when wages plus fringe benefits are equal to or greater than the required rate.

State of Michigan responsibilities:

• The department establishes the prevailing rate for each classification of construction mechanic requested by the contracting agents prior to contracts being let out for bid on a state project.

DTMB responsibilities

• If a contract is not awarded or construction does not start within 90 days of the date of the issuance of rates, a re- determination of rates must be requested by the contracting agents.

• Rates for classifications needed but not provided on the Prevailing Rate Schedule, ***must*** be obtained ***prior*** to contracts being let out for bid on a state project.

Contractor responsibilities:

• Every contractor and subcontractor shall keep posted on the construction site, in a conspicuous place, a copy of all prevailing rates prescribed in a contract.

• Every contractor and subcontractor shall keep an accurate record showing the name and occupation of and the actual wages and benefits paid to each construction mechanic. This record shall be available for reasonable inspection by DTMB or the department.

• Each contractor or subcontractor is liable for the payment of the prevailing rate to its employees. • The prime contractor is responsible for advising all subcontractors of the requirement to pay the prevailing rate prior to commencement of work.

• A construction mechanic *shall only* be paid the apprentice rate if registered with the United States Department of Labor, Bureau of Apprenticeship and Training and the rate is included in the contract.

Enforcement:

A person who has information of an alleged prevailing wage violation on a prevailing wage project may file a complaint with the State of Michigan. The department will investigate and attempt to resolve the complaint informally. During the course of an investigation, if the requested records and posting certification are not made available in compliance with contractual requirements, the Contracting Agent may consider the Contractor to be in material breach of the contract and may terminate the contract for cause at the sole discretion. There are also civil penalties for failure to be in compliance with Act 10. View the entire text of Act 10 of 2023 at michigan.gov/wagehour.

WHD 9918 (2/24)

END OF SECTION

Section 00 6000 Payment and Performance Bonds

1. BID SURETY (BID BOND): A bid bond or a certified check in the amount of 5% of the bid amount made out to Dexter Community Schools in lieu of a bid bond is required for all bids.

2. PERFORMANCE, LABOR & MATERIALS BONDS: The Bidder, if awarded the Contract, will be required by the Owner to provide, a Performance Bond and a Labor and Material Payment bond, covering up to the full amount of the Contract sum as security for the faithful performance of all work under the Contract and payment of all charges in connection therewith. Such bonds may be furnished within fifteen (15) days of the request for the bonds. Performance and labor and material payment bonds will not be required for contracts less than $50,000.

3. The cost of all bonds shall be included within the lump sum base bids. The added cost for bonds for alternate quotes shall be included in the lump sum alternate bid.

4. Bond Requirements

A. The form that will be used for all performance bonds on the project shall be AIA Document A312, 1984 Edition. This document is not bound within the Project Manual but is hereby a part of the Contract Documents.
B. It is required that the surety company complies with the following:
    1) Insurance and Surety companies shall be deemed qualified and acceptable in connection with Contractor bonding and insurance requirements under said contracts only if such companies have a policy holders rating of A- or higher and a financial category not less than Class IV or better, as shown on Best's Key Rating Guide, latest edition.
    2) The proposed bonding company of the bidder must be acceptable to the Owner. If at any time, after acceptance of the contractor's bond, the surety fails to meet the criteria stated in above, the contractor must, as a precondition to continuing work and receiving further payments, replace the bond with a bond from a surety that meets the stated criteria.
C. Dexter Community School shall be named oblige on the bonds.
D. Bonds shall be duty executed by the Contractor, as principal, and by a Surety that is licensed in the State of Michigan. Only first party bonds will be accepted.
E. Bonds signed by attorney -in-fact must be accompanied by a certified and effectively dated copy of their power of attorney.
F. The Performance and Payment Bond penal sums (i.e., the contract amount) must be invoiced separately from the work of the contract.

END OF SECTION

Section 00 7316 Insurance Requirements

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

GENERAL LIABILITY INSURANCE

Each Occurrence	**$ 1,000,000**
Occurrence box must be checked	
General Aggregate	**$ 2,000,000**
Personal and Adv. Injuries	**$ 1,000,000**
Products – Comp/Op Aggregate	**$ 2,000,000**

AUTOMOBILE LIABILITY INSURANCE

Combined Single Limit	**$ 1,000,000**

OR

Bodily Injury (per person) **Bodily Injury (per accident)** **Property Damage**	***OR***	**$ 1,000,000**

EXCESS LIABILITY INSURANCE

Umbrella Form **Each Occurrence = Aggregate**	**$ 1,000,000**

WORKERS COMPENSATION AND EMPLOYERS LIABILITY

Statutory Limits box must be checked	**X**
Each Accident (Employers Liability)	**$ 500,000**
Disease – Policy Limit (Employers Liability)	**$ 500,000**
Disease – Each Employee (Employers Liability)	**$ 500,000**

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 Contractor'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 1100 Summary of Work and Use of Premises

1. SECTION INCLUDES
   A. Related Documents
   B. Project Description
   C. Work by Owner
   D. Owner Furnished Products
   E. Use of Premises, Barricades, and Protection
   F. Administrative Responsibilities
   G. Permits, Fees & Notices
   H. Contractor Construction Sequence
2. RELATED DOCUMENTS
   A. Drawings, Division 00, General and Supplementary Conditions, and other Division 01 Specification Sections which apply to Work of this section.
   B. In Divisions 01 through 33, a reference to the project General Conditions includes by inference all amendments or supplements in the project Supplementary Conditions.
3. PROJECT DESCRIPTION
   A. The intent of this Section is to indicate the Work required by the Contractor and to provide information regarding the duties, responsibilities, and cooperation required by the Contractor, with similar requirements for their subcontractors and suppliers.
   B. The Project is defined to include the Bid Categories described in Section 00 2413 Scopes of Work and each is recognized to be a major part of the project.
   C. Related sections:

   Some sections of the technical specifications (Divisions 1 through 33) may include a paragraph titled "Related Sections". This paragraph is an aid to the Project Manual and is not intended to include all sections which may be related. It is the Contractor's obligation to coordinate all sections whether indicated under "Related Sections" or not.
4. USE OF PREMISES, BARRICADES, AND PROTECTION
   A. Contractors shall be subject to such rules and regulations for the conduct of the work as the Owner may establish. Employees shall be properly and completely clothed while working. Bare torsos, legs, and feet will not be allowed. Contractors and their subcontractors shall recognize that use of vulgar or profane language is cause for immediate dismissal. Drugs, alcohol, tobacco products of any kind, or other offensive materials or firearms are absolutely prohibited, and violations are cause for summary dismissal and/or criminal prosecution.
   B. Contractors shall maintain free access to buildings and areas of the site for designated vehicles, service vehicles, and firefighting equipment and at no time shall block off or close roadways or fire lanes without providing auxiliary roadways and means of entrance acceptable to the Owner. Fire hydrants must remain accessible. Contractors shall give the Owner and the local fire department at least 48-hour notice of any such changes of routes.
   C. Contractors shall not load or permit any part of a structure to be loaded with a weight that will endanger its safety or cause damage to the components of the structure.
   D. The Owner shall have the option to curtail or delay activities that affect their operations. Should a Contractor be asked to stop their work the Contractor shall do so immediately and proceed with other activities with no additional cost to the Owner, Contractors are to cooperate with the Owner's representative in construction operations to minimize conflict, and to facilitate Owner usage of adjacent spaces not under construction.
5. ADMINISTRATIVE RESPONSIBILITIES OF CONTRACTORS AND OWNER'S REPRESENTATIVE
   A. The Contractor shall be responsible for the maintenance of the Construction Schedule and the general supervision of every phase of the Work. The Contractor shall advise the Owner's Representative in writing within 3 days of becoming aware of any event which may delay the completion of the work within the Contractor's schedule.
   B. Contractors shall cooperate with and assist the Owner's Rep in the understanding of its construction progress and procedures, schedule of product deliveries, and their effect on the overall project progress and completion.
6. PERMITS, FEES, AND NOTICES
   A. The Contractor will secure and pay for all required permits, fees and legal notices including, if required, a general building permit, and any other permits, governmental fees, and licenses necessary for the proper execution and completion of the Work, which are applicable at the time

the bids are received. Fees to relocate utilities on Owner's property shall be included in the bid of the Contractor doing the relocation.

B. Utility Tie-Ins: Shall be arranged with local municipal owner or local utility company and other involved parties for minimum interruption of service. The permitting and costs of obtaining the local municipal or utility organization's approvals and coordination shall be borne by the Contractor within its lump sum base bid.
C. Shutdowns of existing systems shall be limited to minimum time required and scheduled with other involved parties. Provide three (3) days written notice of shutdown to Owner.
D. Inspections of installed work shall be performed by the governing authority as arranged for by the Owner. Work shall not be covered until approved.

7. CONTRACTOR CONSTRUCTION SEQUIENCE
   A. Refer to Section 01 3210 Project Schedule.
   B. REMINDER: REFER TO SECTIONS 00 2410 AND 00 2413 FOR SCOPE OF WORK DESCRIPTIONS

END OF SECTION

Section 01 2900 Payment Procedures

10. SCHEDULE OF VALUES
    A. Submit typed schedule on AIA Form G703 – Application and Certificate for Payment Continuation Sheet.
    B. Submit Schedule of Values within 7 days after contract or letter of intent is received (whichever occurs first).
    C. Format: Identify each line item with number and title of the major specification section or follow other specific direction. The schedule of values must be approved by the owner prior to issuance and acceptance of the Contractor's first Application for Payment. Provide detail and/or additional breakdown as required. Submit evidence to substantiate proposed schedule of values upon request.
    D. The following items must be included and shown separately on the schedule of values unless not included in the contract.
        1) Payment and Performance Bonds
        2) Allowance(s)
    E. Revise schedule to list approved Change Orders, with each Application for Payment.
    F. Retainage in the amount of ten percent (10%) will be withheld from all progress payments. Retainage will not be released until all final competition (not substantial completion) responsibilities are complete.
11. APPLICATIONS FOR PAYMENT
    A. No application will be processed until the Schedule of Values is submitted and approved.
    B. Content and Format: Use the AIA G703 format or an equivalent electronic version.
    C. Submit a draft (pencil)copy of the application from payment before the 20th of each month.
    D. Percentage completion of a line item will e the percent complete projected through the end of the month.
    E. The pencil copy shall be reviewed and notification sent to contractors of the approval or revisions required to finalize the application.
    F. No application will be processed until the pencil copy is approved.
    G. Waiver of Lien: With each application, submit sworn statements and waivers of lien from every entity who may file a lien arising out of the contract, and related to work covered by the payment.
        1) Submit final Application for Payment with final waivers from every entity involved with performance of Work covered by the application who could be entitled to a lien.
        2) Waiver Forms: Submit waivers of lien on forms, and executed in a manner acceptable to Owner.

END OF SECTION

Section 01 3210 Project Schedule

1. 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	MARCH 17, 2025	4:00 PM
Pre-bid Meeting	APRIL 7, 2025	1:30 PM
Pre-bid Questions Deadline	APRIL 7, 2025	4:00 PM
Bids Due	APRIL 14, 2025	1:30 PM
Contract Award	APRIL 14, 2025	4:00 PM
Construction/Project Work	JULY 1, 2025 – AUGUST 1, 2025	
Punchlist Review and Completion	AUGUST 15, 2025	

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), Lead Containing Materials (LCM) or other hazardous materials without appropriate engineering controls. The Owner's Hazard Communication Program and MSDS sheets appropriate to the facility are available to each facility are available upon request of the Contractor.
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. Be responsible for recording and reporting injuries and illnesses in accordance with MIOSHA rules and regulations.
    B. Notify the Owner and MIOSHA immediately of an accident.
    C. Immediately report any property loss accidents to the Owner.
    D. In the event of an on-site emergency, immediately account for all employees and report to the Owner.
    E. Submit a written investigative report to the Owner within 24 hours following an accident which results in employee fatality or injuries requiring hospitalization.
    F. 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 may 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 Contractor, 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. Related Sections
   B. Quality Assurance and Control of Installation
   C. Dimensional Responsibility
   D. References
   E. Inspection and Testing Laboratory Services
2. RELATED SECTIONS
   A. Section 01 6001 Product Requirements
3. QUALITY ASSURANCE/CONTROL OF INSTALLATION
   A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce work of specified quality.
   B. Comply fully with manufacturers' instructions, including each step in sequence. Perform all steps required by manufacturer to properly install the Work regardless of whether every step is called out in this specification.
   C. Should manufacturers' instructions conflict with Contract Documents, request clarification from 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. In any case, should licensing requirements require all work to be undertaken or supervised by journeyperson level workers or other specified expertise all such work shall be thus undertaken.
   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.
4. 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.
5. 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 the Owner before proceeding.

C. The contractual relationship of the parties to the Contract Agreement shall not be altered from the Contract Documents by mention or inference otherwise in any reference document.

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
   1) 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.
   2) Do not use materials and equipment removed from existing premises, except as specifically permitted by the Contract Documents.
   3) Provide interchangeable components of the same manufacturer, for similar components.

   B. TRANSPORTATION AND HANDLING
      1) Transport and handle products in accordance with manufacturer's instructions.
      2) Promptly inspect shipments to assure that products comply with requirements, quantities are correct, and products are undamaged.
      3) Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.

   C. STORAGE AND PROTECTION
      1) 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.
      2) Provide off-site storage and protection when site does not permit on-site storage or protection.
      3) Cover products subject to deterioration with impervious sheet covering. Provide ventilation to avoid condensation.
      4) Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
      5) Arrange storage of products to permit access for inspection. Periodically inspect to assure products are undamaged and are maintained under specified conditions.

   D. PRODUCT OPTIONS
      1) Product selection is governed by the Contract Documents and governing regulations, not by previous Project experience. Procedures governing product selection include the following:
      2) Proprietary Specification Requirements: Where only a single product or manufacturer is named, provide the product indicated.
      3) 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.

4) 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.

5) 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.

6) Performance Specification Requirements:
   a) 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.
   b) Manufacturer's recommendations may be contained in published product literature, or by the manufacturer's certification of performance.

7) 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.

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

9) 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.

E. SUBSTITUTIONS

1) Owner will consider requests for Substitutions 10 days prior to bid.

2) Substitutions may be considered after bids when a product becomes unavailable through no fault of the Contractor.

3) Document each request with complete data substantiation compliance of proposed Substitution with Contract Documents.

4) A request constitutes a representation that the Contractor:

   a) Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product

   b) Will provide the same warranty for the Substitution as for the specified product.

   c) Will coordinate installation and make changes to other Work which may be required for the Work to be complete with no additional cost to Owner or other affected subcontractors.

   d) Waives claims for additional costs or time extension which may subsequently become apparent.

5) Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals, without separate written request, or when acceptance will require revision to the Contract Documents.

6) Substitution Submittal Procedure:

   a) Submit electronic copy of a written Request for Substitution for consideration. Limit each request to on proposed Substitution.

b) Submit shop drawings, product data, and certified test results attesting to the proposed product equivalence.

c) The Owner will notify the Contractor in writing of their decision to accept or reject request.

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) For any period exceeding 2 hours: Provide standby utility service.
      2) Provide 48-hour notice to the Owner's Representative of the time and duration of the anticipated shut off.
      3) Notify Fire Department in advance if water main or fire supply line shut off is required.
      4) Pay all costs relating to utility interruptions
   F. Be responsible for:
      1) Protection of structures and utilities at or contiguous to the site in accordance with the project General Conditions
      2) Cost of cleaning, repair, relocation, raising, lowering, or replacement of structures and utilities which interfere with new work or are damaged as a result of Contractor's operations.
      3) Temporary sheeting, bracing, poles, cables, sand fill or other means used to support a structure or utility exposed or endangered by Contractor's operations.
      4) Relocating, raising or lowering of a structure or utility for Contractor's convenience.
   G. Relocation of poles and structures:
      1) Be responsible for temporary and permanent relocation of power, light, telephone and other service poles and appurtenant structures.
      2) Make necessary arrangements with the owner of the pole or structure and pay all costs involved.
   H. Acceptable standards for restoration:
      1) Restore to the better of:
         a) Original condition
         b) Requirements of the Contract Documents
         c) Current MDOT Standards
         d) Property corners, Government survey corners, and plat monuments:
      2) Protect all existing facilities and site elements from damage or disturbance:
      3) Provide video survey of the work area with the Owner's Representative before beginning work. Protect discovered control points or areas of concern until Owner has witnessed the control point or area of concern and given direction as to its required maintenance or otherwise referenced their locations.
      4) Replace if disturbed or removed as a result of construction:

a) Arrange for replacement of any control point 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.

6) Landscaping and miscellaneous improvements:
   a) Protect from damage by construction operations. In event of damaged, replace any damaged items with one of equivalent type and size.
   b) 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. CUTTING AND PATCHING

A. Each Contractor shall make arrangements with other Contractors (if any) and the Owner for fitting his Work into the general construction. Where the Contractor was given sufficient information as to required openings prior to construction, the cost for additional cutting and restoring shall be paid for by the Contractor failing to provide the required openings.

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

2) Submit written request in advance of cutting or alteration which affects:

a) Structural Integrity of any element of Project.

b) Integrity of weather-exposed or moisture-sensitive elements.

c) Efficiency, maintenance, or safety of any operational element.

d) Visual qualities of sight exposed elements.

e) Work of Owner or separate contractor.

B. Include in request:

1) Identification of Project

2) Location and description of affected work.

3) Necessity for cutting or alteration.

4) Description of proposed work and products to be used.

5) Alternatives to cutting and patching.

6) Effect on work of Owner or separate contractors.

7) Written permission of affected separate contractors.

8) Date and time work will be executed.

C. Primary Products: Those required for original installation.

D. Inspect existing conditions prior to commencing Work, including elements subject to damage or movement during cutting and patching. Provide video recording of existing conditions.

E. Beginning of cutting or patching means acceptance of existing conditions.

F. Provide protection from elements for areas which may be exposed by uncovering work.

G. Execute. Work by methods to avoid damage to other Work, and which will provide appropriate surfaces to receive patching and finishing.

H. Cut rigid materials using a masonry saw or core drill. Pneumatic tools are not allowed without prior approval. Do not pound or make openings with hammers without approval or Owner.

I. Restore work with new products in accordance with requirements of Contract Documents.

J. Fit work tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.

K. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with fire rated material to full thickness of the penetrated element, and provide escutcheon plates where exposed.

L. Refinish surfaces to match adjacent finish. For continuous surfaces, refinish to the nearest intersection or natural break. For an assembly, refinish the entire unit. Patchwork is subject to Owner approval.

M. Contractors shall coordinate cutting and patching with other Contractors to avoid duplication of efforts and to avoid recutting completed work.

N. Requirements for Structural Work:

1) Don cut and patch structural elements in a manner that would reduce their load-carrying capacity or load-deflection ratio.

2) Prior to removing existing construction, provide temporary sheeting, underpinning, shoring, and bracing to carry the loads and stresses withstood by any removed items. Contractor is responsible for the adequacy of same, as well as for any damage to the existing building, or contents thereof, resulting from inadequate sheeting, underpinning, shoring, and bracing.

3) Obtain acceptance of the cutting and patching procedure before cutting and patching structural elements.

O. Operational and Safety Limitations:

1) Do not cut and patch operating elements or safety related components in a manner that would result in reducing their capacity to perform as intended, or result in increased maintenance, or decreased operational life or safety.

2) Obtain Owner's and/or governing agency approval of the cutting and patching procedure before cutting and patching operating elements of safety related systems.

P. Visual Requirements:

1) Do not cut and patch construction exposed on the exterior or in occupied spaces, in a manner that would in the Owner's Representative's opinion, reduce the building's aesthetic qualities, or result in visual evidence of cutting and patching. Work that is cut and patched in a visually unsatisfactory manner shall be removed and replaced.

4. ALTERATION PROJECT PROCEDURES

A. Verify that demolition is complete, and areas are ready for installation of new Work.

B. Beginning of restoration Work means acceptance of existing conditions.

C. Cut, move, or remove items as necessary for access to alterations and renovation Work. Replace and restore at completion.

D. Remove unsuitable material not marked for salvage, such as rotted wood, corroded metals, and deteriorated masonry and concrete. Replace materials as specified for finished Work.

E. Remove debris and abandoned items from area and from concealed spaces.

F. Contractor shall remove existing construction items, materials, etc., noted on drawings to be removed or otherwise required to be removed in order to properly execute any and all remodeling, new construction and related work required for respective work category.

G. Prepare surface and remove surface finishes to provide for proper installation of new work and finishes.

H. Close openings in exterior surfaces to protect existing work from weather and extremes of temperature and humidity. Insulate ductwork and piping to prevent condensation in exposed areas.

I. Coordinate work of alterations and renovations to expedite completion.

J. Refinish visible existing surfaces to remain in renovated rooms and spaces, to specified condition for each material, with a neat transition to adjacent finishes. Patch or replace portions of existing surface which show imperfections prior to re-finishing.

K. Where new Work abuts, or aligns with existing, perform a smooth and even transition. Patched Work to match existing adjacent Work in texture and appearance.

L. When finished surfaces are cut so that a smooth transition with new work is not possible, terminate existing surface along a straight line at a natural line of division and make recommendation to Owner.

M. Where a change of plane of ¼ inch or more occurs, submit recommendation for providing a smooth transition for Owner review.

5. CONSTRUCTION CLEANING

A. The Work of this Section shall be included as a part of the Contract Documents of each Contractor on the Project. Where such Work applies to only one Contractor, all cleanup will be provided by that Contractor.

B. Recognizing that construction processes create large amounts of debris, waste material, dirt and other rubbish and that the accumulation of these products impedes works progress and are a safety hazard, an eyesore, and a violation of local regulations, 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.

C. 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.

D. DAILY 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 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 (air compressors, brooms, shovels, barrels, cleaning rags, supplies, etc.) and accessories (dust masks, gloves, 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.

E. 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.

F. 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.

G. Use only cleaning materials recommended by manufacturer of surface to be cleaned. The use of "Green Certified", nonpolluting, low V.O.C. cleaning materials is required.

H. Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

I. The Contractor shall perform their 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.

J. The following are examples, but do not define limits, of cleaning levels required:
   1) Remove labels which are not required as permanent labels. Clean all permanent labels.
   2) Clean exposed exterior and interior hard surfaced finishes, to a dirt free condition, free of dust, stains, film, and similar noticeable distraction substances. Except as otherwise indicated, avoid disturbance of natural weathering of exterior surfaces. Restore reflective surfaces to original reflection condition.
   3) Clean project site (yard and grounds), including landscaped areas, of litter and foreign substances. Sweep paved areas to a broom clean condition, removed stains, chemical spills, and other foreign deposits by power-washing or as required to achieve a clean surface. Remove all erosion control systems, temporary fencing, and barricades and rake the areas smooth to provide smooth regular transition to adjacent surfaces. Seed said transition area thereafter. Rake grounds, which are neither planted nor paved to a smooth, even textured surface.

6. CONSTRUCTION WASTE MANAGEMENT

   A. The Contractor shall provide and pay for dumpster type rubbish and recycling containers adequate for the project recyclables, waste, debris, and rubbish for the life of the project for Contractors.

   B. Contractor will plan their work to:

      1) Minimize packaging and import of non-essential materials to the site.

      2) Compact or consolidate materials in the collection containers until removal from the site.

      3) Transport waste to the location(s) of a legal off-site repository for waste and recyclables.

   C. Recycling is required for all materials minimally: concrete, asphalt, masonry, cardboard, plastic, and metals.

   D. Removal of demolition material from the site is the responsibility of the Contractor performing said demolition, and if possible, demolition debris must be recycled.

7. PUNCH LIST

   A. The Contractor shall prepare and keep their own detailed punch list on the job prior to the Owner's preparation of a project punch list. 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 seven (7) days before 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 their 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 any 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 their intended schedule to accomplish Punch List items. If the Contractor, for any reason, does not expect to complete his work within this time frame, they shall notify the Owner's representative, 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 their 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. GUARANTEES & WARRANTIES
    A. General Warranty Requirements and Guarantee Requirements
        1) All materials and workmanship provided under this contract shall be guaranteed and warranted for a period of not less than one year (unless specified for a different duration herein) to perform, function and appear as specified.
        2) 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.
        3) Additional options for extended warranties or service contracts may be added as a separate line item on the bid.
2. FINAL COMPLETION AND FINAL PAYMENT
    A. When the contractor considers that the work is complete, they 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 for release of all retainage and outstanding amounts due.
    B. 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) Complete accounting department final close-out requirements including, but not limited to:
            1. Final payment request
            2. Final waivers
            3. Release of all claims
            4. Consent of bonding surety to final payment
            5. Final Reconciliation of Accounts accounting for changes to the Contract Sum and payments
            6. All guarantees and warranties
            7. Evidence of continuing insurance coverage complying with insurance requirements.
    C. 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