FARMINGTON PUBLIC SCHOOLS
BID PACKAGE #3
FARMINGTON, MI

PROPOSAL PRICING FORM

BIDDER'S NAME: _____

BID DIVISION 138: HYDRAULIC ELEVATOR

A. Our Lump Sum Bid for the work of this Bid Division is:

_____ Dollars ($_____).

Our cost for Performance and Labor & Material Payment Bonds, to be added to our Base Bid is:

_____ Dollars ($_____).

B. Anticipated Date of Shop Drawing(s) Submittal _____

Anticipated Number of Weeks for fabrication _____

Anticipated Number of Weeks to Complete _____

C. Company Name: _____

Signature: _____

Title: _____ Date: _____

Phone Number: _____ Fax Number: _____

Company E-Mail Address: _____

FARMINGTON PUBLIC SCHOOLS
BID PACKAGE #3
FARMINGTON HIGH SCHOOL
REMODELING PROJECT

BIDS ARE DUE 11:00 A.M. LOCAL TIME ON WEDNESDAY, FEBRUARY 24, 2016 AT THE FARMINGTON PUBLIC SCHOOLS ADMINISTRATION BUILDING

BID DIVISION DESCRIPTION & PRICING FORM

BID DIVISION 140: PLUMBING

EXCLUDED:

1. Fire Protection (by Bid Division 141).
2. Gas Piping for HVAC Equipment (by Bid Division 142).
3. HWHS & HWHR piping (by Bid Division 142).
4. Insulation for hot water heating piping, refrigerant piping and ductwork (by Bid Division 142).
5. Condensate drain piping (by Bid Division 142).

INCLUDED:

Furnish and install all material, labor and equipment required for the work of the following categories specified in Technical Specifications for a complete & operational system.

07840 Firestopping
10999 Miscellaneous Specialties
15010 Mechanical General Requirements
15050 Basic Mech. Materials & Methods
15055 Motors
15060 Hangers & Supports
15070 Mechanical Vibration Controls
15075 Mechanical Identification
15080 Mechanical Insulation
15121 Pipe Flexible Connectors, Expansion Fittings and Loops
15122 Meters and Gages
15140 Domestic Water Piping
15145 Domestic Water Piping Specialties
15150 Sanitary Waste and Vent Piping
15155 Drainage Piping Specialties
15160 Storm Drainage Piping
15410 Plumbing Fixtures
15415 Drinking Fountains & Water Coolers

ALSO INCLUDED:

1. Disconnect existing piping and cap as shown and specified.
2. Demolition and removal of existing plumbing equipment and piping.
3. Provide for work associated with Floor Plan Keynotes 3 (plumbing only), 15 (fixtures, cut/cap), 30, 75, 86 (plumbing only), 87 (removals only), 106, 107, and 110 described on sheet G4.2.
4. Provide stainless steel handsink specified in Tech Spec Section 10999.
5. Complete coordination of Demolition with Architectural and Mechanical drawings.
6. Furnish and install all storm, sanitary and domestic water piping and tie-ins as shown.
7. Furnish and install all plumbing fixtures.
8. Provide gas piping to equipment provided by this bid division as required.
9. Interior concrete pads for equipment, being supplied by this contractor.
10. Provide proper sealant for all plumbing fixtures and penetrations.
11. All fire caulking required for the work of this Bid Division.
12. All pipe racks and supports are the responsibility of this Contractor.
13. All cutting and patching of floors and walls as required for all plumbing demolition or new installations, unless specifically excluded above.
14. Provide for removal and reinstallation of existing ceilings for new installations of plumbing work where ceiling are not indicated to be removed on the architectural drawings.
15. Furnish access panels, to be installed by Others.
16. Provide State of Michigan plumbing permit and schedule inspections.
17. Complete set of as-builts.
18. Coordination with other Bid Divisions.
19. Provide all required layout.
20. Provide continuous housekeeping and clean-up.
21. Final clean-up.

FARMINGTON PUBLIC SCHOOLS
FARMINGTON, MI
BID PACKAGE #3

CONSIDERATION FOR AWARD ACCEPTANCE:

1. To begin immediately following award and site readiness.
2. To have on file proper certificates of insurance prior to performing work on site.
3. The ability to submit all shop drawings, color samples, etc. within two (2) weeks after award.
4. To have proper equipment and responsible personnel to complete the above list of work.
5. To repair any adjacent materials damaged in the execution of the above listed work.
6. Replacement of and/or repair of defective and/or misaligned material belongs to this Contractor.
7. Close cooperation with the Construction Manager and other Bid Divisions to provide input to develop Working Schedule.

FARMINGTON PUBLIC SCHOOLS
FARMINGTON, MI
BID PACKAGE #3

PROPOSAL PRICING FORM

BIDDER'S NAME: _____

BID DIVISION 140: PLUMBING

A. Our Lump Sum Bid for the work of this Bid Division is:

_____ Dollars ($_____).

Our cost for Performance and Labor & Material Payment Bonds, to be added to our Base Bid is:

_____ Dollars ($_____).

B. Schedule Information

Anticipated Number of On Site Staff	
Anticipated Number of Weeks to Complete	
Manhours included in the base bid	

C. Company Name: _____

Signature: _____

Title: _____

Phone Number: _____

Date: _____

Company E-Mail Address: _____

FARMINGTON PUBLIC SCHOOLS
BID PACKAGE #3
FARMINGTON HIGH SCHOOL
REMODELING PROJECT

BIDS ARE DUE 11:00 A.M. LOCAL TIME ON WEDNESDAY, FEBRUARY 24, 2016 AT THE FARMINGTON PUBLIC SCHOOLS ADMINISTRATION BUILDING

BID DIVISION DESCRIPTION & PRICING FORM

BID DIVISION 141: FIRE PROTECTION

EXCLUDED:

1. Plumbing systems (by Bid Division 140).
2. HVAC systems (by Bid Division 142).

INCLUDED:

Design, furnish, erect and install fire protection as covered in the following Technical Specifications required for a complete and operational system.

07840 Firestopping

13915 Fire Suppression System

ALSO INCLUDED:

1. Provide for work associated with construction keynotes 1, 2 and 3 described on sheet M.02.
2. Provide a $20,000.00 allowance within the base bid to address work associated with Floor Plan Keynote 4 described on sheet G4.2.
3. Submittal of drawings to State Fire Marshal.
4. Coordinate sprinkler head layout with ceiling grid.
5. All cutting, patching for new installations unless specifically excluded above.
6. Furnish and placement of sleeves in walls.
7. Furnish access panels, to be installed by Others.
8. All fire caulking required for the work of this Bid Division.
9. All pipe racks and supports are the responsibility of this contractor.
10. Obtain permits.
11. All test reports and documentation required for approvals by State.
12. Complete set of as-builts.
13. Coordination with other Bid Divisions.
14. Provide all required layout.
15. Provide continuous housekeeping and clean-up.
16. Provide expediting report of all equipment.
17. Final clean-up.

CONSIDERATION FOR AWARD ACCEPTANCE:

1. To begin immediately following award and site readiness.
2. To have on file proper certificates of insurance prior to performing work on site.
3. The ability to submit all shop drawings, color samples, etc. within two (2) weeks after award.
4. To have proper equipment and responsible personnel to complete the above list of work.
5. To repair any adjacent materials damaged in the execution of the above listed work.
6. Replacement of and/or repair of defective and/or misaligned material belongs to this Contractor.
7. Expediting, communication and follow up is required.
8. Close cooperation with the Construction Manager and other Bid Divisions to provide input to develop Working Schedule.

FARMINGTON PUBLIC SCHOOLS
FARMINGTON, MI
BID PACKAGE #3

PROPOSAL PRICING FORM

BIDDER'S NAME: _____

BID DIVISION 141: FIRE PROTECTION

A. 1. Our Lump Sum Bid for the work of this Bid Division is:

_____ Dollars ($_____).

Our cost for Performance and Labor & Material Payment Bonds, to be added to our Base Bid is:

_____ Dollars ($_____).

B. Anticipated date of shop drawing submittals _____

Anticipated number of on site staff _____

Anticipated number of weeks to complete _____

C. Company Name: _____

Signature: _____

Title: _____

Phone Number: _____

Date: _____

Company E-Mail Address: _____

FARMINGTON PUBLIC SCHOOLS
BID PACKAGE #3
FARMINGTON HIGH SCHOOL
REMODELING PROJECT

BIDS ARE DUE 11:00 A.M. LOCAL TIME ON WEDNESDAY, FEBRUARY 24, 2016 AT THE FARMINGTON PUBLIC SCHOOLS ADMINISTRATION BUILDING

BID DIVISION DESCRIPTION & PRICING FORM

BID DIVISION 142: HVAC

EXCLUDED:

1. Structural steel reinforcing (by Bid Division 107).
2. Existing roofing material cutting and patching (by Bid Division 109).
3. Plumbing systems (by Bid Division 140).
4. Gas piping for plumbing equipment (by Bid Division 140).
5. Pipe insulation for plumbing systems (by Bid Division 140).
6. Fire Suppression Systems (by Bid Division 141).
7. Final electrical connections (by Bid Division 143).

INCLUDED:

Furnish and install all material, labor and equipment required for the work of the following categories specified in Technical Specifications for a complete & operational system.

07840 Firestopping	10200 Louvers & Vents
15010 Mechanical General Requirements	15050 Basic Mech. Materials & Methods
15053 Common Work Results for HVAC	15055 Motors
15060 Hangers & Supports	15070 Mechanical Vibration Controls
15075 Mechanical Identification	15080 Mechanical Insulation
15121 Pipe Flexible Connectors, Expansion Fittings and Loops	15122 Meters and Gages
15181 Hydronic Piping	15185 Hydronic Pumps
15188 Piping Systems Flushing & Chemical Cleaning	15189 HVAC Water Treatment
15513 Condensing Boilers	15550 Breechings, Chimneys & Stacks
15710 Hydronic & Steam Heat Exchangers	15730 Unitary Rooftop Air Conditioners
15761 Heating & Cooling Coils	15785 Air to Air Energy Recovery Equipment
15790 Centrifugal Fan Cabinet Unit Heaters (Hot Water)	15815 Metal Ducts
15817 HVAC Casings	15820 Duct Accessories
15838 Power Ventilators	15855 Diffusers, Registers & Grilles
15860 Environmental Equipment	15900 Temperature Controls
15950 Testing, Adjusting & Balancing	

ALSO INCLUDED:

1. All condensate piping required for new mechanical equipment.
2. All insulation as shown and specified.
3. Clean and treatment of hydronic systems as identified in the specifications.
4. Complete coordination of all demolition as shown on both architectural and mechanical drawings.
5. Evacuation and disposal of existing refrigerant is the responsibility of the contractor.
6. Furnish prefabricated roof curbs to Bid Division 109 contractor for installation. Contractor is to layout and mark exact location of where curbs, pitch boxes, etc. are to be set.
7. Coordinate cutting of existing roofing material with Bid Division 109 contractor (cutting of existing deck by Bid Division 142).
8. Coordinate roofing openings with Bid Division 107 contractor for steel reinforcing requirements of existing roof deck.
9. Furnish and install louvers for mechanical equipment (Reference Tech Spec 10200).
10. Furnish and install gas piping as required for mechanical equipment provided by this bid division.
11. All cutting and patching of existing HVAC equipment unless specifically excluded above.
12. Furnish access panels, to be installed by Others.
13. All fire caulking required for the work of this Bid Division.
14. Legal, offsite disposal of mechanical demolition items.

ALSO INCLUDED continued:

15. Temporary weather tight covers for all mechanical roof penetrations that meet MIOSHA fall protection standards.
16. All pipe racks and supports are the responsibility of this Contractor.
17. Form and pour interior mechanical equipment pads as required for equipment provided by this bid division.
18. Provide State of Michigan mechanical permit and schedule inspections.
19. Coordination with other Bid Divisions.
20. Provide all required layout.
21. Provide continuous housekeeping and clean-up.
22. Provide expediting report for all equipment.
23. Final clean-up.

CONSIDERATIONS FOR AWARD ACCEPTANCE:

1. To begin immediately following award and site readiness.
2. The ability to submit all shop drawings, color samples, etc. within two (2) weeks after award.
3. To have proper equipment and responsible personnel to complete the above list of work.
4. To repair any adjacent materials damaged in the execution of the above listed work.
5. Replacement of and/or repair of defective and/or misaligned material belongs to this Contractor.
6. Expediting, communication and follow up is required.
7. Close cooperation with the Construction Manager and other Bid Divisions to provide input to develop Working Schedule.

FARMINGTON PUBLIC SCHOOLS
FARMINGTON, MI
BID PACKAGE #3

PROPOSAL PRICING FORM

BIDDER'S NAME:

BID DIVISION 142: HVAC

A. 1. Our Lump Sum Bid for the work of this Bid Division is:

_____ Dollars ($_____).

Our cost for Performance and Labor & Material Payment Bonds, to be added to our Base Bid is:

_____ Dollars ($_____).

B. Schedule Information

Anticipated Number of On Site Staff	
Anticipated Number of Weeks to Complete	
Manhours included in the base bid	

C. Company Name: _____

Signature: _____

Title: _____

Phone Number: _____

Date: _____

Company E-Mail Address: _____

FARMINGTON PUBLIC SCHOOLS
BID PACKAGE #3
FARMINGTON HIGH SCHOOL
REMODELING PROJECT

BIDS ARE DUE 11:00 A.M. LOCAL TIME ON WEDNESDAY, FEBRUARY 24, 2016 AT THE FARMINGTON PUBLIC SCHOOLS ADMINISTRATION BUILDING

BID DIVISION DESCRIPTION & PRICING FORM

BID DIVISION 143: ELECTRICAL

EXCLUDED:

1. Data Cabling & Devices & Associated Cover Plates (By Owner).

INCLUDED:

Furnish and install all material, labor and equipment required for the work of the following categories specified in Technical Specifications for a complete & operational system.

07840 Firestopping	16010 Electrical General Requirements
16055 Overcurrent Protective Device Coordination and ARC Flash Study	16060 Grounding & Bonding
16073 Hangers & Supports for Electrical Systems	16120 Conductors & Cables
16130 Raceways & Boxes	16140 Wiring Devices
16145 Lighting Control Devices	16195 Electrical Identification
16289 Surge Protection Devices	16410 Encl. Switches & Circuit Breakers
16420 Enclosed Controllers	16441 Switchboards
16442 Panelboards	16461 Dry-Type Transformers
16491 Fuses	16511 Interior Lighting
16521 Exterior Lighting	16721 Fire Alarm
16726 School Intercom & Program Equipment	16730 Clock and Program Systems
16999 Electrical Testing	260526 Grounding
260529 Supporting Devices	260533 Raceway and Boxes
260961 Theatrical Lighting Control Systems	270015 Technology General Requirements
274100 AV Systems	274116 Installed Audio/Video Systems

ALSO INCLUDED:

1. Provide for electrical work associated with Floor Plan Keynotes 4, 40, 42, 61, 86, 98, and 110 described on sheet G4.2.
2. Furnish and install Theater Lighting Control Systems and AV systems associated with the auditorium remodel.
3. All cutting and patching required for all electrical demolition or new installation unless specifically excluded above.
4. Disconnect, demolish and dispose or turn over to owner all existing electrical devices as shown and described on electrical demolition drawings.
5. Provide temporary lighting and maintain proper exit lighting, and alarm systems, during school/working hours and as required throughout project.
6. Provide a $35,000.00 allowance within the base bid for resupporting of existing conduits & wiring above ceilings as directed by the Construction Manager & State Electrical Inspector.
7. Provide for new power & data drops. Contractor shall reference Technology Drawings for locations and details of drops. Circuiting for new technology power is indicated on the electrical power drawings (prepared by PBA).
8. Provide for new motorized project screens indicated on the ET series drawings and specified in section 27 4100.
9. Perform demolition work associated with Keynotes described on the Technology Demolition Plan sheets. Include proper disposal of all items not scheduled to be salvaged and returned to the Owner.
10. Provide for removing and reinstalling ceiling pads and grid as necessary to accommodate work of this contractor above the ceilings where the architectural drawings are indicating ceilings to remain.
11. Provide independent electrical testing, as specified.
12. All shutdowns to be scheduled for weekends or second (2nd) shift such that they do not affect school operation or construction activities.
13. Provide pricing for Alternate E1 on the Proposal Pricing Form.
14. All fire caulking required for the work of this Bid Division.

ALSO INCLUDED continued…

15. Pay all utility company fees associated with the electrical service work.
16. Scheduling and coordinating with utility company.
17. Provide State of Michigan electrical permit and schedule inspections.
18. Coordination with other Bid Divisions.
19. Provide all required layout.
20. Contact Miss Dig before starting any site work.
21. Provide expediting report for all equipment.
22. Provide continuous housekeeping and clean-up.
23. Final clean-up.

CONSIDERATIONS FOR AWARD ACCEPTANCE:

1. To begin immediately following award and site readiness.
2. Insurances, manufacturer lists, must be in order prior to start-up.
3. The ability to submit all shop drawings, color samples, etc. within two (2) weeks after award.
4. To have proper equipment and responsible personnel to complete the above list of work.
5. To repair any adjacent materials damaged in the execution of the above listed work.
6. Replacement of and/or repair of defective and/or misaligned material belongs to this Contractor.
7. Expediting, communication and follow up is required.
8. Close cooperation with the Construction Manager and other Bid Divisions to provide input to develop Working Schedule.
9. Second shift work is required to coordinate with the Owner's schedule.

FARMINGTON PUBLIC SCHOOLS
FARMINGTON, MI
BID PACKAGE #3

PROPOSAL PRICING FORM

BIDDER'S NAME:

BID DIVISION 143: ELECTRICAL

A. 1. Our Lump Sum Bid for the work of this Bid Division is:

_____ Dollars ($_____).

Our cost for Performance and Labor & Material Payment Bonds, to be added to our Base Bid is:

_____ Dollars ($_____).

B. Alternates
Our Lump Sump cost to be added to our base bid (including PLM bond costs) for Alternate E1 is:

_____ Dollars ($_____).

C. Schedule Information

Anticipated Number of On Site Staff	
Anticipated Number of Weeks to Complete	
Manhours included in the base bid	

D. Signature: _____

Title: _____

Phone Number: _____

Date: _____

Company E-Mail: _____

Section 00400

PROPOSAL EXECUTION FORM
FARMINGTON PUBLIC SCHOOLS
BID PACKAGE #3

PROPOSAL PAGE 1

SUBMITTED BY: (name) _____(THE BIDDER)
(address) _____
(city, state, zip) _____
(phone) _____
BID DIVISION (S): _____/_____/_____

BID PROPOSAL DEADLINE: WEDNESDAY, FEBRUARY 24, 2016 @ 11:00 A.M. (local time).

DOCUMENTS
We have carefully read and fully understand the Bidding Documents and the Contract Documents, including the Instructions to Bidders, the General Conditions, the Specifications, the Addenda, and the Drawings related to the Work covered by our Proposal.

BID DIVISION RESPONSIBILITY
We recognize that the scope of Work within a Bid Division represents a construction segment that is not necessarily restricted to a single construction trade, and our Proposal includes work of all trades required to fully and successfully complete all of the Work required in the Bid Division(s) we have bid.

SCHEDULE
We have reviewed the Preliminary Milestone Schedule and hereby endorse it with regard to the Work of the Bid Division(s) we have bid unless an amendment to the Schedule is noted on the reverse side of this Form.

EXCEPTIONS AND/OR SUBSTITUTIONS
We have submitted our Proposal complete, as specified, and in accord with the Bidding Documents including Addenda and the Contract Documents, without exceptions or substitutions, unless otherwise noted on the reverse side of this form.

AGREEMENT
We understand that this Proposal, if accepted by the Owner, will be incorporated by reference into the contract directly with the Owner. We agree to accept a contract for the Work covered by this Proposal in accord with the Bidding Documents and the Contract Documents. This Proposal includes the Proposal Execution Form and at least one Bid Division Description/Proposal Pricing Form.

BID SECURITY
Please enclose a 5% Bid Security.

FARMINGTON PUBLIC SCHOOLS
PROPOSAL EXECUTION FORM
PROPOSAL PAGE 2

ADDENDA
We (the Bidder) acknowledge receipt of Addenda # _____ dated_____,
_____ dated _____, or _____ none received.

SCHEDULE AMENDMENT
If we have chosen to amend the possible Preliminary Milestone Schedule, our amendment is as follows:
_____

EXCEPTIONS AND/OR SUBSTITUTIONS
If exceptions and/or substitutions to the Bidding Documents and/or the Contract Documents are included in our Proposal, they are noted here:
_____
_____

VOLUNTARY ALTERNATE/VALUE ENGINEERING SUGGESTIONS
We suggest the following alternate procedure(s) and/or material(s)

Summary of Suggestion:	Deduct from Base Bid:
_____	_____
_____	_____

COMBINED BID DEDUCT
If awarded a contract for the combined Work of the following combination(s) of Bid Divisions, the corresponding amount(s) may be deducted from the total(s) of Base Bid(s) for such combination(s) of Bid Divisions.

Bid Division Numbers:	Combined Bid Deduct:
_____	_____
_____	_____

FAMILIAL RELATIONSHIP DISCLOSURE STATEMENT
By signing and notarizing below, we state that no familial relationship exists between the owner or any employee of the company and/or any member of the Farmington Public Schools Board of Education or superintendent of the school district. If such a relationship exists, please explain:

_____
_____

NOTARY: _____ DATE: _____
(print or type)
COUNTY: _____ STATE: _____
SIGNATURE OF NOTARY: _____ MY COMMISSION EXPIRES: _____

EXECUTION
NAME OF THE BIDDER: _____
Partnership, ____sole proprietor, ____other____, (specify:_____).

BY: _____(signature)
NAME: _____(type or print)
TITLE: _____
DATE: _____

END OF SECTION

SECTION 00421

AFFIDAVIT OF BIDDER
IRAN ECONOMIC SANCTIONS ACT

AFFIDAVIT OF COMPLIANCE – IRAN ECONOMIC SANCTIONS ACT
Michigan Public Act No. 517 of 2012

The undersigned, the owner or authorized officer of the below-named contractor (the "Contractor"), pursuant to the compliance certification requirement provided in the Farmington Public Schools' (the "School District") Bid or Request For Proposals For **2015 Bond Issue - Bid Package #3** (the "RFP"), hereby certifies, represents and warrants that the Contractor (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 Contractor is awarded a contract as a result of the aforementioned RFP, the Contractor will not become an "Iran linked business" at any time during the course of performing any services under the contract.

The Act defines an Iran Linked Business as an individual or any entity, including all successors, parent companies, subsidiaries and companies under common control, engaged in investment activities of $20,000,000.00 or more with the energy sector of Iran, including providing of products used to construct or maintain oil or liquefied natural gas pipelines.

The Contractor further acknowledges that any person who is found to have submitted a 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, the cost of the School District'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 a Request for Proposal for three (3) years from the date it is determined that the person has submitted the false certification.

BIDDER: _____

By: _____

Its: _____

STATE OF MICHIGAN)
)
COUNTY OF WAYNE)

The instrument was acknowledged before me on the _____ day of _____, 20__, by

_____
Notary Public

_____ County, Michigan
My Commission Expires:_____

Acting in the County of: _____

CONTRACTOR:

_____
Name of Contractor

SECTION 00500
CONSTRUCTION CONTRACT

The successful bidder will execute an agreement with the Owner which shall be the standard form of agreement between Owner and Contractor, *Construction Manager as Adviser Edition*, AIA Document A132 – 2009.

No contractual adjustment shall be due or requested as a result of failure on the part of the Contractor to fully acquaint themselves and all other parties to the contract with the provisions of AIA Document A132 – 2009.

AIA® Document A132™ – 2009

Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition

AGREEMENT made as of the TBD day of in the year
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Farmington Public Schools
32500 Shiawassee
Farmington, MI 48336

and the Contractor:
(Name, legal status, address and other information)

TBD

for the following Project:
(Name, location and detailed description)

Farmington Public Schools - 2015 Bond Package

Bid Package #3 - Farmington High School Remodeling Project

The Construction Manager:
(Name, legal status, address and other information)

McCarthy & Smith, Inc.
24317 Indoplex Circle
Farmington Hills, MI 48335

The Architect:
(Name, legal status, address and other information)
Wakely Associates, Inc.
30500 Van Dyke Avenue, Suite M-7
Warren, MI 48093

The Owner and Contractor agree as follows.

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

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

This document is intended to be used in conjunction with AIA Documents A232™–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132™–2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2009, Standard Form of Agreement Between Owner and Construction Manager as Adviser.

AIA Document A232™–2009 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.
/
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User Notes:
(1935764322)

TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

10 INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein (herein the "Agreement" or the "Contract"). Unless specifically excluded in this Contract, the Contract Documents do include the Advertisement or Invitation to Bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Project Manual, the Contractor's bid or proposal (to the extent it does not conflict with the Owner's bid documents), and portions of addenda relating to bidding requirements. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

TBD

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.
(Insert the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

*(Paragraphs deleted)*As detailed in the Preliminary Milestone Schedule issued in the Project Manual, Section 00 31 13,

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than ( ) days from the date of commencement, or as follows:

Init.
/

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User Notes:
(1935764322)

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

TBD

Portion of the Work	Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

§ 3.3.1 Time is of the essence with respect to the Contract Document and all obligations thereunder. The Contractor acknowledges and recognizes that (1) the Owner is entitled to full and beneficial occupancy and use of the completed Work on the date by which Substantial Completion is required for all Work under the Contract Documents (the "Required Substantial Completion Date").

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:
(Check the appropriate box.)

[X] Stipulated Sum, in accordance with Section 4.2 below

(Paragraph deleted)
(Based on the selection above, complete Section 4.2 below. Based on the selection above, also complete Section 5.1.4 below.)

§ 4.2 Stipulated Sum

§ 4.2.1 The Stipulated Sum shall be a not-to-exceed amount of TBD ($), subject to additions and deletions as provided in the Contract Documents.

§ 4.2.2 The Stipulated Sum is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 4.2.3 Unit prices, if any:
(Identify and state the unit price, and state the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)
Per the Proposal Pricing Form		

§ 4.2.4 Allowances included in the Stipulated Sum, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Allowance

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ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Construction Manager by the Contractor, and upon certification of the Project Application and Project Certificate for Payment or Application for Payment and Certificate for Payment by the Construction Manager and Architect and issuance by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

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

Ending on the day of the monthly meeting.

§ 5.1.3 Provided that an Application for Payment is received by the Construction Manager not later than the TBD day of the monthly meeting, the Owner shall make payment of the certified amount in the Application for Payment to the Contractor not later than the next monthly meeting In accordance with Section 9.3 of the AIA232-2009 General Conditions (as revised by the Owner). If an Application for Payment is received by the Construction Manager after the application date fixed above, the application will be held until the next monthly meeting and payment shall be made by the Owner not later than the following monthly meeting.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Progress Payments Where the Contract Sum is Based on a Stipulated Sum

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

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

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

.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ten percent (10 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in Section 7.3.9 of the General Conditions;

.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent (10 %);

.3 Subtract the aggregate of previous payments made by the Owner; and

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

§ 5.1.4.4 The progress payment amount determined in accordance with Section 5.1.4.3 shall be further modified under the following circumstances:

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.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to ninety percent (90 %) of the Contract Sum, less such amounts as the Construction Manager recommends and the Architect determines for incomplete Work and unsettled claims; and

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

§ 5.1.4.5 Reduction or limitation of retainage, if any, shall be as follows: Refer to Section 9.6.9 of the General Conditions.

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.4.3.1 and 5.1.4.3.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

(Paragraphs deleted)

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2 of AIA Document A232–2009, and to satisfy other requirements, if any, which extend beyond final payment;

.2 the Contractor has submitted a final accounting for the Cost of the Work, pursuant to Exhibit A, Determination of the Cost of the Work when payment is on the basis of the Cost of the Work, with or without a Guaranteed Maximum payment; and

.3 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect; such final payment shall be made by the Owner not more than 30 days after the issuance of the final Certificate for Payment or Project Certificate for Payment, or as follows: and

.4 when all Contract close-out documentation has been received by the Construction Manager and reviewed by the Architect.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A232–2009, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A232–2009, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

[ ] Arbitration pursuant to Section 15.4 of AIA Document A232–2009.

[X] Litigation in a court of competent jurisdiction, unless the parties mutually agree in writing to an alternative method for dispute resolution.

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[ ] Other: *(Specify)*

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 Where the Contract Sum is a Stipulated Sum

§ 7.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2009.

§ 7.1.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2009.

(Paragraphs deleted)

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A232–2009 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

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

0 % zero

§ 8.3 The Owner's representative:
(Name, address and other information)

Jon Riebe
Director of Facilities
Farmington Public Schools
32789 Ten Mile Road
Farmington, MI 48336

§ 8.4 The Contractor's representative:
(Name, address and other information)

TBD

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

§ 8.6.1 OWNER REPRESENTATIVE CONSULTANT, Owner has engaged Plante Moran Cresa (PMC) as an independent Owner Representative Consultant and Advisor on the Project. Contractor shall keep the Construction Manager and PMC informed in matters regarding the Project. Unless otherwise provided in this Agreement. Contract Document or specifically authorized by the Owner, the Owner Representative and Advisor is not authorized to commit the Owner in matters regarding changes in the Work, Construction Schedule, or grant approval on behalf of the Owner. The Owner and/or the Owner's Designated Representative have the sole right to make decisions in matters regarding the Project.

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§ 8.6.2 The Owner, being a public body, shall render decisions within a reasonable time after being requested to do so by the Contractor. The Construction Manager, assigned by the Owner Representation Consultant, shall prepare and submit all recommendations for which approval is required by the owner as soon as reasonably possible unless another schedule is agreed to by the Owner in writing.

§ 8.6.3 The Contractor shall disclose to the Owner in writing the special terms and conditions entered into with any contractor, seller, third party or any other vendor engaged for the project by anyone other than the Owner. Cash discounts obtained on payments made by the Contractor shall accrue to the Owner if (1) before making the payment, the Contractor included them in an Application for Payment and received payment therefore from the Owner, or (2) the Owner has deposited funds with the Contractor with which to make payments: otherwise, cash discounts shall accrue to the Contractor. Trade discounts, equipment rental discounts, rebates, refunds, insurance and surety bonding credits, and amounts received from sales of surplus materials and equipment shall accrue to the owner, and the Contractor shall make provisions so that they can be secured.

§ 8.6.4 The Contractor shall inspect the Work of the trade Contractors on the Project as it is being performed until final completion and acceptance of the Project by the Owner to assure that the Work performed and the materials furnished are in accordance with the Contract Documents and that Work on the Project is progressing on schedule. In the event that the quality control testing should indicate that the Work as installed, does not meet the requirements of this Project, the Architect shall determine the extent of the Work that does not meet the requirements and the Contractor shall direct the Trade Contractor (s) to take appropriate corrective action, and advise the Owner of the corrective action.,

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A132–2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition (as revised by the Owner).

§ 9.1.2 The General Conditions are, AIA Document A232–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Project Manual			

§ 9.1.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Section	Title	Date	Pages
Project Manual			

§ 9.1.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)
Project Manual

Number	Title	Date

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
TBD		

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

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents are:
(Paragraphs deleted)

.41 Other documents, if any, listed below:
(List here any additional documents which are intended to form part of the Contract Documents. AIA Document A232–2009 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

Exhibits TBD

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A232–2009.
(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A232–2009.)

Type of Insurance or Bond	Limit of Liability or Bond Amount ($0.00)

§ 10.1 Comprehensive General Liability with policy limits of not less than One Million Dollars ($1,000,000.00) for each occurrence and Two Million Dollars ($2,000,000.00) in the aggregate for bodily injury and property damage. Farmington Public Schools is to be named Additional Insured for Ongoing and Completed Operations per ISO additional insured forms CG 20 33 and CG 20 37, with "primary / non-contributory" verbiage. Contractors required to attach copies of additional insured endorsements to their certificates of insurance.

§ 10.2 Automobile Liability covering owned and rented vehicles operated by the Contractor with policy limits of not less than One Million dollars ($1,000,000.00) combined single limit and aggregate for bodily injury and property damage.

§ 10.3 Worker's Compensation at statutory limits and Employers Liability with a policy limit of not less than One Million Dollars ($1,000,000.00).

§ 10.4 Umbrella Coverage with policy limits as listed below:
a. $1,000,000.00 per occurrence
b. $1,000,000.00 aggregate

This Agreement is entered into as of the day and year first written above.

OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
Jon Riebe, Director of Facilities Farmington Public Schools	TBD
(Printed name and title)	*(Printed name and title)*

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SECTION 00600
PRE-CONTRACT PERFORMANCE SUBMITTALS

PART 1 GENERAL

1.01 DESCRIPTION

A. Each Contractor shall submit the following pre-contract performance submittals when applicable, within ten days of the date of the Letter of Intent.

B. Pre-contract submittals shall be submitted separately for each Contract.

1.02 PRE-CONTRACT SUBMITTALS

The contractor shall not commence work nor allow subcontractors or sub-subcontractors to commence work until the following submittals are provided and approved:

A. Performance, and Labor and Material Payment Bond for 100% of the Contract Amount (if required).

B. Insurance Certificate with coverage's as specified in Section 00810; Article 11, Insurance.

C. A Schedule of Values.

D. List of Subcontractors, material suppliers and equipment manufacturers.

E. A detailed schedule for the work of the Contractor.

F. Material Data Sheets for all materials to be used on-site.

G. Contractor written Safety Program.

END OF SECTION

SECTION 00635
CHANGE ORDER PRICING FORM

PART 1 GENERAL

1.1 SUMMARY

A. This section provides project prime contractors with a standardized form for submitting change order pricing for the project.

B. All pricing for bulletins, field change authorizations, ect., will be required to be submitted on the Change Order Pricing form.

END OF SECTION

Farmington Public Schools

= to be completed by Contractor
= predetermined or automatic calculation

CONTRACTOR QUOTATION - WORK ITEMS DETAIL

Date:		**Project Name:**	
Contractor:		**A/E / A/E Project #:**	
Check One ☐ Check if PRIME Contractor ☐ Check if Subcontractor		**CM:**	McCarthy & Smith, Inc.

BULLETIN NO:		**CCD NO:**		**ASI NO:**		**Contractor CHANGE REQUEST NO:**	

Description of Work:

A. MATERIALS and PURCHASED EQUIPMENT

Enter negative quantity for deleted work items. DO NOT INCLUDE State Sales Tax.

Description	Quantity	Measure	Charge Price	Per	TOTAL
1 -					$0.00
2 -					$0.00
3 -					$0.00
4 -					$0.00
5 -					$0.00
8 - Shipping/Freight (when applicable)	1	LS	$ -	LS	$0.00

*** To add rows: COPY row, then INSERT COPIED CELLS, then re-number. ***

Sub-Total Material Amount =	$0.00
6% State Sales Tax Amount =	$0.00
Sub-Total Material Amount =	$0.00
10% Overhead & Profit Mark-up (0% if Credit) =	$0.00
Total Material Amount =	$0.00

B. LABOR

On first quotation provide breakdown of rate for review by McCarthy & Smith. Rate to included burden and 10% OH&P per contract.

	Approved HOURLY Straight Time RATE (a)	TOTAL Straight Time HOURS (b)	Approved Hourly 1-1/2 Time Rate (c)	TOTAL 1-1/2 Time HOURS (d)	Approved Hourly Double Time Rate (e)	TOTAL Double Time HOURS (f)		TOTAL Straight Time AMOUNT = a x b	TOTAL 1-1/2Time AMOUNT = c x d	TOTAL Double Time AMOUNT =e x f
Craft/Trade: Classification:	$ -		$ -		$ -		=	$ -	$ -	$ -
Craft/Trade: Classification:	$ -		$ -		$ -		=	$ -	$ -	$ -
Craft/Trade: Classification:	$ -		$ -		$ -		=	$ -	$ -	$ -
Craft/Trade: Classification:	$ -		$ -		$ -		=	$ -	$ -	$ -
							Sub-Totals =	$ -	$ -	$ -

*** To add rows: COPY row, then INSERT COPIED CELLS, then re-number. ***
*** WHEN ADDING ROWS, LINK PROPERLY TO LABOR RATE SUMMARY TAB ***

Sub-Total Field Labor Amount (Straight time + x1.5 time + x2 time) =	**$0.00**
If net credit, reduction in credit to omit 10% Overhead & Profit in labor rate =	**$0.00**
Total Labor Amount =	**$0.00**

C. FIELD EQUIPMENT RENTALS

Enter negative quantity for deleted work items.

Field Equipment Description (i.e. Backhoe, manlift, etc. - Not Job Vehicles)	Quantity	Measure	Charge Price	Per	
1 -					$0.00
2 -					$0.00
3 -					$0.00

*** To add rows: COPY row, then INSERT COPIED CELLS, then re-number. ***

Sub-Total Field Equipment Amount =	$0.00
10% Overhead & Profit Mark-up (0% if Credit) =	$0.00
Total Field Equipment Amount =	**$0.00**

D. UNIT PRICES: Include material, labor, all taxes other costs and fees

Enter negative quantity for deleted work items.

Field Equipment Description (i.e. Backhoe, manlift, etc. - Not Job Vehicles)	Quantity	Measure	Charge Price	Per	
1 -					$0.00
2 -					$0.00

*** To add rows: COPY row, then INSERT COPIED CELLS, then re-number. ***

Total Unit Price Amount =	**$0.00**

E. SUBCONTRACTOR MARK-UP

Name of Subcontractor	Amount
1 -	$0.00
2 -	$0.00
3 -	$0.00

*** To add rows: COPY row, then INSERT COPIED CELLS, then re-number. ***

Sub-Total Subcontractor Amounts =	$0.00
5% Overhead & Profit Mark-up (0% if Credit) =	$0.00
Total Subcontractor Amount =	**$0.00**

TOTAL AMOUNT FOR WORK ITEM NO.

BULLETIN NO.	**CCD NO.**	**ASI NO.**	**Contractor CHANGE REQUEST NO.**

A.	Total Material Amount =	**$0.00**
B.	Total Labor Amount =	**$0.00**
C.	Total Field Equipment Amount =	**$0.00**
D.	Total Unit Price Amount =	**$0.00**
E.	Total Subcontractor Mark-up Amount =	**$0.00**
F.	Bond Premium =	**$0.00**
	TOTAL AMOUNT FOR WORK ITEM =	**$0.00**

Bond % 1%

SECTION 00700

GENERAL CONDITIONS

The General Conditions of the contract for construction, *Construction Manager as Adviser Edition,* are AIA Document A232 - 2009 issued by the American Institute of Architects, 2009 Edition.

No contractual adjustment shall be due or requested as a result of failure on the part of the Contractor to fully acquaint themselves and all other parties to the contract with AIA Document A232 -

END OF SECTION

AIA® Document A232™ – 2009

General Conditions of the Contract for Construction, Construction Manager as Adviser Edition

for the following PROJECT:
(Name, and location or address)

Farmington Public Schools – 2015 Bond Election

THE CONSTRUCTION ~~MANAGER:~~MANAGER as Advisor:
(Name, legal status and address)

McCarthy & Smith, Inc.
24317 Indoplex Circle
Farmington Hills, Michigan 48335

THE OWNER:
(Name, legal status and address)

Farmington Public Schools
32500 Shiawassee
Farmington, Michigan 48336

THE ARCHITECT:
(Name, legal status and address)

Wakely Associates, Inc.
30500 Van Dyke Avenue
Suite M-7
Warren, Michigan 48093

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

This document is intended to be used in conjunction with AIA Documents A132™–2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; B132™–2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2009, Standard Form of Agreement Between Owner and Construction Manager as Adviser.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents. The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the ~~Agreement),~~ "Agreement" or the "Contract"), and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically ~~enumerated~~ excluded in the Agreement, the Contract Documents ~~do not include~~ doinclude the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or ~~proposals, the Contractor's bid or proposal,~~ proposals including the Owner's Request For Proposals for Architectural/Engineering Services and Construction Management Services, for the 2015 Bond respectively (collectively the "RFP"), the Project Manual and the Contractor's bid or proposal (to the extent it does not conflict with the Owner's RFP, or portions of addenda relating to bidding requirements).

§ 1.1.2 The Contract. The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and the Construction Manager or the Construction Manager's consultants, (3) between the Owner and the Architect or the Architect's consultants, (4) between the Contractor and the Construction Manager or the Construction Manager's consultants, (5) between the Owner and a Subcontractor or Sub-subcontractor (6) between the Construction Manager and the Architect, or (7) between any persons or entities other than the Owner and Contractor. The Construction Manager and Architect shall, however, be entitled to performance and enforcement of obligations under the Contract Documents intended to facilitate Contractor's performance of ~~their~~ its duties.

§ 1.1.3 The Work. The term "Work" ~~means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations.~~ consists of all goods and services, such as labor, transportation, materials, tools, and equipment (i) to be incorporated into the Project (or the Contractor's portion of the Project if the Contractor is not responsible for the entire Project), (ii) required of the Contractor under the Contract Documents, or (iii) necessary or appropriate to fully construct, operate and maintain the Project (or the Contractor's portion of the Project if the Contractor is not responsible for the entire Project). The Work shall be performed in accordance with the Contract Documents. The Work may constitute the whole or a part of the Project. The term "Work" shall also include labor, materials, equipment and services provided or to be provided by Subcontractors, sub-subcontractors, material suppliers or any other entity for whom the Contractor is responsible under or pursuant to the Contract Documents.

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

§ 1.1.5 The Drawings. The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

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

§ 1.1.7 Instruments of Service. Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

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§ 1.1.8 Initial Decision Maker. The Initial Decision Maker ~~is the person identified~~ shall be the Architect, unless otherwise provided in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

§ 1.1.9 PRODUCTS. The term "Product(s)" as used in the Contract Documents refers to the materials, systems and equipment provided by the Contractor for use in the Work of the Project.

§ 1.1.10 WARRANTY/GUARANTY. The terms "Warranty" and "Guarantee" as used in the Contract Documents shall have the same meaning and shall be defined as "legally enforceable assurance of satisfactory performance or qualify of a product or Work."

§ 1.1.11 Where materials, systems, goods and equipment items are referred to in the singular, such reference shall not serve to limit the quantity required. The Contractor shall furnish quantities as required by the Contract Documents to complete the Work.

§ 1.1.12 Unless specifically limited in the Contract, the words "furnish," "install," and "provide," or any combination thereof mean to furnish and incorporate into the Work, including all necessary labor, materials, and equipment and other items required to perform the Work indicated.

§ 1.1.13 PROJECT MANUEL. The Project Manual is a volume of documents and information assembled for the Work which may include the bidding requirements, sample forms, Conditions of the Contract, Specifications, Drawings, the Contract and other information furnished by the Owner.

§ 1.1.14 APPLICABLE LAWS. Applicable Laws means all applicable federal, state and local codes, statutes, ordinances, laws (including, but not limited to, the Americans with Disabilities Act ["ADA"], the Revised School Code, MCL 380.1 et seq., the School Building Construction Act, MCL 388.851 et seq., the Stille-Derosett-Hale Single State Construction Code Act, MCL 125.1501 et seq., the Michigan Building Code, and the, rules and regulations, policies, guidelines and consent, administrative or other lawful orders of all public authorities having jurisdiction over the Project, the Work site, the Work or the prosecution of the Work.

§ 1.1.15 CONSTRUCTION SCHEDULE. The Construction Schedule is the Critical Path Method ("CPM") schedule for construction of the Work submitted as part of the Contractor's Contract Sum or Guaranteed Maximum Price Proposal, prepared by the Contractor and approved by the Owner, in writing, in accordance with Section 3.10. The Construction Schedule can be modified only by Change Order. Following any such modification, the term "Construction Schedule" shall mean the most recent Owner-approved version. The initial agreed upon Construction Schedule is attached to the Contract as an Exhibit and is referred to as the Project Schedule.

§ 1.1.16 MILESTONE DATES. The Milestone Dates are those dates included in the Master Design and Construction Schedule and Construction Schedule that are critical to ensuring the timely and orderly completion of the Work in accordance with the requirements of the Contract Documents.

§ 1.1.17 CONSTRUCTION TEAM. The Construction Team includes the Contractor, Subcontractors, sub-subcontractor at any tier and suppliers and (i) all other persons in privity of contract with any of them in connection with the Work (except the Owner), (ii) anyone else providing labor, materials, supplies, equipment or services as part of or in connection with the Work (except those, if any, hired directly or indirectly by the Owner), and (iii) all of their officers, employees, agents, and independent contractors.

§ 1.1.18 CONSTRUCTION TIME. The Construction Time is the number of calendar days described in the Construction Schedule in which (or, alternatively, the date set forth in the Construction Schedule by which) Substantial Completion shall be achieved, subject to any extensions granted in executed Change Orders or otherwise specifically permitted by the Contract Documents. Any references to Contract time shall be interpreted to mean Construction Time.

§ 1.1.19 EXTRAORDINARY MEASURES. Extraordinary Measures are corrective measures necessary to expedite the progress of the Work, including (i) working additional shifts or overtime, (ii) supplying additional manpower, equipment, and facilities, (iii) expediting the delivery of materials, and (iv) other similar measures. Subject to the Contractor's rights under Section 7.5, the Owner shall have the right to order the Contractor to take Extraordinary Measures when it determines that the performance of the Work, as of a Milestone Date, has not progressed to or reached the level of completion required by the Contract Documents at Contractor's sole cost and expense.

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SECTION 00810
SUPPLEMENTAL AND SPECIAL CONDITIONS
TO
GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION,
Construction Manager as Adviser Edition
AIA DOCUMENT A232 - 2009

1.0 GENERAL CONDITIONS

1. The General Conditions, Section 00 72 00, are hereby made a part of this Section. The articles contained in this Section may delete, modify, or add to the provisions of the General Conditions and shall take precedence over the General Conditions. Notwithstanding the above, in the event of any contradiction or ambiguity between these Supplemental Conditions and the Agreement, the General Conditions of the Contract, or any other Contract Documents, the conflict shall be resolved by giving effect to the most stringent provision (i.e., the provision, which requires the highest standard of performance and is most beneficial to the Owner).

ARTICLE 3
CONTRACTOR

3.7 PERMITS, FEES AND NOTICES

Add the following:

3.7.1. The Contractor shall submit Drawings and Specifications to the office of any Government department having jurisdiction over Work of this character, for the Contractor's specific scope(s) of Work, and shall obtain and pay for examination fees, and any other fees required by said departments.

3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

3.12.11 Architect's approval of Contractor's Shop Drawings, Product Data, Samples or similar submittals shall not limit, diminish or relieve the Contractor's responsibility for its Work under the Agreement.

3.13 USE OF SITE

Add the following Subparagraph:

3.13.3 Materials stored within contract limits shall be in an area designated by the CM. Materials or equipment lost through mishandling shall be replaced by the Contractor without cost to the Owner. Materials, tools and equipment which will not become incorporated into the final building product, lost through theft, shall be replaced by the Contractor without cost to the Owner.

3.14 CUTTING AND PATCHING

3.14.1 Add the following sentence:

Permission to patch any areas or items of work does not imply a waiver of the Architect's right to require complete removal and replacement if, in the Architect's opinion, said patching does not satisfactorily restore the quality and appearance of the work.

ARTICLE 4
ARCHITECT AND CONSTRUCTION MANAGER

4.2 ADMINISTRATION OF THE CONTRACT

4.2.3 Delete the 1st sentence of this paragraph in its entirety. Add after 1st sentence: Notwithstanding that the Construction Manager is required to have it personnel at the Project Site in accordance with its contractual obligations with the Owner, the presence of such personnel shall not limit or diminish Contractor's responsibility for its Work under the Agreement.

4.2.5 In the 1st sentence after the words "or charge of," add "and will not be responsible for"…

4.2.7 After the 1st sentence, add the following
"The Construction Manager will assemble each of the Contractor's Applications for Payment with similar Applications from other Multiple Prime Contractors into a Project Application and Project Certificate for Payment. After reviewing and certifying the amounts due the Contractors, the Construction Manager will submit the Project Application and Project Certificate for Payment, along with the applicable Contractors' Applications and Certificates for Payment, to the Architect."

4.2.8 Add the following to the end of the sentence ending in "Contract Document" in the tenth line "; however, the Construction Manager cannot request removal and replacement of rejected work without approval of the Owner or the Architect".

4.2.11 Delete the period at the end of the sentence and add the following:
"nor shall the Architect's final review of a Drawing or of an assembly indicate concurrence with specific items previously reviewed by the Architect, but which have been subsequently altered without the Contractor's notification in writing or on the submittal of the alteration. Markings or comments shall not be construed as relieving the Contractor from compliance with the Project Drawings and Specifications, nor departures therefrom. The Contractor remains responsible for details and accuracy, for conforming and correlating all quantities and dimensions, for selecting fabrication processes, for techniques of assembly, and for performing its Work in a safe manner.

4.2.20 Architect's approval of Contractor's submittals shall not limit, diminish or relieve the Contractor's responsibility for its Work under the Agreement.
"

ARTICLE 7
CHANGES IN THE WORK

7.1 CHANGES

Add the following paragraph:

7.1.1.1 The Construction Manager has no rights under the terms of its Agreement with the Owner to order or approve Extra Work or Change Orders in the Field.

7.3 CONSTRUCTION CHANGE DIRECTIVES

7.3.3.3 Delete the words "mutually acceptable fixed or percentage fee" and add the words "ten percent (10%) allowance for overhead and profit. Allowable contractor mark-up for overhead and profit for subcontractor work shall be five percent (5 %)."

7.3.7 Delete the word "reasonable" nearest the end of the first sentence of the paragraph and substitute "ten percent (10%)". Insert new sentence after the first sentence "Allowable contractor mark-up for profit and overhead for subcontractors work shall be five percent (5%)."

7.3.7.1 Add these subparagraphs:

.a "Field Labor shall be priced in accordance with Contractor's signatory union or the Prevailing Wage Rate schedule. This is to include straight time hours for the Work performed. No supervision hours or percentage is to be included in this item."

.b "Payroll taxes and fringe benefits for field labor shall include FICA, Federal & State Unemployment, Health & Welfare, Pension Funds, Workers Compensation Insurance and Apprentice Training Funds. Each item shall be listed separately."

7.3.7.2 Add these subparagraphs:

.a "For Contractor owned equipment, charges will be limited to (100 %) one hundred percent of the documented rental costs. The cost will be limited to the published rates in the Associated Equipment Dealers Blue Book. Equipment that is on site and part of the normal course of Work shall not be subject to an additional cost. No additional cost will be allowed for hand tools, minor equipment, and basic scaffolds."

.b "Reasonable delivery charges or per mile trucking shall be included for the delivery of the materials and equipment that require special delivery. Extra materials that are delivered with base bid materials shall not be subject to additional trucking expense unless it can be documented that an extra cost was incurred. Charges for the use of pickups shall not be included. Lump sum mobilization charges shall not be accepted."

.c "Material and supplies purchased by the Contractor to be incorporated into the Work, shall include quotations from suppliers and dealers."

7.3.7.3 Add these subparagraphs entirely:

.a "Non-owned heavy equipment or specialty tools shall be limited to (100 %) one hundred percent of the documented rental costs. This does not include hand tools, minor equipment, and basic scaffolds. Equipment that is on site and part of the normal course of Work shall not be subject to additional costs. No additional cost will be allowed for hand tools, minor equipment, and basic scaffolds."

7.3.7.4 Add these subparagraphs:

.a "The cost of extending the Bonds and insurance will be allowed with no additional cost for Overhead or Profit."

.b "The cost for permits, inspections and testing shall be limited to the actual cost with no additional cost for Overhead or Profit."

7.3.7.5 Add the following subparagraph

a. "Contractor shall provide pricing on forms provided by the CM."

ARTICLE 9
PAYMENTS AND COMPLETION

9.7 FAILURE OF PAYMENT

Delete the words "plus interest" in the last sentence of the paragraph.

ARTICLE 11
INSURANCE AND BONDS

11.0 INSURANCE

11.1.2 The insurance required by Subparagraph 11.1.1 shall be as follows:

.2 Commercial General Liability Insurance covering (the Contractors must provide liability coverage on an occurrence base format):

A. Operations - Premises Liability: including, but not limited to, bodily injury, including death at any time resulting therefrom, to any person or property damage resulting from execution of the Work provided for in this Contract or due to or arising in any manner from any act or any omission or negligence of the Contractor and any Subcontractor, their respective employees or agents.

B. Elevator Liability: including, but not limited to, bodily injury, including death at any time resulting therefrom, to any person or property damage resulting from operation or use of any elevator or hoist, if either or both are operated or used in connection with execution of this Contract.

C. Contractor's Protective Liability: including, but not limited to, bodily injury, including death at any time resulting therefrom, to any person or property damage resulting from acts or any omission of any Subcontractor, their employees or agents.

D. Products - Completed Operations Liability: including, but not limited to, bodily injury, including death at any time resulting therefrom, to any person or property damage because of goods, products, materials, or equipment used or installed under this Contract or because of completed operations, which may become evident after acceptance of the building, including damage to the building or its contents.

E. Contractual Liability - Each and every policy for liability insurance, carried by each Contractor and Subcontractor as required by this Article shall specifically include contractual liability (hold harmless clause) coverage with respect to Article 3.18 of the AIA General Conditions.

F. Special Requirements: the insurance required under 11.1.2.2 of this Article shall specifically include the following special hazards:

1. Property damage caused by conditions otherwise subject to exclusions "X,C,U" explosion, collapse or underground damage, as defined by the National Bureau of Casualty underwriters.

2. Property damage liability coverage shall be broad form coverage.

3. "Occurrence" bodily injury coverage in lieu of "Caused by accident".

4. "Occurrence" property damage coverage in lieu of "Caused by accident".

5. EXCEPTION: Contracts that do not require excavation or underground work are not required to have the above "Special hazards" insurance coverage under 1 above.

.3 Comprehensive Automobile Liability Insurance covering:

A. All owned, hired, or non-owned vehicles including the loading or unloading thereof.

B. Special Requirements: The insurance required under 11.1.2.3 of this Article shall specifically include the following special hazards:

1. "Occurrence" bodily injury in lieu of "Caused by accident".

2. "Occurrence" property damage in lieu of "Caused by accident".

.4 Umbrella Clause: If an umbrella clause is written to implement the above prime coverages, the umbrella clause shall specifically state that the policy is written on an "occurrence' basis. Any combination of underlying premium with excess or umbrella coverage will satisfy the total liability limits required in the Agreement.

11.1.5 If requested by the Owner, Contractor shall furnish the Owner with true copies of each policy required of them or their subcontractors.

11.1.6 The General Liability policy limit shall be issued on a per Project basis covering this Project alone.

ARTICLE 12
UNCOVERING AND CORRECTION OF WORK

12.2 CORRECTION OF WORK

Add the following:

12.2.1.2 If any Contractor or any of his Subcontractors chooses to use any system, equipment, facilities or services which have been installed into the building as a permanent part thereof by any other Contractor, said Contractor shall assume full responsibility for damage to said system, equipment, facilities, or services and shall make such arrangements with the installing Contractor as are necessary, so that in no case the performance for the period mentioned above shall be jeopardized as a result of such use.

ARTICLE 14
TERMINATION OR SUSPENSION OF THE CONTRACT

14.2 TERMINATION BY THE OWNER FOR CAUSE

Add the following subparagraphs:

ADD THE FOLLOWING PARAGRAPH AND SUBPARAGRAPHS AS FOLLOWS:

14.4

14.4.4 All obligations of the Contractor under the Contract with respect to completed Work, including but not limited to all warranties, guarantees, indemnities, insurance and Bonds shall apply to all Work completed or substantially completed by the Contractor prior to a convenience termination by the Owner. Notwithstanding the above, any convenience termination by the Owner or payments to the Contractor shall be without prejudice to any claims or legal remedies that the Owner may have against the Contractor for any cause.

14.4.5 Upon a determination that a termination of this Contract, other than a termination for convenience under this Paragraph 14.4, was wrongful or improper for any reason, such termination shall automatically be deemed converted to a convenience termination under this Paragraph 14.4, and the Contractor's remedy for such wrongful termination shall be limited to the recoveries specified under Subparagraph 14.4.3.

14.4.6 Contractor is required to include a termination for convenience clause in all of its subcontractor and supplier contracts, in substantially similar form as set forth in this Paragraph 14.4, and that limits the subcontractors and suppliers to exclusive remedies no greater than those set forth in Subparagraph 14.4.3 that are available to the Contractor. Contractor shall bear all costs arising or related to its failure to include such clause in its subcontracts.

END OF SECTION

SECTION 00820
ADDITIONAL ARTICLES
TO
GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION,
Construction Manager as Advisor Edition
AIA DOCUMENT A232 - 2009

1.0 GENERAL CONDITIONS

1. The General Conditions, Section 00 72 00, are hereby made a part of this Section. The articles contained in this Section add to the provisions of the General Conditions and shall take precedence over the General Conditions. Notwithstanding the above, in the event of any contradiction or ambiguity between these Additional Articles and the Agreement, the General Conditions of the Contract, or any other Contract Documents, the conflict shall be resolved by giving effect to the most stringent provision (i.e., the provision, which requires the highest standard of performance and is most beneficial to the Owner).

ARTICLE 16
OWNER PURCHASED MATERIAL AND/OR EQUIPMENT

16.1 As an expedient, the Owner may purchase certain material and equipment to be incorporated into the Work by designated Bid Division Contractors. The designated Contractor is to accept delivery and unload, handle, store and install the items. Upon delivery, the designated Contractor is to verify Product suitability, quantity, quality and condition as soon as it can be ascertained and shall accept care, custody and control responsibility as if it were their own purchase.

16.2 Products furnish and paid for by the Owner are described in the Specifications and in the Bid Division Descriptions (Section 00 41 26).

16.3 Owner's Responsibilities Regarding Owner-Furnished Products:

.1 Arrange for and deliver necessary shop drawings, Product data and samples to the installing Contractor,
.2 Arrange and pay for Product delivery to the site, in concert with the Short Term Construction Activities Plan,
.3 Arrange for the suppliers to submit bills of materials directly to the Owner,
.4 Inspect deliveries jointly with Contractors,
.5 Submit claims for transportation damage,
.6 Arrange for replacement of damaged, defective, or missing items,
.7 Arrange for manufacturer's warranties, bonds, service, and inspections, as required.

16.4 Contractor's Responsibilities, Regarding Owner-Furnished Products:

.1 Designate needed delivery dates for each Product in the Construction Schedule.
.2 Review shop Drawings, Product data and samples,
.3 Review and return Owner-Furnished shop drawings, data and samples with notification of any discrepancies or problems anticipated in the use of the Product,
.4 Promptly inspect products jointly with the Owner, and record shortages, damaged items and defective items,
.5 Receive Products at the site, including unloading, uncrating and storage,
.6 Protect Products from exposure to elements, and other forms of damage,
.7 Assemble, install, connect, adjust and finish Products as stipulated in the Specifications,
.8 Repair or replace items damaged by the Contractor's carrying out their responsibilities

ARTICLE 17
JOB MEETINGS

17.1 MEETINGS

17.1.1 Meetings shall be conducted periodically by the Construction Manager for the purpose of coordinating and expediting the Work. It shall be mandatory that each Contractor's Project Manager and/or Superintendent, foreman or lead person be in attendance. Also, from time to time, the Construction Manager will designate certain Subcontractors to attend. Failure by a Contractor to attend a scheduled mandatory meeting may, at the Owner's option, result in a $250.00 deduction from the Contractor's Contract for each meeting not attended.

17.1.2 Progress and Project Meetings shall be held at the site on a regularly scheduled basis. The date and hour will be established by the Construction Manager.

17.1.3 The essence of the discussions and decisions of each meeting will be entered into the minutes and copies of the minutes will be furnished to all in attendance and interested parties.

ARTICLE 18
CONTRACTOR PERFORMANCE

18.1 STARTING THE WORK

18.1.1 The Contractor shall commence the Work in such a manner and at such a time as to expeditiously interface with the Work of other contractors, and shall pursue the Work diligently to completion. The Contractor shall work in a cooperative manner with other contractors.

18.1.2 Upon receipt of a Letter of Intent, the Contractor shall pursue and complete the Work without voluntary interruption for any reason, as long as the Work can be performed. The Contractor agrees that they shall continue the Work at all times the Work can be performed, at a pace consistent with good industry practice regardless of pending or current claims or disputes in connection with the Contract Documents.

18.2 TIMELY PERFORMANCE

18.2.1 It is the Owner's intent to complete the Project as soon as possible, and in this pursuit the Owner may coordinate the scheduling function. The Contractor agrees to cooperate in scheduling and performing the Work to achieve completion of the Project as soon as possible.

18.2.2 The Contractor acknowledges and accepts the prospects of such delays, interferences and interruptions to the progress of the Project and to the Work as are inherent in the construction industry. The Contractor represents that they have included compensation for such delays, interferences and interruptions in the Contract Sum.

18.2.3 The Owner does not guarantee that delays, interferences and/or interruptions to the Work will not occur. The Owner expressly disclaims any responsibilities or obligations resulting from delays, interferences or interruptions.

18.2.4 The Contractor shall not be entitled to additional compensation or damages due to delays, interferences or interruptions to the Work or the Project, but shall be entitled only to an appropriate extension of time in accord with the General Conditions of the Contract for Construction.

ARTICLE 19
CONSTRUCTION SCHEDULING

19.1 SCHEDULING

19.1.1 The Construction Manager will provide the overall scheduling function for the Project, and will coordinate scheduling input from Contractors during the course of construction. Day-to-day activities planned by Contractors will be incorporated into a Construction Schedule. The purpose of the Construction Schedule is to guide the Project from milestone to milestone, using input provided by Contractors.

19.1.2 The Work to be performed under this Contract shall be commenced immediately and be completed in accordance with the Milestone Dates and the subsequent Construction Schedule incorporating scheduling input from the Contractors on the Project. Contractor agrees to complete its Work in accordance with the Construction Schedule as updated from time to time, and specifically in accordance with day-to-day schedule input submitted to the Construction Manager by the Contractor and accepted by the Construction Manager for incorporation in the Construction Schedule. It is expressly understood and agreed that upon request by the Construction Manager the Contractor shall adjust its individual scheduled activities to allow coordination of the Project Work, to achieve established Milestone Dates or to allow completion of the Project in an expeditious manner, all without additional compensation to the Contractor or damages of any kind.

19.1.3 The Construction Manager will provide a Milestone Dates which will establish the major points of completion during construction, and toward which Contractors shall orient their efforts.

19.1.4 If at any time a Contractor is of the opinion that the quality of their Work is, or will be jeopardized, as a result of the scheduling or coordination of the Project, or for any other reason known to them, they shall stop work and immediately inform the Construction Manager of their action and the reasons therefore. The Contractor shall immediately, on the same day, reduce their action and their reasons to writing, hand it to the Field Construction Manager for the record, and mail a copy to the Architect. Upon subsequent and timely investigation by the Construction Manager and the Architect, a decision shall be made on the point of jeopardy, and the problem resolved in accordance with the full intent of the Contract Documents.

19.2 INTERMITTENT WORK

19.2.1 If a Contractor's Work is intermittent by nature, or if they have reason to leave the Site for a period of two days or more, they shall inform the Construction Manager in advance.

19.2.2 When planning to leave the Site during the course of its Work, a Contractor shall provide evidence that their absence will not adversely affect the progress of the Project, nor of any other Contractor's previously scheduled Work commitment.

19.2.3 When planning to reduce manpower during the course of its Work, a Contractor shall provide evidence that reduced manpower will not adversely affect the progress of the Project, nor of any other Contractor's previously scheduled work commitment.

19.2.4 Contractors shall cancel any absences or manpower reductions that, in the opinion of the Construction Manager, will adversely affect scheduled progress as determined by the Construction Schedule.

19.2.5 Each Bid Division Contractor is required to report to the Field Construction Manager prior to resuming Work on the Project after an absence from the site for one or more working days. The purpose of reporting is to make the Field Construction Manager

aware of the contractors re-involvement with the work and to provide an update of any conditions that could affect the continuing work of the Contractor.

19.3 WORK DAYS

19.3.1 Construction Schedules are based on Contractors working five (5) day weeks, eight (8) hours per day unless overtime or additional time is designated. Any variation to this policy will be disruptive to the Project Construction Schedule and to other Contractors work. Contractors may not use a four (4) day, forty (40) hour week or any other foreshortened work week other than a five (5) day, eight (8) hour per day week or what may be specifically required by the Construction Schedule. Any deviation from this must be requested in writing to the Construction Manager.

19.4 MATERIAL AND EQUIPMENT EXPEDITING

19.4.1. The Construction Manager may initiate and coordinate an expediting Project, in cooperation with each Contractor, incorporating all critical items of materials and/or equipment provided under the various Bid Division requirements.

19.4.2 In order to ensure timeliness and accuracy, each Contractor shall cooperate by providing order and acknowledgement documentation (without pricing) as required by the Construction Manager.

19.4.3 Each Contractor shall further cooperate by keeping the Construction Manager informed of any and all changes in the commitments previously incorporated in the expediting Project, and when deemed necessary by the Construction Manager, provide source contacts for direct expediting by the Construction Manager.

19.4.4 The Construction Manager expediting Project is to be considered a back-up Project and shall not in any way relieve the individual Contractors from the performance responsibilities subscribed to elsewhere in the Contract Documents.

END OF SECTION

SECTION 00840
AFFIRMATIVE ACTION PROGRAM

PART 1 GENERAL

1.01 DESCRIPTION

A. The Owner is an Equal Opportunity Employer. Pursuant to the executive Order 11246, you are advised that under the provisions of this Order, Contractors and subcontractors are obliged to take affirmative action to provide Equal Employment Opportunities without regard to race, creed, color, national origin, age or sex.

END OF SECTION

SECTION 00850

STATUTORY DECLARATIONS

PART I GENERAL

1.01 PUBLIC ACT NO. 521 – “CORPORAL PUNISHMENT”

A. The Farmington Public School’s Board of Education has adopted Public Act No. 521 – “Corporal Punishment” as a matter of Board Policy.

1.02 DRUG FREE WORKPLACE

A. The Farmington Public School’s Board of Education has adopted the Federal Drug Free Work Place Act of 1998 as a matter of Board Policy.

1.03 SMOKE FREE BUILDINGS AND PROPERTIES

A. The Farmington Public School’s Board of Education has adopted a no smoking policy in any of its facilities or on school property.

END OF SECTION

SECTION 01010
SUMMARY OF WORK

PART 1 GENERAL

1.01 PROJECT DESCRIPTION

A. The Work included in the Contract Documents consists of the following:

Farmington High School Addition & Remodeling Project

- Remodeling of classrooms, corridors and ancillary spaces throughout the building including architectural finishes, mechanical and electrical upgrades.
- Replacement of exterior entry doors & framing.
- Remodeling work associated with creating a new secure entry to the main entry of the building.
- Locker room upgrades.
- Gymnasium upgrades.
- Auditorium remodel.
- Asphalt Replacement of Parking Lots

North Farmington High School

- Asphalt Replacement of Parking Lots

East Middle School (previous Bid Package #2)

- Replacement of telescoping bleachers in the gymnasium.
- Rebid of Bid Division 113: Hollow Metal; Wood Doors; Finish Hardware

Elementary Schools – Forest, Gill and Lanigan (previous Bid Package #1)

- Rebid of Bid Division 130: Window Treatments for all 3 buildings.
- Rebid of Bid Division 123: Operable Partitions for Gill Elementary Only.

B. The subdivision of Work between the multiple Prime Contractors is delineated in Section 00300 of these specifications.

C. The timing and sequence of the work is generally described in the Milestone Schedule. That schedule will be modified and expanded with input from Contractors subsequent to contract awards. The resulting Construction Schedule will be used for actual construction.

1.02 CONTRACTOR USE OF PREMISES

A. Contractors shall limit their use of the Project site for work and for storage as designated by the Construction Manager. Contractors will not occupy or use any of the Owner's facilities or services. Any work required outside of the designated limits shall be previously scheduled and coordinated with the Construction Manager and Owner.

B. No radios will be permitted on site.

C. Contractors shall locate field offices, storage trailers, and employee parking as designated by the Construction Manager.

D. Contractors shall cooperate to the fullest extent possible with the Construction Manager to protect the public, staff and visitors from construction. Clean-up must be constantly maintained and clear accesses must be provided at all times.

1.03 OWNER OCCUPANCY

A. Prior to occupancy the owner will be installing equipment, furnishings, and other amenities as required for occupancy. Each contractor shall cooperate with all Owner installations and coordinate the completion of this work accordingly

B. Owner occupancy of existing buildings

1. The Owner will occupy the building during the entire period of construction. Certain work and services are required to be performed on this job in connection with existing buildings, as indicated on Drawings and specified in various divisions of the specifications. All contractors shall have free access to their work in area in which new construction occurs until their work is completed.
2. Contractors shall arrange with Owner to make alterations, do new work, and make connections to utilities at such times as shall not interrupt utility services or proper operation of the building and which are otherwise convenient and satisfactory to the Owner. Contractor whose work is involved shall protect, reroute, shore up, cap, cut off, and/or replace existing pipes, electrical work, and all other active utilities encountered, which may interfere with new work. Do all work in approved manner and with minimum of interference and inconvenience to the Owner.

END OF SECTION

SECTION 01025
CONSTRUCTION & CHANGE DOCUMENTS

PART 1 GENERAL

1.01 CONSTRUCTION & CHANGE DOCUMENTS

A. Contractors will be limited to the number of construction sets and change documents that are provided at no cost. Each Contractor will be allowed up to three sets of construction documents and subsequent change documents for each bid division awarded. Any additional sets required will either be paid by or backcharged to the Contractor.

B. All Contractors should identify the number of sets needed for their contract work and notify the Construction Manager accordingly.

END OF SECTION

SECTION 01050

LAYOUT AND MEASUREMENTS

PART 1 GENERAL

1.01 RESPONSIBILITY

A. The responsibility for accurate layout and measurement of the work of each contractor is their own. In addition, each contractor shall verify the dimensional accuracy of the work their work is reliant upon before they begin their work. They shall report all inaccuracies to the Construction Manager and not proceed until corrections are made. If a contractor inadvertently or knowingly proceeds with their work on dimensionally inaccurate work of another, they will be liable for the cost of corrections to their work when the error is corrected.

B. Assistance provided by the Construction Manager shall not relieve a Contractor of their responsibilities established by the Contract Documents.

C. The Contractor shall carefully protect monuments, stakes, and bench marks. If destroyed or disturbed by the Contractor or their employees, subcontractors and sub-subcontractors, the cost to the Owner of replacing them shall be charged against the Contractor and shall be deducted from the payments for their work.

1.02 CHECKING LINES AND LEVELS

A. Each Contractor shall thoroughly examine the existing conditions and be familiar with work to be performed as hereinafter specified and as outlined on the drawings.

B. Two basic grid lines and one benchmark elevation point necessary for the location and construction of the building shall be established by the Owner.

C. Each Contractor shall compare all lines and levels given on the drawings with actual field conditions and shall call attention to discrepancies if they occur.

D. Each Contractor shall verify and document with the Construction Manager all lines and levels and be responsible for the proper location of all their work.

1.03 SURVEY AND LAYOUT

A. Each Contractor shall be responsible for line and grade survey and layout from the basic grid lines and benchmarks established by the Owner. Layout of the site paving, parking, etc. shall be done as noted on the Plans.

END OF SECTION

SECTION 01060

PERMITS, INSPECTION, AND LICENSING FEES

PART 1 GENERAL

1.01 PERMITS AND INSPECTION FEES

A. The Owner will secure and pay for all general building permits.

B. All soil erosion & DEQ permits, mechanical and electrical permits shall be applied for, secured, and paid for by the Contractor requiring such permits.

C. Any other specialized permits or inspection fees (i.e. utility taps or fees) shall be applied, for, secured, and paid by the Contractor requiring such permits.

1.02 INSPECTIONS

A. Any Contractor requiring special inspection by the State or other agency shall arrange and schedule the inspection and give a minimum of 48 hour notice to the Construction Manager, Architect and Engineer.

B. Partial occupancy permits may be applied for by the Owner. All Contractors will cooperate and assist in securing and maintaining partial occupancy permits.

C. Mechanical and electrical Contractors shall review their specifications to comply with all special testing and inspections.

D. Where the Contract Documents require inspections, tests or approvals of the Work to be made by an independent testing agency or laboratory or an independent professional consultant, the independent testing agency or laboratory or independent professional consultant shall be satisfactory to the Architect and Construction Manager.

E. Each contractor shall inspect work of others which will receive or is adjacent to their Work before commencing their work. Do not proceed until conditions which would result in a less than first class installation are satisfactorily corrected. Commencing work shall constitute as acceptance of the work of others by the contractor as satisfactory to receive their Work.

END OF SECTION

SECTION 01200

PROJECT MEETINGS

PART 1 GENERAL

1.01 PRECONSTRUCTION MEETINGS

A. Prior to the initiation of on-site activity, a meeting will be held with **all** Bid Division Contractors for the purpose of planning, scheduling and coordinating an orderly initiation of on-site construction activity.

1.02 PRECONSTRUCTION CONFERENCES

A. Each Contractor is required to meet on the site with the Construction Manager and the Architect/Engineers as required by the Construction Manager prior to beginning their Work. The purpose of this meeting is to review the intent of the Contract Documents as they pertain to the Contractor's Work, and to integrate the initiation of that Work with the Work already in progress on the site.

1.03 PROGRESS & PROJECT MEETINGS

A. Contractors active on site shall be required to attend Progress and Project Meetings when called by the Construction Manager. These meetings are for the purpose of planning and assessing construction progress and for discussing problems of mutual concern.

B. It shall be mandatory that each Contractor and/or their superintendent, foreman or lead person be in attendance at these meetings. Failure by a Contractor to attend a scheduled mandatory meeting may, at the Owner’s option, result in a $250.00 deduction from the Contractor’s contract for each meeting not attended.

C. All decisions, instructions and interpretations given by the Owner or their designated representatives at these meetings shall be conclusive, and shall be binding on the Contractors.

D. The minutes of such meetings will be recorded and distributed to the Contractors by the Construction Manager.

END OF SECTION

SECTION 01300
SUBMITTALS

PART 1 GENERAL

1.01 SUMMARY

A. Wherever possible throughout the Contract Documents, the minimum acceptable quality of workmanship and materials has been defined either by manufacturer's name and catalog number or by reference to recognized industry standards.

B. To ensure that the specified products are furnished and installed in accordance with the design intent, procedures have been established for advance submittal of design data and for its review by the Architect.

C. The Project will utilize the “Submittal Exchange” web-based software that is specifically designed for electronic review and transmission of all submittals, etc. This on-line package shall be initiated and managed by the Construction Manager and made available to all construction team members, prime contractors, and the Owner. The intent of utilizing electronic submittals is to expedite the construction process by reducing paperwork, improving information flow, and decreasing turn-around time for project.

1.02 RELATED DOCUMENTS AND SECTIONS

A. Contractual Requirements for Submittals: General Conditions and Supplementary Conditions.

B. Section 01700- Contract Closeout

C. Individual Submittals Required: Pertinent Sections of these Specifications.

1.03 SUBMITTALS

A. Make all submittals of shop drawings, samples, requests for substitution, and other similar items, in strict accordance with the provisions of this Section of these Specifications.

1.04 DISCLAIMER

A. Contractor agrees that shop drawings submittals processed by the Architect are not change orders; that the purpose of shop drawings submittals by the Contractor is to demonstrate to the Architect that the Contractor understands the design concept; that they demonstrate their understanding by indicating which equipment and material they intend to furnish and install and by detailing the fabrication and installation methods they intend to use.

B. Contractor further agrees that if deviations, discrepancies or conflicts between shop drawings and Contract Documents are discovered either prior to or after shop drawing submittals are processed by the Architect, the Contract Documents shall control and be followed.

PART 2 - PRODUCTS

2.01 SHOP DRAWINGS

A. Preparation

1. Preparation by qualified detailer.

2. Identify details by reference to sheet and detail numbers shown on Contract Drawings.

B. Scale Required

1. Unless otherwise specifically directed by the Architect, make all shop drawings accurately to a scale sufficiently large to show all pertinent features of the items, its method of connection to the Work and the adjacent surfaces or materials.

C. Type of Prints Required

1. Electronic submittals shall be uploaded by the Contractor to Submittal Exchange for the Architect / Engineers review. If required, Contractor shall submit hard copies of drawings, product date, etc. at the request of the Architect.

2.02 MANUFACTURERS' LITERATURE

A. Preparation

1. Manufacturer's standard schematic drawings:

a. Delete information which is not applicable to project.

b. Supplement standard information to provide additional information applicable to project.

2. Manufacturer's catalog sheets, brochures, diagrams, schedules. performance charts, illusions and other standard descriptive data.

a. Clearly mark each copy to identify pertinent materials, products or models.

b. Show dimension and clearances required

c. Show performance characteristics and capabilities.

d. Show wiring diagrams and controls where applicable.

2.03 SAMPLES

A. Preparation

1. Office samples sized to clearly illustrate:

a. Functional characteristics of product or materials, with integrally related parts and attachment devices.

b. Full range of color samples, except when specific color(s) are specified.

2. Field samples and mock-ups, when shown on the Drawings or specified in a particular Section:

a. Erect at Project Site at location acceptable to Architect.

b. Construct each sample or mock-up complete, including work of all trades required in finished work.

c. Remove as directed, unless specific Section allows incorporation in the work after acceptance.

B. Accuracy of Sample

1. Unless otherwise specifically directed by the Architect, all samples shall be of the precise article proposed to be furnished.

C. Number of Samples Required

1. Submit all samples in the quantity which is required to be returned plus one which will be retained by the Architect.

2. After review, samples may be used in construction of Project.

2.04 COLORS

A. General

1. Unless the precise color and pattern is specifically described in the Contract Documents, whenever a choice of color or pattern is available in a specified product submit accurate color charts and pattern charts to the Architect for their review and selection.

B. Comparative Analysis

1. Unless all available colors and patterns have identical costs, identical performance characteristics, and are identically suited to the installation, completely describe the relative costs and capabilities of each.

2.05 SUBSTITUTIONS

A. Architect's Approval Required

1. The Contract is based on the materials, equipment, and methods described in the Contract Documents.

2. The Architect may, at their discretion, consider proposals for substitutions of materials, equipment, and methods only when such proposals are accompanied by full and complete technical data and all other information required by full and complete technical data and all other information required by the Architect to evaluate the proposed substitution.

3. Do not substitute materials, equipment, or methods unless such substitution has been specifically approved for this work by the Architect.

B. Approvals

1. Where the phrase " Approved Substitution", Equal Approved" or similar verbiage occurs in the Contract Documents, do not assume that material, equipment or methods will be approved as equal by the Architects unless the item has been specifically approved for this work by the Architect.

2. The decision of the Architect shall be final.

C. Availability of Specified Items

1. Verify prior to bidding that all specified items will be available in time for installation during orderly and timely progress of the Work.

2. In the event specified item or items will not be so available, so notify the Architect prior to receipt of bids.

3. Costs of delays because of non-availability of specified items, shall be the responsibility of the Contractor.

2.06 MISCELLANEOUS

A. Inspections and Test Reports

1. Classify each as either "shop Drawing" or "Product Data", depending upon whether report is uniquely prepared for this Project or a standard publication of workmanship control testing at point of production; process accordingly.

B. Warranties

1. In addition to copies desired for each Contractor's use, furnish 2 executed copies for the Architect's use plus additional copies where required for maintenance manuals.

PART 3 - EXECUTION

3.01 COORDINATION OF SUBMITTALS

A. General

1. Prior to submittal for Architect's review, use all means necessary to fully coordinate all material, including the following procedures:

a. Determine and verify dimensions and conditions, catalog numbers, and similar data.

b. Coordinate as required with all trades and with all public agencies involved.

c. Secure all necessary approvals from public agencies and others; signify by stamp or other means that all required approvals have been obtained.

d. Clearly indicate all deviations form the Contract Documents.

B. Grouping of Submittals

1. Unless otherwise specifically permitted by the Architect, make all submittals in groups containing all associated items.

2. The Architect may reject partial submittals as not complying with the provisions of the Contract Documents.

3.02 TIMING OF SUBMITTALS

A. General

1. Make all submittals far enough in advance of scheduled installation or as specifically called for to allow sufficient time for reviews, securing necessary approvals, possible revision and resubmittal, placing orders, coordination with other contractor's work, and securing delivery.

2. In scheduling, allow at least 10 full working days for the Architect's review following his receipt of the submittal.

B. Delays

1. Costs of delays occasioned by tardiness of submittals by the Contractor shall be the responsibility of that Contractor.

3.03 IDENTIFICATION OF SUBMITTALS

A. General

1. Consecutively number all submittals.

2. Accompany each submittal with a letter of transmittal, in duplicate, showing the date of transmittal, Specification Section or Drawing Number to which the submittal pertains, brief description of the material submitted, notification of deviations from Contract and the company name of the originator of the submittal.

3. Upload complete submittal to Submittal Exchange.

B. Resubmittals

1. When material is resubmitted for any reason, transmit under a new letter of transmittal; indicate by reference to previous submittal that this is a resubmittal and upload to Submittal Exchange.

3.04 PROCESSING OF SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

A. Each Subcontractor shall prepare, review and approve each submittal, and then transmit it to the Construction Manager by uploading to Submittal Exchange.

B. Upon receipt of a submittal from the Contractor, the Construction Manager shall review and proceed as follows:

1. If submittal is complete and in accordance with the Contract Documents, they will transmit it to the Architect.

2. In the case of Structural, Mechanical or Electrical shop drawings or product data, the Construction Manager, shall transmit the submittal directly to the Consultant and send a copy of the letter of transmittal to the Architect.

3. If the submittal is incomplete or not in accordance with the Contract Documents, the Construction Manager shall return it to the Contractor for resubmission. The Construction Manager shall send a copy of the letter of transmittal to the Architect via Submittal Exchange.

C. Upon receipt of a submittal from the Construction Manager, the Architect shall review, stamp, initial, and date each submittal as follows:

1. "NO EXCEPTION TAKEN": This indicates that the submittal meets Contract Documents requirements, the design intent, and the Architect has no objections to any of the information included with the submittal. The submittal can be distributed by the Construction Manager.

2. "MAKE CORRECTIONS NOTED": This indicates that the submittal is essentially acceptable in terms of Project requirements and design intent, but some minor aspect is incorrect, the Architect has indicated a color or finish selection, or other comments have been added to the submittal. Resubmittal is not necessary; the submittal can be distributed and utilized with required corrections.

3. "AMEND AND RESUBMIT": This indicates that major corrections are required to the submittal; it may also indicate that a few changes of major significance need to be made. In this case, the submittal shall be returned to the Contractor through the Construction Manager. The Contractor shall correct and resubmit as specified herein.

4. "REJECTED - SEE REMARKS": This indicates that the submittal is unacceptable. Reasons may include unacceptable manufacturer, incorrect model or product, or incomplete submittal as defined herein. The Architect shall note the reason for rejection and the submittal shall be returned to the Contractor through the Construction Manager. The Contractor shall correct and resubmit as specified herein.

D. Upon receipt of a submittal from the Construction Manager, the Consultant shall review and forward each submittal as follows:

1. If the submittal is acceptable, the Consultant shall stamp, sign, date, and forward it to the Architect for their review as described in Paragraph 3.04.C.

2. If major corrections are required or the submittal is unacceptable, the Consultant shall indicate the objections, return the submittal to the Contractor through the Construction Manager, and send a copy of the submittal to the Architect so that they are aware of the reasons for the Consultant's actions. The Contractor shall correct and resubmit as specified herein.

E. When a submittal is returned by the Architect and resubmittal is not required the Construction Manager shall:

1. Review submittal for Architects/Consultant's comments and take appropriate action indicated.

2. Coordinate field verifications not possible during earlier review described in Paragraph 3.01.A.

3. Distribute submittal as specified in Article 3.05.

3.05 DISTRIBUTION

A. The Contractor shall distribute reproductions of shop drawings to the following:

1. Contractor who prepared submittal (verify number of copies required)

2. Job site file

3. Other affected Contractors

4. Suppliers or fabricators

B. The Construction Manager shall retain the processed shop drawings for the record.

C. Distribute samples and copies of product data which carry the Architect's review stamp as directed by the Architect.

3.06 COMMENCEMENT OF WORK

A. The manufacture or construction of any pieces of equipment, device, or other item for which shop drawings, product data, or samples are required to be furnished, shall not commence prior to complete processing of the appropriate submittal.

B. Any Contractor who proceeds without a submittal bearing the Architect's stamp does so at their own risk. Architect shall maintain the right to reject work or materials provided without proper prior submittal.

END OF SECTION

SECTION 01500

CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

PART 1 GENERAL

1.01 DESCRIPTION

A. The Construction Manager will arrange for temporary utilities required for construction, unless noted otherwise.

B. All contractors will include cost of temporary work in base bid where specifically called for in the Bid Division Description or in this Section 01500.

1.02 DEFINITIONS

A. Substantial Enclosure: When the exterior walls are substantially complete, the roof deck is substantially complete, exterior openings are temporarily closed and temporary doors are installed, the building, or portion thereof, shall be deemed by the Construction Manager to have reached "Substantial Enclosure".

1.03 TEMPORARY LIGHTING AND POWER

A. The electric contractor shall provide all required wiring and facilities for temporary service and metering by the electric utility company. The electrical contractor shall coordinate temporary service with the electric utility company and assume the cost of any utility company charges.

B. The Electrical Contractor shall provide, maintain, and remove temporary service for light and power required in construction for all trades until the permanent system is in operation.

1. Temporary Service: Provide a temporary 120/220 volt, 3 phase, 4 wire service or a 120/240 volt, single phase, 3 wire service arranged to serve the lighting and power requirements for the project and as designated by the Construction Manager.

2. Temporary Lighting:

   a. Provide general illumination of not less than 1/2 watt per square foot throughout all areas of the building where work is being performed.

   b. Provide illumination of not less than 1/2 watt per square foot in all corridors and other interior areas used for general circulation.

   c. Provide maintenance service for all temporary lighting facilities including lamps during regular working hours.

3. Temporary Power:

   a. Provide and maintain 120 volt, single-phase and 208 volt, 3-phase outlets for small tools, equivalent to not less than 1/2 watt per square foot or floor area, so located to permit any part of Work to be reached with an extension cord not longer than 50 feet.

   b. Provide and maintain service in excess of that specified above at the request of other Contractors and Subcontractors. This cost is paid by the contractor requesting the excess service.

4. As soon as the permanent power and lighting systems can be safely energized as determined by the Construction Manager, they may be used for temporary light and power, subject to the following conditions:

    a. The systems are restored to original condition as required to comply with the Specification requirements and warranty period.

    b. Prior to the Date of Substantial Completion, all lamps used for temporary lighting shall be replaced with new lamps.

C. The electrical contractor shall extend and install temporary service to the construction manager field office trailer.

D. Each Contractor shall furnish and maintain portable cords, lamps and connectors from the above described temporary facilities in order to complete Contractor's Work.

E. Each Contractor shall reimburse Electrical Contractor for all costs for distribution, connection and increased service size and systems required in excess of that specified.

F. Each Contractor shall provide supplemental lighting for their Work when natural and specified (see lighting required to be provided by electrical Contractor) is not adequate.

G. If any Contractor requires additional temporary power, they shall provide it as part of the base bid.

H. The Owner will pay for the electrical current used for temporary power.

I. All temporary lighting and power shall comply with all applicable Federal, State, and Local codes and regulations and with utility company requirements.

1.04 TEMPORARY HEATING AND VENTILATING

A. Prior to substantial enclosure:

1. Temporary enclosures, fuel and equipment necessary for heating materials incorporated in the Work and for protection of the Work before substantial enclosure is the responsibility of the party performing the work.

2. Fuel, equipment and method of heating shall be satisfactory to the authorities having jurisdiction. See requirements in technical Specifications for environmental conditions to be maintained. No salamander heating shall be used after finishing or finished materials are in place.

B. After substantial enclosure:

1. The Owner shall provide sufficient temporary heating as required for finishes. This is to include temporary heating necessary to thaw frozen ground prior to placement of interior concrete slab-on-grade.

2. The Owner shall provide temporary ventilation as required to eliminate condensation, dry out the Work, and to allow the Work to proceed.

3. The Owner shall provide fuel for temporary heat.

4. Under no circumstances shall any item of air handling equipment be operated for temporary heat or ventilation without filters in place. If the unit is used before construction is completed, filters shall be replaced by the Owner before the building is accepted by the Owner. This set of filters shall not be considered as the spare set of filters specified.

5. The temporary heating system shall comply with all applicable federal, state and local codes and regulations and with utility company requirements

1.05 WATER

A. Domestic non-potable water will be provided by the owner for work of this contract. Each contractor is responsible to provide their own hoses, barrels, etc. as required for water usage.

1.06 FIELD OFFICE AND TELEPHONE

A. The Construction Manager shall provide an on-site construction office for the use of the Owner, Architect, and themselves. Limited use of these facilities will be offered to Contractors.

B. Contractors requiring field offices and telephones will need to coordinate location of office with the Construction Manager.

C. Telephone service is provided to the site. It will be each Contractor's responsibility to arrange and pay for connections to the service provided.

D. All Contractor electrical and telephone connections to on-site construction office trailers shall be accomplished without overhead wiring.

E. No field office or telephone service is expected to be available until after the mass excavation contract is completed.

1.07 TOILET FACILITIES

A. The Construction Manager will arrange for temporary toilet facilities for Contractor use. The contractors will not use any of the Owner's public or private facilities.

1.08 WEATHER PROTECTION

A. Each Contractor shall provide and maintain protection as may be required to complete his work in accordance with the Construction Schedule until such time that substantial enclosure is obtained as defined in 1.02 of this Section. This shall include protective coverings and enclosures, heaters, fuel, required attendants, and removal upon completion as specified.

B. The Owner shall provide, maintain and remove the following items if required by project conditions.

1. Temporary reinforced poly enclosure of exterior window and wall openings.

2. Temporary plywood doors at designated building entrances. Remaining exterior door openings shall be temporarily closed with plywood.

3. Contractors requiring the removal of temporary enclosures to perform their Work shall be responsible for removal and replacement immediately upon completion of work in that area.

C. Each Contractor shall be responsible for properly covering and protecting finish work and removal and cleaning of snow and ice from work surfaces until the data of Substantial Completion for their contract.

D. The Owner shall arrange for snow removal on site access roads and the Construction Staging Area.

1.09 REMOVAL

A. Each Contractor shall completely remove their own temporary materials and equipment when their use is no longer required.

B. Each Contractor shall clean and repair damage they have caused by temporary installations or use of temporary facilities.

C. Each Contractor shall restore existing facilities they have used for temporary services to their specified or original condition.

END OF SECTION

SECTION 01520

SAFETY

PART 1 GENERAL

1.01 DESCRIPTION

A. Safety is the responsibility of each individual Contractor. Each Contractor shall comply with all local safety ordinances and MI-OSHA regulations and requirements while performing the Work.

B. Each Contractor is required to submit **bound** Safety Data Sheets (SDS) to the Construction Manager, to be used for reference only, prior to transporting the material / chemical on site. In addition, it is the responsibility of each Contractor to maintain an accessible SDS file for their employees, subcontractors, sub-subcontractors, and suppliers that are on site.

C. Each Contractor shall submit evidence of an Employer Safety Program that complies with current MI-OSHA regulations and requirements prior to beginning any contract Work.

D. The Contractor and their Subcontractor(s), Sub-subcontractor(s), and suppliers shall take all necessary precautions to ensure the safety of the public and of workers on the job, and to prevent accidents or injury to any persons, on, about, or adjacent to the premises where the Work is being performed. The Contractor and their Subcontractors, Sub-subcontractor(s), and suppliers shall comply with Federal or State OSHA regulations and all other laws, codes, ordinances, and regulations relative to safety and the prevention of accidents.

E. The Contractor shall designate a responsible representative at the job site as a Safety Representative who shall be responsible for the promotion of safety and prevention of accidents, and shall enforce all applicable laws, ordinances, codes, rules, regulations and standards pertaining to safety and prevention of accidents.

F. Each Contractor shall submit their Experience Modification Rating (EMR) to the Construction Manager. In addition, the Contractor is responsible to provide to the Construction Manager a listing of any MIOSHA violations or citations they have received in the past 5 years.

END OF SECTION

SECTION 01524

CONSTRUCTION WASTE MANAGEMENT

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for the following:

1. Recycling nonhazardous construction waste.

2. Disposing of nonhazardous construction waste.

1.3 DEFINITIONS

A. Construction Waste: Building and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.

B. Demolition Waste: Building and site improvement materials resulting from demolition or selective operations.

C. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.

D. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.

1.4 PERFORMANCE REQUIREMENTS

A. GENERAL: Develop waste management plan that results in end-of-Project rates for recycling of 75 percent by weight of total waste generated by the Work.

B. Recycle Requirements: Owner's goal is to recycle as much nonhazardous demolition construction waste as possible including the following materials:

1. Construction Waste:
   a. Metals
   b. Piping
   c. Electrical conduit
   d. Packaging. Regardless of recycle goal indicated above, salvage or recycle 100 percent of the following uncontaminated packaging materials:
      i. Paper
      ii. Cardboard
      iii. Boxes
      iv. Plastic Sheet and film
      v. Polystyrene packaging
      vi. Plastic pails

1.5 SUMBITTALS

A. Waste Management Plan: Submit 3 copies of plan within 7 days of date established for commencement of the Work.

B. Records of Sales: Indicate receipt and acceptance of salvageable waste sold to individuals and organizations. Indicate whether organization is tax exempt.

C. Recycling and Processing Facility Records: Indicate receipt and acceptance of recyclable waste by recycling and processing facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.

D. Landfill and Incinerator Disposal Records: Indicate receipt and acceptance of waste by landfills and incinerator facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.

1.6 QUALTITY ASSURANCE

A. Regulatory Requirements: Comply with hauling and disposal regulations of authorities having jurisdiction.

B. Waste Management Conference: Conduct conference at Project site. Review methods and procedures related to waste management including, but not limited to, the following:

1. Review and discuss waste management plan including responsibilities of Waste Management Coordinator.

2. Review requirements for documenting quantities of each type of waste and its disposition.

3. Review and finalize procedures for materials separation and verify availability of containers and bins needed to avoid delays.

4. Review procedures for periodic waste collection and transportation to recycling and disposal facilities.

5. Review waste management requirements for each trade.

1.7 WASTE MANAGEMENT PLAN

A. Waste Reduction Work Plan: List each type of waste and whether it will be recycled or disposed of in landfill or incinerator. Include points of waste generation, total quantity of each type of waste, quantity for each means of recovery, and handling and transportation procedures.

1. Recycled Materials: Include list of local receivers and processors and type of recycled materials each will accept. Include names, addresses, and telephone numbers.

2. Disposed Materials: Indicate how and where materials will be disposed of. Include name, address, and telephone number of each landfill and incinerator facility.

3. Handling and transportation Procedures: Include method that will be used for separating recyclable waste including sizes of containers, container labeling, and designated location on Project site where materials separation will be located.

PART 2 – EXECUTION

2.1 PLAN IMPLEMENTATION

A. General: Implement waste management plan as approved by Owner. Provide handling, containers, storage, signage, transportation, and other items as required to implement waste management plan during the entire duration of the Contract.

B. Waste Management Coordination: Coordinate waste management for implementing, monitoring and reporting status of waste management work plan.

C. Inform workers subcontractors, and suppliers on proper waste management procedures, as appropriate for the Work occurring at the Project Site.

1. Distribute waste management plan to everyone concerned within three days of submittal return.

2. Distribute waste management plan to entities when they first begin work on-site. Review plan procedures and locations established for salvage, recycling, and disposal.

D, Site Access and Temporary Controls: Conduct waste management operations to insure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

1. Designate and label specific areas on Project site necessary for separating materials that are to be salvaged, recycled, reused, donated and sold.

2.2 RECYCLING CONSTRUCTION WASTE, GENERAL

A. Procedures: Separate recyclable waste from other waste materials, trash, and debris. Separate recyclable waste by type at Project site to the maximum extent practical.

1. Provide appropriately marked containers or bins for controlling recyclable waste until they are removed from Project site. Include list of acceptable and unacceptable materials at each container and bin.

a. Inspect containers and bins for contamination and remove contaminated materials if found.

b. Owner will provide containers for items listed in paragraph 1.4.B.1.d.

2. Stockpile processed materials on-site without intermixing with other materials. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.

3. Stockpile materials away from construction area. Do not store within drip line of remaining trees.

4. Store components off the ground and protect from the weather.

5. Remove recyclable waste off Owner’s property and transport to recycling receiver or processor.

2.3 RECYCLING CONSTRUCTION WASTE

A. Packaging:

1. Cardboard and Boxes: Break down packaging into flat sheets. Bundle and store in a dry location.

2. Polystyrene Packaging: Separate and bag materials.

2.4 DISPOSAL OF WASTE

A. General: Except for items or materials to be recycled, or otherwise reused, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.

1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.

2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and area.

B. Burning: Do not burn waste materials.

C. Disposal: Transport waste materials off Owner's property and legally dispose of them.

END OF SECTION

SECTION 01545

PROTECTION OF COMPLETED WORK

PART 1: GENERAL

1.01 DESCRIPTION

A. Contractors shall consider protection of the finish work of prime importance. Care shall be taken by contractors not to damage completed work of other contractors, and to provide adequate protection for their own completed work.

B. When moving men and/or material across floors, grades, roofs or other vulnerable surfaces and through existing areas, the contractor doing the moving shall provide adequate surface protection to prevent damage to existing surfaces.

C. In additions to the requirements of the General Conditions, Supplementary Conditions, and other Specification Sections, the following special requirements for protection of the new work shall apply:

1. Each Contractor shall at all times protect all work from damage by rain water, spring water, ground water, backing up of drains or sewers, and all other water that may or could be admitted to any work. He shall provide all pumps, other equipment, and closures to provide this protection. He shall do all pumping necessary to keep the work free of water.

2. Each Contractor shall be responsible for closing any of his openings in wall or roof which would admit water to the building.

3. Each Contractor shall provide protection to the work against weather, rain, wind, storms, frost, cold, or heat so as to maintain all work materials, apparatus, and fixtures free from injury and damage.

4. After roofing is installed, all work on the roof shall be done over planking or other substantial protection to spread construction loads and to isolate traffic from the roof surface. Each Contractor shall provide his own protection when working on the roof.

END OF SECTION

SECTION 01570

TRAFFIC, ENVIRONMENTAL AND SAFETY PROTECTION

PART 1 GENERAL

1.01 DESCRIPTION

A. Each Contractor shall be responsible to maintain traffic, environmental and safety protection rules, regulations and measures as required by the EPA, OSHA and other state and local governing agencies.

1.02 TRAFFIC PROTECTION

A. The Contractor shall arrange for flagmen, barricades, etc. to maintain proper traffic flow if required by the Contractors operations.

B. The Contractor shall be responsible for any street closures or traffic control devices required to complete the contract work.

1.03 ENVIRONMENTAL AND SAFETY PROTECTION

A. Contractors shall complete the work in the most expeditious manner with the least disruption to traffic, environment and existing school. Equipment shall have proper mufflers, back-up warning alarms and all other safety features as required for safe operation.

B. Contractors shall take all necessary steps required to protect the Owner's staff, employees, visitors, public, and surrounding buildings while completing the work.

C. Each Contractor shall conform to all environmental regulations and laws established by the EPA and other state and local governing agencies.

END OF SECTION

SECTION 01580

PROJECT SIGNS

PART 1 GENERAL

1.01 DESCRIPTION

A. The Construction Manager shall provide one general information sign displaying the name of the Project, Owner, Architect and Engineers and Construction Manager.

B. The Construction Manager will provide temporary on-site informational signs:

1. As required by codes, laws and regulatory agencies.

2. To identify key elements of the construction facilities as instructed by Owner or Construction Manager, and

3. To direct traffic.

C. No other signs other than identification signs on offices, shall be displayed by any Contractor without approval of the Construction Manager.

D. Contractors shall provide their own safety signs as required to be in compliance with safety rules and good practice.

END OF SECTION

SECTION 01600

MATERIAL AND EQUIPMENT

PART 1 GENERAL

1.01 NEW MATERIAL AND EQUIPMENT

A. Material and equipment incorporated into the Work shall:

1. Conform to applicable specifications and standards.

2. Comply with sizes, makes, types and qualities specified or as specifically approved in writing by the Architect/Engineer.

B. Manufactured and Fabricated Products:

1. Design, fabricate and assemble in accord with the best engineering and shop practices.

2. Manufacture like parts of duplicate units to standard sizes and gauges, to be interchangeable.

3. Two or more items of the same kind shall be identical by the same manufacturer.

4. Products shall be suitable for service conditions.

5. Equipment capacities, sizes and dimensions shown or specified shall be adhered to unless variations are specifically approved in writing by the Architect/Engineer.

C. Do not use material or equipment for any purpose other than that for which it is designed or is specified.

1.02 MANUFACTURERS' INSTRUCTIONS

A. When the Contract Documents require that installation comply with manufacturers' printed instructions, obtain and distribute copies of such instructions to parties involved in the installation, including two copies to the Architect/Engineer.

B. Maintain one set of complete instructions at the site during installation, until completion.

C. Handle, install, connect, clean, condition and adjust products in strict accord with such instructions and in conformity with specified requirements.

1. Should job conditions or specified requirements conflict with manufacturer's instructions, consult with the Project Team for further instructions.

2. Do not proceed with such Work without clear instructions.

D. Perform Work in accord with manufacturer's instructions. Do not omit any preparatory step or installation procedure unless specifically modified or exempted by the Contract Documents.

1.03 TRANSPORTATION AND HANDLING

A. Arrange deliveries of products in accord with the Construction Schedule. Coordinate to avoid conflict with Work and conditions at the site.

1. Deliver products in undamaged condition, in manufacturers' original containers or packaging, and with identifying labels intact and legible.

2. Immediately upon delivery, inspect shipments to assure compliance with the requirements of the Contract Documents and approved submittals, and to assure that products are properly protected and undamaged.

B. Provide equipment and personnel to handle products by methods which will prevent soiling or damage to products or packaging.

1.04 STORAGE AND PROTECTION

A. Store products in accord with manufacturers' instructions, with seals and labels intact and legible.

1. Store products subject to damage by the elements in weather tight enclosures.

2. Maintain temperature and humidity within the ranges required by manufacturers' instructions.

B. Arrange storage in a manner to provide easy access for inspection. Make periodic inspections of stored products to assure that the products are maintained under specified conditions, and are free from damage or deterioration.

C. Protection After Installation:

1. Provide substantial coverings as necessary to protect installed products from damage from traffic and subsequent construction operations. Remove the coverings when they no longer are needed.

1.05 SUBSTITUTIONS AND PRODUCT OPTIONS

A. Products List:

1. Before commencing Work, submit to the Project Team a complete list of major products proposed to be used, with manufacturers' and suppliers' names, product names, model numbers, and, where applicable, names of installing subcontractors.

B. Contractor's Options

1. For products specified only by reference standard, select any product meeting that standard.

2. For products specified by naming several products or manufacturers, select any one of the products or manufacturers named, which complied with the specifications.

3. For products specified by naming one or more products or manufacturers and "or equal", Contractors must submit requests for substitutions for any product or manufacturer not specifically named.

4. For products specified by naming only one product and manufacturer, there is no option.

C. Substitutions:

1. The Project Team will consider written requests from Contractors for substitution of products.

2. Submit a separate request for each product, supported with complete data, with drawings and samples as appropriate, including:

a. Comparison of the qualities of the proposed substitution with that specified,

b. Changes required in other elements of the Work because of the substitution,

c. Effect on the construction schedule,

d. Cost data comparing the proposed substitution with the product specified.

e. Any required license fees or royalties,

f. Availability of maintenance service, and source of replacement materials.

D. Contractor's Representation:

1. Any request for a substitution constitutes a representation that the Contractor:

a. Has investigated the proposed product and determined that it is equal to or superior in all respects to that specified.

b. Will provide the same warranties or bonds for the substitution as for the product specified.

c. Will coordinate the installation of accepted substitutions into the Work, and make such other changes as may be required to make the Work complete in all respects.

d. Waives all claims for additional costs which may subsequently become apparent.

E. The Architect/Engineer will review requests for substitutions with reasonable promptness, and will notify Contractors is writing of their decisions regarding requested substitutions.

END OF SECTION

SECTION 01610
ACCESS, DELIVERY & STORAGE

PART 1 GENERAL

1.01 ACCESS

A. Contractor vehicle parking and location of field offices and storage trailers require prior approval of the Construction Manager.

1.02 DELIVERY AND STORAGE

A. Contractors receiving deliveries to the site shall request a 24 hour notice of delivery from suppliers. Contractors receiving deliveries shall ensure that their personnel are at the site to receive deliveries and properly store same.

B. Bidders of Divisions for supply only divisions shall give 48 hour notice to the Construction Manager so proper arrangements can be made for unloading.

C. Any Contractors or Bid Division suppliers not giving proper notice shall reimburse the Contractors at the site or be backcharged accordingly for unloading and storage of said materials.

D. All Contractors shall limit storage of materials in the building. Delivery of material shall not be made to the project site until the job progress permits delivery and the schedule calls for it.

E. All storage areas and locations require prior approval from the Construction Manager.

F. Each Contractor shall move any stored material or equipment under their control if it interferes with the operation of the Owner or other Contractors at no additional cost to the Owner or other Contractors.

G. Contractors shall obtain and pay for additional storage and work areas need for operations.

1.03 PROJECT ADDRESS

A. The project addresses for deliveries are as follows:

Farmington High School
32000 Shiawassee St.
Farmington Hills, MI 48336

North Farmington High School
32900 W. 13 Mile Road
Farmington Hills, MI 48334

East Middle School
25000 Middlebelt
Farmington Hills, MI 48336

Forest Elementary School
34545 Old Timber Road
Farmington Hills, MI 48331

Gill Elementary School
21195 Gill Road
Farmington Hills, MI 48335

Lanigan Elementary School
23800 Tuck Road
Farmington Hills, MI 48336

END OF SECTION

SECTION 01700

CONTRACT CLOSE-OUT

PART 1 GENERAL

1.01 DESCRIPTION

A. Each contractor shall comply with requirements stated in the Contract Documents for procedures in closing out the Work.

1.02 SUBSTANTIAL COMPLETION AND FINAL INSPECTION PROCEDURE

A. The procedure for substantial completion and final inspection as outlined in Section 00700, Article 9 shall be followed.

B. Each Contractor shall be allowed thirty (30) calendar days from the date of receipt of the Architect's inspection report to complete the items on both their list of items to be completed or corrected and the Architect's inspection report. Contractors failing to perform in accord with these time parameters will be subject to the provisions of the General Conditions, and the Owner will have the right to carry out the Work in need of correction and/or completion, the cost of which will be deducted from the Contractor's contract amount.

C. By the act of signing the Certificate of Substantial Completion prepared by the Construction Manager and or Architect, the Contractor represents that they have:

1. Reviewed the Contract Documents,

2. Inspected their Work for compliance with the Contract Documents,

3. Completed their Work in accord with the Contact Documents, and all pertinent submittals.

D. They further represent that:

1. Equipment and systems have been tested in the presence of the Owner's representative and are operational,

2. Their Work is completed and ready for final inspection.

1.03 CONTRACTORS' CLOSE-OUT SUBMITTALS

A. Upon Substantial Completion, the Contractor shall submit the following to the Owner through the Construction Manager:

1. Evident of compliance with requirements of governing authorities, including Certificates of Inspection,

2. Warranties and Bonds, signed and co-signed where applicable in accordance with contract documents.
3. Evidence of Payment and Release of Liens,

4. Certification of Substantial Completion,

5. Record Drawings,

6. Consent of Surety to Final Payment (if applicable),

7. All test reports, material certifications, etc. as required by the Health Department, City Officials, etc. as specified in the Contract Documents.

B. Contractors shall have forty-five (45) calendar days from the receipt of the Certificate of Substantial Completion to submit all close-out submittals to the Construction Manager. Contractors failing to perform in accord with this time parameter will be subject to a $500.00 per month deduction from their contract amount until all close-out documentation is received and accepted.

1.04 OWNER INSTRUCTION AND TRAINING

A. Each Contractor shall instruct the Owner or Owner's designated staff in the proper operation, use and maintenance of all materials, finishes, equipment and systems installed or furnished by the Contractor.

B. Operating and Maintenance Manuals. Prior to Substantial Completion of the Work, submit Operating and Maintenance Manuals for the equipment to the Architect through the Construction Manager. Submit in 2 copies, unless otherwise specified.

The manuals shall be neatly edited with similar equipment grouped, pages tabbed and indexed. All material shall be printed or typewritten, and individual pages shall be set into plastic page covers. The manuals shall contain the following information.

1. Complete operating instructions and recommendations for the type of fuel and other materials to be used in or with the item.

2. Manufacturer's complete data sheets.

3. Complete cleaning instruction including recommended cleaning materials.

4. Complete lubrication data and schedules.

5. Maintenance data, repair and adjustment data including manufacturer's instructions.

6. Parts list with numbers, recommended parts to stock and nearest parts depot and service organization.

7. Assembly drawings, wiring diagrams, mechanical diagrams and installation diagrams and instructions.

Special Tools. Provide special tools normally furnished with equipment which are required for maintenance purposes such as wrenches for door closers.

C. Owner instruction and training will be scheduled by the Construction Manager. Contractors will have all subcontractor representatives and factory and equipment supplier representatives present at these meetings as required to provide complete operating and maintenance instructions.

D. Refer to individual sections of the Work for additional operating and maintenance instruction requirements.

1.05 REBATES

A. All utility rebates are to be turned over to the Owner. Each Contractor shall supply the Owner with the necessary information and assist the Owner in obtaining rebates.

1.06 FINAL APPLICATION FOR PAYMENT

A. Each Contractor shall submit the final Application for Payment in accord with the procedures and requirements stated in the General Conditions.

END OF SECTION

SECTION 01710

CLEANING AND FINAL CLEAN-UP

PART 1 GENERAL

1.01 DESCRIPTION

A. Each contractor shall execute cleaning during the progress of the Work, and at completion of the Work, as required by the General Conditions.

1.02 DISPOSAL REQUIREMENTS

A. The Owner may, at their discretion, provide a refuse container on the project site for use by contractors doing interior finishes work after the building is substantial enclosed. All contractors are responsible to include in their base bid price the cost for legally disposing of their respective debris & trash off site. In no certain terms are the demolition, concrete, masonry, steel, roofing, drywall, window, plumbing, HVAC, electrical trade contractors permitted to use Owner provided refuse containers, if provided by the Owner.

B. Each contract shall be aware of and adhere to the requirements for Construction Waste Management (Section 01524).

C. Each Contractor shall be responsible to move and deposit their own trash to the Owner supplied dumpsters. All boxes and bulky items must be crushed before they are deposited in the dumpster. If the Owner elects not to provide dumpsters, the contractor shall be responsible to remove their debris and trash off site or provide their own refuse containers on site.

D. Conduct cleaning and disposal operations to comply with codes, ordinances, regulations, and anti-pollution laws.

PART 2 PRODUCTS AND EQUIPMENT

1.01 CLEANING PRODUCTS & EQUIPMENT

A. Use only those cleaning materials which will not create hazards to health or property, and which will not damage surfaces.

B. Use only those cleaning materials and methods recommended by the manufacturer of the surface material to be cleaned.

C. Use cleaning materials only on surfaces recommended by the cleaning material manufacturer.

D. Each Contractor shall provide their own cleaning equipment.

E. Each Contractor shall cooperate with the Owner, the Construction Manager and the refuse hauler regarding clean-up.

PART 3 EXECUTION

3.01 HOUSEKEEPING AND CLEAN-UP

A. Each Contractor shall execute periodic housekeeping to keep their Work, the site, the building, and adjacent properties free from accumulations of waste materials, rubbish and windblown debris, resulting from construction operations.