

**SPECIFICATIONS FOR**

**DOMESTIC WATER REPLACEMENT  
& RELATED WORK**

**AT**

**CANTRICK ELEMENTARY SCHOOL**

**1008 RIVERVIEW AVENUE, MONROE, MI 48162**

**FILE #26109**

**FOR**

**MONROE PUBLIC SCHOOLS**

**1275 NORTH MACOMB STREET, MONROE, MI. 48162**

**MARCH 16, 2026**



**KOHLER**  
ARCHITECTURE

[www.kohlerarchitect.net](http://www.kohlerarchitect.net)

1110 WEST FRONT STREET

MONROE, MI. 48161

PH:(724)242-6880

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**SPECIFICATIONS**

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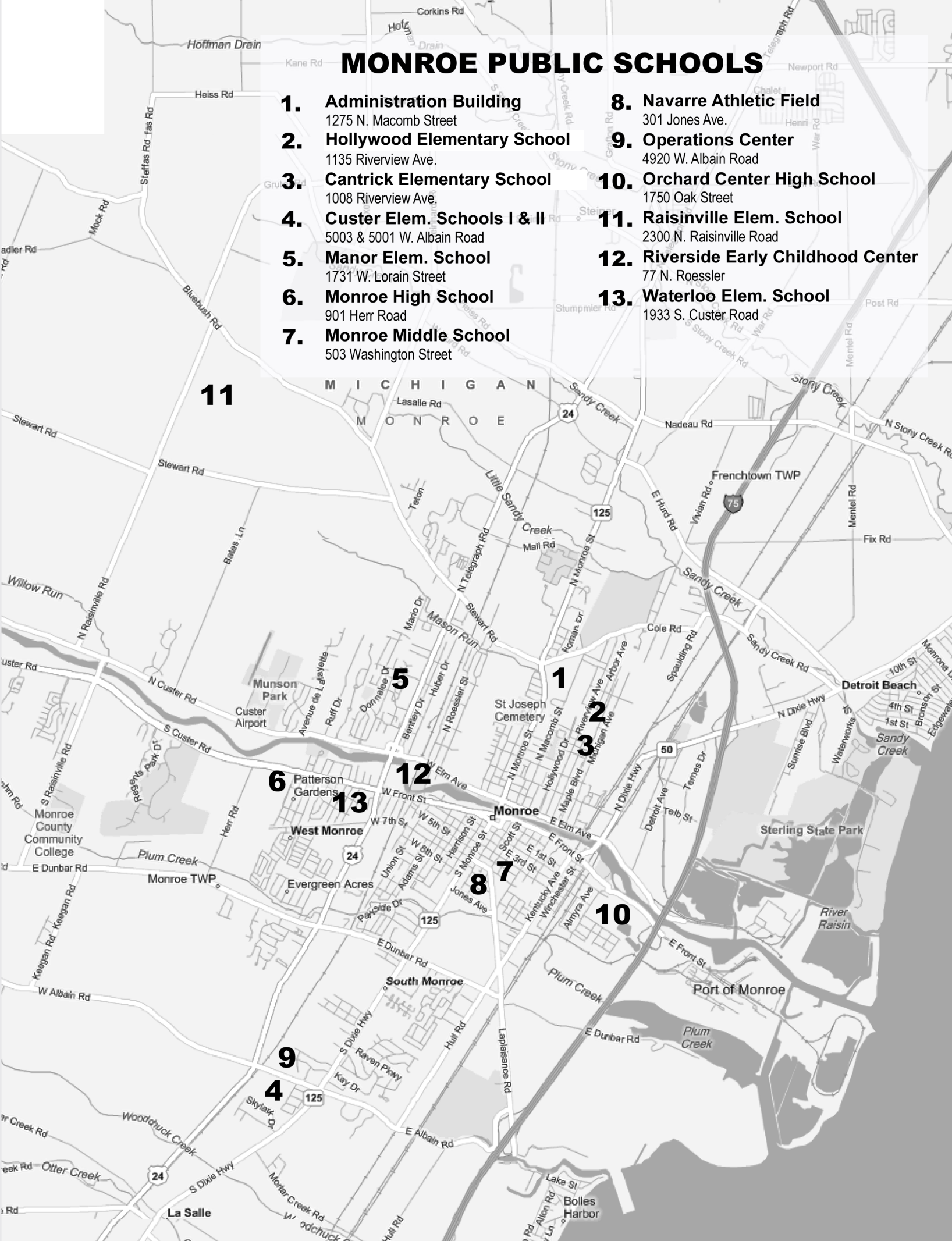
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# MONROE PUBLIC SCHOOLS

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1275 N. Macomb Street
- 2. Hollywood Elementary School**  
1135 Riverview Ave.
- 3. Cantrick Elementary School**  
1008 Riverview Ave.
- 4. Custer Elem. Schools I & II**  
5003 & 5001 W. Albain Road
- 5. Manor Elem. School**  
1731 W. Lorain Street
- 6. Monroe High School**  
901 Herr Road
- 7. Monroe Middle School**  
503 Washington Street
- 8. Navarre Athletic Field**  
301 Jones Ave.
- 9. Operations Center**  
4920 W. Albain Road
- 10. Orchard Center High School**  
1750 Oak Street
- 11. Raisinville Elem. School**  
2300 N. Raisinville Road
- 12. Riverside Early Childhood Center**  
77 N. Roessler
- 13. Waterloo Elem. School**  
1933 S. Custer Road



11

M I C H I G A N  
M O N R O E

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La Salle

Bolles Harbor

## ADVERTISEMENT FOR BIDS

**OWNER:** Monroe Public Schools  
1275 North Macomb St  
Monroe, MI. 48162  
Phone: (734) 265-3000

**ARCHITECT:**



**KOHLER ARCHITECTURE**  
1110 West Front St.  
Monroe, MI. 48161  
Phone: (734) 242-6880

**PROPOSALS:** Separate sealed proposals for Prime Contractors are invited for the following construction work: **Domestic Water Replacement & Related Work, at Cantrick Elementary School, 1008 Riverview Avenue, Monroe, MI. 48162, File #26109, for Monroe Public Schools, 1275 North Macomb Street, Monroe, MI. 48162.** Proposals are for all projects and complete, including all trades (Sub-Contractors and Suppliers), as the successful Contractor will be considered a Prime Contractor entering into a direct contract with the Owner.

**DUE DATE:** Proposals will be received by the owner until **Wednesday, April 15, 2026 at 3:00 P.M.**, at the Monroe Public Schools Administration Building, 1275 North Macomb Street, Monroe, MI 48162. Bids will be publicly opened and read aloud at that time at the same location. The School Board will not consider or accept any bid submitted after the due date and time.

**PLANS:** Electronic pdf copies will be available for viewing and/or downloading at no cost from the Monroe Public Schools website at <https://bids.monroe.k12.mi.us>. Hard copies of plans and specifications may be purchased for \$150.00 for each set from the office of Kohler Architecture, Inc. located at 1110 West Front Street, Monroe, Mi., 48161.

The project will be advertised on the Buy4Michigan.com website and at Builders Exchange of Michigan, Grand Rapids, MI; CMD (Construction Market Data).Norcross, GA; Construction Association of Michigan, Bloomfield Hills, Mi.; Dodge Data & Analytics. Cincinnati, OH. Only bidders registered with the Architect will be sent any addendums and receive any other information regarding this project.

**MANDATORY PRE-BID MEETING:** A mandatory pre-bid meeting will be held at the job site **Wednesday April 1, 2026 at 3:00 p.m.**

These meetings are for the Prime Contractors, (NOT Sub-Contractors), to gain knowledge about the project and submit proof of qualifications for pre-approval. The Architect's Project Manager, will be at this meeting to clarify the bidding procedures, scope of work, identify any items of concern and answer questions from the Bidders for their preparation and submission of representative competitive bids. It is the Contractor's responsibility to assure the Architect has been furnished all necessary information as listed in Instructions to bidders at or prior to this meeting. The Architect will assemble an official list of approved bidders two days after the mandatory pre-bid meeting. The list will be limited to Contractors who attend the entire pre-bid meeting, have signed an official attendance list, have checked out official plans and specifications from the Architect, and meet the minimum Contractor qualifications as listed in the Instructions to Bidders. **Bids submitted by Contractors who are not on the approved bidders list or do not meet these pre-bid requirements will not be opened and will be returned to the bidder.**

**PROPOSAL GUARANTEE:** The proposal must be accompanied by a certified check or bid bond by an approved surety company in the amount of five percent (5%) of the proposal submitted payable to the Owner. Proposals shall remain firm for a period of sixty (60) days after official opening of bids.

**CONTRACT SECURITY:** The successful Contractor will be required to furnish performance, labor and material bonds, each in the full amount of the proposal if payments are issued prior to completion and/or the contract is \$50,000.00 or more.

**FAMILIAL DISCLOSURE:** All bidders must provide disclosure in compliance with MCL 380.1267 and attach this information to the bid. The bid shall be accompanied by a sworn and notarized statement disclosing any familial relationship that exists between the Owner or the employee of the bidder and any member of the board, intermediate school board, or board of directors or the superintendent of the school district, intermediate superintendent of the intermediate school district, or chief executive officer of the public school academy. The District shall not accept a bid that does not include this sworn and notarized disclosure statement.

**IRAN ECONOMIC SANCTIONS ACT COMPLIANCE:** All bidders must provide a sworn and notarized statement in compliance with Iran Economic Sanctions Act, Michigan Public Act No. 517 of 2012 and attach this information to the bid. The District shall not accept a bid that does not include this sworn and notarized statement.

**RIGHT RESERVED BY OWNER:** The Owner reserves the right to waive any irregularities, reject any or all bids, or accept the bid that in the opinion of the Owner, will serve the best interests of the Owner.

**PROPOSAL FORM**  
(Submit in Duplicate)

To: Secretary of the School Board:

Having carefully examined the Instructions to Bidders, the Specifications and Drawings, including Addendum No. \_\_\_\_\_, all entitled, "Domestic Water Replacement & Related Work, at Cantrick Elementary School, 1008 Riverview Avenue, Monroe, MI. 48162, File #26109, for Monroe Public Schools, 1275 North Macomb Street, Monroe, MI. 48162", as well as the premises and the conditions affecting the work, the undersigned agrees to furnish all labor and materials to perform the work, including All Trades, and agrees to accept in payment therefore, the sum of:

**PROPOSAL A** (Base Bid)

\_\_\_\_\_ Dollars

(\$\_\_\_\_\_)

**UNIT PRICE U-1** (Deduct) \_\_\_\_\_ Dollars

(\$\_\_\_\_\_ ) Per-Unit price for each shutoff valve that is scheduled to be replaced but found in good working order and not needing replacement.

The following form of bid guarantee, as indicated below, is herewith enclosed, representing 5% of the amount of the Total Bid, including Alternates, payable to the Owner:

Certified Check \_\_\_\_\_ Bid Bond \_\_\_\_\_

It is agreed that this bid may not be withdrawn for a period of 60 days. The Owner reserves the right to waive any irregularities, reject any or all bids or accept the bid that in the opinion of the Owner will serve the best interest of the Owner.

Guaranteed Maximum percentage of mark-up values on change orders including Overhead, profit, bond, insurance, wage rates, and equipment rates for BOTH prime contractors and subcontractors will not more than \_\_\_\_\_%.

The undersigned agrees, if awarded the contract, to commence construction immediately and to complete work as noted in Division #1. (Notes: See Supplemental and Special conditions for Liquidated Damages and Instructions to Bidders for Architect's Inspections and Additional Services.)

**PROPOSAL FORM**  
(Submit in Duplicate)

**SUB-CONTRACTORS** - The undersigned submits for your approval herewith as a condition of being awarded the contract, the **separately attached list** of Contractors to whom it is proposed to let portions of this work, agreeing in every way to be responsible for the work, materials, equipment and supplies furnished by each and all of them. **A tentative list shall be submitted with bid and confirmed/verified no later than 24 hours after bid opening.**

**SUBSTITUTIONS** - The following is a list of manufacturers or trade names of substitute materials and equipment, which the undersigned submit for consideration, guaranteeing the same to conform to exact requirements of the specifications. The additions, deductions or no-charge figures indicated are separate from and not part of the proposal. **A tentative list shall be submitted with bid and confirmed/verified no later than 24 hours after bid opening.**

Item	Substitute Mfr./Trade Name	Add	Deduct	No Charge
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

**FAMILIAL DISCLOSURE** – As required by the State of Michigan, and included as part of this proposal, shall be an Affidavit for Statement Regarding Familial Relationship, completely filled out and signed.

**IRAN ECONOMIC SANCTIONS ACT COMPLIANCE** - As required by the State of Michigan, and included as part of this proposal, shall be an Affidavit of Compliance of the Iran Economic Sanctions Act, Michigan Public Act No. 515 of 2012, completely filled out and signed.

**BIDDER'S COMPLIANCE ASSURANCE**- Sign in the space provided below to confirm that you have read, understand, and will comply with the requirements as stated in this project manual, including, but not limited to the sections dealing with the following: (1) criminal/security checks/records and, (2) Qualification of Bidders.

(PLEASE PRINT OR TYPE)

Date _____	Firm _____
Address _____	By _____
_____	Signature _____
Phone _____	Title _____
Email _____	Fed. Tax ID _____

STATEMENT REGARDING FAMILIAL RELATIONSHIP

AFFIDAVIT OF \_\_\_\_\_

(insert name of affiant)

STATE OF \_\_\_\_\_) SS:

COUNTY OF \_\_\_\_\_)

\_\_\_\_\_ makes this Affidavit under oath and states as follows:

(insert name of affiant)

- 1. I am a/the: [checkbox] President [checkbox] Vice-President [checkbox] Chief Executive Officer [checkbox] Member [checkbox] Partner [checkbox] Owner [checkbox] Other (please specify) \_\_\_\_\_

of \_\_\_\_\_, a bidder on a construction project for (insert name of contractor)

Monroe Public Schools that involves, at least in part, construction of a new school building or an addition to or repair or renovation of an existing school building or other facilities.

- 2. I have personal knowledge and/or I have personally verified that the following are all of the familial relationships existing between the owner(s) and the employee(s) of the aforementioned contractor and the school district's superintendent and/or board members: (leave blank if none)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 3. I have authority to bind the aforementioned contractor with the representations contained herein, and I am fully aware that the school district will rely on my representations in evaluating bids for the construction project.
4. I declare the above information to be true to the best of my knowledge, information and belief. I could completely and accurately testify regarding the information contained in this affidavit if requested to do so.

\_\_\_\_\_ (signature of affiant)

Dated: \_\_\_\_\_

Subscribed and sworn before me in \_\_\_\_\_ County,

\_\_\_\_\_, on the \_\_\_ day of \_\_\_\_\_, 20\_\_\_. (state)

\_\_\_\_\_ (signature)

\_\_\_\_\_ (printed)

Notary public, State of \_\_\_\_\_, County of \_\_\_\_\_

My Commission expires on \_\_\_\_\_

Acting in the County of \_\_\_\_\_

**AFFIDAVIT OF COMPLIANCE**  
**IRAN ECONOMIC SANCTIONS ACT**

Michigan Public Act No. 517 of 2012

**AFFIDAVIT OF \_\_\_\_\_**  
(insert name of affiant)

STATE OF \_\_\_\_\_ ) SS:

COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_ makes this Affidavit under oath and states as follows:  
(insert name of affiant)

1. I am a/the:
- President
  - Vice-President
  - Chief Executive Officer
  - Member
  - Partner
  - Owner
  - Other (please specify) \_\_\_\_\_

of \_\_\_\_\_, a bidder on a construction project for  
(insert name of contractor)  
Monroe Public Schools that involves, at least in part, construction of a new school building or an addition to or repair or renovation of an existing school building or other facilities.

2. I personally certify, represent and warrant that the Bidder (including its officers, directors and employees) is not an "Iran Linked Business" within the meaning of the Iran Economic Sanctions Act, Michigan Public Act No. 517 of 2012 (the "Act"), and that in the event the Bidder is awarded a Contract as a result of the aforementioned Advertisement for Bids, the Bidder will not become an "Iran Linked Business" at any time during the course of performing under the Contract.

The Bidder further acknowledges that any person as that term is defined in Section 2(f) of the "Act" who is found to have submitted false certification is responsible for a civil penalty of not more than \$250,000.00 or 2 times the amount of the Contract or proposed Contract for which the false certification was made, whichever is greater plus the cost of the Owner's investigation, and reasonable Attorney fees in addition to the fine. Moreover, any person who submitted a false certification shall be ineligible to bid on an Invitation to Bid or submit a proposal as to any Request for Proposals for a period of three (3) years from the date that it is determined that the person has submitted the false certification.

3. I have authority to bind the aforementioned contractor with the representations contained herein, and I am fully aware that the school district will rely on my representations in evaluating bids for the construction project.
4. I declare the above information to be true to the best of my knowledge, information and belief. I could completely and accurately testify regarding the information contained in this affidavit if requested to do so.

\_\_\_\_\_  
(signature of affiant)

Dated: \_\_\_\_\_

Subscribed and sworn before me in \_\_\_\_\_ County,  
\_\_\_\_\_, on the \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(insert state)

\_\_\_\_\_ (signature)

\_\_\_\_\_ (printed)

Notary public, State of \_\_\_\_\_, County of \_\_\_\_\_

My Commission expires on \_\_\_\_\_

Acting in the County of \_\_\_\_\_

## Project Schedule

This reflects an anticipated project schedule for this construction project. Contractors shall familiarize themselves with this schedule and note any conflicts on the proposal form. The project schedule will be reviewed, coordinated, and finalized at the contractor/owner pre-construction meeting.

<b><u>Description</u></b>	<b><u>Date</u></b>
Out for Bids	March 16, 2026
Mandatory Pre-bid Meeting	April 1, 2026 at 3:00 pm
Official Bidders List	April 3, 2026
Bids Due	April 15, 2026 at 3:00 pm
Post Bid Interviews	April 15-21, 2026
Architect Recommendation	April 22, 2026
Owner Awards Project	April 28, 2026
Notice to Proceed Letters	April 29, 2026
All Shop Drawing Reviews Complete	June 10, 2026
Pre-Construction Meeting	June 10, 2026 – Time and place TBD
Physical Construction	June 15, 2026 – August 14, 2026
Substantial Completion	August 14, 2026
Owner Move-in Date	August 19, 2026
Final Completion	September 14, 2026



Kohler Architecture, Inc.  
1110 West Front Street  
Monroe, MI. 48161  
(734)242-6880

Files: \26107 Project Schedule

**SECTION 002113  
INSTRUCTIONS TO BIDDERS**

**INVITATION**

**1.01 PROPOSAL SUBMISSION**

- A. Bids signed and sealed, executed, and dated will be received per the Advertisement for Bids.
- B. Submit required Supplements To Bid Forms within 24 hours after closing time for receiving bids.
- C. Amendments to the submitted offer will be permitted if received in writing prior to bid closing and if endorsed by the same party or parties who signed and sealed the offer.

**1.02 INTENT**

- A. All work specified in this project manual shall be bid as one package. The prime contractor (assumed Plumbing Contractor) shall be responsible to assemble and collect all parts, materials, equipment, labor, etc. as required for a complete finished installation at completion. Included shall be architectural (patching, demolition, finishes, roofing, etc.) mechanical, electrical, plumbing, and all other related trades as required for a complete project.

**1.03 CONTRACT TIME**

- A. The bidder, in submitting an offer, will perform the Work within the time stated in Section 001300 - Project Schedule.

**BID DOCUMENTS AND CONTRACT DOCUMENTS**

**2.01 CONTRACT DOCUMENTS IDENTIFICATION**

- A. All work shall be performed under this contract as described in this project manual as prepared by Kohler Architecture, Inc. Included, but not limited to are; Title Sheet, Index, Advertisement for Bids, Bid Proposal Form, Instructions to Bidders, Certificate of Insurance, Specifications - All Divisions, Drawings, etc.

**2.02 AVAILABILITY**

- A. Electronic pdf copies will be available for viewing and/or downloading at no cost from the Monroe Public Schools website at <https://bids.monroe.k12.mi.us>. Hard copies of plans and specifications may be purchased for \$150.00 for each set from the office of Kohler Architecture, Inc. located at 1118 West Front Street, Monroe, MI., 48161. These are the official and only recognized places that addenda and other information regarding this project will be posted.
- B. The project will be advertised on the Bid4Michigan.com website and at Builders Exchange of Michigan, Lansing, MI; Construct Connect (formerly CMD), Norcross, GA; Construction Association of Michigan, Bloomfield Hills, Mi.; Dodge Data & Analytics. Cincinnati, OH.
- C. Bid Documents are made available only for the purpose of obtaining offers for this project. Their use does not grant a license for other purposes.

**2.03 EXAMINATION**

- A. Bid Documents may be viewed at the office of Architect.
- B. Upon receipt of Bid Documents verify that documents are complete. Notify Architect should the documents be incomplete.
- C. Immediately notify Architect upon finding discrepancies or omissions in the Bid Documents.
- D. Each bidder shall examine all drawings, specifications and all other data or instructions pertaining to the work. No plea of ignorance of conditions that exist or of difficulties of conditions that may be encountered, or of any other relevant matter concerning that work to be performed in the execution of the work will be accepted as an excuse for any failure or omission on the part of the Contractor to fulfill every detail of all the requirements of the contract documents, governing the work. The bidder, if awarded the contract, will not be allowed extra compensation by reason of any matter or thing concerning which such bidder might have fully informed himself prior to bidding.

## 2.04 INQUIRIES/ADDENDA

- A. Addenda may be issued during the bidding period. All Addenda become part of Contract Documents. Include resultant costs in the Bid Amount.
- B. If any person contemplating submitting a bid is in doubt as to the true meaning of any part of the plans or specifications, or other proposed contract documents, or requesting a change, they shall submit to the Architect a written request for interpretation which shall be delivered to the Architect at least (7) days before the opening of bids. Any interpretation of the proposed documents will be made only by an addendum duly issued.
- C. Such addendum will be posted in the same manner as original bid documents. If after the pre-bid meeting and approved bidders are known, notice of such addendum may be emailed to each approved bidder. It shall be the bidder's responsibility to make inquiry as to addenda issued. Any addendum issued during the time of bidding shall be included in the bid, and in closing a contract will become a part thereof.
- D. Any verbal information obtained from or statements made by representatives of the Owner or Architect at the time of examination of the contract documents or site shall not be construed as in anyway amending the contract documents. Only such corrections or addenda as are issued in writing to all bidders shall become a part of the contract. Neither the Owner nor the Architect will be responsible for verbal instructions. Verbal answers are not binding on any party.

## 2.05 VOLUNTARY SUBSTITUTIONS

- A. For a bid proposal to be accepted by the Owner, and considered for contract award, it must contain costs to perform the work exactly as specified. The bidder is required to perform all work, all materials, etc., as specified. Voluntary substitutions may be listed in the bid proposal by the bidder but will only be considered if the Contractor first bids on the work as specified. The bidder must be considered the lowest bonafide, qualified, bidder in the base specified bid before the voluntary substitution is considered.
- B. If a bidder feels a product, assembly of products, or an equal solution is available to perform the same design intent, he shall contact the Architect for review and if approved, will be issued in an addendum as described elsewhere, as an "approved equal".

## SITE ASSESSMENT

### 3.01 SITE EXAMINATION

- A. The bidder shall carefully examine the site of each project and surrounding territory, the means of approach to the site and the structure of the ground and make all necessary investigations required to inform himself thoroughly and fully as to facilities for delivery, storing, placing and handling of materials and equipment and to inform himself fully as to all difficulties that may be encountered in the complete execution of all work in accordance with the contract documents.
- B. For making appointment to visit the site and enter the building, bidders should contact:  
**Deanna Rincon, Operations and Technology Coordinator, Monroe Public Schools,  
1275 N Macomb Street, Monroe, MI 48162 (Phone 734-265-3150)**

### 3.02 MANDATORY PRE-BID MEETING

- A. A mandatory pre-bid meeting will be held at the time and place noted in the Advertisement for Bids. This meeting is for the Prime Contractors, (NOT Sub-Contractors), to gain knowledge about the project and submit proof of qualifications. The Architect's Project Manager, will be at this meeting to collect proof of qualification documentation, clarify the bidding procedures, scope of work, identify any items of concern and answer questions from the Bidders for their preparation and submission of representative competitive bids. It is the Contractor's responsibility to assure the Architect has been furnished all necessary documentation as listed below at or prior to this meeting. The Architect will assemble a list of bidders within seven days after the mandatory pre-bid meeting. The list will be limited to Contractors who attend the entire pre-bid meeting, have signed an official attendance list, and meet the minimum Contractor qualifications as listed in the Instructions to Bidders, and the Advertisement for

Bids. **Bids submitted by Contractors who are not on the approved bidders list or do not meet these pre-bid requirements will not be opened and will be returned to the bidder.**

- B. See Contractor Requirements Section for list of Qualifications to be delivered to the Architect, **at or before**, the Mandatory Pre-Bid Meeting:

## CONTRACTOR REQUIREMENTS

### 4.01 EVIDENCE OF QUALIFICATIONS

- A. The following is a list of items to be delivered to the Architect, at or before, the Mandatory Pre-Bid Meeting:
1. Contractor's Qualification Statement - AIA A305 Current edition (copies available from the AIA, [www.documentsondemand.AIA.org](http://www.documentsondemand.AIA.org)) setting forth previous experience, references, physical plant and equipment possessed, description of organizations, financial resources, conformance with special requirements, qualification statement and such other evidence as may testify to his ability to carry out the contract..
  2. List of Job References for minimum 5 similar (type/size) projects with current contact names and phone numbers providing company experience.
  3. Resumes of key personnel including Project Manager and Project Superintendent providing individual's name, address, current driver's license or legal photo I.D, trade classification, years of trade experience and years employed by contractor.
  4. Equipment list providing physical plant and equipment possessed.
  5. Other such evidence as may testify to the Contractor's ability to carry out the contract.

### 4.02 SPECIAL REQUIREMENTS

- A. All Contractors and Sub-Contractors shall comply with the following conditions:
1. The main office of all Contractors, Sub-Contractors, and other bidders shall be located within approximately a fifty (50) mile radius from the job site.
  2. The Contractor and their Sub-Contractors shall give preference to using local firms for labor and materials where practical without sacrificing the quality, time schedule and cost of the project. Local is defined as that available within the boundaries of Monroe County.
  3. The Owner expects the Contractor to utilize local Sub-Contractors and suppliers when all other factors are similar and when it would serve the Owner's best interest. Other factors that will be used in awarding a contract include cost, past projects and performance, time schedule, qualifications, credit/financial history, bonding capability, etc.
  4. Contractor's Qualifications:
    - a. Experience - The Prime Contractor shall have been in business under its present name and ownership for the last five (5) years. The Prime Contractor shall have completed a minimum of five (5) projects similar to this project, in type and size, using the materials and manufacturers as herein specified.
    - b. Personnel - The Prime Contractor shall have a minimum of (3) regular full-time employees (Estimators, Superintendents, Laborers, etc.) on his company payroll that are qualified with the appropriate skills to perform the work specified. This excludes Owners/Officers of the company.
    - c. Project Superintendent - Shall be sufficiently experienced to coordinate and be responsible to direct all workers and Sub-Contractors in the installation of the work and for taking instructions from the Owner/Architect. **The Project Superintendent shall be on the job site at all times that construction is in progress.** He shall also be responsible to up-date an accurate "As-Built" drawing of all trades on a daily basis to be submitted to the Architect at job completion.  
The same Superintendent shall remain on the job from beginning to end, unless written approval is given by the Architect, in advance. This is to avoid additional costs the Owner will incur should the Architect have to repeat directives, review changes, or any other additional services required to get the replacement Foreman educated with the project's details and scope.
    - d. Franchised Installer - The Prime Contractor, or any Sub-Contractor shall be franchised and approved by the manufacturer of the components, or system, which is

to be installed for the last five (5) years. Contractor shall submit a letter from the component manufacturer, stating this Contractor's previous performance rating of installation of the component on the last ten (10) completed projects.

- e. Equipment - The Prime Contractor shall possess sufficient equipment, tools, safety items, etc., to properly install the work and to ensure the necessary security and safety of the job site, the workers and the occupants.
5. As all of the above items are essential conditions for awarding a contract, the three lowest bidders shall submit the following required items no later than twenty-four (24) hours following the bid opening:
- a. Finalized Sub-Contractor list with each worker's name, address, social security number, trade classification, years of trade experience and years employed by Sub-Contractor. See other Divisions of these specifications that may set ratios of apprentices to journeymen.
  - b. Anticipated material supplier list.
  - c. Guaranteed Maximum percentage of mark-up values on change orders including Overhead, profit, bond, insurance, wage rates, and equipment rates for BOTH prime contractors and subcontractors.

If the Owner awards a contract, sub-contractors shall not be changed by the Contractor unless approved in writing by the Owner. Request for changes shall be submitted by the Contractor, stating the reason(s) for the change, along with all supporting documentation.

- 6. Any bidder not in agreement or conformance with these conditions shall request a waiver at the time of submitting the bid. Otherwise if a contract is awarded to a Contractor not requesting a waiver, the Contractor will be required to conform as specified.
- 7. The contractor shall not employ and shall not subcontract with a subcontractor of any degree that employs, an individual required to be registered under Article 2 of 1994 PA 295, as amended, who will be assigned to work within a student safety zone, as that term is defined in 1994 PA 295, as amended.

Neither the contractor nor subcontractor thereof of any degree shall assign to the Owner's Project any individual, and the Owner shall not allow any individual, to regularly and continuously work under contract in any of the Owner's schools if the reports on an individual's criminal history or criminal records check have not been received or if those checks would disclose or do disclose that individual has been convicted of a felony other than a "listed offense" as that term is defined in Section 2 of the Sex Offenders Registration Act, 1994 PA 295, as amended, or which disclose that individual has been convicted of a felony other than a "listed offense" unless the Superintendent and the Board of the Owner each specifically approve of the work assignment in writing. Additionally, the contractor agrees that it shall not assign any of its employees, agents or other individuals to perform, and shall not permit any of its subcontractors to assign personnel to perform, any services under this Agreement where such individuals would regularly and continuously work in the school district's facilities or program sites if such person has been convicted of any of the following offenses:

- a. Any "listed offense" as defined under Section 2 of the Sex Offenders Registration Act, MCL 28.722; or
- b. Any offence that would, in the judgment of the Board, create a potential risk to the safety and security of students served by the school district or employees of the school district; or
- c. Any offense enumerated in Sections 1535a (1) or 1539b of the Revised School Code, MCL 380.1535a(1) or MCL 380.1539b; or
- d. Any offense of a substantially similar enactment of the United States or another State.

Any personnel of the contractor or of the subcontractors thereof of any degree that have been charged with any of the above-referenced crimes shall immediately report that circumstance to the Owner's superintendent and shall not be permitted to work in any of the schools of the Owner during the pendency of the prosecution associated with such charge(s). The Owner reserves the right to refuse contractor's assignment

of any individual, agent or employee of the contractor or subcontracted personnel of any degree to render services under this Agreement where the criminal history of that individual (including any pending charges) indicate, in the school district's judgment, unfitness to perform services under this Agreement. Violation of the above by the contractor or a subcontractor thereof shall be a basis for immediate termination of this Agreement. The contractor shall require language similar to the above in all of its agreements and/or contracts with its consultants, subcontractors, suppliers and materialmen of any degree.

8. Any and all personnel of the contractor, any subcontracted personnel, and/or any suppliers thereof of any degree, assigned to regularly and continuously work under contract in any of the Owner's schools shall be required to submit a signed Conviction Disclosure Form and a legal photo identification for a background check before being allowed on the construction site. (Copy of form included at end of this Division).
9. Contractor shall submit a signed and notarized copy of the Statement Regarding Familial Relationship with his Bid Proposal. (Copy of form included in bid specification packet.)
10. Contractor shall submit a signed and notarized copy of the Affidavit of Compliance Iran Economics Sanctions Act with his Bid Proposal. (Copy of form included in bid specification packet.)

## **BID SUBMISSION**

### **5.01 DEPOSIT AND OPENING OF BIDS**

- A. Proposals shall be submitted and delivered in opaque envelopes addressed to **Bid Location** and clearly marked **Proposal**. There shall also appear name and address of the bidder.

### **5.02 PREPARATION OF PROPOSALS**

- A. Proposals shall be prepared only on the form provided by the Architect, and all spaces left for the purpose shall be fully filled in. All designations and prices shall be fully and clearly set forth, with the amount of the bid stated in words and repeated in figures. In case of variations the worded amount shall prevail. Erasures or other changes in the bid shall bear the signature of the bidder. Proposals must be signed.
- B. The bids shall be on the basis of guaranteed sum. Bidders should not add any conditions or qualifying statements, the proposal shall not contain any added recapitulation of the work to be done nor will oral, electronic or telephonic modifications of the work be considered, as otherwise the proposal may be declared irregular.

### **5.03 BID PROPOSAL CLARIFICATIONS**

- A. Bidders shall submit prices for each proposal, alternate, unit price, or other requested bid amount. Bidders may elect not to bid the Alternate prices but may jeopardize their chances of being awarded a contract. The Owner has the right to award contracts to the bidder on the basis of any combination of base bid and alternate plus any unit prices or other bid amounts that best serves the Owner's best interest.
- B. The alternate numbering system does not reflect any priority. The Owner may select and award a contract on the basis of which alternates are in their best interest.
- C. In the case where several separate Base Bid Proposals are requested, the Owner may award contracts on the basis of these proposals or a combined bid, to one Contractor or several Contractors, whose bid(s) serves the Owner's best interest. If the Base Bids are an either/or selection, the Owner may choose the Proposal (Base Bid or Optional Bid) that serves their best interest.

## **BID ENCLOSURES/REQUIREMENTS**

### **6.01 BID GUARANTEES**

- A. No proposal will be considered unless it is accompanied by the bid guarantees as stated in the official Advertisement for Bids. Guarantees may be in the form of a certified check or a standard form of bid bond by a corporate surety licensed to underwrite bids in the State of

Michigan (facsimile copies are not acceptable). Guarantee shall be in the amount of five percent (5%) of the amount of the bid submitted, or in the case of separate and combined bids, five percent (5%) of the total of the separate bids. Amount shall include Base Bid plus all Alternates. Guarantees shall be drawn in favor of the Owner.

## **6.02 RETURN & FORFEITURE OF BID GUARANTEES**

- A. The bid guarantees of all except the three lowest Bidders will be returned within fifteen days after the opening of bids. The guarantees of the three lowest bidders will be returned within three days after the executed contract and bonds have been finally approved by the Owner.
- B. In the event of the successful bidder refusing to enter into contract, or failing to execute the contract and bonds within ten (10) days after formal notification of award of contract, then a sum not to exceed five percent (5%) of the amount of the bid shall be forfeited to the Owner due to lack of performance and as liquidated damages.

## **OFFER ACCEPTANCE/REJECTION/WITHDRAW**

### **7.01 RIGHT RESERVED BY OWNER**

- A. The Owner reserves the right to waive any irregularities, reject any or all bids, or accept the bid that in the opinion of the Owner will serve the best interest of the Owner. The Owner also reserves the right to reject the bid of any bidder who has previously failed to perform properly, or to complete on time contracts of a similar nature, or who is not in a position to perform the contract, or who has habitually and without just cause neglected the payment of bills or otherwise disregarded his obligations to Sub-contractors, Material Men or Employees.
- B. The ability of a bidder to obtain a performance bond shall not be regarded as the sole test of such bidder's competency or responsibility.

### **7.02 ACCEPTANCE OF OFFER**

- A. After acceptance by Owner, Architect on behalf of Owner, will issue to the successful bidder, a written Notice To Proceed.

### **7.03 WITHDRAW OF PROPOSALS**

- A. Any bidder may withdraw his bid at any time prior to the hour and date specified for openings. No bidder may withdraw his proposal for **Sixty (60) days** thereafter. Negligence on the part of the bidder in preparing his bid confers no right of withdrawal or modification of his bid after such bid has been opened.

## **ARCHITECT'S SERVICES**

### **8.01 ARCHITECT'S BASIC SERVICES**

- A. The Architect will schedule and conduct a pre-construction meeting before work starts.
- B. The Architect will make job site visits on a scheduled basis (or) on a random basis, (approximately one per week), during the course of construction. He shall be provided with access to all areas of work to ensure construction is proceeding in accordance with the contract documents. The Contractor shall schedule all sample mock-ups, questions regarding the project, any special meetings for Architect's review and approval during this visit.
- C. The Contractor is responsible to notify the Architect 48 hours in advance for the following special visits:
  - 1. First day of job set-up to review material storage placements & general layout
  - 2. All excavations prior to backfill or concrete placement & during testing, after demolition, but before new materials are installed, to view concealed job conditions.
  - 3. To review/approve all samples of construction before Contractor continues with the work. Sample areas may be described in other Divisions of the Specifications - this may also include special visits by manufacturers of systems.
  - 4. When observations/reviews/approvals are made by representatives of Manufacturers and Suppliers
  - 5. The Contractor shall submit a notice of completion letter to the Architect in writing when all work is complete and ready for a punch list. Under the normal services, the Architect will

make (1) punch list visit, (1) re-punch and (1) random final check. The initial punch list will be made by the Architect in the presence of the Contractor and the Owner to determine what items may need corrections and if the project is substantially complete. One week's advance notice is required.

The punch list will be written up by the Architect and describe general and/or specific items in general locations. It is the Prime Contractor's responsibility to also make a list of his own, dealing with the specifics and translate them to the proper Sub-Contractors.

If the Architect arrives at the job site and the project is not done and ready for a punch list, but rather a "to do list", the Architect has the right to leave and will only return when notice of completion is again received in writing. This process will use up (1) of the normal punch/re-punch visits.

The first re-punch and the final random re-punch visit shall again be requested in writing, similar in format to the initial punch list.

6. The punch and re-punch list include physical items in the field requiring completion, as well as paperwork items that must be submitted prior to job "close-out" and "final completion" as noted in the General/Special Conditions. Final payment can only be considered once all items are completed to the satisfaction of the Owner/Architect.

## 8.02 ARCHITECT'S ADDITIONAL SERVICES

- A. The contractor should review the special conditions for any applicable liquidated damages that apply for failure to meet "substantial" or "final completion" dates. In addition to these costs, or in the event that liquidated damages are not part of this contract, the contractor is responsible to reimburse the owner for the direct costs incurred for additional time by the architect, administrative/custodial staff, attorney, etc., when the project goes beyond the established dates and the cause of the delay is not beyond his control.
- B. The Contractor will be responsible to pay for all additional Architectural services, including all special visits requested by the Contractor to resolve problems that are due to the lack of performance by the Contractor. Examples of certain circumstances which will cause the Contractor to incur additional Architectural service fees include, but are not limited to the following:
  1. Shop drawing submittals that are rejected due to being incomplete or for submitting on materials other than as specified and noted on the Bid Proposal Form.
  2. Contractor elects to use more than (1) Sub-Contractor for any trade that results in duplicate shop drawing submittals.
  3. Contractor requests a punch list in writing and Architect finds the work incomplete.
  4. If the Contractor fails to complete all punch list items within the (3) punch/re-punch visits allowed, the costs for all additional punch list visits will be deducted from the final cost amount due to the Contractor to cover any Architect's, Owner's, or Attorney's additional services at their regular billing rate until the work is accepted by the Architect and Owner.
  5. Contractor installs other than approved materials, resulting in additional time incurred by Architect.
  6. Contractor changes job Foreman or fails to have job Foreman present on job when visited by the Architect, which requires Architect to educate new Foreman to job status or repeat instructions.
  7. Contractor's layout or installation is found to be significantly different than the design or shop drawings and the Architect is required to review, approve, or make extensive revisions.
  8. Contractor's failure to promptly correct or make good any problem that is part of this contract work and falls under the Contractor's responsibility to properly work as intended, either during the course of construction, or during the close-out period, all of which requires additional time by the Architect for reviews, observations, etc.
  9. All Architect's/Engineer's time to close out the project beyond the thirty (30) days after substantial completion, including making phone calls, writing letters, reviewing documents,

special close-out meetings, etc., unless a time extension has been approved with a signed change order.

10. Note: All additional time required by the Architect to resolve any of the above items will be back charged against the contract amount based on the Architect's/Engineer's current hourly rate and made payable to the Architect by the Owner. The Contractor shall be informed by the Architect within ten (10) days of any incident of any intent to invoke back-charges for additional Architectural services. It shall be the Contractor's responsibility to request in writing any estimates of additional costs to be incurred. Contractor's failure to respond to the estimate in a timely manner will be interpreted as Contractor's acceptance of all additional Architectural services for back-charges as summarized by the Architect.

**END OF SECTION**



**SECTION 007400  
SUPPLEMENTARY AND SPECIAL CONDITIONS**

**PART 1 GENERAL**

**1.01 CONTRACTS, BONDS AND INSURANCE**

A. Contract

1. The Architect will prepare the AIA Document A101-2017, Standard Form of Agreement Between the Owner and Contractor based on the bid amount agreed by the Owner. Successful bidders will be required to furnish bonds and insurance in accordance with the provisions of the General Conditions. Executed duplicate copies of bonds and insurance certificates will be required for each set of contract documents. On this project the Owner elects not to require "Project Management Protective Liability Insurance".
2. All conditions of all contract and sub-contracts for labor and material to be furnished on this work shall be as set forth in the General Conditions for Building Contracts, Form A-201-2017, latest edition of the American Institute of Architects. Where there is a difference between this project manual and Form A-201, this project manual shall govern. All Contractors and Sub-Contractors shall familiarize themselves with all conditions of this form and be bound by them. (Copies available from the AIA, [www.documentsondemand.AIA.org](http://www.documentsondemand.AIA.org), at cost.)

B. Guarantee Bonds:

1. Article 11.5 of the General Conditions shall be supplemented as follows:
  - a. "Prior to signing the contract, Contractor shall pay the premium for and furnish Performance Bond in the full amount of the contract price to cover faithful performance of the contract, and a Labor and Materials Bond in full amount of contract price to cover payment of all obligations arising thereunder. Bonds shall be in such form as Owner may prescribe and with such sureties as he may approve."
2. In lieu of the Performance and Labor Bond as stated above, and if allowed in the bid advertisement and the project contract cost including Alternates, is under \$50,000.00, the Contractor may perform the work to the point of total completion before receiving any payments. The payment will be issued upon completion of all physical and paperwork. However, the Contractor's bid surety (certified check only of 5% of bid) will be held by the Owner until completion. On any work with a contract cost of \$50,000.00 or more, a 100% Performance/Labor Bond must be provided.
3. An irrevocable Letter of Credit from a local Monroe County banking institution in the amount of the contract is allowed in lieu of a Performance and Labor Bond. The irrevocable Letter of Credit must conform to standards of the "Uniform Customs and Practice for Documentary Credits, 1983 Revision, The International Chamber of Commerce Publication No. 400".

C. Insurances:

1. Article II of the General Conditions shall be supplemented as follows:
  - a. "Insurance shall be written for amounts as required by law or not less than the following limits of liability" for personal and property losses:

General Aggregate	= \$2,000,000.00
Product and Completed Operations Aggregate	= \$2,000,000.00
Personal & Advertising Injury	= \$1,000,000.00
Each Occurrence	= \$1,000,000.00
Medical Expense	= \$ 5,000.00
Automobile - Owned/Non-Owned	= \$ 1,000,000.00
  - b. The Owner shall provide and pay the premium for Owner's liability and builders risk insurance.
  - c. Contractor shall provide certificates of coverage for necessary unemployment insurance, workman's compensation, etc., as required by the State of Michigan and the Federal Government.

- d. Contractor shall provide and pay the premium to add the Owner and Architect as additional insured to the insurance coverage for this work (See this section for Hold Harmless / Indemnify). (This is to cover any claims against Owner/Architect due to Contractor's negligence.)
- e. Only Certificates of Insurance Certified using Accord Form #25-S (7-90) will be acceptable. All insurance shall be carried with companies authorized to do business in the State of Michigan and which are satisfactory to the Owner. See sample certificate at end of "Instruction to Bidders".
- f. The insurer shall agree to notify the project Owner prior to termination, or reduction of any insurance coverage. The certificate shall include the following statement, "30 Day Notification in Case of Cancellation", and shall contain no disclaimers.
- g. The Contractor shall require his Sub-Contractors who are not protected under his liability and workman's compensation insurance to purchase and maintain their own insurance of the same types and limits as is required of the Contractor.

#### **1.02 EXAMINATION OF SITE, MEASUREMENTS & LEVELS:**

- A. Bidders shall visit the site of the work, compare the drawings and specifications with any work in place, and inform themselves of all conditions, including other work, if any, being performed. Failure to visit the site will in no way relieve the successful bidders from the necessity of furnishing any materials or performing any work that may be required to complete the work in accordance with the contract documents without additional cost to the Owner.
  1. Each Contractor shall be responsible for the correct installation of his work to comply with the plans and specifications.

#### **1.03 GENERAL CONTRACT**

- A. Local Labor & Materials - Each Contractor shall give preference to the employment of local labor and the purchase of materials locally where same are available at prices equivalent to those obtainable elsewhere.
- B. Current Laws - The Contractor shall keep himself fully informed of all laws and municipal ordinances and regulations in any manner affecting those engaged or employed in the work, and all orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. He shall, at all times, observe and comply with all such current laws, ordinances, regulations, orders and decrees which are effective during the progress of the work; and shall protect and indemnify the Owner and its officers and agents against any claim or liability arising from or based on the violations of any such law, ordinances, regulation, order or decree, whether by himself, his Sub-contractors, or his employees.
- C. Collusion - If at any time it shall be found that the person, firm, or corporation to whom the contract has been awarded has, in presenting any bid or bids, colluded with any other party or parties, then the contract so awarded shall be null and void, and the Contractor and his sureties shall be liable to the Owner for all loss or damage which the Owner may suffer thereby and the Owner may advertise anew for bids and said work.
- D. Responsibility - The Contractor is primarily responsible for all work. He shall coordinate all Suppliers, Sub-Contractors, etc., that he may contract work with. He shall notify all Sub-Contractors in advance to avoid any unnecessary delays. The Contractor shall assume responsibility for the general charge and security of the building within the contract limits until it is accepted by the Owner. Contractor shall be responsible for maintenance of his work until final acceptance by Owner, and shall take such measures as necessary to ensure adequate protection of equipment and materials during delivery, storage, installation, start-up, temporary operation and shut-downs and any damage, vandalism, thievery, etc., to stored, or installed materials or any part of this construction.
- E. General/Prime Contractor's Responsibility - It is the General Contractor's responsibility to provide and install all items specified in this contract, to assemble and collect all parts, materials, equipment, labor, etc. as required for a complete finished installation. Where these documents state, for clarification purposes that the work or item is to be completed by certain trades or Sub-contractors, (i.e. Mechanical or Electrical Contractor), it shall be referenced only

to those related divisions. These specifications and drawings do not control the Contractor in dividing the work among his workers, Sub-contractors, suppliers, etc., or in establishing the extent of work to be performed by any trade.

- F. Lay Out - The Contractor shall immediately locate all general reference points and take such action as is necessary to prevent their destruction; lay out his work and be responsible for all lines, elevations and measurements of buildings, grading, paving, utilities and other work executed by him under the contract. He must exercise proper precautions to verify figures shown on drawings before laying out work and will be held responsible for any error resulting from his failure to exercise such precaution.
- G. Cooperation & Courtesy - There must be complete co-operation between all Contractors, as well as between Contractor and Sub-Contractor, to insure satisfactory performance of all work. Foul language, alcoholic beverages and illegal or controlled substances/drugs will not be allowed by anyone under the control of this Contractor. Tobacco usage will also not be allowed where prohibited by law or by the Owner's wishes/policies. Courtesy must be exercised towards the owner, their staff and customers, deliverymen, etc., at all times.
- H. Skilled Labor - All labor on this project shall be done by skilled mechanics, qualified and competent to perform the best grade of workmanship in the trade of work being performed, such as a Roofer shall not perform finish carpentry or drywall work in an exposed location.  
Each Contractor and Sub-contractor shall provide a competent foreman at the job, who shall be responsible for taking instructions from the Architect and directing and installation of the Contractor's work.
- I. Equal Opportunity - It shall be understood that the Contractor shall comply with the State Policy of Equal Employment Opportunity established by the Michigan Civil Rights Commission. The following Civil Rights Laws must be conformed to:
  - 1. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C., Section 2000d et seq., which prohibits discrimination on the basis of handicap in programs and activities receiving Federal financial assistance
  - 2. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C., Section 794, which prohibits discrimination on the basis of handicap in programs and activities receiving Federal financial assistance.
  - 3. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C., Section 1681 et seq., which prohibits discrimination on the basis of sex in education programs and activities receiving Federal financial assistance.
  - 4. The Age Discrimination Act of 1976, as amended, 42 U.S.C., Section 6101 et seq., which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance.
- J. Hold Harmless/ Indemnify Clause - The Contractor agrees to comply with all laws and regulations applicable to the work to be performed and will indemnify, defend and save harmless the Owner and Architect and said property from damage which may arise as a result of the work performed and list each on certificates of insurance as additional insured, if Project Management Protective Liability Insurance is not provided.
- K. Shop Drawings & Data Sheets - Submit shop drawings per 013000 - Administrative Requirements for review by the Architect. A copy of all shop drawings shall be kept at the job site by the Contractor. The Contractor shall review and stamp approved, note changes, etc., before submitting to the Architect.

Shop drawings are not contract documents. Their purpose is to demonstrate the way the Contractor proposes to conform with the information given on the Architect's drawings. Shop drawings shall be submitted on all pre-manufactured items, custom fabricated components, any individual component that fits with or into another component to form the entire assembly, or on items specifically specified in certain divisions.

The Contractor, his Sub-Contractor and Supplier shall be responsible to determine and verify all materials, field measurements and field construction data, prior to submittal to the Architect.

The Architect's review is only for the limited purpose of checking conformance with information given and the design concept expressed in the contract documents. The Architect's review is not conducted for the purpose of determining the accuracy and completeness of details, such as dimensions, quantities and the assembly of specific components to work as a whole. The Architect is also not responsible for any safety precautions, construction means, methods, techniques, sequences or procedures.

It shall also be the responsibility of the Contractor, his Sub-Contractor or Supplier to work from a full set of contract documents in preparation of the shop drawings, so that each part or component will work with those parts as furnished or fabricated by others, so that the assembled whole works together as intended.

Shop drawings shall be submitted to the Architect early enough to allow adequate ordering, fabricating and delivery to the job site. Once received by the Architect the shop drawings will be returned to the Contractor in a timely manner. For estimating purposes and fitting into the job progress construction schedule, the following estimates of time may be used: Engineered reviewed drawings - 14 days; in-house Architectural reviewed drawings 7-10 days. Failure by the Contractor to submit enough in advance to the Architect in no way relieves the Contractor from completing the work in the time frame specified. The Contractor relieves the Architect of all responsibility and liability should he proceed with construction, fabrication or delivery of the specified part(s) without obtaining the Architect's review first.

Data sheets, manufacturer's specifications, picture cuts, etc., shall be submitted for all materials proposed to be used in this contract. All materials shall be asbestos free, 100%. No use of any materials, glues, sealants, gaskets, etc., containing any trace of asbestos shall be used on this project. Data Sheets shall clearly state the product's composition, or that no asbestos is used.

All finish materials and/or their adhesives for securing to substrates, shall meet the A.D.A. (American Disability Act), as passed July 1990 and revised September 15, 2010 to regards to elimination of toxic/allergic chemical contamination via direct vapors/fumes, or when in contact with normal spilled materials and cleaning agents.

Submit at the beginning of the project an index sheet listing all proposed shop drawings to be submitted.

- L. As-Builts - The Contractor shall keep an accurate record of all deviations from the contract drawings and specifications. He shall neatly and correctly enter in pencil any deviations on the drawings affected and shall keep drawings available for inspection. Extra set of transparencies will be furnished for this purpose. Submit As-Builts per 013000 - Administrative Requirements and 017000 - Execution and Closeout Requirements for review by the Architect.
- M. Manuals & Brochures - The Contractor shall submit per 013000 - Administrative Requirements and 017000 - Execution and Closeout Requirements to the Architect at completion, maintenance manuals, instructions, parts, etc., of all items installed as part of this work. Include all warranties, application for extended warranties, etc. These items shall be submitted as shop drawings.
- N. Debris - All rubbish resulting from the work herein specified shall be removed from the premises as fast as it accumulates.

#### **1.04 DEFECTIVE WORK & GUARANTEE:**

- A. The Contractor shall maintain his work in good condition, and repair at his own expense any work or material which proves to be defective within one (1) year from the time of final payment. A specific time can be determined towards the end of job, but it is estimated as approximately thirty days after substantial completion. This shall not be construed to cover misuse or abuse. Submit the guarantee in writing to the Architect upon completion. Specific material, equipment, or special trade warranties and guarantees as noted in these specifications shall also be submitted in writing. All warranties shall be written using the format and language as in sample warranty listed at the end of this section. Included, but not limited to, shall be the following:
  - 1. All Sub-contractors shall submit a signed written warranty same as the general contractor.
  - 2. All warranties shall be addressed to the Owner, on Company's letterhead.

3. All equipment warranties shall start from date of project substantial completion in the phases noted – not the dates the equipment was installed or started up.
  4. All work under this contract, in addition to the roof, shall be watertight and leak proof throughout at every point, and in every area, for a period of (1) year from date of final payment, except where leaks can be attributed to damage caused by external forces beyond the Contractor's control. The Contractor shall immediately, upon written notification by the Owner, respond to the site to determine the source of water penetration and if found to be caused from faulty materials/workmanship resulting from this contract, repair or replace the item(s) or do any other work necessary to make watertight at his own expense.
  5. Contractor shall also, at his own expense, repair or replace, or reimburse the Owner for any damaged materials, finishes, and furnishings/contents damaged as a result of this water penetration, in order to return the premises back to the same condition prior to the water penetration.
  6. In addition to the warranties as stated in this manual, the Contractor shall comply with all other warranties referred to in any portions of the contract documents or otherwise provided by law or in equity, and where warranties are in conflict, the more stringent requirement shall govern.
- B. Neither the final certificate nor payment shall relieve the Contractor of responsibility for lack of conformance to the contract documents, lessening the quality of specified work or scope, errors, negligence, faulty materials or faulty workmanship within this contract, the period provided by law at the location of this project, or any special equipment/material warranties.
- C. The Contractor shall bear the cost of correcting mistakes, which by a reasonable check he could have avoided.
- D. The Contractor shall promptly remove from the premises all materials, whether worked or un-worked and take down and remove all portions of contract work demanded by the Architect or his representative as failing to conform to the contract.
- E. The Contractor shall promptly replace and re-execute the work in accordance with the contract and shall bear expense of same, together with the expense involved in making good all work of other Contractors destroyed or damaged by each removal or replacement. If the Architect deems it expedient to accept work injured or not done in accordance with the contract, the difference in value, making a full allowance for damage, shall be deducted from the contract sum if acceptable to the Owner.
- F. Each Sub-Contractor shall warrant that all work installed by his company, including that movable or adjustable, shall remain in good working order and agrees to remedy and correct and place in proper operating condition all such found not in good working order during the period of warranty unless such work has been abused or neglected by the Owner.

#### 1.05 DEFINITIONS:

- A. Architect - Shall be interpreted to mean **Kohler Architecture, Inc.**, or his authorized representative.
- B. Contractor - Shall be interpreted to mean the Prime Contractor who has a direct contract with the Owner. (assumed General Contractor)
- C. Owner - Shall be interpreted to mean **Monroe Public Schools**
- D. Sub-contractor - Shall be interpreted to mean any person or entity who has a direct contract with the Prime Contractor, either supplying labor or materials.

The Prime Contractor shall employ only (1) Sub-Contractor/Supplier for each trade/category of work for the entire contract, or in the case of multiple building/sites, (1) Sub-Contractor/Supplier in each trade/category for all sites/buildings. This improves coordination and project scheduling, reduces shop drawing and payroll reviews, and standardizes materials and installation.

- E. Substantial Completion - Shall be defined to mean when the Architect establishes in writing, based on his knowledge, observations and beliefs, that all necessary components are installed

for the project to be acceptable for the Owner's intended use and beneficial occupancy, including the Contractor obtaining governing agency approvals (City, Township, County, and/or State) on all permits issued on this project. The project must meet substantial completion no later than the date established elsewhere, unless amended by change order.

- F. Final Completion - Shall be defined to mean when all work, including completion of all punch list items, paper work has been submitted (guarantees, final waivers, as-builts, etc.) and the Architect approves the Contractor's final certificate for payment.

**1.06 SPECIAL CLARIFICATIONS:**

- A. Manufacturer's Specifications - All materials, items, equipment, etc., shall be installed in accordance with the manufacturer's specifications and recommendations when not otherwise specified. These specifications do not replace or override any installation manuals/directions. The installer shall provide all materials and perform all work that is needed for this application, whether specialized to this installation or not, as required and/or recommended by the manufacturer so as not to void any warranties and functions properly so that each component becomes part of the entire assembly.
- B. Where a material or installation is specified in these specifications and is in conflict with manufacturer's recommendations, the Contractor shall immediately notify the Architect before proceeding with the work. Failure to do so will place full responsibility upon the Contractor performing the work.
- C. Methods of Construction - The Contractor takes full responsibility and liability for the means and methods of construction to perform the work under this contract. The timing, scheduling and skill of workers and suppliers shall be coordinated prior to beginning any work. The type of equipment, installation, sequence, temporary provisions, etc., all as required to produce the finished product for a first-class installation shall be determined by the Prime Contractor. Any delays, errors, omissions or any other problems caused to the job by a change in Sub-contractors or suppliers, bad scheduling, lack of supervision, material deliveries, etc., shall be borne by the Prime Contractor.
- D. Changes - These drawings and specifications are provided to give the Contractor an understanding of the systems and materials to be installed under this contract. Where the scope of work or details are in conflict with job conditions, the manufacturer's specifications, manufacturer's guarantee, etc., they shall be modified as required by the Contractor. The Architect shall be notified prior to any change. When these details exceed the manufacturer's requirements and the guarantee, no change shall be made, unless so directed by the Owner or Architect, and the work shall be performed in strict accordance to these drawings and specifications.

When a change is initiated either by the Owner, Contractor or Architect, the Contractor shall submit a cost breakdown of the change for approval by the Architect and Owner, before proceeding with the work. Any change in completion date shall also be documented. A formal Change Order, signed by the Owner, Contractor and the Architect will follow to authorize the work to be done and the contract amount and/or completion date to be changed. A Change Order must be fully executed before including on pay requests.

- E. To insure the intent of the contract documents are being complied with and since the Architect is not providing full time inspection/observation services, the Contractor shall perform the following:
  - 1. On all demolitions, removals, excavations or existing concealed conditions, the Contractor shall certify that conditions found were as anticipated, or as specified in the contract documents. If the above conditions are closed-up, covered, or back-filled prior to notifying the Architect or prior to his scheduled inspection, the Contractor shall document with photos, measurements and/or sketches how the concealed conditions were constructed.
  - 2. Should the Contractor become aware of any deviations, unusual circumstances, cause for extra work, or other reasons he feels may have an effect, or cost change on this contract, he shall immediately notify the Architect for directions.

3. Contractor's failure to notify the Architect/Owner, prior to performing the additional work, accepts full responsibility for any extra costs, delays or non-acceptance by the Owner or Architect that may be produced or incurred to the contract.
- F. Discrepancies - Should the contract documents disagree (drawings and specifications), the better quality or larger quantity of materials or work shall be included in the bid and unless otherwise ordered in writing, shall be furnished by the Contractor.
- G. Standard Codes - Reference made to standard specifications or codes refer to latest edition unless otherwise noted. Such reference includes current addenda and errata, if any. All work shall meet or exceed all zoning and code requirements, including the current Michigan Building Code, or as adopted by the local building authority, and State Fire Marshal.
- H. Organization - The organization of the specifications into Divisions, Sections and Articles, and the arrangement of drawings shall not control the Contractor in dividing the work among Sub-contractors or in establishing the extent of work to be performed by any trade.
- I. Materials - Shall be new. Seconds or damaged materials will be rejected by the Architect, who reserves the right to disapprove and reject any materials proposed or installed, which in his opinion fail to meet quality standards specified. Contractor shall, at his expense, remove and replace with approved materials, any rejected materials.
- J. Labor - As noted elsewhere, it is the Prime Contractor's responsibility to keep the job moving according to the progress schedule and meet completion dates specified or stated in the Bid Proposal. Whether Workers/Sub-Contractors/Suppliers are union or non-union, default, quit, fail to perform, it is the Prime Contractor's responsibility to work out problems that may occur to keep on schedule and prevent any damages, delays, or disturbances caused to the Owner and/or job site.

#### **1.07 DAMAGE & REPAIRS TO SITE & BUILDING:**

- A. The site, building and furniture or equipment, including such items as walls, ceilings, floors, roofs, trees, drives, walks, curbs, gutters, paving, grade areas, etc., cut up or damaged during construction of this project shall be repaired or replaced in a neat and workmanlike manner, to the satisfaction of the Owner and Architect, by the Contractor responsible.
- B. The Contractor shall be responsible for the security, water tightness and systems operation of the building in areas of this work. Any vandalism, water damage, theft, electrical/mechanical damages, etc., to the building or its components or any stored or installed materials as part of this work, or furniture and equipment (ceilings, floors, walls, desks, computers, books, papers, etc.) shall become the Contractor's responsibility to restore (replace or repair) all items to their same condition as when the work started. Included, but not limited to, shall be all additional costs for Architects, Attorneys and Owner's staff time to clean up, document and resolve any damages or issues.

#### **1.08 PROGRESS PAYMENT:**

- A. Owner shall make payments on account, upon issuance of certificates of payment by the Architect, for labor and materials incorporated in the work and for materials suitably stored at the site, up to ninety percent (90%) of the value thereof. Properly documented invoices shall be submitted for all stored materials. Pay requests shall reflect only the work stored or completed at date of submittal to the Architect. No projections of cost for anticipated work beyond the submittal date will be allowed.
- B. Payments shall stop at 90% of the total contract, until project is SUBSTANTIALLY COMPLETE (Owner's use) and until governing agency (Governing Building Authority) has given approval. (See Substantial Completion definition in Section 1.1D-5)
- C. Final payment will be made when the work is FULLY PERFORMED and FINAL COMPLETION is achieved.
- D. Certain specialty construction projects are subject to other payment conditions, such as re-roofing, re-paving, etc. (see Special Payment Conditions at end of this Division, if applicable).
- E. Also see Instructions to Bidders for any other requirements.

### 1.09 LABOR RATES

- A. State Funded Projects
  - 1. On all State projects or state funded projects, the contractor shall abide by the minimum wage rates, employment standards, occupational classifications, etc., as issued by the State of Michigan, Department of Labor and Economic Opportunity, Wage and Hour Division.

### 1.10 TIME OF COMMENCING & COMPLETION:

- A. Contractor, upon award of contract, shall begin immediately to order materials so work can begin with no delays in material deliveries.
- B. All auxiliary Sub-contractors (Electrical, Carpentry, etc.) performing work under this contract at same time that Contractor is doing work, are obligated to commence, carry on, co-ordinate and complete their work in the various stages, so that the whole job will be accomplished in a scheduled manner and so that the Prime Contractor will be able to complete his work within completion time fixed.
- C. To assure that all materials are placed on order and their delivery to site does not cause any unnecessary delays, the Prime Contractor shall submit transmittals, or copies of purchase orders, confirmations from the Sub-Contractor or the Supplier, along with delivery dates to the Architect for his records. This information shall all be submitted at same time, along with a weekly bar graph progress schedule, as prepared by the Prime Contractor. All schedules, purchase orders, etc., shall be submitted and approved by the Architect before any contract work begins.
- D. For purposes of determining the date that contract may be awarded and for ordering materials, and submittal of shop drawings, the date of **April 28, 2026** shall be used.
- E. Physical Work shall begin as soon as weather permits starting **06-15-2026** so that the completion date is achieved. On site storage of materials before this date will only be allowed in a locked trailer at Contractor's expense and with Owner's advanced approval.
- F. All work on this project shall be "**Substantially Completed**" on or before **08-14-2026, at 5:00 P.M.**, or sooner as stated in the bid proposal by the bidder. See this Division regarding Liquidated Damages. All work, including punch lists, paper work, etc., as described for receiving final payment and termed "Final Completion" shall occur within thirty (30) consecutive days after the "Substantial Completion" date. (See Liquidated Damages Section for damages should dates not be met.)
- G. The above dates/schedules are based on current delivery of equipment, estimated man-hours, and anticipated weather conditions for the scope of work. Contractors shall verify availability of all materials during the bidding process and list on the bid proposal the manufacturers of equipment that will not conform to this schedule. Should the equipment manufacturers as specified, not fit the anticipated schedule, list other equal equipment in area provided on bid proposal for substitutions, along with any cost changes for the Owner's consideration

### 1.11 HAZARDOUS MATERIAL:

- A. If any Contractor during the course of construction, or work, observes the existence of asbestos, lead base paint, P.C.B., or other hazardous materials in the structure or building, or in area of work, the Contractor shall promptly notify the Owner. The Owner shall consult with their environmental consultant regarding removal or encapsulation of the questioned material. The Contractor shall not perform any work pertinent to the hazardous material prior to receipt of special instructions from the Owner. Any work involved with hazardous material removal, handling, etc., shall NOT be part of this Contract or any Field Orders relating to this Contract.
- B. On this particular job and in the area of work, or related area that may be affected due to this work, certain hazardous materials may exist and if known will be properly identified or made known to the Contractor by the Owner. It is the Contractor's responsibility to exercise care in performing all operations of this work to not disturb or affect these materials, either directly, or in-directly (such as water damage, materials dropped, etc.). If an incident should occur, the

Contractor shall immediately notify the Owner and his insurance company and safeguard the area. The Owner will make an inspection and advise of all procedures to be implemented. It is the Owner's responsibilities to contact their hazardous material consultant and perform all work to test, remedy and enclose the situation, all at the Contractor's expense. The cost will be deducted from the contract amount, or the Contractor's insurance company will reimburse the Owner directly.

- C. The Architect shall have no responsibility for the discovery, presence, handling, removal, or disposal of, or exposure of persons to asbestos and hazardous materials in any form for the project.
- D. The Contractor shall inform himself of the presence of asbestos/hazardous materials which may be present in the buildings by reviewing the Owner's copy of the A.H.E.R.A. Management Act (Asbestos Hazards Emergency Response Act), which is available in each building, or by contacting the Owner.
- E. The Contractor shall be responsible to inform all workers of all known hazardous materials present at the job site prior to starting any work and instruct each worker on the proper safeguards required, so as not to disrupt any encapsulated or contained hazardous materials.

#### 1.12 SALVAGEABLE ITEMS:

- A. All existing items called for to be removed, or are abandoned, or are in the way of this new work, shall be completely removed and disposed of offsite at a licensed disposal facility by this Contractor unless noted differently.
- B. See related Divisions - 024100 - Demolition and Patching, Mechanical and Electrical Divisions.

#### 1.13 LIQUIDATED DAMAGES & COMPLETION OF WORK:

- A. It is hereby understood and mutually agreed, between the Contractor and the Owner that the date of completion, as specified in the Proposal, is an essential condition of this Contract, and that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and prevailing industrial conditions.
- B. If the Contractor shall fail, neglect or refuse to **SUBSTANTIALLY COMPLETE** the work within the time herein specified, or within any proper extension thereof granted by the Owner, the Contractor does hereby agree, as a part of the consideration for awarding this contract, to pay to the Owner the amount specified herein as Class A liquidated damages for each and every calendar day that the Contractor shall be in default after the time stipulated for **SUBSTANTIAL COMPLETION** of the work. The amount of Class A liquidated damages shall be deducted from the estimated amounts coming due and payable to the Contractor at the rate of **\$1,000** per day, after the date as specified in the special conditions for **SUBSTANTIAL COMPLETION**.
- C. If the Contractor shall neglect, fail, or refuse to obtain **FINAL COMPLETION** of the contract and final acceptance of the project by the Owner within the time herein specified, or with any proper extension thereof granted by the Owner, then the Contractor does hereby agree, a part of the consideration for awarding this contract, to pay to the Owner the amount specified in the proposal as Class B liquidated damages for each and every calendar day that the Contractor shall be in default after the time stipulated for **FINAL COMPLETION** and acceptance of the project by the Owner. The amount of Class B liquidated damages shall be deducted from the estimated amounts coming due and payable to the Contractor at the rate of **\$100** per day, after the date as stated in the special conditions for **FINAL COMPLETION** and acceptance of the project by the Owner.
- D. In the case where the contract includes work at several sites/buildings, the Class A and Class B liquidated damages noted above will apply to each site/building not completed.
- E. The Contractor shall not be charged with liquidated damages or any excess cost when the Owner determines that the Contractor is without fault due to unforeseeable cause beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of God, or of the public enemy, acts of the Owner, acts of another Contractor in the

performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and severe weather.

- F. Request for the extension of time for completion beyond the completion date noted in the Invitation to Bid may be requested in writing of the Owner by the Contractor. Such request to be considered must show reasons beyond the control of the Contractor. All requests shall be submitted within five (5) days of when problem becomes known to the Contractor.

**1.14 TEMPORARY FACILITIES:**

- A. Enclosures - Contractor is responsible for any damage to all materials, stored or built into this work under this contract, due to elements of the weather, vandalism, theft, fire, etc. No open areas of work shall be left open during non-working hours or inclement weather. Contractor is responsible for all damages caused due to this contract, to all materials, whether existing or incorporated into this work.
- B. Storage - Each Contractor shall erect a materials storage shed, properly covered, locked, etc., as required. Contractor is responsible for stored materials. Stolen, damaged or destroyed materials shall be replaced at the Contractor's expense. No inside of building storage of materials is allowed before the date noted herein as start of physical work. No inside storage is allowed after construction starts unless it is in the area of work governed by this contract and is under the Contractor's full control and contract limits.
- C. Field Office - None Required
- D. Toilet Facilities - Workmen will be allowed to use existing facilities. Contractor shall be responsible for maintaining and keeping areas clean.
- E. Miscellaneous - Contractor shall provide all temporary drainage, drains, sumps, walkways, railings, etc., as required for proper execution of work and as required to meet all codes and ordinances.
- F. Debris Removal - All debris resulting from this work shall be cleaned up at end of each day's work and hauled away from job upon completion to a licensed disposal site. Prime Contractor shall provide a dumpster as required for use by all Sub-Contractors and pay for all usage/dump charges.
- G. Removal - Temporary facilities shall be removed when no longer required, or at completion and site restored to original condition.
- H. Exits - Provide temporary ladders, railings, etc., as required for emergency use during construction. Proper exiting of building shall be maintained at all times.
- I. Temporary Heat - Contractor shall provide and maintain all temporary heating and ventilating units during construction as required to properly execute this contract. All fuels used shall be paid for by the Contractor. (No electric units)
- J. Barricades - Provide all necessary barricades, fencing, flagmen, etc., to properly control and assure the safety of workers and the public during this work.
- K. Water - The Prime Contractor shall make suitable connections as required to perform the work. Water to be available at site as provided by the Owner.
- L. Electrical - The Contractor shall make suitable connections as required to perform the work. Electricity will be available on the site as furnished and paid for by the Owner. See Electrical Division for other requirements.
- M. Telephones - Contractor can use on-site pay telephones if available. Contractor is not to use Owner's general telephones.
- N. Fencing - Prime Contractor is to secure the contract limits of this work with snow type fencing or better as needed to secure the construction site off limits to unauthorized people. Safety to staff, students and public is of utmost importance. All ladders, scaffolding, doors, windows, entries, and other attractive/inviting items, shall be secured during non-working hours.

- O. Temporary Fire Barriers - In student occupied buildings, temporary fire rated doors/barriers are to be installed when the students are scheduled to occupy the building and construction is not complete.
- P. Road Maintenance - Contractor shall keep the Owner's roads free of construction spillages and debris at all times. Repair damage caused to these roads by contract-related construction vehicles by replacing damaged pavement and curbing to match existing construction.  
Construct and maintain temporary earth ramps for access and egress of heavy construction and delivery vehicles to below grade (excavated) areas of the construction site.
- Q. Parking - Contractor may use designated areas of Owner's parking facilities for passenger vehicles only. Heavy construction equipment will not be permitted on Owner's parking facilities. Maintain and repair any damage caused by use of Owner's parking facilities. Maintain parking area for construction vehicles as designated by the Owner.

**1.15 OWNER'S WORK & SCHEDULES:**

- A. Owner shall be responsible for removing his equipment and materials from the contract area in sufficient time before the Contractor's work is to begin.
- B. Contractor shall assume that the site and building will be occupied by staff/students during the time of construction. Precautions concerning the safety of occupants shall be exercised at all times.
- C. The Owner reserves the right to award contracts for the work on the same project, or perform work with own personnel. Complete cooperation shall exist between all parties.
- D. Unavoidable shutdowns for purposes of extension of existing utilities (water, electric, etc.), or installation of temporary or permanent work shall be scheduled 48 hours in advance and at the convenience of the Owner during off-use hours.
- E. The Owner reserves the right to make emergency repairs, as required to keep equipment in operation without voiding the Contractor's guarantee bond, nor relieving the Contractor of his responsibilities during the bonding period.
- F. Since students and staff will be occupying the site and building, specific areas for Contractor parking, storage, building access, etc., must be coordinated with Owner. Contractor shall install snow type fences to secure these and construction areas.
- G. Hours of work by this Contractor/Sub-Contractor(s) shall occur between 7:30 A.M. to 4:00 P.M., Monday through Friday. The Owner will be responsible to have the building and site open and closed at times so noted.
- H. Should the Contractor desire times other than those listed above for interior work, the Contractor shall submit a written request to the Owner for consideration and approval forty-eight (48) hours in advance, in order to change the scheduling of their custodial staff and the opening/closing of the building(s)/sites(s). Should this special request be granted by the Owner, the Contractor shall accept and pay the additional costs incurred by the Owner at the rate of \$60 per opening and \$60 per closing of the building/site. This cost will be treated as a Change Order and deducted from the contract cost.

**1.16 MISCELLANEOUS COSTS:**

- A. The Prime Contractor shall secure and pay for the building permit from the Governing Building Authority, based on the work of all Contractors, along with all costs for inspections, plan review fees, approvals, etc. Sub-contractors shall secure same related permits as required by code. Upon completion, submit all occupancy permits, approvals, etc. It is the Prime Contractor's responsibility to pick up all costs and coordinate the Sub-permits, should the Sub-Contractors under his control fail to do so. All permits, including electrical/mechanical, shall be secured from the State of Michigan. Contact the Michigan Department of Licensing and Regulatory Affairs, Bureau of Construction Codes and Fire Safety, Plan Review Division, P.O. Box 30255, Lansing, MI 48909 (517-241-9328).

- B. The Prime Contractor shall retain the services of an Approved Third-Party Agency to perform all Special Inspections and Testing as required by the Governing Building Code, Governing Building Authority, or as called out in the construction documents. Notify Owner / Architect, immediately, of any failed tests or inspections and provide Owner with all written reports and test results at project completion. See "Special Inspections" in the Governing Building Code for requirements.
- C. Contractor, Sub-Contractor and Supplier shall include in his bid and contract price any Michigan sales and use taxes, currently imposed by legislative enactment.
- D. Electric - the Electrical Contractor shall be responsible and include all power company's back-charge and utility company's work in the bid for all secondary and primary wiring, poles, transformers, meter, meter socket, etc. For either temporary or final service the Prime Contractor shall be responsible for all usage bills, until acceptance by the Owner, or substantial completion.
- E. Electrical Contractor to be responsible for labor and materials for final hook-up of all electrical equipment as supplied under Electrical Division, Mechanical Division, or Equipment Division as furnished by Prime Contractor, unless noted otherwise in specific Divisions, such as overhead door operators. Included are kitchen appliances, lights, fans, motors, etc.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION - NOT USED**

**END OF SECTION**

\* SAMPLE \*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
**DATE**

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <u>Agent</u> : Name Address Phone Number Contact Person	<b>CONTACT NAME:</b> _____ <b>PHONE (A/C, No, Ext):</b> _____ <b>FAX (A/C, No):</b> _____ <b>E-MAIL ADDRESS:</b> _____													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: <u>List Company for each coverage</u></td> <td></td> </tr> <tr> <td>INSURER B: _____</td> <td></td> </tr> <tr> <td>INSURER C: _____</td> <td></td> </tr> <tr> <td>INSURER D: _____</td> <td></td> </tr> <tr> <td>INSURER E: _____</td> <td></td> </tr> <tr> <td>INSURER F: _____</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: <u>List Company for each coverage</u>		INSURER B: _____		INSURER C: _____		INSURER D: _____		INSURER E: _____		INSURER F: _____
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INSURER D: _____														
INSURER E: _____														
INSURER F: _____														
<b>INSURED</b> <u>Contractor</u> : Name Address Phone Number Contact Person														

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		List #	List → Dates		EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		List #	→		COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	List #	→		WC STATUTORY LIMITS    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	<b>Installation Floater</b> <b>Business Risk</b>		List #	→		Site Amt — stored Transit — or install Total

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Owner + Architect as additional insured with respect to general liability.  
List actual names (add any attachments)

<b>CERTIFICATE HOLDER</b> <u>Owner</u> : Name Mailing Address <u>NOT Job or Architect</u>	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Signature of Agent
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\* SAMPLE \*

Project Name  
Client

**Type on contractor's letterhead  
with complete address, phone  
numbers, federal and state ID#**

**LETTER OF WARRANTY**

**Re: List here Owner's name  
and project description  
as listed on Architect's  
Project Manual**

Date:

We hereby warrant that the work, described as \_\_\_\_\_, which we have completed at the above mentioned project, has been done in strict accordance with the drawings and specifications and that the work installed will fulfill the requirements of those specifications. We agree to repair or replace or cause to be repaired or replace any or all of work which may prove to be defective in workmanship or materials, together with any adjacent work which requires repair or replacement because of our defective work, within a period of \_\_\_\_\_ year(s) from date of Certificate of Occupancy or date of final payment by the Owner, whichever is later, ordinary wear and tear and unusual abuse or neglect excepted.

If we fail to commence to comply with the above paragraph within 10 days after receipt of written notice from the Owner to do so or fail to pursue such compliance with diligence, we, jointly and severally, do hereby authorize the Owner to proceed to have the defects repaired and made good at our sole expense, and we will honor and pay the costs and charges for it together with interest at the maximum rate permitted by law upon demand. If we fail to fulfill the preceding obligations, and if the Owner brings an action to enforce this warranty, we agree to pay the Owner's reasonable architect's, attorneys and staff fees incurred in connection therewith.

This guarantee does not limit the requirements for liability and responsibility as covered by the State of Michigan Statute of Limitations, or equipment and manufactured items, which have extended warranties.

\_\_\_\_\_  
**Signed**

\_\_\_\_\_  
**Printed Name / Title**

**List bonding company, address,  
phone number, as well as the  
local bonding agent with same  
information.**

**SECTION 012300  
ALTERNATES**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Description of Alternates - work that is to be deducted or added to the Base Proposal for various items, including all labor and materials herein described.

**1.02 RELATED REQUIREMENTS**

- A. See other related Divisions for the scope of work, type of materials, etc., if not specified herein.
- B. Instructions to Bidders: Instructions for preparation of pricing for Alternates.
- C. Proposal Form(s).
- D. The Alternate work herein is bound by the same conditions and requirements in the main sections of these specifications as governs all other trade divisions. Included shall be Index, Advertisement for Bids, Instructions to Bidders, Bid Proposal Form, General and Special Conditions, etc.
- E. Description(s) of Alternates in this section are not meant to be all inclusive, but give a general understanding of the work to be included. Reference the drawings and other sections of specifications for all work included.

**1.03 ACCEPTANCE OF ALTERNATES**

- A. Alternates quoted on Bid Forms will be reviewed and accepted or rejected at Owner's option. Accepted Alternates will be identified in the Owner-Contractor Agreement.
- B. The order of the Alternates are not listed in priority. The number of Alternates accepted will be determined by the Owner that serves their best interest.
- C. Coordinate related work and modify surrounding work to integrate the Work of each Alternate.

**1.04 SCHEDULE OF ALTERNATES**

- A. **ALTERNATE #1** (Arborwood South Corridor Ceiling Replacement)
  - 1. State on the Bid Proposal Form the amount to be added to the Base Bid.
  - 2. Work at **Arborwood South Elementary School** includes, but is not limited to the following:
    - a. Work is limited to Corridors B,C D, E, O.
    - b. Owner will have the existing ceilings abated before this work is scheduled to begin.
    - c. Examine and Prep the area above the new ceiling and all areas indicated on the drawings and as required for the following work, notifying the Architect and Construction Manager of any issues prior to starting.
    - d. Install new 1 hr. fire rated suspended accoustical ceiling.
    - e. Instal new LED lighting.
    - f. Paint corridor walls.
    - g. Note - ceiling work in the vestibule and lobby are included in the Base Bid.
- B. **ALTERNATE #2** (Arborwood South Domestic Water Replacement)
  - 1. State on the Bid Proposal Form the amount to be added to the Base Bid.
  - 2. Work at **Arborwood South Elementary School** includes, but is not limited to the following:
    - a. Examine and Prep the tunnel and all areas indicated on the drawings and as required for the following work, notifying the Architect and Construction Manager of any issues prior to starting.
    - b. Demo and Install domestic water and other plumbing work as indicated on the plans including but not limited to domestic water piping, insulation, hangars, etc.
- C. **ALTERNATE #3**
  - 1. **Not Used.**

- D. **ALTERNATE #4** (Custer I New Generator)
1. State on the Bid Proposal Form the amount to be added to the Base Bid.
  2. Work at **Custer I Elementary School** includes, but is not limited to the following:
    - a. Examine and Prep all areas indicated on the drawings and as required for the following work, notifying the Architect and Construction Manager of any issues prior to starting.
    - b. Directional Bore and install new under ground electrical feed from ATS to new generator location.
    - c. Open cut asphalt and install new underground gas line from meter to new generator location.
    - d. Patch Asphalt Paving.
    - e. Remove existing soils, Install new stone, concrete pad, and fencing.
    - f. Install new Generator and control system.
    - g. Restore grass perimeter.
- E. **ALTERNATE #5** (Custer I Mechanical Cooling)
1. State on the Bid Proposal Form the amount to be added to the Base Bid.
  2. Work at **Custer I Elementary School** includes, but is not limited to the following:
    - a. Examine and Prep all areas indicated on the drawings and as required for the following work, notifying the Architect and Construction Manager of any issues prior to starting.
    - b. Install new mechanical equipment including associated electrical, plumbing, and controls.
    - c. Include all work needed to perform the installation including demo, boring, wall cutting, etc.
    - d. Install roof curbs and flashing.
    - e. Install concrete foundations and slabs, restoring grass perimeters.
- F. **ALTERNATE #6** (Custer II New Generator)
1. State on the Bid Proposal Form the amount to be added to the Base Bid.
  2. Work at **Custer II Elementary School** includes, but is not limited to the following:
    - a. Examine and Prep all areas indicated on the drawings and as required for the following work, notifying the Architect and Construction Manager of any issues prior to starting.
    - b. Install new under ground electrical feed from existing ATS to new generator location.
    - c. Install new underground gas line from meter to new generator location.
    - d. Remove existing soils, Install new stone, concrete pad, and fencing.
    - e. Install new Generator and control system.
    - f. Restore grass perimeter.
- G. **ALTERNATE #7** (Paving Resurfacing at Several Schools)
1. State on the Bid Proposal Form the amount to be added to the Base Bid.
  2. Work at **Arborwood North Elementary School, Arborwood South Elementary School, Manor Elementary School, Custer I Elementary School, Custer II Elementary School, Riverside Early Learning Center, and Waterloo Elementary School** includes, but is not limited to the following:
    - a. Examine and Prep all areas indicated on the drawings and as required for the following work, notifying the Architect and Construction Manager of any issues prior to starting.
    - b. In designated hard surface play areas, mill 1.5" of existing asphalt and replace with 1.5" of new MDOT bituminous concrete wearing course, HMA 5e1. Match existing grades and slope. Restore the grass perimeter.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION - NOT USED**

**END OF SECTION**

**SECTION 012500  
SUBSTITUTION PROCEDURES**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Procedural requirements for proposed substitutions.

**1.02 DEFINITIONS**

- A. Substitutions: Changes from Contract Documents requirements proposed by Contractor to materials, products, assemblies, and equipment.

The proposal shall be based ONLY upon the furnishing of all materials and/or equipment and accessories as specified by manufacturer or trade names throughout the various specification headings. Where the phrase "approved substitute" and/or "approved equal" appears, the Contractor may, if he desires, request approval from the Owner and Architect. The acceptance of such substitutes, which the Architect and Owner believe to be in the Owner's best interests, will be made prior to bid opening. If no such substitutions are accepted at that time, the Contractor shall furnish only those materials and/or equipment specifically named. Contractor shall submit all pertinent data, manufacturer's specifications, picture cuts, etc., as required by the Architect/Owner for proper evaluation.

1. Substitutions for Cause: Proposed due to changed Project circumstances beyond Contractor's control.
  - a. Unavailability.
  - b. Regulatory changes.
2. Substitutions for Convenience: Proposed due to possibility of offering substantial advantage to the Project.
  - a. Substitution requests offering advantages solely to the Contractor will not be considered.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION**

**3.01 GENERAL REQUIREMENTS**

- A. A Substitution Request for products, assemblies, materials, and equipment constitutes a representation that the submitter:
1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product, equipment, assembly, or system.
  2. Agrees to provide the same warranty for the substitution as for the specified product.
  3. Agrees to provide same or equivalent maintenance service and source of replacement parts, as applicable.
  4. Agrees to coordinate installation and make changes to other work that may be required for the work to be complete, with no additional cost to Owner.
  5. Waives claims for additional costs or time extension that may subsequently become apparent.
  6. Agrees to reimburse Owner and Architect for review or redesign services associated with re-approval by authorities.
- B. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents. Burden of proof is on proposer.
1. Note explicitly any non-compliant characteristics.
- C. Content: Include information necessary for tracking the status of each Substitution Request, and information necessary to provide an actionable response.
1. No specific form is required. Contractor's Substitution Request documentation must include the following:
    - a. Project Information:

- 1) Official project name and number, and any additional required identifiers established in Contract Documents.
  - 2) Owner's, Architect's, and Contractor's names.
  - b. Substitution Request Information:
    - 1) Indication of whether the substitution is for cause or convenience.
    - 2) Issue date.
    - 3) Reference to particular Contract Document(s) specification section number, title, and article/paragraph(s).
    - 4) Description of Substitution.
    - 5) Reason why the specified item cannot be provided.
    - 6) Differences between proposed substitution and specified item.
    - 7) Description of how proposed substitution affects other parts of work.
  - c. Attached Comparative Data: Provide point-by-point, side-by-side comparison addressing essential attributes specified, as appropriate and relevant for the item:
    - 1) Physical characteristics.
    - 2) In-service performance.
    - 3) Expected durability.
    - 4) Visual effect.
    - 5) Warranties.
    - 6) Other salient features and requirements.
    - 7) Include, as appropriate or requested, the following types of documentation:
      - (a) Product Data:
      - (b) Samples.
      - (c) Certificates, test, reports or similar qualification data.
      - (d) Drawings, when required to show impact on adjacent construction elements.
  - d. Impact of Substitution:
    - 1) Savings to Owner for accepting substitution.
    - 2) Change to Contract Time due to accepting substitution.
- D. Limit each request to a single proposed substitution item.
1. Submit an electronic document, combining the request form with supporting data into single document.

### **3.02 SUBSTITUTION PROCEDURES DURING PROCUREMENT**

- A. Submittal Time Restrictions:
1. Owner will consider requests for substitutions only if submitted at least 10 days prior to the date for receipt of bids.

### **3.03 SUBSTITUTION PROCEDURES DURING CONSTRUCTION**

- A. Submit request for Substitution for Cause within 14 days of discovery of need for substitution, but not later than 14 days prior to time required for review and approval by Architect, in order to stay on approved project schedule.
- B. Submit request for Substitution for Convenience immediately upon discovery of its potential advantage to the project, but not later than 14 days prior to time required for review and approval by Architect, in order to stay on approved project schedule.
1. In addition to meeting general documentation requirements, document how the requested substitution benefits the Owner through cost savings, time savings, greater energy conservation, or in other specific ways.
  2. Document means of coordinating of substitution item with other portions of the work, including work by affected subcontractors.
  3. Bear the costs engendered by proposed substitution of:
    - a. Owner's compensation to the Architect for any required redesign, time spent processing and evaluating the request.
    - b. Other construction by Owner.

- c. Other unanticipated project considerations.
- C. Substitutions will not be considered under one or more of the following circumstances:
  - 1. When they are indicated or implied on shop drawing or product data submittals, without having received prior approval.
  - 2. Without a separate written request.
  - 3. When acceptance will require revisions to Contract Documents.

#### **3.04 RESOLUTION**

- A. Architect may request additional information and documentation prior to rendering a decision. Provide this data in an expeditious manner.
- B. Architect will notify Contractor in writing of decision to accept or reject request.
  - 1. Architect's decision following review of proposed substitution will be noted on the submitted form.

#### **3.05 ACCEPTANCE**

- A. Accepted substitutions change the work of the Project. They will be documented and incorporated into work of the project by Change Order, Construction Change Directive, Architectural Supplementary Instructions, or similar instruments provided for in the Conditions of the Contract.

**END OF SECTION**

**SECTION 013000  
ADMINISTRATIVE REQUIREMENTS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. General administrative requirements.
- B. Electronic document submittal.
- C. Preconstruction meeting.
- D. Progress meetings.
- E. Construction progress schedule.
- F. Daily Construction Reports
- G. Progress photographs.
- H. Submittals for payment.
- I. Requests for Interpretation (RFI) procedures.
- J. Worker's Qualification Submittals.
- K. Submittal procedures.

**1.02 RELATED REQUIREMENTS**

- A. Section 016000 - Product Requirements: General product requirements.

**1.03 GENERAL ADMINISTRATIVE REQUIREMENTS**

- A. Comply with requirements of Section 017000 - Execution and Closeout Requirements for coordination of execution of administrative tasks with timing of construction activities.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION**

**3.01 ELECTRONIC DOCUMENT SUBMITTAL**

- A. All documents transmitted for purposes of administration of the contract are to be in electronic (PDF, MS Word, or MS Excel) format, as appropriate to the document, and transmitted via email.
  - 1. Besides submittals for review, information, and closeout, this procedure applies to Requests for Interpretation (RFIs), progress documentation, contract modification documents (e.g. supplementary instructions, change proposals, change orders), applications for payment, field reports and meeting minutes, Contractor's correction punchlist, and any other document any participant wishes to make part of the project record.
  - 2. It is Contractor's responsibility to submit documents in allowable format.
  - 3. Contractor, Subcontractors, Suppliers, Owner, Architect, Architect's consultants, and any others who are part of the Electronic Document Submittal process are to follow this process.
  - 4. Users of the service need an email address, internet access, and PDF review software that includes ability to mark up and apply electronic stamps (such as Adobe Acrobat, [www.adobe.com](http://www.adobe.com), or Bluebeam PDF Revu, [www.bluebeam.com](http://www.bluebeam.com)).
  - 5. Paper document transmittals will not be reviewed.
  - 6. All other specified submittal and document transmission procedures apply, except that electronic document requirements do not apply to samples or color selection charts.
- B. Cost: Any cost for this submittal process is to be covered by each user.

**3.02 PRECONSTRUCTION MEETING**

- A. Architect will schedule a meeting after Notice of Award to review all schedules, purchase orders, and details of the work. This must be done before any physical work begins - estimated

time is 2-3 weeks after contract award. Invited to attend are the Prime Contractors, Owner's Representatives and the Architect/Engineer. Also, the Contractor shall have present, his Foreman, or Superintendent who will be in charge of the job and any Sub-Contractors that are deemed major contributions to the work.

- B. Agenda:
1. Execution of Owner-Contractor Agreement.
  2. Submission of executed bonds and insurance certificates.
  3. Distribution of Contract Documents.
  4. Designation of personnel representing the parties to Contract.
  5. Contractor to have the following information for distribution at this meeting:
    - a. Progress Schedule - Weekly bar graph of the anticipated progress of work.
    - b. List of all Suppliers, Sub-Contractors, with phone numbers and addresses.
    - c. Schedule of Payment Values
    - d. List of all shop drawings to be submitted. Include spec data sheets, color samples, picture cuts, samples, etc. (See Shop Drawing Schedule at end of Instructions to Bidders.)
    - e. Copies of purchase orders and written confirmation from Supplier/Sub-Contractor.
    - f. Permit applications, or copies of permits, or submit a written letter to the Architect with date, inspector's name and phone number from the Governing Building Authority stating that permits will not be required.
  6. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
- C. Architect will record minutes and distribute copies within two days after meeting to participants, Contractor, Owner, participants, and those affected by decisions made.

### **3.03 PROGRESS MEETINGS**

- A. Schedule and administer meetings throughout progress of the work at maximum weekly intervals.
- B. Attendance Required:
1. Contractor.
  2. Owner.
  3. Architect.
  4. Contractor's superintendent.
  5. Major subcontractors.
- C. Agenda:
1. Review minutes of previous meetings.
  2. Review of work progress.
  3. Field observations, problems, and decisions.
  4. Identification of problems that impede, or will impede, planned progress.
  5. Review of submittals schedule and status of submittals.
  6. Review of RFIs log and status of responses.
  7. Review of off-site fabrication and delivery schedules.
  8. Maintenance of progress schedule.
  9. Corrective measures to regain projected schedules.
  10. Planned progress during succeeding work period.
  11. Maintenance of quality and work standards.
  12. Effect of proposed changes on progress schedule and coordination.
  13. Other business relating to work.
- D. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

### **3.04 CONSTRUCTION PROGRESS SCHEDULE**

- A. Within 10 days after date of the Agreement, submit preliminary schedule defining planned operations for the first 60 days of work, with a general outline for remainder of work.
- B. If preliminary schedule requires revision after review, submit revised schedule within 10 days.
- C. Within 20 days after review of preliminary schedule, submit draft of proposed complete schedule for review.
  - 1. Include written certification that major contractors have reviewed and accepted proposed schedule.
- D. Within 10 days after joint review, submit complete schedule.
- E. Submit updated schedule with each Application for Payment.

### **3.05 DAILY CONSTRUCTION REPORTS**

- A. Include only factual information. Do not include personal remarks or opinions regarding operations and/or personnel.
- B. In addition to transmitting electronically at daily interval to Owner and Architect, submit electronically with pay app at monthly intervals.
  - 1. Field reports may be handwritten, scanned, and sent in .pdf format; or from electronic project management software (i.e. Raken, FieldLens, or others).
- C. Prepare a daily construction report recording the following information concerning events at Project site and project progress:
  - 1. Date.
  - 2. High and low temperatures, and general weather conditions.
  - 3. List of subcontractors at Project site.
  - 4. List of separate contractors at Project site.
  - 5. Approximate count of personnel at Project site.
    - a. Include a breakdown for supervisors, laborers, journeymen, equipment operators, and helpers.
  - 6. Material deliveries.
  - 7. Safety, environmental, or industrial relations incidents.
  - 8. Meetings and significant decisions.
  - 9. Stoppages, delays, shortages, and losses. Include comparison between scheduled work activities (in Contractor's most recently updated and published schedule) and actual activities. Explain differences, if any. Note days or periods when no work was in progress and explain the reasons why.
  - 10. Directives and requests of Authority(s) Having Jurisdiction (AHJ).
  - 11. Testing and/or inspections performed.
  - 12. List of verbal instruction given by Owner and/or Architect.
  - 13. Signature of Contractor's authorized representative.
  - 14. Progress Photographs

### **3.06 PROGRESS PHOTOGRAPHS**

- A. Maintain one set of all photographs at project site for reference; same copies as submitted, identified as such.
- B. Photography Type: Digital; electronic files.
- C. In addition to periodic, recurring views, take photographs of each of the following events:
  - 1. Completion of site clearing.
  - 2. Excavations in progress.
  - 3. Foundations in progress and upon completion.
  - 4. Structural framing in progress and upon completion.
  - 5. Enclosure of building, upon completion.
  - 6. Final completion, minimum of ten (10) photos.

- D. Digital Photographs: 24 bit color, minimum resolution of 1024 by 768, in JPG format; provide files unaltered by photo editing software.
  - 1. Delivery Medium: Via email.
  - 2. File Naming: Include project identification, date and time of view, and view identification.
  - 3. PDF File: Assemble all photos into printable pages in PDF format, with 2 to 3 photos per page, each photo labeled with file name; one PDF file per submittal.
  - 4. Photo CD(s): Provide 1 copy including all photos cumulative to date and PDF file(s), with files organized in separate folders by submittal date.

### 3.07 REQUESTS FOR INTERPRETATION (RFI)

- A. Definition: A request seeking one of the following:
  - 1. An interpretation, amplification, or clarification of some requirement of Contract Documents arising from inability to determine from them the exact material, process, or system to be installed; or when the elements of construction are required to occupy the same space (interference); or when an item of work is described differently at more than one place in Contract Documents.
  - 2. A resolution to an issue which has arisen due to field conditions and affects design intent.
- B. Whenever possible, request clarifications at the next appropriate project progress meeting, with response entered into meeting minutes, rendering unnecessary the issuance of a formal RFI.
- C. Preparation: Prepare an RFI immediately upon discovery of a need for interpretation of Contract Documents. Failure to submit a RFI in a timely manner is not a legitimate cause for claiming additional costs or delays in execution of the work.
  - 1. Prepare a separate RFI for each specific item.
  - 2. Combine RFI and its attachments into a single electronic file. PDF format is preferred.
- D. Reason for the RFI: Prior to initiation of an RFI, carefully study all Contract Documents to confirm that information sufficient for their interpretation is definitely not included.
  - 1. Include in each request Contractor's signature attesting to good faith effort to determine from Contract Documents information requiring interpretation.
  - 2. Unacceptable Uses for RFIs: Do not use RFIs to request the following:
    - a. Approval of submittals (use procedures specified elsewhere in this section).
    - b. Approval of substitutions (see Section - 016000 - Product Requirements)
    - c. Changes that entail change in Contract Time and Contract Sum (comply with provisions of the Conditions of the Contract).
    - d. Different methods of performing work than those indicated in the Contract Drawings and Specifications (comply with provisions of the Conditions of the Contract).
  - 3. Improper RFIs: Requests not prepared in compliance with requirements of this section, and/or missing key information required to render an actionable response. They will be returned without a response, with an explanatory notation.
  - 4. Frivolous RFIs: Requests regarding information that is clearly indicated on, or reasonably inferable from, Contract Documents, with no additional input required to clarify the question. They will be returned without a response, with an explanatory notation.
    - a. The Owner reserves the right to assess the Contractor for the costs (on time-and-materials basis) incurred by the Architect, and any of its consultants, due to processing of such RFIs.
- E. Content: Include identifiers necessary for tracking the status of each RFI, and information necessary to provide an actionable response.
  - 1. Official Project name and number, and any additional required identifiers established in Contract Documents.
  - 2. Owner's, Architect's, and Contractor's names.
  - 3. Discrete and consecutive RFI number, and descriptive subject/title.
  - 4. Issue date, and requested reply date.

5. Reference to particular Contract Document(s) requiring additional information/interpretation. Identify pertinent drawing and detail number and/or specification section number, title, and paragraph(s).
  6. Annotations: Field dimensions and/or description of conditions which have engendered the request.
  7. Contractor's suggested resolution: A written and/or a graphic solution, to scale, is required in cases where clarification of coordination issues is involved, for example; routing, clearances, and/or specific locations of work shown diagrammatically in Contract Documents. If applicable, state the likely impact of the suggested resolution on Contract Time or the Contract Sum.
- F. Attachments: Include sketches, coordination drawings, descriptions, photos, submittals, and other information necessary to substantiate the reason for the request.
- G. RFI Log: Prepare and maintain a tabular log of RFIs for the duration of the project.
1. Indicate current status of every RFI. Update log promptly and on a regular basis.
  2. Note dates of when each request is made, and when a response is received.
  3. Highlight items requiring priority or expedited response.
  4. Highlight items for which a timely response has not been received to date.
- H. Review Time: Architect will respond and return RFIs to Contractor within seven calendar days of receipt. For the purpose of establishing the start of the mandated response period, RFIs received after 12:00 noon will be considered as having been received on the following regular working day.
1. Response period may be shortened or lengthened for specific items, subject to mutual agreement, and recorded in a timely manner in progress meeting minutes.
- I. Responses: Content of answered RFIs will not constitute in any manner a directive or authorization to perform extra work or delay the project. If in Contractor's belief it is likely to lead to a change to Contract Sum or Contract Time, promptly issue a notice to this effect, and follow up with an appropriate Change Order request to Owner.
1. Response may include a request for additional information, in which case the original RFI will be deemed as having been answered, and an amended one is to be issued forthwith. Identify the amended RFI with an R suffix to the original number.
  2. Do not extend applicability of a response to specific item to encompass other similar conditions, unless specifically so noted in the response.
  3. Upon receipt of a response, promptly review and distribute it to all affected parties, and update the RFI Log.
  4. Notify Architect within seven calendar days if an additional or corrected response is required by submitting an amended version of the original RFI, identified as specified above.

### **3.08 SUBMITTAL SCHEDULE**

- A. Submit to Architect for review a schedule for submittals in tabular format.
1. Arrange information to include scheduled date for initial submittal, specification number and title, submittal category (for review or for information), description of item of work covered, and role and name of subcontractor.
  2. Account for time required for preparation, review, manufacturing, fabrication and delivery when establishing submittal delivery and review deadline dates.
    - a. For assemblies, equipment, systems comprised of multiple components and/or requiring detailed coordination with other work, allow for additional time to make corrections or revisions to initial submittals, and time for their review.

### **3.09 SUBMITTALS FOR REVIEW**

- A. When the following are specified in individual sections, submit them for review:
1. Product data.
  2. Shop drawings.
  3. Samples for selection.

4. Samples for verification.
- B. All must be submitted and reviewed prior to ordering that particular item and starting any physical work on the job site unless other arrangements are made with the Architect in advance:
- C. Submit to Architect for review for the limited purpose of checking for compliance with information given and the design concept expressed in Contract Documents.
- D. Samples will be reviewed for aesthetic, color, or finish selection.
- E. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article below and for record documents purposes described in Section 017800 - Closeout Submittals.
- F. Architect's Action - Architect will acknowledge receipt, review each submittal, and process one of the following ways: No Exception Taken, Reviewed as Noted, Revise / Resubmit, Not Reviewed, Request More Information, or take other appropriate action.

### **3.10 SUBMITTALS FOR INFORMATION**

- A. When the following are specified in individual sections, submit them for information:
  1. Design data.
  2. Certificates.
  3. Test reports.
  4. Inspection reports.
  5. Manufacturer's instructions.
  6. Manufacturer's field reports.
  7. Other types indicated.
- B. Submit for Architect's knowledge as contract administrator or for Owner.
- C. Architect's Action - Architect will acknowledge receipt, review each submittal, and process one of the following ways: No Exception Taken, Reviewed as Noted, Revise / Resubmit, Not Reviewed, Request More Information, or take other appropriate action.

### **3.11 SUBMITTALS FOR PROJECT CLOSEOUT**

- A. Submit Correction Punch List for Substantial Completion.
- B. Submit Final Correction Punch List for Substantial Completion.
- C. When the following are specified in individual sections, submit them at project closeout in compliance with requirements of Section 017800 - Closeout Submittals:
  1. Project record documents.
  2. Operation and maintenance data.
  3. Warranties.
  4. Bonds.
  5. Other types as indicated.
- D. Submit for Owner's benefit during and after project completion.

### **3.12 PAY REQUEST SUBMITALS**

- A. Contractor shall file electronic (.pdf) applications for monthly payment installments with the Architect in accordance with the requirements of the General Conditions if a 100% Performance/Labor and Material Bond is a part of this contract. Otherwise no payment shall be made until completion of the work.
- B. Submitted with the first application for payment, the Contractor shall file with the Architect, for his approval, a schedule of values for the various parts of the work aggregating the contract sum. Schedule shall be in such form and in sufficient detail to facilitate issuance of certificates of payment. Schedule shall become the basis for payments and shall accompany all remaining applications for payments.

- C. Pay Request Submittals - Must be submitted to the Architect (1) week before it goes to Owner. Owner needs (20) days for processing and issuing check. Note any special dates that request for payments must be received by Owner. Otherwise dates will be established at the pre-construction meeting.
1. AIA Form G-702, signed and notarized.
  2. AIA Form G-703, complete with line item breakdowns for General Conditions, Architectural Trades, Mechanical, Electrical, etc.
  3. Waiver of Lien from Contractor, each Sub-Contractor, each Major Material Supplier for preceding pay request.
  4. Contractors Sworn statement. (See sample Statement at the end of this section. This sample statement is available from architect in electronic format. Any other Sworn statement form shall include, at least, the column information shown on sample.)
  5. Labor/Payroll Forms from Contractor and each Sub-Contractor listing each Worker's name, address, social security number, trade classification, rate of pay, hours and week worked. HUD Form WH 347, or Certified Payroll Form is acceptable. Must be signed. This is applicable only if a State Prevailing Wage or Federal Wage Rate Project.
  6. Daily Field Reports since previous pay application.
  7. Progress Photographs since previous pay application.
- D. Final Pay Request shall include the above items, plus the following items:
1. Final Waivers of Lien from Contractor, all Sub-Contractors, all Major Material Suppliers
  2. Contractor's Affidavit of Payment of Debts and Claims, AIA Form G706
  3. Consent of Surety Company to Final Payment, AIA Form G707
  4. Contractor's written Warranty per 007400 - Supplementary and Special Conditions from the date of Final Payment.
  5. All written Warranties per Section 007400 - Supplementary and Special Conditions of Specifications from Manufacturer's Components/Systems, as noted in other Divisions of these Specifications.
  6. "As-Built" Drawings, showing any changes from bidding drawings. Including "site survey" verifying all grades, dimensioning locations of all U.G. valves, clean-outs, taps, etc. per requirements listed elsewhere.
  7. Final Approval Certificates from the Governing Building Officials on all Construction Permits obtained, and/or required.
  8. Copies of all Maintenance Manuals/Procedures from the Manufacturers of all Pre-Manufactured Components/Systems, plus (1) complete set of all Shop Drawings for project.
  9. List containing all Sub-Contractors, their Suppliers and related products with names, address, contact person and phone numbers.
- E. Architect's Action - Architect will acknowledge receipt, review each submittal, and process one of the following ways: Process with owner copying contractor, Hold and notify contractor of items needing correction, Reject and notify contractor of reason(s), or take other appropriate action.

### **3.13 WORKER'S QUALIFICATION SUBMITTALS**

- A. Must be submitted electronically within two (2) weeks after receiving notice to proceed. This includes Prime Contractor and all major Sub-Contractors.
1. List with each worker's name, address, social security number, trade classification, years of trade experience and years employed by Contractor. See other Divisions of these specifications that may set ratios of apprentices to journeymen.
  2. Conviction Disclosure Form, (copy attached at the end of this Division) and a copy of their driver's license or legal photo I.D. for each worker on the construction site with the name and signature of each worker.
- B. Architect's Action - Architect will acknowledge receipt, review each submittal, and process one of the following ways: Process with owner copying contractor, Hold and notify contractor of

items needing correction, Reject and notify contractor of reason(s), or take other appropriate action.

### 3.14 SUBMITTAL PROCEDURES

#### A. General Requirements:

1. Submit separate packages of submittals for review and submittals for information, when included in the same specification section.
2. Transmit using approved form.
  - a. Use form generated by Electronic Document Submittal Service software. If Electronic Document Submittal Service is not used for this project, use Contractor's form, subject to prior approval by Architect.
3. Sequentially identify each item. For revised submittals use original number and a sequential numerical suffix.
4. Identify: Project; Contractor; subcontractor or supplier; pertinent drawing and detail number; and specification section number and article/paragraph, as appropriate on each copy.
5. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of products required, field dimensions, adjacent construction work, and coordination of information is in accordance with the requirements of the work and Contract Documents.
  - a. Submittals from sources other than the Contractor, or without Contractor's stamp will not be acknowledged, reviewed, or returned.
6. Deliver each submittal on date noted in submittal schedule, unless an earlier date has been agreed to by all affected parties, and is of the benefit to the project.
  - a. Send submittals in electronic format via email to Architect.
7. Schedule submittals to expedite the Project, and coordinate submission of related items.
  - a. For each submittal for review, allow 15 days excluding delivery time to and from the Contractor.
  - b. For sequential reviews involving Architect's consultants, Owner, or another affected party, allow an additional 7 days.
  - c. For sequential reviews involving approval from authorities having jurisdiction (AHJ), in addition to Architect's approval, allow an additional 30 days.
8. Identify variations from Contract Documents and product or system limitations that may be detrimental to successful performance of the completed work.
9. Provide space for Contractor and Architect review stamps.
10. When revised for resubmission, identify all changes made since previous submission.
11. Distribute reviewed submittals. Instruct parties to promptly report inability to comply with requirements.
12. Incomplete submittals will not be reviewed, unless they are partial submittals for distinct portion(s) of the work, and have received prior approval for their use.
13. Submittals not requested will be recognized, and will be returned "Not Reviewed",

#### B. Product Data Procedures:

1. Submit only information required by individual specification sections.
2. Collect required information into a single submittal.
3. Submit concurrently with related shop drawing submittal.
4. Do not submit (Material) Safety Data Sheets for materials or products.

#### C. Shop Drawing Procedures:

1. Prepare accurate, drawn-to-scale, original shop drawing documentation by interpreting Contract Documents and coordinating related work.
2. Do not reproduce Contract Documents to create shop drawings.
3. Generic, non-project-specific information submitted as shop drawings do not meet the requirements for shop drawings.
4. At a minimum, shop drawings shall:
  - a. Convey the contractor's understanding of the work to be performed meets the design intent and contract documents.

- b. Coordinate material/equipment options (i.e. finish/color selections, power requirements, etc.).
  - c. Include any information needed by other trades for a complete coordination of the work to be provided.
- D. Samples Procedures:
- 1. Transmit related items together as single package.
  - 2. Identify each item to allow review for applicability in relation to shop drawings showing installation locations.
  - 3. Include with transmittal high-resolution image files of samples to facilitate electronic review and approval. Provide separate submittal page for each item image.

**END OF SECTION**

Name of Project \_\_\_\_\_  
 Project Address \_\_\_\_\_  
 Client \_\_\_\_\_  
 Client Address \_\_\_\_\_  
 Arch. Project # \_\_\_\_\_

Date: \_\_\_\_\_  
 Page 1 of 4

### SWORN STATEMENT

STATE OF MICHIGAN ) SS:  
 COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_, *[name of person swearing statement]*, being duly sworn, states the following:

\_\_\_\_\_, *[name of contractor]* is the contractor for an improvement to the following real property in \_\_\_\_\_ County, Michigan, described as follows: *[Give the legal description of the property.]*

The following is a statement of each subcontractor, supplier and laborer for whom payment of wages or fringe benefits and withholdings is due but unpaid with whom the contractor has contracted for performance under the contract with the owner or lessee, and the amounts due to the persons as of the date of this statement are correctly and fully set forth opposite their names:

Name, Address & Phone No. of Subcontractor, Supplier or Laborer	Type of Improvement Furnished	Total Contract Price	Change Orders	Adjusted Contract Price	Subcontractor Paid to Date	Current Request	Retainage	Balance to Complete
<b>TOTALS:</b>								

*[NOTE: It is not necessary to list any materials furnished by the contractor / subcontractor out of his/her own inventory, and which have not been purchased specifically for performing the contract.]*

The contractor has not procured materials from, or subcontracted with, any person other than those set forth above, and owes no money for the improvement other than the sums set forth above.

I make this statement as the contractor or as \_\_\_\_\_ *[capacity]* of the contractor to represent to the owner or lessee of the property and his/her agents that the property is free from claims of construction liens, or the possibility of construction liens, except as specifically set forth in this statement and except for claims of construction liens by laborers that may be provided under Section 109 of the Construction Lien Act, 1980 PA 497, MCL 570.1109.

Name of Project \_\_\_\_\_  
Project Address \_\_\_\_\_  
Client \_\_\_\_\_  
Client Address \_\_\_\_\_  
Arch. Project # \_\_\_\_\_

Date: \_\_\_\_\_  
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## SWORN STATEMENT

**WARNING TO OWNER OR LESSEE: AN OWNER OR LESSEE OF THE PROPERTY MAY NOT RELY ON THIS SWORN STATEMENT TO AVOID THE CLAIM OF A SUBCONTRACTOR, SUPPLIER OR LABORER WHO HAS PROVIDED A NOTICE OF FURNISHING OR A LABORER WHO MAY PROVIDE A NOTICE OF FURNISHING UNDER SECTION 109 OF THE CONSTRUCTION LIEN ACT, 1980 PA 497, MCL 570.1109 TO THE DESIGNEE OR TO THE OWNER OR LESSEE IF THE DESIGNEE IS NOT NAMED OR HAS DIED.**

**IF THIS SWORN STATEMENT IS IN REGARD TO A RESIDENTIAL STRUCTURE, ON RECEIPT OF THIS SWORN STATEMENT, THE OWNER OR LESSEE, OR THE OWNER'S OR LESSEE'S DESIGNEE MUST GIVE NOTICE OF ITS RECEIPT, EITHER IN WRITING, OR BY TELEPHONE, OR PERSONALLY, TO EACH SUBCONTRACTOR, SUPPLIER, AND LABORER WHO HAS PROVIDED A NOTICE OF FURNISHING UNDER SECTION 109 OR, IF A NOTICE OF FURNISHING IS EXCUSED UNDER SECTION 108 OR 108A, TO EACH SUBCONTRACTOR, SUPPLIER, AND LABORER NAMED IN THE SWORN STATEMENT. IF A SUBCONTRACTOR, SUPPLIER, OR LABORER WHO HAS PROVIDED A NOTICE OF FURNISHING OR WHO IS NAMED IN THE SWORN STATEMENT MAKES A REQUEST, THE OWNER, LESSEE, OR DESIGNEE SHALL PROVIDE THE REQUESTER A COPY OF THE SWORN STATEMENT WITHIN 10 BUSINESS DAYS AFTER RECEIVING THE REQUEST.**

\_\_\_\_\_  
Signature of Deponent

\_\_\_\_\_  
Print Name

**WARNING TO DEPONENT: A PERSON WHO GIVES A FALSE SWORN STATEMENT WITH INTENT TO DEFRAUD IS SUBJECT TO CRIMINAL PENALTIES AS PROVIDED IN SECTION 110 OF THE CONSTRUCTION LIEN ACT, 1980 PA 497, MCL 570.1110.**

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, \_\_\_\_\_ State  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Name of Project \_\_\_\_\_  
Project Address \_\_\_\_\_  
Client \_\_\_\_\_  
Client Address \_\_\_\_\_  
Arch. Project # \_\_\_\_\_

Date: \_\_\_\_\_  
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## SWORN STATEMENT

**570.1110 Sworn statement by contractor or subcontractor; contents; form; notice of receipt; withholding from contractor or subcontractor amount due subcontractors, suppliers, laborers, or lien claimants; direct payments to lien claimants; notice; itemized statement; reliance on sworn statement to avoid claim; failure of contractor or subcontractor to provide sworn statement to owner or lessee prior to recording claim of lien; giving false sworn statement to owner or lessee as crime; total amount; prior convictions; prohibited use.**

Sec. 110.

(1) A contractor shall provide a sworn statement to the owner or lessee in each of the following circumstances:

(a) When payment is due to the contractor from the owner or lessee or when the contractor requests payment from the owner or lessee.

(b) When a demand for the sworn statement has been made by or on behalf of the owner or lessee.

(2) A subcontractor shall provide a sworn statement to the owner or lessee when a demand for the sworn statement has been made by or on behalf of the owner or lessee and, if applicable, the owner or lessee has complied with the requirements of subsection (6).

(3) A subcontractor shall provide a sworn statement to the contractor when payment is due to the subcontractor from the contractor or when the subcontractor requests payment from the contractor.

(4) A sworn statement shall list each subcontractor and supplier with whom the person issuing the sworn statement has contracted relative to the improvement to the real property. The sworn statement shall contain a list of laborers with whom the person issuing the sworn statement has contracted relative to the improvement to the real property and for whom payment for wages or fringe benefits and withholdings are due but unpaid and the itemized amount of such wages or fringe benefits and withholdings.

(5) The contractor or subcontractor is not required to list in the sworn statement material furnished by the contractor or subcontractor out of his or her own inventory that was not purchased specifically for performing the contract.

(6) On receipt of a sworn statement regarding an improvement to a residential structure, the owner, lessee, or designee shall give notice of its receipt, either in writing, by telephone, or personally, to each subcontractor, supplier, and laborer who has provided a notice of furnishing under section 109 or, if a notice of furnishing is excused under section 108 or 108a, to each subcontractor, supplier, and laborer named in the sworn statement. If a subcontractor, supplier, or laborer entitled to notice under this subsection requests a copy of the sworn statement, the owner, lessee, or designee shall provide the requester a copy within 10 business days after receiving the request.

(7) After the contractor or subcontractor provides the sworn statement, the owner or lessee may withhold or, upon written demand from the contractor, shall withhold from the amount due or to become due to the contractor or to the subcontractor for work already performed an amount sufficient to pay all sums due to subcontractors, suppliers, or laborers, as shown by the sworn statement, or due to lien claimants who have provided a notice of furnishing under section 109. From the amount withheld, the owner or lessee may directly pay subcontractors, suppliers, or laborers the amount they are due as shown by the sworn statement. If the contract provides for payments by the owner to the general contractor in the normal course of construction, but the owner elects to pay lien claimants directly under this section, the first time the owner elects to make payment directly to a lien claimant, he or she shall provide at least 5 business days' notice to the general contractor of the intention to make direct payment. Subsequent direct disbursements to lien claimants need not be preceded by the 5-day notice provided in this section unless the owner first returns to the practice of paying all sums to the general contractor. As between the owner or lessee and the contractor or subcontractor, all payments made under this subsection are considered the same as if paid directly to the contractor or subcontractor. If an amount is withheld under this subsection from the contractor or subcontractor, the owner or lessee, upon request, shall prepare and provide to the contractor or subcontractor an itemized statement of the sums withheld. If an amount is paid directly to a lien claimant under this section, the owner or lessee shall, if requested by the contractor or subcontractor, provide to the contractor or subcontractor an itemized statement of the sums paid.

(8) An owner, lessee, designee, mortgagee, or contractor may rely on a sworn statement prepared by a party other than himself or herself to avoid the claim of a subcontractor, supplier, or laborer unless the subcontractor, supplier, or laborer has provided a notice of furnishing as required under section 109 or unless the notice of furnishing is excused under section 108 or 108a.

(9) If a contractor fails to provide a sworn statement to the owner or lessee before recording the contractor's claim of lien, the contractor's construction lien is not invalid. However, the contractor is not entitled to any payment, and a complaint, cross-claim, or counterclaim may not be filed to enforce the construction lien, until the sworn statement has been provided.

Name of Project \_\_\_\_\_  
Project Address \_\_\_\_\_  
Client \_\_\_\_\_  
Client Address \_\_\_\_\_  
Arch. Project # \_\_\_\_\_

Date: \_\_\_\_\_  
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## SWORN STATEMENT

(10) If a subcontractor fails to provide a sworn statement under subsection (2) to the owner or lessee before recording the subcontractor's claim of lien, the subcontractor's construction lien is valid. However, a complaint, cross-claim, or counterclaim may not be filed to enforce the construction lien until the sworn statement has been provided.

(11) A contractor or subcontractor who desires to draw money and gives or causes to be given to any owner or lessee a sworn statement required by this section that is false, with intent to defraud, is guilty of a crime as follows:

a) If the statement involved is for less than \$200.00, the contractor or subcontractor is guilty of a misdemeanor punishable by imprisonment for not more than 93 days or a fine of not more than \$500.00 or 3 times the statement amount, whichever is greater, or both imprisonment and a fine.

(b) If any of the following apply, the contractor or subcontractor is guilty of a misdemeanor punishable by imprisonment for not more than 1 year or a fine of not more than \$2,000.00 or 3 times the statement amount, whichever is greater, or both imprisonment and a fine:

(i) The statement involved is for \$200.00 or more but less than \$1,000.00.

(ii) The statement involved is for less than \$200.00 and the contractor or subcontractor has 1 or more prior convictions for committing or attempting to commit an offense under this act.

(c) If any of the following apply, the contractor or subcontractor is guilty of a felony punishable by imprisonment for not more than 5 years or a fine of not more than \$10,000.00 or 3 times the statement amount, whichever is greater, or both imprisonment and a fine:

(i) The statement involved is for \$1,000.00 or more but less than \$20,000.00.

(ii) The statement involved is for more than \$200.00 but less than \$1,000.00 and the contractor or subcontractor has 1 or more prior convictions for violating or attempting to violate this act. For purposes of this subparagraph, however, a prior conviction does not include a conviction for a violation or attempted violation described in subdivision (a) or (b)(ii).

(d) If any of the following apply, the contractor or subcontractor is guilty of a felony punishable by imprisonment for not more than 10 years or a fine of not more than \$15,000.00 or 3 times the statement amount, whichever is greater, or both imprisonment and a fine:

(i) The statement involved is for \$20,000.00 or more.

(ii) The statement involved is for \$1,000.00 or more but less than \$20,000.00 and the contractor or subcontractor has 2 or more prior convictions for committing or attempting to commit an offense under this act. For purposes of this subparagraph, however, a prior conviction does not include a conviction for a violation or attempted violation described in subdivision (a) or (b)(ii).

(12) For purposes of subsection (11), statements involved in separate incidents pursuant to a scheme or course of conduct within any 12-month period may be aggregated to determine the total amount involved in the statements.

(13) If the prosecuting attorney intends to seek an enhanced sentence for a violation under this section based upon the defendant having 1 or more prior convictions, the prosecuting attorney shall include in the complaint and information a statement listing the prior conviction or convictions. The existence of the defendant's prior conviction or convictions shall be determined by the court, without a jury, at sentencing or at a separate hearing for that purpose before sentencing. The existence of a prior conviction may be established by any evidence relevant for that purpose, including, but not limited to, 1 or more of the following:

(a) A copy of the judgment of conviction.

(b) A transcript of a prior trial, plea-taking, or sentencing.

(c) Information contained in a presentence report.

(d) The defendant's statement.

(14) If the sentence for a conviction under this section is enhanced by 1 or more convictions, those prior convictions shall not be used to further enhance the sentence for the conviction pursuant to section 10, 11, or 12 of chapter IX of the code of criminal procedure, 1927 PA 175, MCL 769.10, 769.11, and 769.12.



**SECTION 015000  
TEMPORARY FACILITIES AND CONTROLS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Temporary Controls: Barriers and enclosures.
- B. Waste removal facilities and services.

**1.02 BARRIERS**

- A. Provide barriers to prevent unauthorized entry to construction areas, to prevent access to areas that could be hazardous to workers or the public, to allow for owner's use of site and to protect existing facilities and adjacent properties from damage from construction operations and demolition.
- B. Provide barricades and covered walkways required by governing authorities for public rights-of-way and for public access to existing building.
- C. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

**1.03 INTERIOR ENCLOSURES**

- A. Protect all areas adjacent to construction AND common points of travel to and from construction areas. Protection in these areas to include air quality, walk surfaces, equipment, furnishings, building occupants, etc. from dust / debris, excessive noise, wear, or damage of any kind. Prior to any physical work, the contractor must have a written plan for protection approved by the architect.
- B. Provide temporary partitions and ceilings as indicated to separate work areas from Owner-occupied areas, to prevent penetration of dust and moisture into Owner-occupied areas, and to prevent damage to existing materials and equipment.
- C. Construction: Framing and reinforced polyethylene sheet materials with closed joints and sealed edges at intersections with existing surfaces:

**1.04 WASTE REMOVAL**

- A. Provide waste removal facilities and services as required to maintain the site in clean and orderly condition.
- B. Provide containers with lids. Remove trash from site periodically.
- C. If materials to be recycled or re-used on the project must be stored on-site, provide suitable non-combustible containers; locate containers holding flammable material outside the structure unless otherwise approved by the authorities having jurisdiction.
- D. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION - NOT USED**

**END OF SECTION**

**SECTION 016000  
PRODUCT REQUIREMENTS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Re-use of existing products.
- B. Transportation, handling, storage and protection.
- C. Product option requirements.
- D. Substitution limitations.
- E. Maintenance materials, including extra materials, spare parts, tools, and software.

**1.02 RELATED REQUIREMENTS**

- A. Section 012500 - Substitution Procedures: Substitutions made during procurement and/or construction phases.

**1.03 SUBMITTALS**

- A. Proposed Products List: Submit list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.
  - 1. Submit within 15 days after date of Agreement.
  - 2. For products specified only by reference standards, list applicable reference standards.
- B. Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- C. Shop Drawing Submittals: Prepared specifically for this Project; indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- D. Sample Submittals: Illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
  - 1. For selection from standard finishes, submit samples of the full range of the manufacturer's standard colors, textures, and patterns.

**PART 2 PRODUCTS**

**2.01 EXISTING PRODUCTS**

- A. Do not use materials and equipment removed from existing premises unless specifically required or permitted by Contract Documents.
- B. Unforeseen historic items encountered remain the property of the Owner; notify Owner promptly upon discovery; protect, remove, handle, and store as directed by Owner.
- C. Existing materials and equipment indicated to be removed, but not to be re-used, relocated, reinstalled, delivered to the Owner, or otherwise indicated as to remain the property of the Owner, become the property of the Contractor; remove from site.
- D. Specific Products to be Reused: The reuse of certain materials and equipment already existing on the project site is required.
  - 1. See Section 011000 for list of items required to be salvaged for reuse and relocation.
  - 2. If reuse of other existing materials or equipment is desired, submit substitution request.

**2.02 NEW PRODUCTS**

- A. Provide new products unless specifically required or permitted by Contract Documents.
- B. Use of products having any of the following characteristics is not permitted:
  - 1. Made using or containing CFC's or HCFC's.
  - 2. Containing lead, cadmium, or asbestos.

### **2.03 PRODUCT OPTIONS**

- A. Products Specified by Reference Standards or by Description Only: Use any product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers: Use a product of one of the manufacturers named and meeting specifications, no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.

### **2.04 MAINTENANCE MATERIALS**

- A. Furnish extra materials, spare parts, tools, and software of types and in quantities specified in individual specification sections.
- B. Furnish min. 5% replacement stock materials for all non-painted ceiling, flooring, and wall coverings installed as part of this work.
- C. Deliver to Project site; obtain receipt prior to final payment.

## **PART 3 EXECUTION**

### **3.01 SUBSTITUTION LIMITATIONS**

- A. See Section 012500 - Substitution Procedures.

### **3.02 TRANSPORTATION AND HANDLING**

- A. Package products for shipment in manner to prevent damage; for equipment, package to avoid loss of factory calibration.
- B. If special precautions are required, attach instructions prominently and legibly on outside of packaging.
- C. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.
- D. Transport and handle products in accordance with manufacturer's instructions.
- E. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.
- F. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.
- G. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage, and to minimize handling.
- H. Arrange for the return of packing materials, such as wood pallets, where economically feasible.

### **3.03 STORAGE AND PROTECTION**

- A. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication. See Section 017419.
  - 1. Structural Loading Limitations: Handle and store products and materials so as not to exceed static and dynamic load-bearing capacities of project floor and roof areas.
- B. Store and protect products in accordance with manufacturers' instructions.
- C. Store with seals and labels intact and legible.
- D. Arrange storage of materials and products to allow for visual inspection for the purpose of determination of quantities, amounts, and unit counts.
- E. Store sensitive products in weathertight, climate-controlled enclosures in an environment favorable to product.
- F. For exterior storage of fabricated products, place on sloped supports above ground.
- G. Provide off-site storage and protection when site does not permit on-site storage or protection.

- H. Protect products from damage or deterioration due to construction operations, weather, precipitation, humidity, temperature, sunlight and ultraviolet light, dirt, dust, and other contaminants.
- I. Comply with manufacturer's warranty conditions, if any.
- J. Do not store products directly on the ground.
- K. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- L. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.
- M. Prevent contact with material that may cause corrosion, discoloration, or staining.
- N. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- O. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

**END OF SECTION**

**SECTION 017000  
EXECUTION AND CLOSEOUT REQUIREMENTS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Examination, preparation, and general installation procedures.
- B. Requirements for alterations work, including selective demolition.
- C. Pre-installation meetings.
- D. Cutting and patching.
- E. Surveying for laying out the work.
- F. Cleaning and protection.
- G. Storage of Materials
- H. Starting of systems and equipment.
- I. Demonstration and instruction of Owner personnel.
- J. Closeout procedures, including Contractor's Correction Punch List, except payment procedures.

**1.02 RELATED REQUIREMENTS**

- A. Section 015000 - Temporary Facilities and Controls: Temporary exterior enclosures.
- B. Section 015000 - Temporary Facilities and Controls: Temporary interior partitions.
- C. Section 078400 - Firestopping.
- D. Individual Product Specification Sections:
  - 1. Advance notification to other sections of openings required in work of those sections.
  - 2. Limitations on cutting structural members.

**1.03 REFERENCE STANDARDS**

- A. NFPA 241 - Standard for Safeguarding Construction, Alteration, and Demolition Operations; 2019.

**1.04 SUBMITTALS**

- A. See Section 013000 - Administrative Requirements, for submittal procedures.
- B. Demolition Plan: Submit demolition plan as specified by OSHA and local authorities.
  - 1. Indicate extent of demolition, removal sequence, bracing and shoring, and location and construction of barricades and fences. Include design drawings and calculations for bracing and shoring.
  - 2. Identify demolition firm and submit qualifications.
  - 3. Include a summary of safety procedures.
- C. Cutting and Patching: Submit written request in advance of cutting or alteration that affects:
  - 1. Structural integrity of any element of Project.
  - 2. Integrity of weather exposed or moisture resistant element.
  - 3. Efficiency, maintenance, or safety of any operational element.
  - 4. Visual qualities of sight exposed elements.
  - 5. Work of Owner or separate Contractor.
- D. Project Record Documents: Accurately record actual locations of capped and active utilities.

**1.05 QUALIFICATIONS**

- A. For demolition work, employ a firm specializing in the type of work required.
  - 1. Minimum of 5 years of documented experience.
- B. For design of temporary shoring and bracing, employ a Professional Engineer experienced in design of this type of work and licensed in the State in which the Project is located.

## **1.06 COORDINATION**

- A. Coordinate scheduling, submittals, and work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- B. Notify affected utility companies and comply with their requirements.
- C. Verify that utility requirements and characteristics of new operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- D. Coordinate space requirements, supports, and installation of mechanical and electrical work that are indicated diagrammatically on drawings. Follow routing indicated for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- E. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
- F. Coordinate completion and clean-up of work of separate sections.
- G. After Owner occupancy of premises, coordinate access to site for correction of defective work and work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

## **PART 2 PRODUCTS**

### **2.01 PATCHING MATERIALS**

- A. New Materials: As specified in product sections; match existing products and work for patching and extending work.
- B. Type and Quality of Existing Products: Determine by inspecting and testing products where necessary, referring to existing work as a standard.
- C. Product Substitution: For any proposed change in materials, submit request for substitution described in Section 016000 - Product Requirements.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Start of work means acceptance of existing conditions.
- B. Verify that existing substrate is capable of structural support or attachment of new work being applied or attached.
- C. Examine and verify specific conditions described in individual specification sections.
- D. Take field measurements before confirming product orders or beginning fabrication, to minimize waste due to over-ordering or misfabrication.
- E. Verify that utility services are available, of the correct characteristics, and in the correct locations.
- F. Prior to Cutting: Examine existing conditions prior to commencing work, including elements subject to damage or movement during cutting and patching. After uncovering existing work, assess conditions affecting performance of work. Beginning of cutting or patching means acceptance of existing conditions.

### **3.02 PREPARATION**

- A. Clean substrate surfaces prior to applying next material or substance.
- B. Seal cracks or openings of substrate prior to applying next material or substance.
- C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

### **3.03 PREINSTALLATION MEETINGS**

- A. When required in individual specification sections, convene a preinstallation meeting at the site prior to commencing work of the section.
- B. Require attendance of parties directly affecting, or affected by, work of the specific section.
- C. Notify Architect four days in advance of meeting date.
- D. Prepare agenda and preside at meeting:
  - 1. Review conditions of examination, preparation and installation procedures.
  - 2. Review coordination with related work.
- E. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

### **3.04 LAYING OUT THE WORK**

- A. Verify locations of survey control points prior to starting work.
- B. Promptly notify Architect of any discrepancies discovered.
- C. Protect survey control points prior to starting site work; preserve permanent reference points during construction.
- D. Promptly report to Architect the loss or destruction of any reference point or relocation required because of changes in grades or other reasons.
- E. Replace dislocated survey control points based on original survey control. Make no changes without prior written notice to Architect.
- F. Utilize recognized engineering survey practices.
- G. Establish elevations, lines and levels. Locate and lay out by instrumentation and similar appropriate means:
  - 1. Site improvements including pavements; stakes for grading, fill and topsoil placement; utility locations, slopes, and invert elevations.
  - 2. Grid or axis for structures.
  - 3. Building foundation, column locations, ground floor elevations.
- H. Periodically verify layouts by same means.
- I. Maintain a complete and accurate log of control and survey work as it progresses.

### **3.05 GENERAL INSTALLATION REQUIREMENTS**

- A. Install products as specified in individual sections, in accordance with manufacturer's instructions and recommendations, and so as to avoid waste due to necessity for replacement.
- B. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.
- C. Install equipment and fittings plumb and level, neatly aligned with adjacent vertical and horizontal lines, unless otherwise indicated.
- D. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.
- E. Make neat transitions between different surfaces, maintaining texture and appearance.

### **3.06 ALTERATIONS**

- A. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.
  - 1. Verify that construction and utility arrangements are as indicated.
  - 2. Report discrepancies to Architect before disturbing existing installation.
  - 3. Beginning of alterations work constitutes acceptance of existing conditions.
- B. Keep areas in which alterations are being conducted separated from other areas that are still occupied.
  - 1. Provide, erect, and maintain temporary dustproof partitions of construction specified in Section 015000 in locations indicated on drawings.

- C. Maintain weatherproof exterior building enclosure except for interruptions required for replacement or modifications; take care to prevent water and humidity damage.
  - 1. Where openings in exterior enclosure exist, provide construction to make exterior enclosure weatherproof.
  - 2. Insulate existing ducts or pipes that are exposed to outdoor ambient temperatures by alterations work.
- D. Remove existing work as indicated and as required to accomplish new work.
  - 1. Remove items indicated on drawings.
  - 2. Relocate items indicated on drawings.
  - 3. Where new surface finishes are to be applied to existing work, perform removals, patch, and prepare existing surfaces as required to receive new finish; remove existing finish if necessary for successful application of new finish.
  - 4. Where new surface finishes are not specified or indicated, patch holes and damaged surfaces to match adjacent finished surfaces as closely as possible.
- E. Services (Including but not limited to HVAC, Plumbing, Fire Protection, Electrical, and Telecommunications): Remove, relocate, and extend existing systems to accommodate new construction.
  - 1. Maintain existing active systems that are to remain in operation; maintain access to equipment and operational components; if necessary, modify installation to allow access or provide access panel.
  - 2. Where existing systems or equipment are not active and Contract Documents require reactivation, put back into operational condition; repair supply, distribution, and equipment as required.
  - 3. Where existing active systems serve occupied facilities but are to be replaced with new services, maintain existing systems in service until new systems are complete and ready for service.
    - a. Disable existing systems only to make switchovers and connections; minimize duration of outages.
    - b. Provide temporary connections as required to maintain existing systems in service.
  - 4. Verify that abandoned services serve only abandoned facilities.
  - 5. Remove abandoned pipe, ducts, conduits, and equipment, including those above accessible ceilings; remove back to source of supply where possible, otherwise cap stub and tag with identification; patch holes left by removal using materials specified for new construction.
- F. Protect existing work to remain.
  - 1. Prevent movement of structure; provide shoring and bracing if necessary.
  - 2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
  - 3. Repair adjacent construction and finishes damaged during removal work.
- G. Adapt existing work to fit new work: Make as neat and smooth transition as possible.
  - 1. When existing finished surfaces are cut so that a smooth transition with new work is not possible, terminate existing surface along a straight line at a natural line of division and make recommendation to Architect.
- H. Patching: Where the existing surface is not indicated to be refinished, patch to match the surface finish that existed prior to cutting. Where the surface is indicated to be refinished, patch so that the substrate is ready for the new finish.
- I. Refinish existing surfaces as indicated:
  - 1. Where rooms or spaces are indicated to be refinished, refinish all visible existing surfaces to remain to the specified condition for each material, with a neat transition to adjacent finishes.
  - 2. If mechanical or electrical work is exposed accidentally during the work, re-cover and refinish to match.
- J. Clean existing systems and equipment.

- K. Remove demolition debris and abandoned items from alterations areas and dispose of off-site; do not burn or bury.
- L. Do not begin new construction in alterations areas before demolition is complete.
- M. Comply with all other applicable requirements of this section.

### **3.07 CUTTING AND PATCHING**

- A. The Prime Contractor shall be responsible for coordinating all cutting and patching of built work that needs to be modified for missed items, errors, defects, etc., as caused by his own Employees or Sub-contractors. He shall coordinate with related trades and Sub-Contractors and work out all details and scheduling. The Prime Contractor shall coordinate with the responsible party for the problem and extra work and shall resolve all costs to correct, without additional charge to the Owner.
- B. Whenever possible, execute the work by methods that avoid cutting or patching.
- C. See Alterations article above for additional requirements.
- D. Perform whatever cutting and patching is necessary to:
  - 1. Complete the work.
  - 2. Fit products together to integrate with other work.
  - 3. Provide openings for penetration of mechanical, electrical, and other services.
  - 4. Match work that has been cut to adjacent work.
  - 5. Repair areas adjacent to cuts to required condition.
  - 6. Repair new work damaged by subsequent work.
  - 7. Remove samples of installed work for testing when requested.
  - 8. Remove and replace defective and non-complying work.
- E. Execute work by methods that avoid damage to other work and that will provide appropriate surfaces to receive patching and finishing. In existing work, minimize damage and restore to original condition.
- F. Employ original installer to perform cutting for weather exposed and moisture resistant elements, and sight exposed surfaces.
- G. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.
- H. Restore work with new products in accordance with requirements of Contract Documents.
- I. Fit work air tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- J. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with fire rated material in accordance with Section 078400, to full thickness of the penetrated element.
- K. Patching:
  - 1. Finish patched surfaces to match finish that existed prior to patching. On continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.
  - 2. Match color, texture, and appearance.
  - 3. Repair patched surfaces that are damaged, lifted, discolored, or showing other imperfections due to patching work. If defects are due to condition of substrate, repair substrate prior to repairing finish.

### **3.08 PROGRESS CLEANING**

- A. On a daily basis, all rubbish and debris shall be cleaned up and placed in a dumpster on the job site to be removed/replaced as needed to a licensed disposal site. The building site shall be kept neat and organized, so that work and safety of all trades is not affected. Submit written documentation, manifests, logs, etc. of all debris removal at completion of job.
- B. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.

- C. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.
- D. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.
- E. Collect and remove waste materials, debris, and trash/rubbish from site daily and dispose off-site; do not burn or bury.
- F. It shall be the Prime Contractor's responsibility to clean-up and co-ordinate work areas so that each trade can perform their work safely and efficiently or direct and enforce that each Sub-Contractor conforms to these same requirements.
- G. Should the Contractor fail to clean-up debris caused from his operations and properly store and remove from site on a daily basis, the Owner in a safety/emergency situation without notice to the Contractor may elect to clean up debris with their own work force. At other times the Owner will give Contractor advance notice. All costs incurred by the Owner due to Contractor's neglect will be documented and deducted against the final contract amount due to the Contractor.

### **3.09 STORAGE OF MATERIALS**

- A. Materials used as part of this work shall be neatly stored and properly protected in an organized manner, so they do not interfere with the work, safety of all trades and hazard or damage to the site/building. Vandalism arising from improperly stored materials to the Owner's site/building shall be borne by the Contractor.

### **3.10 PROTECTION OF INSTALLED WORK**

- A. Protect installed work from damage by construction operations.
- B. Provide special protection where specified in individual specification sections.
- C. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- D. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
- E. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
- F. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
- G. Remove protective coverings when no longer needed; reuse or recycle coverings if possible.

### **3.11 SYSTEM STARTUP**

- A. Coordinate schedule for start-up of various equipment and systems.
- B. Notify Architect and Owner seven days prior to start-up of each item.
- C. Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, and for conditions that may cause damage.
- D. Verify tests, meter readings, and specified electrical characteristics agree with those required by the equipment or system manufacturer.
- E. Verify that wiring and support components for equipment are complete and tested.
- F. Execute start-up under supervision of applicable Contractor personnel and manufacturer's representative in accordance with manufacturers' instructions.
- G. When specified in individual specification Sections, require manufacturer to provide authorized representative to be present at site to inspect, check, and approve equipment or system installation prior to start-up, and to supervise placing equipment or system in operation.
- H. Submit a written report that equipment or system has been properly installed and is functioning correctly.

### **3.12 DEMONSTRATION AND INSTRUCTION**

- A. Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of each item of equipment at scheduled time, at equipment location.
- B. For equipment or systems requiring seasonal operation, perform demonstration for other season within six months.
- C. Provide a qualified person who is knowledgeable about the Project to perform demonstration and instruction of Owner's personnel.
- D. Utilize operation and maintenance manuals as basis for instruction. Review contents of manual with Owner's personnel in detail to explain all aspects of operation and maintenance.
- E. Prepare and insert additional data in operations and maintenance manuals when need for additional data becomes apparent during instruction.

### **3.13 ADJUSTING**

- A. Adjust operating products and equipment to ensure smooth and unhindered operation.

### **3.14 FINAL CLEANING**

- A. Use cleaning materials that are nonhazardous.
- B. Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.
- C. Remove all labels that are not permanent. Do not paint or otherwise cover fire test labels or nameplates on mechanical and electrical equipment.
- D. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.
- E. Clean filters of operating equipment.
- F. Clean debris from roofs, gutters, downspouts, scuppers, overflow drains, area drains, and drainage systems.
- G. Clean site; sweep paved areas, rake clean landscaped surfaces.
- H. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury.
- I. If this contract involves construction of a new building, remodeling, or additions the scope of clean up shall be more than the normal removal of rubbish and leaving the work areas clean. The Contractor shall clean all new work, wash floors, vacuum carpet, wash glass, remove all stickers, replace broken glass, remove stains, spots, marks, dust and dirt from all decorated work and finishes, including all existing areas affected by this operation, including tenants furnishings, contents and personal belongings. All damage to lawns, walks, pavement, vehicles or other operations in performing this work shall be repaired or replaced to an equal, or better condition than before the damage occurred. The project shall be ready for Owner's occupancy and use when completed.

### **3.15 CLOSEOUT PROCEDURES**

- A. Make submittals that are required by governing or other authorities.
  - 1. Provide copies to Architect.
- B. Accompany Project Coordinator on preliminary inspection to determine items to be listed for completion or correction in the Contractor's Correction Punch List for Contractor's Notice of Substantial Completion.
- C. Notify Architect when work is considered ready for Architect's Substantial Completion inspection.
- D. Submit written certification containing Contractor's Correction Punch List, that Contract Documents have been reviewed, work has been inspected, and that work is complete in

accordance with Contract Documents and ready for Architect's Substantial Completion inspection.

- E. Conduct Substantial Completion inspection and create Final Correction Punch List containing Architect's and Contractor's comprehensive list of items identified to be completed or corrected and submit to Architect.
- F. Correct items of work listed in Final Correction Punch List and comply with requirements for access to Owner-occupied areas.
- G. Notify Architect when work is considered finally complete and ready for Architect's Substantial Completion final inspection.
- H. Complete items of work determined by Architect listed in executed Certificate of Substantial Completion.

**END OF SECTION**