

# WASHTENAW INTERMEDIATE SCHOOL DISTRICT HIGH POINT SCHOOL

March 20, 2020

Project Manual & Bid Information  
*Bid Package No. 2 – Building Foundations, Structural  
Steel, and Earthwork and Site Utilities*

**CONSTRUCTION MANAGER:**

**CLARK CONSTRUCTION COMPANY**

3535 MOORES RIVER DRIVE LANSING, MI 48911

AND

**AXIOM CONSTRUCTION SERVICES GROUP LLC**

7789 E. M-36 WHITMORE LAKE, MI 48189

**ARCHITECT:**

**TMP ARCHITECTURE, INC.**

1191 WEST SQUARE LAKE ROAD

BLOOMFIELD HILLS, MI 48302

AND

**MITCHELL AND MOUAT ARCHITECTS**

113 SOUTH FOURTH AVENUE

ANN ARBOR, MI 48104



**CLARK**  
Construction Company  
Professional Construction Services



**AXIOM**  
Construction Services Group, LLC

Clark Project No. 19-2832  
Axiom Project No. 19-1004

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TMP PROJECT MANUAL – HIGH POINT SCHOOL ADDITION SITE AND  
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END OF SECTION

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SECTION 000115  
LIST OF DRAWING SHEETS

**1. LIST OF DRAWINGS PREPARED BY TMP ARCHITECTURE & ENGINEERING**

**New High Point School**

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END OF SECTION

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SECTION 001100  
ADVERTISEMENT / INVITATION FOR BIDS

PROJECT: Washtenaw ISD - High Point School

BID RELEASE NO.: 002

CLARK PROJECT NO.: 19-2832

AXIOM PROJECT NO.: 19-1004

DESCRIPTION: Building Foundations, Structural Steel, and Earthwork and Site Utilities

OWNER: Washtenaw Intermediate School District  
1735 South Wagner Road  
Ann Arbor, MI 48103

ARCHITECT: TMP Architecture, Inc.  
1191 West Square Lake Road  
Bloomfield Hills, MI 48302  
And  
Mitchell and Mouat Architecture  
113 South Fourth Avenue  
Ann Arbor, MI 48104

CONSTRUCTION MANAGER: Clark Construction Company  
3535 Moores River Drive  
Lansing, MI 48911  
and  
Axiom Construction Services Group  
7789 E. M-36  
Whitmore Lake, MI 48189

PROJECT MANAGER: Tanner Rowe

EMAIL: [trowe@clarkcc.com](mailto:trowe@clarkcc.com)

**1. PRE-BID CONFERENCE**

1.1. A pre-bid conference for building foundation, sitework, and structural steel construction will be held at 3:00 PM, Monday, March 30<sup>th</sup>, 2020 at High Point School 1735 South Wagner Road Ann Arbor, MI 48103.

**2. BID PROPOSAL DUE DATE/LOCATION**

2.1. Lump sum sealed proposals will be received by mail or hand delivery at the office of:

**Washtenaw Intermediate School District  
1819 S. Wagner Rd, Ann Arbor, MI 48103**

2.2. Bids must be delivered not later than 10:00 AM, Tuesday, April 7<sup>th</sup>, 2020.

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ADVERTISEMENT / INVITATION FOR BIDS

2.3. The front of the sealed bid envelop shall be clearly labeled as follows.

Washtenaw Intermediate School District  
1819 S. Wagner Rd.  
Ann Arbor, MI 48103  
Attention: Diane Sevigny

Bid for: New High Point School

Bid Category: Insert Bid Category Number and Description

2.4. Any questions from bidders shall be submitted no later than end of day Tuesday, March 31<sup>st</sup>, 2020.

3. **BID CATEGORIES** Bid Pack 2 – Concrete, Structural Steel, & Earthwork and Site Utilities

03 Building Foundations	05 Structural Steel and Misc. Metals
31 Earthwork and Site Utilities	

4. **BID DOCUMENT AVAILABILITY/DEPOSIT**

4.1. Bid Documents, drawings and specifications will be available at 3:00PM, Friday, March 20<sup>th</sup>, 2020 at the following location(s):

[www.clarkccbids.com](http://www.clarkccbids.com)  
[www.AxiomCSGLLC.com](http://www.AxiomCSGLLC.com)

4.2. Documents will also be made available for review at the following locations:

- SIGMA VSS

5. **BID PROPOSAL REQUIREMENTS**

5.1. Each Bid must be accompanied by a Bid security in an amount of not less than 5% of the total base Bid sum, pledging that the Bidder will enter into a Contract with the Washtenaw Intermediate School District under the terms stated in the Bid Documents. Bid Bonds shall be issued by a bonding company meeting the requirements as described in Section 006113 Performance and Payment Bond. Bid security may also be in the form of certified check made out to the School District.

5.2. The Board of Education will not consider or accept a Bid received by the Board after the Due Date for receipt of Bids.

5.3. No oral, fax or emailed Bids shall be submitted. All Bidders shall provide a familial disclosure in compliance with MCL 380.1267 and attach this information to the Bid. The Bid shall be accompanied by a sworn and notarized statement disclosing any familial relationship that exists between the owner or any employee of the Bidder and any member of the Board of Education of the School District, or the Superintendent of the school district. The Board of Education of the School District will not consider a Bid that does not include this sworn and notarized statement.

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SECTION 001100  
ADVERTISEMENT / INVITATION FOR BIDS

- 5.4. Each Bid must be accompanied by a sworn and notarized statement certifying that the Bidder is not an “Iran linked business” within the meaning of the Iran Economic Sanctions Act.
- 5.5. Washtenaw Intermediate School District Board of Education reserves the right to accept or reject any and all Bids, either in whole or in part, to waive any informalities or irregularities therein, or to award the contract to other than the Bidder(s) submitting the best financial Bid (low Bidder), in its sole and absolute discretion.
- 5.6. All questions during the bidding period shall be referred to Clark Construction Company via email to:
- CONTACT:                   Tanner Rowe – Project Manager
- TELEPHONE:               517-898-2769
- EMAIL:                     trowe@clarkcc.com
- 5.7. Bidders are required to be pre-qualified by Clark Construction Company (**prior to award recommendation of Contract, not prior to bidding**) by supplying qualification data per the Clark Construction Prequalification Website. A link to the website can be found via [www.clarkccbids.com](http://www.clarkccbids.com)
- 5.8. Bids will be opened publicly 10:00 AM, Tuesday, April 7<sup>th</sup>, 2020 at Washtenaw Intermediate School District 1819 S. Wagner Rd, Ann Arbor, MI 48103, room Seminar 2.

END OF SECTION

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SECTION 002113  
INSTRUCTIONS TO BIDDERS

**1.0 DEFINITIONS:**

- 1.1. All definitions set forth in the General and Supplementary Conditions of the Contract for Construction are applicable to these Instructions to Bidders.
- 1.2. **Bid Documents:** include the contract, the General Conditions the Advertisement/Invitation for Bids, the Project Manual (Specifications) and all Drawings issued for the purpose of preparing a bid.
- 1.3. **Bid Release:** a set of Bid Documents.
- 1.4. **Bid Category:** areas of Work performed by a Trade Contractor and its Subcontractors.
- 1.5. **Addenda:** written or graphic instruments issued prior to the execution of the Contract which modify or interpret the Bid Documents, including Drawings and Specifications, by additions, deletions, clarifications or corrections.
- 1.6. **Bid:** means a proposal prepared and submitted as required herein.
- 1.7. **Trade Contractor:** shall refer to the entity contracted to perform the Work of one or more Bid Categories whether referred to in the Contract Documents as Contractor, Subcontractor or Trade Contractor.

**2. BIDDER'S REPRESENTATION**

- 2.1. Each Bidder, by submitting a Bid, represents that the Bidder has read and understands the Bid Documents, has visited the site and is familiar with the local conditions under which the Work is to be performed and has made its own review therefore of the facilities and difficulties attending the performance and completion of the Work.

**3. BIDDING PROCEDURES**

- 3.1. Combined Bids of two or more Bid Categories may be submitted. If only a combined bid will be accepted by the Trade Contractor, the Trade Contractor must clearly state so on its bid. In the absence of such a statement, the Owner may award only one (or some) of the Bid Categories.
- 3.2. All Bids must be submitted on the unaltered Bid Proposal Forms provided as part of the Bid Documents and in accordance with these Instructions to Bidders.
- 3.3. Each Bidder shall ascertain prior to submitting a Bid that it has received all Addenda issued and shall acknowledge receipt on the Bid Proposal Form.
- 3.4. All Bids must be signed as follows:
  - A. The Company represents and warrants that the person signing the proposal has the authority to act on behalf of the Company and to bind the Company and all who may claim through it to the terms and conditions of this Agreement. Employee represents and warrants that he has the capacity to act on his own behalf and on behalf of all who might claim through him to bind them to the terms and conditions of this Agreement.



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SECTION 002113  
INSTRUCTIONS TO BIDDERS

- 3.5. Bids shall be submitted in an opaque, sealed envelope. Facsimile and email Bids will not be accepted.
- 3.6. A Bid shall be invalid if it is not delivered to the location indicated in the Advertisement/Invitation for Bids on or before the required Bid Due Date and time.
- 3.7. No responsibility shall attach to the Construction Manager, the Owner, or representatives of either, for premature opening of any Bid, which is not properly addressed, delivered and identified.
- 3.8. Negligence in preparation, improper preparation, error in and/or omissions from the Bid shall not relieve the Bidder from fulfillment of any and all applicable obligations and requirements of the contract documents.
- 3.9. The Owner, Architect/Engineer or Construction Manager, in making copies of the Bidding Documents available, do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.
- 3.10. All Bids submitted shall be for the specified base scope of Work with no exceptions. Exceptions in the base bid may be considered as basis for rejection.
- 3.11. Voluntary alternates will be considered at the Architect and Owner's discretion.
- 3.12. Bidder shall not modify, withdraw or cancel a Bid or any part thereof for ninety (90) days after the time designated for the Due Date of Bids.

**4. FAMILIAL DISCLOSURE**

- 4.1. All Bidders shall provide familial disclosure in compliance with MCL 380.1267 and attach this information to the Bid. The Bid shall be accompanied by a sworn and notarized statement disclosing any familial relationship that exists between the Owner or any employee of the Bidder and any member of the Board of Education of the school district, or the Superintendent of the school district. The District will not consider a Bid that does not include this sworn and notarized statement.

**5. IRAN ECONOMIC SANCTIONS ACT**

- 5.1. Each Bid must be accompanied by a sworn and notarized statement certifying that the Contractor is not an "Iran linked business" within the meaning of the Iran Economic Sanctions Act.

**6. EXAMINATION OF BIDDING DOCUMENTS**

- 6.1. Each Bidder shall examine the Bidding Documents carefully and, not later than seven (7) days prior to the date for Due Date of Bids, shall make written request to Clark Construction Company for interpretation or correction of any ambiguity, inconsistency or error therein discovered. Only written interpretation or correction by Addendum shall be binding.
- 6.2. Each Bidder shall submit a Bid based on the entire set of Bid Documents. Bidders shall review all Drawings and Specifications to identify Work related to its respective Bid category. Complete sets of Drawings are available for review at the locations indicated in

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INSTRUCTIONS TO BIDDERS

the Advertisement/Invitation for Bids or may be obtained from Clark Construction Company.

- 6.3. Failure to review the complete set of documents and to identify items reasonably interpreted to be in the scope of the Bid Category shall not relieve the Trade Contractor of its responsibility to perform the Work.
- 6.4. Any incidental item of material, labor or detail, required for proper execution and completion of the Work, omitted from the Contract Documents, but required by governing codes, local regulations, trade practices, operational functions, and quality workmanship, shall be provided as part of the contract Work at no additional cost, even though not specifically detailed or noted.
- 6.5. Trade Contractor shall not scale Drawings to obtain dimensions.

**7. BIDDER'S EXAMINATION OF PREMISES**

- 7.1. The Bidder represents that it has carefully inspected the Project site and examined the Drawings and Specifications and other Contract Documents and is familiar with and has satisfied itself as to the nature, location and amount of the Work, the Bidder's access thereto and ability to perform the Work, local code requirements applicable to the Work and requirements of permits and inspections, safety and barricade requirements, the terms and conditions of any applicable project labor and collective bargaining agreements, as well as the quality, quantity and availability of labor, materials, equipment and facilities and other items required for the performance of the Work and the possible limiting physical and other conditions which may be encountered in the performance of the Work and assumes all risks therefrom. The Bidder has determined, by its own investigation and research, all the conditions affecting the Work to be performed and materials to be furnished and does not rely upon any representation by the Owner or Construction Manager in connection therewith. In performing the Work, Bidder accepts the condition of the Project site as-is and assumes the risks with regard to existing conditions at the Project site.
- 7.2. The Bidder shall take its own measurements and be responsible for the correctness of same.
- 7.3. The Bidder shall be held to have made such examinations of the premises and no allowances will be made on its behalf by reason of error or omission on its part.
- 7.4. Plans, diagrams and other descriptive information which depict existing conditions are provided for scope identification and scheduling purposes only. Quantities, elevations, measurements and locations shown may have been approximated and/or gathered from dated, incomplete original construction documents. This data should not be used for bidding purposes without field verification by the Bidder.
- 7.5. The Bidder's own Contract Document review and site inspection review of the Work areas shall be relied upon to provide the Bidder information he may require to properly execute and complete the Work. Questions must be submitted in writing to the Construction Manager at least seven (7) days before the date for receipt of Bids to allow time for written Addenda to be issued.
- 7.6. Each Bidder shall examine the premises carefully and, not later than seven (7) days prior to the date for receipt of bids, shall make written request to Clark Construction Company for

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INSTRUCTIONS TO BIDDERS

any additional information required. Only written interpretation or correction by Addendum shall be binding.

**8. SUBSTITUTIONS**

- 8.1. Each Bid shall be based upon materials and equipment described in the Bidding Documents.
- 8.2. Material and equipment substitutions will not be considered unless written request has been submitted for approval at least fourteen (14) days prior to Bid Due Date. Only approvals in a written Addendum shall be binding. Each substitution request shall include the following:
- A. Complete description of the proposed substitution.
  - B. Information regarding specified material or equipment for which substitution is being submitted.
  - C. Drawings.
  - D. Manufacturer's literature.
  - E. Performance and test data.
  - F. Effect on performance characteristics.
  - G. Impact on the Work of other trades.
  - H. Any other data or information necessary for a complete evaluation.

**9. RESERVATION OF RIGHTS**

- 9.1. The Owner reserves the right, in its sole and absolute discretion (for this provision and all other provisions contained in this RFB), to accept or reject, in whole or in part, any or all Bids. The Owner further reserves the right to waive any irregularity or informality in this RFB process or any Bid, and the right to award the Contract to other than the low Bidder(s). The Owner reserves the right to request additional information from any or all Bidders. The Owner reserves the right to select one or more Bidders. In the event a Bidder's Bid is accepted by the Owner and Bidder asserts exceptions, special considerations or conditions after acceptance, the Owner, in its sole and absolute discretion, reserves the right to thereafter reject the Bid and award the Contract to another Bidder.

**10. OWNER/CONSTRUCTION MANAGER RIGHTS**

- 10.1. Bidder acknowledges the right of the Owner to accept or reject in whole or in part, any or all Bids and to waive any informality or irregularity in any Bid received. In addition, the Bidder recognizes the right of the Owner or Construction Manager to reject a bid for any reason including but not limited to the following:
- A. Bidder fails to furnish or submit data required in the Bidding Documents;
  - B. Bid is in any way incomplete or irregular;

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INSTRUCTIONS TO BIDDERS

- C. Bidder's performance as a Trade Contractor was unsatisfactory under a prior contract for the construction, repair, modification, or demolition of a facility with the Owner, Construction Manager or Architect;
  - D. Known poor performance on prior contracts with parties other than the Construction Manager, Owner or Architect; or
  - E. Unsatisfactory financial condition.
  - F. Unsatisfactory safety record
- 10.2. The Owner may accept alternates which serve its own best interest. The Owner shall have the right to accept alternates in any order or combination and to determine the low Bidder on the basis of the sum of the base Bid and Bid alternates accepted.
- 10.3. Bidders to whom award of a Contract is under consideration shall complete Clark's Online Prequalification. Follow the appropriate link below to the Clark Construction Pre-Qualification Website. If you already have pre-qualified for another job using the online database, please confirm that all reported information is still accurate and up to date.
- A. Follow the link below to the Clark Construction Pre-Qualification Website:
    - 1. [www.clarkccbids.com](http://www.clarkccbids.com) and click on the Pre-Qualification button.
  - B. Upload required information into the data base
  - C. Once you have uploaded, updated or confirmed all your information on the Clark Construction Website, all bidders must notify Tanner Rowe email: [trowe@clarkcc.com](mailto:trowe@clarkcc.com). Provide bid categories for which your firm desires to be prequalified.
  - D. For issues using the online system, contact Jessica Johnson email: [jjohnson@clarkcc.com](mailto:jjohnson@clarkcc.com)

**11. EQUAL OPPORTUNITY EMPLOYMENT POLICIES**

- 11.1. The Bidder agrees that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin or age. The Bidder shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to race, religion, color, sex or national origin.

**12. BID SECURITY**

Each bid must be accompanied by a Bid security in an amount of not less than 5% of the total base Bid sum, pledging that the Bidder will enter into a contract with the Owner under the terms stated in the Bid Documents. Bid Bonds shall be issued by a bonding company meeting the requirements as described in Section 006113 Performance and Payment Bond. Bid security may also be in the form of certified check made out to Washtenaw Intermediate School District.

- 12.1. The Owner shall have the right to retain the Bid security of Bidders under consideration until either:

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SECTION 002113  
INSTRUCTIONS TO BIDDERS

- A. the Contract has been executed and bonds and insurance have been furnished, or
  - B. the specified time has elapsed so that Bids may be withdrawn, or
  - C. All Bids have been rejected.
- 12.2. The amount of the Bid security shall be forfeited to the Owner upon failure of the successful Bidder to enter into a Contract and provide all required Bonds and Insurance to the Owner within fifteen (15) days after acceptance of the Bid.

**13. PERFORMANCE AND LABOR AND MATERIAL PAYMENT BONDS**

- 13.1. The Bidder shall, within 10 days after the acceptance of any Bid, provide a Labor and Material Payment and Performance Bond, each covering the full amount of the Contract sum as security for the faithful performance of all Work under the Contract and payment of all charges in connection therewith. (Refer to “Performance and Payment Bond” section). **Cost of said bonds shall be included in the Base bid.**
- 13.2. The Owner has the right to waiver the performance and labor and material payment bond if the Bid is under \$50,000.

**14. LATE BIDS**

- 14.1. Each Bidder is responsible for submission of its Bid. Bids or Bid revisions received after the Due Date will not be accepted or considered. The Owner is not liable for any delivery or postal delays.

**15. RETURNED BIDS**

- 15.1. All Bids received after the Due Date will be unopened and made available to the respective Bidder for pick-up, at their sole cost and expense for a period of two (2) weeks after the Due Date.

**16. CONTRACT ASSIGNMENT OR SUB-CONTRACT**

- 16.1. The Contract shall not be assigned, transferred, or sublet, in whole or in part, by the Bidder without the prior written consent of the Owner.

**17. SUBCONTRACTORS**

- 17.1. All Trade Persons shall be thoroughly experienced in the particular class of Work in which they are employed.

END OF SECTION

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SECTION 002413  
SCOPE OF WORK  
GENERAL NOTES

**1. GENERAL**

- 1.1. All Trade Contractors shall be bound to all requirements and conditions applicable to the Work of their respective area of Work of Division 00 – Procurement and Contracting Requirements and Division 01 – General Requirements, Drawings, Specifications and Addenda.
- 1.2. Scope of Work General Notes shall be applicable to all Trade Contractors. The Scope of Work of each bid category shall include the following items required for, caused by or resulting from its Work.
- 1.3. Construction documents will be updated using Plangrid. Each contractor to supply their lead foreman with an I-pad so Plangrid can be utilized onsite. Plangrid has monthly subscription fees and must be included in your bid to be utilized by your on site crew.
- 1.4. A Mandatory Superintendent / Foreman Meeting will be held every Tuesday at 8:00 A.M. at the Clark/Axiom job site trailer. Contractors that are working on site or will be on site within two weeks of the meeting. We will be concentrating on the “three week” look ahead and all coordination required within that period. We will also discuss Safety, Building & Site Logistics and a reminder of upcoming Milestones Dates
- 1.5. It is imperative that All Work be completed within the MILESTONE SCHEDULE. See Spec Section 003113 Milestone Schedule. If a Contractor falls behind the Milestone Schedule, he will be directed to work overtime at his expense until the schedule is regained. This Contractor will be back charged all overtime expenses incurred by other Contractors that need to be present to support this activity.
- 1.6. Dumpsters to be provided by each contractor.
- 1.7. The project will participate in the MIOSHA Alliance program. All contractors will be required to attend monthly safety meetings and or training set up through the AGC.

**2. GENERAL NOTES**

- 2.1. Coordinate and cooperate with all entities associated with the project including the Owner, Architect, Independent Testing and Inspection agencies, local and other governmental authorities and other Trade Contractors. Cost incurred as a result of lack of coordination of Work, deliveries, access required by others, testing/inspection, schedule, penetrations, etc., shall be the responsibility of the Trade Contractor failing to notify others of action to be taken or other requirements.
- 2.2. Provide written Daily Reports to include the following minimum information:
  - A. Description of Work performed
  - B. Trade personnel classification and hours
  - C. Equipment used
  - D. Significant events/issues

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SECTION 002413  
SCOPE OF WORK  
GENERAL NOTES

- E. Weather
  - F. Other items as requested
- 2.3. Commencement of Work subsequent to associated Work by other Trade Contractor shall indicate acceptance of the condition of the Work by other Trade Contractor and/or existing conditions.
  - 2.4. Delivery and storage of materials and equipment shall be the responsibility of each Trade Contractor (Refer to “Temporary Facilities and Controls” section).
  - 2.5. All means and methods, labor, material, tools, construction equipment and machinery necessary, including cranes, hoisting equipment, scaffolding, shoring and bracing, to complete the Work.
  - 2.6. Perform all Work related to the Work of the Bid Category included in “Temporary Facilities and Controls” section.
  - 2.7. The Trade Contractor shall obtain and pay for all permits and fees associated with its Work and provide evidence of same to Construction Manager.
  - 2.8. Minimal benchmarks and control lines will be provided. Trade Contractor shall be responsible for all other engineering and layout required for the performance of its Work (Refer to “Field Engineering” section).
  - 2.9. Barricades, traffic maintenance and control as required.
  - 2.10. Confine operations at the site to areas permitted by the Construction Manager.
  - 2.11. Protection and safekeeping of Trade Contractor’s own materials and equipment stored on the premises.
  - 2.12. Take care and protect as required to avoid damaging Work in place by other Trade Contractors. In the event of damage to Work in place, the Trade Contractor causing the damage will be responsible for cost of repair. In the event the responsible Trade Contractor cannot be identified, the cost of repair will be prorated on a man hour basis to those Trade Contractors reasonably considered to be in the area of the damage.
  - 2.13. Protect all existing structures, equipment, trees, landscaping, etc., to remain.
  - 2.14. Dust control to prevent nuisance and hazard.
  - 2.15. Cleaning of street of mud and debris (Refer to “Temporary Facilities and Controls” section).
  - 2.16. Daily clean-up shall include broom cleaning (sweeping compounds shall be silica free), dumpster cost and removal of identifiable debris and rubbish from site (Refer to “Temporary Facilities and Controls” section for specific construction cleaning and cleaning of Work in place).
  - 2.17. Pumping water required to perform the Work.

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SECTION 002413  
SCOPE OF WORK  
GENERAL NOTES

- 2.18. Temporary utilities as needed to perform the Work (Refer to “Temporary Facilities and Controls” section for specific temporary utility information).
- 2.19. Cutting, coring, patching and penetrations of any structural, architectural, mechanical and electrical materials required to complete the Work unless noted otherwise (Refer to “Cutting and Patching” specification section for specific cutting and patching requirements).
- 2.20. Parking will be available on the project site.
- 2.21. Use of tobacco products will not be allowed on the project site.

END OF SECTION



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SECTION 002416  
SCOPE OF WORK  
BID CATEGORY SPECIFIC NOTES

**BID CATEGORY 03 - Foundations**

GENERAL – The following shall not be interpreted as a complete itemization of the work to be performed under this Bid Category. This Bid Category Trade Contractor shall be responsible to perform all work reasonably interpreted to be included in its scope of work in accordance with the drawings and specifications in addition to these Bid Category notes of clarification.

BASE SPECIFICATION – (Include all Work specified or reasonably inferred)  
002413 – SCOPE OF WORK GENERAL NOTES – (Include all Work specified or reasonably inferred)

002413       SCOPE OF WORK GENERAL NOTES  
033000       CAST-IN-PLACE CONCRETE

REFERENCE SPECIFICATION – (Include portions of the Work as specified as noted below)

015000       TEMPORARY FACILITIES AND CONTROLS  
312500       EXCAVATION AND FILL

Include (Furnish and Install u.n.o):

1. Verify building pad elevation prior to performing the Work. Report discrepancies to Clark/Axiom Construction Company in writing.
2. Receive, unload, store, layout and install miscellaneous steel fabrications furnished by others (e.g. imbed angles, anchor bolts, bearing and leveling plates, wall plates, etc.). Include grouting as required.
3. Maintain streets and public areas free of dirt, mud and debris. Daily or more frequent road sweeping as required when debris is tracked onto roads.
4. Coordinate and cooperate with the project Independent Testing and Inspection Company for inspection and/or testing of the Work.
5. Pumping water required to accomplish the Work of this bid category.
6. Reinforcing steel associated with the Work of this bid category including reinforcing dowels as required for masonry.
7. Coordinate dowel location requirements with other Trades.
8. Clean reinforcing of loose or flaking rust, dried concrete, oil, and other foreign material that may reduce the bond between the reinforcing and the concrete.
9. Openings, pockets, box outs, etc. Coordinate required location and dimensions with other Trades.
10. Cooperate in verification of correct anchor bolt and other embed placement with other Trades. Make corrections as needed in a timely manner to meet the project

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SECTION 002416  
SCOPE OF WORK  
BID CATEGORY SPECIFIC NOTES

- schedule. Setting of anchor bolts furnished by others and grouting and leveling of plates.
11. Locate on site where and remove from site all concrete wash out as directed by Clark/Axiom Construction Company.
  12. Restore grade to conditions that existed prior to performing the Work.
  13. Excavation, backfill and compaction associated with the Work of this bid category, including excavation for footings/foundations, shaping work complete for any earth forming as required; inclusive of trenching, cuts for stoops and entry column foundations.
  14. Coordinate spoils removal with sitework contractor. Site work contractor responsible for placement elsewhere on site or removal.
  15. Soil stabilization required to perform the Work of this bid category (e.g. shoring, sheeting)
  16. Foundation stoops.
  17. Frost foundations at exterior doors, entry slabs, bus canopy, corridor canopies, overhangs, etc.
  18. Maintain rebar caps until masonry is installed.
  19. Protect open trenches, holes, and pits with fencing and/or barricades.
  20. A few control lines and elevation benchmark will be provided, layout of foundations by this contractor.

Exclude

1. Foundation sleeves and/or coring.
2. Playground and fence foundations/concrete
3. Slab on grade concrete including sidewalks, curbs, interior slab on grade, etc.

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SECTION 002416  
SCOPE OF WORK  
BID CATEGORY SPECIFIC NOTES

**BID CATEGORY 05 – Structural Steel & Miscellaneous Metals**

GENERAL – The following shall not be interpreted as a complete itemization of the work to be performed under this Bid Category. This Bid Category Trade Contractor shall be responsible to perform all work reasonably interpreted to be included in its scope of work in accordance with the drawings and specifications in addition to these Bid Category notes of clarification.

BASE SPECIFICATION – (Include all Work specified or reasonably inferred)  
002413 – SCOPE OF WORK GENERAL NOTES – (Include all Work specified or reasonably inferred)

002413	SCOPE OF WORK GENERAL NOTES
051200	STRUCTURAL STEEL FRAMING
052100	STEEL JOISTS FRAMING
053100	STEEL DECKING
055000	METAL FABRICATIONS

REFERENCE SPECIFICATION – (Include portions of the Work specified as noted below)

015000	TEMPORARY FACILITIES AND CONTROLS
--------	-----------------------------------

Include (Furnish and Install u.n.o):

1. This contractor should include all structural steel and miscellaneous metals including but not limited to; grates, handrails, mezzanines, stairs, lintels, bearing plates, metal deck and structural steel.
2. Furnish required shop drawings in a timely manner to allow for adequate review time by Clark/Axiom Construction Company and the Architect to meet requirements of the project schedule. Anchor bolt plans and embed setting plans shall be submitted as not to delay the project schedule and not later than three weeks following award of Contract or Notice to Proceed.
3. Review steel erection tolerance requirements (e.g. plumb-ness, alignment, etc.) of materials and Work of other Trades impacted by the Work of this bid category. Perform the Work to the most stringent tolerance standard; the Work of this bid category or requirements of Trades impacted by the Work of this bid category.
4. Furnish shop drawings for use by other Trades for installation of embedded items furnished by this bid category.
5. All welders shall be certified for the welding Work they will be performing. Each welder's certificate shall be submitted prior to performing the Work.
6. Deliver and unload items to be embedded by others in concrete and/or masonry (e.g. anchor bolts, leveling plates, lintels etc.) in a timely manner to meet the project schedule. Coordinate installation location with installing Trade Contractor.

---

SECTION 002416  
SCOPE OF WORK  
BID CATEGORY SPECIFIC NOTES

7. Verify layout of embedded bolts, plates, etc. in advance of arriving on site to erect structural steel to allow adequate time for corrections to be made as not to delay the project schedule. Immediately report discrepancies to Clark Construction Company in writing.
8. Coordinate and cooperate with the project Independent Testing and Inspection Company for inspection and/or testing of the Work, including special inspections as noted in the drawings and specifications.
9. Hoisting equipment support mats required to complete the Work of this bid category.
10. Closures, bent plates, base plates, angles, edge angles, tube steel, clips, lintels, anchors etc.
11. Remove temporary shoring and bracing associated with the Work of this bid category. Schedule removal to assure safety.
12. Removal of rust, scale and slag from steel in areas to be exposed or to receive paint, etc.
13. Prime painting except in locations where it will inhibit the quality of Work by other Trades (e.g. steel embedded in concrete, steel to receive fireproofing, galvanizing, etc.).
14. Clean dirt and mud from all materials following erection.
15. Remove excess materials from the site in a timely manner as directed by Clark Construction Company.

---

SECTION 002416  
SCOPE OF WORK  
BID CATEGORY SPECIFIC NOTES

**BID CATEGORY 31 - Earthwork, Site Demo and Site Utilities**

GENERAL – The following shall not be interpreted as a complete itemization of the work to be performed under this Bid Category. This Bid Category Trade Contractor shall be responsible to perform all work reasonably interpreted to be included in its scope of work in accordance with the drawings and specifications in addition to these Bid Category notes of clarification.

BASE SPECIFICATION – (Include all Work specified or reasonably inferred)

002413	SCOPE OF WORK GENERAL NOTES
024100	DEMOLITION
311000	SITE DEMOLITION
312300	EXCAVATION AND FILL
312500	SOIL EROSION AND SEDIMENTATION CONTROL
320514	TOPSOIL
321100	AGGREGATE AND GRANULAR BASE COURSES
331000	WATER DISTRIBUTION
333000	SANITARY DRAINAGE
334000	STORM DRAINAGE

REFERENCE SPECIFICATION – (Include portions of the Work specified as noted below)

015000	TEMPORARY FACILITIES AND CONTROLS
033000	CAST-IN-PLACE CONCRETE

Include (Furnish and Install u.n.o):

1. All work under this contract shall be done in a safe manner and comply with O.S.H.A. and M.I.O.S.H.A. requirements as well as Clark/Axiom Construction Company's Safety Program.
2. Verify on-site and surrounding grades are in accordance with the Documents prior to start of the work. Report discrepancies to Clark/Axiom Construction Company in writing.
3. Verify location of existing utilities prior to performing the Work. Contact Miss Dig prior to work and hand dig as required to avoid contact with underground utilities. Report location, invert elevation discrepancies or interferences to Clark/Axiom Construction Company in writing.
4. Maintain streets and public areas free of dirt, mud and debris. Daily or more frequent road sweeping as required when debris is tracked onto roads.

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SECTION 002416

SCOPE OF WORK

BID CATEGORY SPECIFIC NOTES

5. Remove debris and/or spoils from the site in a timely manner. Coordinate spoils removal with concrete contractor. Site work contractor responsible for placement elsewhere on site or removal or concrete contractor's spoils.
6. Import and export of soil material, cut and fill, grading, and compaction to achieve grades required by the documents.
7. Site grading to plus or minus 1/10 of a foot of design.
8. Pumping water to perform the work of this bid category.
9. Legal disposal of materials off site.
10. Provide erosion control for entire project, including requirements of the soil erosion and sediment control permit and the installation, maintenance, storm water operator and removal at completion of project.
11. Excavation, backfill and compaction associated with the Work of this bid category.
12. Perform water, sanitary and storm tie-in to public utility system in accordance with requirements of authorities having jurisdiction.
13. Extend utility piping to connect to building systems to 5'-0" inside the building line. Coordinate with building Trade Contractors and other design documents the exact location and elevation of connection prior to performing the Work. Report discrepancies to Clark/Axiom Construction Company in writing.
14. Install drainage structures such that Subgrade will drain completely by gravity. Final adjustments of the drainage structures shall be performed by this bid category at a later date just prior to placement of finished surfaces and as directed by Clark/Axiom Construction Company. Final adjustments shall include required excavation, backfill and compaction.
15. Construct subgrade including import material, placement, grading, and compaction.
16. Coordinate and perform final adjustments of valve boxes and other utilities prior to placement of finished surfaces by others.
17. Dust control for the duration of the Work of this bid category.
18. Restore disturbed grade to condition that existed prior to performing the Work.
19. Site clearing, tree removal, grubbing and removal of above and below grade site improvements as noted.
20. Remove above ground, overhead and below grade materials (e.g. pavement and base material, utilities, etc.) indicated in the documents.
21. Protect existing structures and/or trees and landscaping to remain.
22. Coordinate and cooperate with the project Independent Testing and Inspection Company for inspection and/or testing of the Work, including special inspections as noted in the drawings and specifications.
23. Overhead and underground utility cutting, capping, valves, etc., as required to accomplish the work and as required by authorities having jurisdiction
24. 140' of temporary jersey barrier to be placed in parking lot and drive.
25. 4000' of snow fencing. Maintain fencing throughout project and remove as directed by Clark/Axiom.
26. (2) 20x50 gravel tracking mats, 2000' of 8" x 12' temporary construction drive around new school consisting of 3"- stone and geogrid fabric. Include removal of temp drive as directed by Clark/Axiom.

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SECTION 002416  
SCOPE OF WORK  
BID CATEGORY SPECIFIC NOTES

27. (2) 8"x30'x30' crane pads to be installed along temp road

Exclude:

1. All work noted as Bid Pack 1 from this work scope.
2. SESC permit.

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SECTION 003113  
PROJECT MILESTONE SCHEDULE

**1. GENERAL**

- 1.1. Milestone dates identified herein shall become binding under the Contract. The Bidder represents that it will provide sufficient labor, material, supervision, equipment and other necessary resources to achieve the milestone dates.

**2. WORK HOURS**

- 2.1. Project site standard work hours shall be 7:00AM to 3:30PM Monday thru Friday.
- 2.2. Trade Contractor shall notify and obtain authorization from the Construction Manager in the event work is required to be performed outside of standard work hours.
- 2.3. For work required outside of standard work hours which is the result of the Trade contractor's failure to perform the work as scheduled during standard hours, the Trade Contractor shall reimburse the Construction Manager for the Construction Managers staff cost to be on site while such work is performed.

**3. SCHEDULE REQUIREMENTS**

- 3.1. Bidders shall review the milestone schedule for Work included in the construction documents and advise, at bid time, of any severe discrepancies identified.
- 3.2. Bid Proposals shall be based on overall time duration provided in the milestone schedule for all construction activities.
- 3.3. Trade Contractors will be required to submit monthly progress reports and updated schedules as directed by the Construction Manager.
- 3.4. The Construction Manager will endeavor to incorporate Trade Contractor input into the final project schedule. Under no circumstances will data be incorporated that causes delay to any milestone or to the overall project completion date.
- 3.5. Trade Contractor representatives shall attend Pull Planning Meetings as required and as described in Section 013119 Project Meetings.
- 3.6. The Trade Contractor shall review, check, approve and submit, in such sequence as to cause no delay in the Work or in the Work of the Owner or any separate Trade Contractor, all shop drawings, product data and samples required by the Contract Documents.
- 3.7. Trade Contractors failing to meet the project schedule shall be required to submit a detailed recovery schedule within two (2) days of notification by the Construction Manager. Such recovery schedule shall contain sufficient detail to satisfy requirements of the Construction Manager and shall include overtime as necessary to accomplish recovery in the shortest possible duration.



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SECTION 003113  
PROJECT MILESTONE SCHEDULE

- 3.8. The Trade Contractor shall be responsible for all additional cost associated with a project delay caused by the Trade Contractor. Project delay costs include but are not limited to: 1) Construction Manager personnel cost associated with additional scheduling and/or coordination time including phone calls, emails, meetings etc.; 2) overtime cost necessary to recover lost schedule time expended by the failing Trade Contractor; 3) overtime cost necessary to recover lost schedule time expended by other Trade Contractors as required to make up time lost by the failing Trade Contractor.
- 3.9. All schedule “float time” shall belong exclusively to the Construction Manager. **Trade Contractor shall endeavor to improve upon the project schedule dates.**

4. **MILESTONE SCHEDULE**

Site Demolition/ Clear and Grub	4/27/2020 – 5/14/2020
Earthwork/ Site Balancing	5/6/2020 – 5/26/2020
Rough Grade/ Building Pad	5/27/2020 – 6/9/2020
Footings/ Foundations	6/3/2020 – 7/6/2020
Structural Steel/ Columns and Joists	6/12/2020 – 8/13/2020
Steel Decking & Detail	7/30/2020 – 9/10/2020
Final Grade/ Asphalt Base	5/3/2021 – 5/27/2021
Topsoil	5/28/2021 – 6/11/2021

END OF SECTION



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SECTION 004126  
BID PROPOSAL FORM

**2. ADDENDA**

2.1. The undersigned acknowledges receipt of the following Addenda and has included the cost thereof in the Lump Sum Base Bid:

No. 1, dated _____	No. 4, dated _____
No. 2, dated _____	No. 5, dated _____
No. 3, dated _____	No. 6, dated _____

**3. TRADE HOURS**

3.1. Total estimated trade hours required to perform the Work \_\_\_\_\_ Trade Hours

3.2. The undersigned acknowledges that the estimated trade hours provided above are for Clark Construction Company scheduling purposes only and shall not be deemed a limit to trade hours required to perform the work and shall not be considered as a basis for claim.

**4. BID SECURITY**

4.1. Bid security in the amount of 5% of the proposal, shall accompany this proposal.

**5. PERFORMANCE AND LABOR AND MATERIAL PAYMENT BOND**

5.1. The undersigned confirms that the cost of required Bonds is included in the base bid amount.

**6. REJECTION OF BID**

6.1. The undersigned acknowledges the right of Washtenaw Intermediate School District to reject any or all bids and to waive any informality or irregularity in the bid.

**7. PROJECT SCHEDULE**

7.1. The undersigned acknowledges that it shall meet requirements of the Project Schedule (Section 003113).

**8. EXTRA WORK**

8.1. The undersigned agrees that:

- A. A maximum of 15% overhead and profit will be allowed for Changes in the Work performed by the Trade Contractor.
- B. A maximum of 5% overhead and profit will be allowed for Changes in the Work for any tier Subcontractor.



SECTION 004126  
BID PROPOSAL FORM

BIDDER'S NAME: \_\_\_\_\_

LEGAL ADDRESS: \_\_\_\_\_

ZIP CODE: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_

TELEPHONE NO.: \_\_\_\_\_

FAX NO.: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

The Bidder declares the following legal status in submitting this Proposal: (Check one)

\_\_\_\_\_ A Corporation organized and existing under the laws  
of the State of Michigan

\_\_\_\_\_ A Partnership

\_\_\_\_\_ Other

**CONTRACT ACKNOWLEDGEMENT**

Trade Contractor hereby acknowledges acceptance of the terms of the Contract Agreement and will enter into the Agreement with no modifications to the terms of the Agreement.

**SIGNATURE**

Respectfully submitted:

\_\_\_\_\_  
SIGNATURE

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

WITNESSED BY: \_\_\_\_\_

Federal Employer Identification No.: \_\_\_\_\_

State License No.: \_\_\_\_\_

SECTION 004126  
BID PROPOSAL FORM

BIDDER'S NAME: \_\_\_\_\_

**FAMILIAL RELATIONSHIP**

**1. GENERAL**

1.1. Each Bidder shall complete, execute and submit with its Bid Proposal the following Familial Relationship Sworn Statement.

**1.2. SWORN STATEMENT**

Date: \_\_\_\_\_

School District: Washtenaw Intermediate School District

Project: High Point School

I/We disclose below any familial relationship that exists between the Owner or any employee of Bidder and any member of the Board of Education, Board of Directors or the Superintendent of (Washtenaw Intermediate School District)

Familial Relationships:  None  Listed Below

Bidder Employee/Position	Relationship	School District Associate/Position
_____	_____	_____
_____	_____	_____
_____	_____	_____

\_\_\_\_\_  
(Company Name)

Subscribed and sworn to before me

By: \_\_\_\_\_  
(Authorized signer)

this \_\_\_ day of \_\_\_\_\_, year

\_\_\_\_\_  
(Print or type Name and Title of Signer)

\_\_\_\_\_  
(Signed by Notary Public)

Address: \_\_\_\_\_

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Telephone: \_\_\_\_\_

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SECTION 004126  
BID PROPOSAL FORM

**IRAN ECONOMIC SANCTION ACT 517 OF 2012**

1. On December 28, 2012, Governor Snyder signed Public Act 517 of 2012, commonly known as the “Iran Economic Sanctions Act” (the “Act”). The Act provides that beginning April 1, 2013 an “Iran Linked Business” is not eligible to submit a bid on a request for proposal with a “public entity.” Under the Act, a “public entity” includes school districts and intermediate school districts. The Act also requires that a person that submits a bid in response to a public entity’s request for proposal must certify to the public entity that it is not an Iran Linked Business. This requirement applies to **all** requests for proposals issued by a public entity, and not just to construction projects.
2. The Act defines an Iran Linked Business as: 1) a person engaging in investment activities in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or 2) a financial institution that extends credit to another person if that person will use the credit to engage in investment activities in the energy sector of Iran.
3. If the public entity determines, using credible information available to the public, that a person or entity has submitted a false certification, the public entity must provide written notice to the person or entity of its determination and of its intent not to enter into or renew the contract. The notice must include information on how to contest the determination. The notice must also specify that the individual or entity may become eligible for future contracts with the public entity if the activities that caused it to be an Iran Linked Business are ceased.
4. The Attorney General may bring a civil action against any individual or entity reported to have submitted a false certification. If the civil action results in a finding that certification was false, the person or entity will be responsible for a civil penalty of not more than \$250,000.00 or two times the amount of the contract for which the false certification was made, whichever is greater. In addition to the fine the individual or entity will be responsible for the cost and reasonable attorney fees incurred by the public entity. An individual or entity who has submitted a false certification will be ineligible to bid on a request for proposal for 3 years from the date the certification was determined to be false.

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SECTION 004126  
BID PROPOSAL FORM  
**IRAN ECONOMIC SANCTION ACT 517 OF 2012**

**BIDDER CERTIFICATION FORM**

1. Beginning April 1, 2013, an Iran linked business is not eligible to submit a bid on a request for proposal with a public entity.
2. Beginning April 1, 2013, a public entity shall require a person that submits a bid on a request for proposal with the public entity to certify that it is not an Iran linked business.
3. Pursuant to Michigan law, (the Iran Economic Sanctions Act, 2012 PA 517, MCL 129.311 et seq.), before accepting any bid or proposal, or entering into any contract for goods or services with an prospective Contractor, the contractor must first certify that it is not an “IRAN LINKED BUSINESS”, as defined by law.
4. Each Contractor submitting a bid on this project shall include a letter with their bid certifying that they have full knowledge of the requirements and possible penalties under the law MCL 129.311 et seq. that the Contractor is NOT an “IRAN LINKED BUSINESS”, as required by MCL 129.311 et seq., and as such that Contractor is legally eligible to submit a bid and be considered for a possible contract to supply goods and/or services to Adrian Public Schools.

I certify that I am a duly authorized representative of \_\_\_\_\_ and confirm that  
(Name of Company)  
neither I nor the company is an “Iran Linked Business”

Company Representative Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_



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SECTION 005216  
AGREEMENT FORM

1. **GENERAL**

- 1.1. The Contract form to be used for this project shall be AIA Document A132 – 2009 Standard Form of Agreement Between Owner and Contractor as modified. Refer to Section 006200 for copy of the Agreement.
- 1.2. The Trade Contractor shall execute the Contract with no modifications to the terms of the Agreement.

END OF SECTION

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SECTION 006113  
PERFORMANCE AND PAYMENT BOND

**1. GENERAL**

- 1.1. Whether the Performance and Labor Material Payment Bond is single or dual obligee, trade contractor must provide a "Performance Bond and Labor and Material Payment Bond", AIA Document A312, December 1984, Third Printing 1987, of the American Institute of Architects, which are hereby made a part of the Contract Documents, the same as if bound herein. The Performance and Payment Bond shall be part of the Contract and shall apply to all Trade Contractors Contract Documents.
- 1.2. All bonding companies must be listed by the U.S. Treasury.
- 1.3. All bonding companies must be rated "A" or better by AM Best.
- 1.4. All bonding companies must be licensed to do business in Michigan.
- 1.5. Copies of the Performance Bond and Payment Bond may be obtained from the American Institute of Architects, national office, 1735 New York Avenue, NW, Washington, DC 20006.
- 1.6. The proposed bonding company of the Bidder shall be acceptable to the Owner. The Owner shall be listed as obligee on all Bonds.
- 1.7. The Bonds shall be provided in accordance with MCL 129.201, et seq., and shall minimally comply with all terms set forth therein.
- 1.8. The Owner shall be permitted to bring any claim, action, or lawsuit related to the Bonds in accordance with the statute(s) of limitations applicable under Michigan law. Any attempt to contractually limit such time period shall be null and void.

END OF SECTION

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SECTION 006200  
CERTIFICATES AND OTHER FORMS

**1. GENERAL**

1.1. Sample documents, included in this section, shall be used through the life of the project.

1.2. Sample forms:

- A. A132-2009 Agreement Form
- B. Trade Contractor Qualification Form
- C. Trade Contractor Quotation Form
- D. Certificate of Insurance Sample
- E. Application and Certificate for Payment (AIA G702 and G703 1992 Edition)
- F. MEP Cost Breakdown (required start-up submittal for MEP Contractors)
- G. Sworn Statement
- H. Partial Unconditional Waiver
- I. Full and Final Unconditional Waiver
- J. Materials Stored Payment Form
- K. Labor Rate Calculations
- L. Form of Guarantee
- M. Certificate of Substantial Completion (AIA G704)
- N. General Conditions B A232 – 2009
- O. Job Safety Analysis

END OF SECTION

CLARK CONSTRUCTION COMPANY  
TRADE CONTRACTOR QUALIFICATION FORM

**PROJECT NAME:** \_\_\_\_\_ **DATE** \_\_\_\_\_

**GENERAL**

Legal name of Business: \_\_\_\_\_

Principal Address: \_\_\_\_\_  
Street

P. O. Box \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Contact Person: \_\_\_\_\_ Federal ID No.: \_\_\_\_\_

E-mail Address: \_\_\_\_\_ Duns No.: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

\_\_\_ Corporation \_\_\_ Partnership \_\_\_ Individual \_\_\_ Sole Proprietorship \_\_\_ Joint Venture \_\_\_ Other

If Incorporated, State of Incorporation: \_\_\_\_\_ Year Incorporated \_\_\_\_\_

Average number of office employees: \_\_\_\_\_ Field: \_\_\_\_\_

Is your company qualified as  
(Enclose certificate) **SMALL BUSINESS** \_\_\_\_\_ **MBE** \_\_\_\_\_ **WBE** \_\_\_\_\_ **DBE** \_\_\_\_\_  
**SDB** \_\_\_\_\_ **HUB ZONE** \_\_\_\_\_ **8A** \_\_\_\_\_  
**SDVOSB** \_\_\_\_\_ **WOSB** \_\_\_\_\_ **VOSB** \_\_\_\_\_  
**HBCU/MI** \_\_\_\_\_

Does your company have a written EEO policy? Yes \_\_\_ No \_\_\_

Does your company have a current Certificate of Awardability? Yes \_\_\_ No \_\_\_

List company officers:

Name	Title	Years with Organization

State the type(s) of work in which you specialize and regularly perform with your own personnel:

\_\_\_\_\_

Labor Relations: Union \_\_\_\_\_ Open Shop \_\_\_\_\_

**FINANCIAL**

Please submit current interim financial statement and last certified financial statement, including work in progress and contract schedule. This information will be kept strictly confidential.

Bank Reference: \_\_\_\_\_  
(Bank Name) (Telephone)

Contact Person: \_\_\_\_\_  
(Contact Name)

Amount of Line of Credit: \_\_\_\_\_ Secured? Yes \_\_\_ No \_\_\_ Amount available \_\_\_\_\_



**CLARK CONSTRUCTION COMPANY  
TRADE CONTRACTOR QUALIFICATION FORM**

Please attach list on a separate sheet, the summary details for all violations including date, type, description and amount for the last three years

During the past three years, has your company experienced any employee fatalities? Yes \_\_\_ No \_\_\_  
If YES, please attach details of the accident on a separate sheet

**EXPERIENCE**

Attach list of recent major projects completed and work in progress, including average manpower required and anticipated duration of contract. Please include any projects completed with Clark Construction Company.

LIST THREE (3) SUPPLIER REFERENCES

Supplier	Project	Contact	Phone	Amount

Have you been deemed to be in default on any contract? Yes \_\_\_ No \_\_\_

Have you failed to complete any work awarded to you? Yes \_\_\_ No \_\_\_

Have you ever been adjudged bankrupt or filed a petition in bankruptcy? Yes \_\_\_ No \_\_\_

Have you filed any lawsuits or requested arbitration? Yes \_\_\_ No \_\_\_

(If you answered YES to any of the above, please attach a brief explanation)

Please attach the following documents:

- MBE/WBE/DBE Certificate (if applicable)
- Current interim Financial Statement
- Last Certified Financial Statement
- Statement of Surety or Bid Bond
- Insurance carriers EMR verification
- MIOSHA 300A Logs for the last 3 years and the most current log to-date
- Electronic Safety Manual
- OSHA violations for the last 3 years
- Completed Project List
- Work in Progress List
- Trade Contractor Qualification Form
- Schedule of Values – to be submitted at Pre-Award Meeting

As an Authorized Representative for \_\_\_\_\_  
I hereby certify that the answers to the foregoing questions, and all documents contained herein, are true and correct. I understand that submission of this information is in no way a guarantee of contract award by the Owner or Clark Construction Company and that the information is provided for review and evaluation purposes only.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Above Name typed or Printed)

\_\_\_\_\_  
(Title of Authorized Representative)



**CONTRACTOR QUOTATION - WORK ITEM DETAIL**

[ ] = to be completed by Contractor

DATE: [ ]  
 CONTRACTOR: [ ]

CLARK/AXIOM PROJECT: [ 2832 Washtenaw Intermedia School District ]  
 BUILDING: [ High Point School ]

PCO NO. [ ] ARCHITECT DOCUMENT [ ] CONTRACTOR CHANGE REQUEST NO. [ ]

Method of Determining the Cost:  Lump Sum  Actual Time & Material  Unit Prices (Refer to Section 4)

WORK ITEM NO. [ ] DESCRIPTION OF WORK: [ ]  
 WORK ITEM TOTAL = [ ]

**1 MATERIALS and PURCHASED EQUIPMENT**

Description	Enter negative quantity for deleted work items.		Enter amounts <b>without</b> State Sales Tax.				Discount	TOTAL
	Quantity / Unit		List Price		Charge Price			
1 -							%	
2 -							%	
3 -							%	
4 -							%	
5 -							%	
6 -							%	
7 -							%	
8 -							%	
9 -							%	
10 -							%	
11 -							%	
12 -							%	
13 -							%	
14 -							%	
15 -							%	
16 -							%	
17 -							%	
18 -							%	
19 -							%	
20 -							%	
21 -							%	
22 -							%	
23 -							%	
24 -							%	

\*\* To add rows: contact ClarkCC for assistance \*\*

- Check if TAX EXEMPT Project
- Check if NO MARK UP

Sub-Total Material Amount = [ ]  
 6% State Sales Tax Amount = [ ]  
 Sub-Total Material Amount = [ ]  
 15% Overhead & Profit Mark-up (0% if Credit) = [ ]  
**Total Material Amount = [ ]**

**2 LABOR**

Pre-Approved Hourly Labor Rates Include base wage, fringes, taxes, general liability insurance, bond fee, small tools allowance.	App'd HOURLY Straight Time RATE (a)	TOTAL Straight Time HOURS (b)	App'd Hourly 1-1/2 Time Rate (c)	TOTAL 1-1/2 Time HOURS (d)	App'd Hourly Double Time Rate (e)	TOTAL Double Time HOURS (f)	TOTAL StraightTime AMOUNT = a x b	TOTAL 1-1/2Time AMOUNT = c x d	TOTAL DoubleTime AMOUNT = e x f
Summary Sheet Row 9 Craft/Trade: Classification:									
Summary Sheet Row 10 Craft/Trade: Classification:									
Summary Sheet Row 11 Craft/Trade: Classification:									
Summary Sheet Row 12 Craft/Trade: Classification:									
Summary Sheet Row 13 Craft/Trade: Classification:									
Summary Sheet Row 14 Craft/Trade: Classification:									
Summary Sheet Row 15 Craft/Trade: Classification:									
Summary Sheet Row 16 Craft/Trade: Classification:									
Summary Sheet Row 17 Craft/Trade: Classification:									
Summary Sheet Row 18 Craft/Trade: Classification:									
Summary Sheet Row 19 Craft/Trade: Classification:									
Summary Sheet Row 20 Craft/Trade: Classification:									
Summary Sheet Row 21 Craft/Trade: Classification:									
Summary Sheet Row 22 Craft/Trade: Classification:									

\*\* To add rows: contact ClarkCC for assistance \*\*

- Check if NO MARK UP

Sub-Totals = [ ]  
 Sub-total Filed Labor Amount (Straight Time + x1.5 Time + x2 Time) = [ ]  
 15% Overhead & Profit Mark-up (0% if Credit) = [ ]  
**Total Labor Amount = [ ]**



**3 FIELD EQUIPMENT RENTALS**

Enter negative quantity for deleted work items.

Field Equipment Description (i.e. Backhoe, Manlift, etc. - Not Job Vehicles)	Quantity / Unit	Price	TOTAL
1 -			
2 -			
3 -			
4 -			
5 -			
6 -			

\*\* To add rows: contact ClarkCC for assistance \*\*

Check if NO MARK UP

Sub-Total Field Equipment Amount = \_\_\_\_\_  
 15% Overhead & Profit Mark-up (0% if Credit) = \_\_\_\_\_  
**Total Field Equipment Amount =** \_\_\_\_\_

**4 UNIT PRICES (Includes Material, Labor, Applicable Taxes, plus all other costs and fees)**

Enter negative quantity for deleted work items.

Description	Quantity / Unit	Price	TOTAL
1 -			
2 -			
3 -			
4 -			
5 -			
6 -			
7 -			
8 -			
9 -			
10 -			

\*\* To add rows: contact ClarkCC for assistance \*\*

**Total Unit Price Amount =** \_\_\_\_\_

**5 SUBCONTRACTOR MARK-UP**

Name of Subcontractor	Amount
1 -	
2 -	
3 -	
4 -	
5 -	
6 -	
7 -	
8 -	
9 -	
10 -	

\*\* To add rows: contact ClarkCC for assistance \*\*

Check if NO MARK UP

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

DATE \_\_\_\_\_  
 CONTRACTOR \_\_\_\_\_

TOTAL AMOUNT SUMMARY FOR WORK ITEM NO. \_\_\_\_\_

PCO NO. \_\_\_\_\_ ARCHITECT DOCUMENT \_\_\_\_\_

CONTRACTOR CHANGE REQUEST NO. \_\_\_\_\_

1 Total Material Amount = \_\_\_\_\_  
 2 Total Labor Amount = \_\_\_\_\_  
 3 Total Field Equipment Amount = \_\_\_\_\_  
 4 Total Unit Price Amount = \_\_\_\_\_  
 5 Total Subcontractor Mark-up Amount = \_\_\_\_\_

**TOTAL AMOUNT FOR WORK ITEM =** \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/01/2012

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

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

PRODUCER Agent Name and Address	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
INSURED Subcontractor Name and Address	INSURER A:	A.M. BEST Rated "A" or Better
	INSURER B:	A.M. BEST Rated "A" or Better
	INSURER C:	A.M. BEST Rated "A" or Better
	INSURER D:	A.M. BEST Rated "A" or Better
	INSURER E:	A.M. BEST Rated "A" or Better
	INSURER F:	A.M. BEST Rated "A" or Better

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

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

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> INCLUDE RESIDENTIAL <input type="checkbox"/> DEFECT PROD/COMP OPS GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC		<input checked="" type="checkbox"/>	Policy Number	01/01/2012	01/01/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		<input checked="" type="checkbox"/>	Policy Number	01/01/2012	01/01/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			Policy Number	01/01/2012	01/01/2013	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		<input type="checkbox"/>	Policy Number	01/01/2012	01/01/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
	Errors and Omissions Contractors Pollution Liability			Policy Number	01/01/2012	01/01/2013	Limit: \$1,000,000 Limit: \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Clark Construction Company is an Additional Insured for project (name) and project (number)

# SAMPLE

**CERTIFICATE HOLDER****CANCELLATION**

Clark Construction Company 3535 Moores River Drive Lansing, MI 48911	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE
--	---

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## Application and Certificate for Payment

TO OWNER:	PROJECT:	APPLICATION NO:	<u>Distribution to:</u>
		PERIOD TO:	OWNER <input type="checkbox"/>
FROM CONTRACTOR:	VIA ARCHITECT:	CONTRACT FOR:	ARCHITECT <input type="checkbox"/>
		CONTRACT DATE:	CONTRACTOR <input type="checkbox"/>
		PROJECT NOS:           /           /	FIELD <input type="checkbox"/>
			OTHER <input type="checkbox"/>

### CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. AIA Document G703™, Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM ..... \$ \_\_\_\_\_
2. NET CHANGE BY CHANGE ORDERS ..... \$ \_\_\_\_\_
3. CONTRACT SUM TO DATE (Line 1 ± 2) ..... \$ \_\_\_\_\_
4. TOTAL COMPLETED & STORED TO DATE (Column G of G703) ..... \$ \_\_\_\_\_
5. RETAINAGE:
  - a. \_\_\_\_\_% of Completed Work  
(Columns D + E on G703)
  - b. \_\_\_\_\_% of Stored Material  
(Column F on G703)

Total Retainage (Lines 5a + 5b, or Total in Column I of G703) ..... \$ \_\_\_\_\_

6. TOTAL EARNED LESS RETAINAGE ..... \$ \_\_\_\_\_  
(Line 4 minus Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT ..... \$ \_\_\_\_\_  
(Line 6 from prior Certificate)
8. CURRENT PAYMENT DUE ..... \$
9. BALANCE TO FINISH, INCLUDING RETAINAGE  
(Line 3 minus Line 6) ..... \$ \_\_\_\_\_

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$	\$
Total approved this month	\$	\$
TOTAL	\$	\$
NET CHANGES by Change Order	\$	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

### CONTRACTOR:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
 State of: \_\_\_\_\_  
 County of: \_\_\_\_\_  
 Subscribed and sworn to before \_\_\_\_\_ day of \_\_\_\_\_  
 me is \_\_\_\_\_  
 Notary Public:  
 My commission expires: \_\_\_\_\_

# SAMPLE

### ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... \$ \_\_\_\_\_  
 (Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

### ARCHITECT:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
 This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

**CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.**



# AIA<sup>®</sup> Document G702<sup>™</sup> – 1992 Instructions

## *Application and Certificate for Payment*

### GENERAL INFORMATION

**Purpose and Related Documents.** AIA Document G702<sup>™</sup>–1992, Application and Certificate for Payment, is to be used in conjunction with AIA Document G703<sup>™</sup>, Continuation Sheet. These documents are designed to be used on a Project where a Contractor has a direct Agreement with the Owner. Procedures for their use are covered in AIA Document A201<sup>™</sup>, General Conditions of the Contract for Construction.

**Use of Current Documents.** Prior to using any AIA Contract Document, users should consult [www.aia.org](http://www.aia.org) or a local AIA component to verify the most recent edition.

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### COMPLETING G702

# SAMPLE

After the Contractor has completed AIA Document G703, Continuation Sheet, summary information should be transferred to AIA Document G702, Application and Certificate for Payment.

The Contractor should sign G702, have it notarized, and submit it, together with G703, to the Architect.

The Architect should review G702 and G703 and, if they are acceptable, complete the Architect's Certificate for Payment on G702.

The Architect may certify a different amount than that applied for, pursuant to Sections 9.5 and 9.6 of A201. The Architect should then initial all figures on G702 and G703 that have been changed to conform to the amount certified and attach an explanation. The completed G702 and G703 should be forwarded to the Owner.

### MAKING PAYMENT

The Owner should make payment directly to the Contractor based on the amount certified by the Architect on AIA Document G702, Application and Certificate for Payment. The completed form contains the name and address of the Contractor. Payment should not be made to any other party unless specifically indicated on G702.

### EXECUTING THE DOCUMENT

Persons executing the document should indicate the capacity in which they are acting (i.e., president, secretary, partner, etc.) and the authority under which they are executing the document. Where appropriate, a copy of the resolution authorizing the individual to act on behalf of the firm or entity should be attached.

**Continuation Sheet**

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.  
 In tabulations below, amounts are stated to the nearest dollar.  
 Use Column I on Contracts where variable retainage for line items may apply.

**APPLICATION NO:**  
**APPLICATION DATE:**  
**PERIOD TO:**  
**ARCHITECT'S PROJECT NO:**

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
<b>SAMPLE</b>									

**CAUTION:** You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.



**MEP Cost Breakdown**

	<b>Value</b>	
<b><u>PLUMBING</u></b>		
1 Underground Sanitary Piping	\$	-
2 Above Ground Waste & Vent Piping	\$	-
3 Storm Drainage Piping	\$	-
4 Water Supply Piping	\$	-
5 Pipe Insulation	\$	-
6 Plumbing Fixtures	\$	-
7 Gas Piping	\$	-
8 Other / Special Systems:	\$	-
<b><u>HVAC</u></b>		
1 Hydronic Piping & Pumps	\$	-
2 Steam Piping & Pumps	\$	-
3 Refrigerant Piping	\$	-
4 Pipe Insulation	\$	-
5 Ductwork	\$	-
6 Duct Insulation	\$	-
7 VAV Boxes	\$	-
8 Grilles, Registers, Diffusers	\$	-
9 Heating Boilers	\$	-
10 Furnaces	\$	-
11 Packaged Water Chillers	\$	-
12 Cooling Towers	\$	-
13 Packaged Compressors and Condenser Units	\$	-
14 Packaged Air Handler Units	\$	-
15 Exhaust Fans	\$	-
16 Humidity Control Equipment	\$	-
17 Temperature Controls & Energy Management	\$	-
18 Commissioning	\$	-
19 Demolition & Excavation for Your Work	\$	-
20 Other / Special Systems:	\$	-
<b><u>ELECTRICAL</u></b>		
1 Incoming Primary	\$	-
2 Service & Distribution (Transformers, Switchgear, Panel Boards & Meters)	\$	-
3 Interior Lighting	\$	-
4 Exterior Lighting	\$	-
5 Outlets, Receptacles & Switches	\$	-
6 Equipment Connections	\$	-
7 Conduits, Pull Boxes, Junction Boxes, Bus Ways	\$	-
8 Wiring & Cabling	\$	-
9 Fire Alarm & Detection	\$	-
10 Lightning Protection	\$	-
11 Intercom & Sound	\$	-
12 Security & CCTV	\$	-
13 Emergency Generator	\$	-
14 Low Voltage Cabling	\$	-
15 Demolition & Excavation for Your Work	\$	-
16 Other / Special Systems:	\$	-
<b><u>General Items</u></b>		
1 Bond Fee	\$	-
2 Submittals	\$	-
3 Close-Out	\$	-
4 As-Builts	\$	-
5 Warranty Call Back	\$	-
6 Mobilization	\$	-
7 Testing & Balancing	\$	-
8 Profit / Overhead	\$	-

# SWORN STATEMENT

STATE OF: \_\_\_\_\_ }  
 COUNTY OF: \_\_\_\_\_ } SS

\_\_\_\_\_ (deponent), being sworn, states the following:

\_\_\_\_\_ is the (contractor) (subcontractor) for an

improvement to the following described real property in \_\_\_\_\_ County, Michigan, described as follows: *(Insert legal description from Notice of Commencement or name and address of the Project)*

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

Name of subcontractor, supplier or laborer	Type of improvement furnished	Total contract price	Amount already paid	Amount currently owing	Balance to complete (optional)	Amount of laborer wages due but unpaid	Amount of laborer fringe benefits and withholdings due but unpaid
<b>Totals</b>		0	0	0	0		

*(Some columns are not applicable to all persons listed)*

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

I make this statement as the (contractor) (subcontractor) or as \_\_\_\_\_ of the (contractor) (subcontractor) to represent to the owner or lessee of the property and his or her agents that the property is free from claims of construction liens, or the possibility of construction liens, except as specifically set forth in this statement for claims of construction liens by laborers that may be provided under section 109 of the construction lien act, 1980, P.A. 497, MCL 570.1109.

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

\_\_\_\_\_  
Deponent

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

Subscribed and sworn to before me on  
(date) \_\_\_\_\_

\_\_\_\_\_  
Notary Public

\_\_\_\_\_ County, Michigan.

My commission expires: \_\_\_\_\_





# PARTIAL UNCONDITIONAL WAIVER

I / we have a contract with Clark Construction Company to provide work per contract and change orders for the improvement to the property described as:

Clark Job #, Contract #, Project Description

and hereby waive my/our construction lien to the amount of \$0.00 (\$0.00 cumulative total paid to date) for labor and / or materials provided through \_\_\_\_\_. This Partial Unconditional Waiver is a waiver and release of any and all claims arising out of work performed on the project through the date of \_\_\_\_\_.

\_\_\_\_\_  
(Company Name)

Subscribed and sworn to before me

By: \_\_\_\_\_  
(Authorized Signature)

this \_\_\_\_ day of \_\_\_\_\_ 2019.

Title: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Notary Public: \_\_\_\_\_

My commission expires: \_\_\_\_\_

Telephone: \_\_\_\_\_

### **WARNING DO NOT SIGN BLANK OR INCOMPLETE FORMS, RETAIN A COPY**

NOTE: The following is supplied for informational purposes only and is not in limitation or modification of the above waiver.

Amount of Contract:	\$0.00
Previously Paid:	\$0.00
This Payment :	\$0.00
Balance of Contract:	\$0.00

**Please sign and return this waiver to:**  
Clark Construction Company  
3535 Moores River Drive  
Lansing, MI 48911



## FULL UNCONDITIONAL WAIVER

I / we have a contract with \_\_\_\_\_ Clark Construction Company \_\_\_\_\_ provide work per contract and change orders for the improvement to the property described as: \_\_\_\_\_

*Clark job #, Contract #, Project description*

and having been fully paid and satisfied, all my/our construction lien rights against such property are hereby waived, released, and we release Clark Construction Company and the Owner in full, from any and all claims arising out of the Project.

\_\_\_\_\_  
*(Company Name)*

Subscribed and sworn to before me

By: \_\_\_\_\_  
*(Authorized signer)*

this \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
*(Print or Type Name and Title of Signer)*

Address: \_\_\_\_\_

\_\_\_\_\_  
*(Notary Public)*

\_\_\_\_\_

My commission expires: \_\_\_\_\_.

Telephone: \_\_\_\_\_

**WARNING DO NOT SIGN BLANK OR INCOMPLETE FORMS, RETAIN A COPY**

*Please sign and return this waiver to:*

Clark Construction Company  
3535 Moores River Drive  
Lansing, MI 48911

Phone: (517) 372-0940  
Fax: (517) 372-0668

**MATERIALS STORED PAYMENT FORM**

Progress Payment Number \_\_\_\_\_ Bid Package No./Category \_\_\_\_\_ Description \_\_\_\_\_

1. The following items, if approved by the Owner, have been included in the above noted request for payment even though not yet incorporated into the work (attach additional sheets, if required):

<u>ITEM</u>	<u>STORED AT</u>	<u>VALUE PER ATTACHED INVOICE</u>
		\$
		\$
		\$
		\$
		\$

2. TOTAL VALUE OF THE ABOVE ITEMS PER ATTACHED INVOICE(S):  
\$ \_\_\_\_\_

3. In addition to any insurance(s) the Owner may carry, the undersigned states that the above items are covered by Trade Contractor’s property insurance against all risk and that said insurance will remain in effect until final acceptance of the completed project by the Owner. Trade Contractor must provide proof of insurance stating description, location and value of items stored.
4. The undersigned hereby represents and guarantees that full payment has been made for the above items, and provides proof of payment, and by signature below, contingent upon receipt of payment on account of the above items, the Trade Contractor hereby transfers title to the above items to the Owner of the project.
5. Stored Materials are to be roped off or separated from all others. Boxes or pieces must be clearly marked.
6. Owner and/or Construction Manager reserves the right to inspect stored material at any time.
7. Receipt of payment on account for the above items shall in no manner or in any degree relieve the Trade Contractor of any obligation under its contract, particularly, but not limited to, its obligations with regard to the warranties and guarantees.

Trade Contractor: \_\_\_\_\_  
 Signed: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

Signature is by a member of firm or Corporation entitled to sign Contract documents for the Trade Contractor.



# LABOR RATE CALCULATIONS

TRADE: \_\_\_\_\_

	STRAIGHT TIME		TIME & ONE HALF		DOUBLE TIME	
	JOURNEYMAN	FOREMAN	JOURNEYMAN	FOREMAN	JOURNEYMAN	FOREMAN
<b>WAGES</b>						
Base Rate						
Vacation/Holiday						
Dues						
<b>Taxable Wages</b>						
<b>Fringes</b>						
Health & Welfare						
Pension						
Annuity						
S.U.B.						
<i>Other:</i>						
_____						
_____						
_____						
<b>Total Fringes</b>						
<b>Payroll Tax &amp; Ins.</b>						
F.I.C.A.						
Medicare						
S.U.I.T.						
F.U.I.T.						
S.B.T.						
Worker's Compensation						
PL & PD Insurance						
<b>Total Payroll Tax &amp; Ins.</b>						
<b>Total Premium Cost</b>						
<b>Total Hourly Cost</b>						
Overhead & Profit (15%)						
<b>Total Hourly Rate</b>						

# FORM OF GUARANTEE

CLARK PROJECT NUMBER \_\_\_\_\_

PROJECT NAME \_\_\_\_\_

LOCATION \_\_\_\_\_

NAME OF CONTRACTOR \_\_\_\_\_

CONTRACT FOR \_\_\_\_\_

We hereby agree that:

- a) We have completed our contract in full conformity with the intent of the contract documents and have made no substitutions in materials except as authorized in writing by the Architect.
- b) We will return to the project and commence work within three (3) working days of receipt of written notification from the Owner of the Architect and will provide at our expense all necessary labor, equipment and material to make proper repairs or corrections made necessary by defective materials or inferior workmanship furnished or performed under contract, all to the satisfaction of the Owner and the Architect, and without cost to the Owner.
- c) This guarantee of our work and the work of all our subcontractors shall commence on \_\_\_\_\_ and remain in full force and effect \_\_\_\_\_ (date of substantial completion) until \_\_\_\_\_ (one year).
- d) We hereby certify that all payrolls, material bills, and other indebtedness connected with the work on the subject project have been paid in full.

SIGNED \_\_\_\_\_  
(AUTHORIZED OFFICER)

PRINTED \_\_\_\_\_

WITNESS \_\_\_\_\_

PRINTED \_\_\_\_\_

DATE \_\_\_\_\_

ADDRESS \_\_\_\_\_

\_\_\_\_\_



**AIA**<sup>®</sup>

# Document G704/CMa<sup>™</sup> – 1992

## Certificate of Substantial Completion *Construction Manager-Adviser Edition*

**PROJECT:**

*(Name and address):*

**PROJECT NUMBER:** /

**CONTRACT FOR:** General Construction

**CONTRACT DATE:**

**TO OWNER:**

*(Name and address)*

**TO CONTRACTOR:**

*(Name and address):*

OWNER:

CONSTRUCTION MANAGER:

ARCHITECT:

CONTRACTOR:

FIELD:

OTHER:

**DATE OF ISSUANCE:**

**PROJECT OR DESIGNATED PORTION SHALL INCLUDE:**

The Work performed under this Contract has been reviewed and found, to the Construction Manager's and Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion thereof designated above is hereby established as \_\_\_\_\_ which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

**Warranty**

**Date of Commencement**

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

\_\_\_\_\_  
**CONSTRUCTION MANAGER** BY \_\_\_\_\_ DATE \_\_\_\_\_

\_\_\_\_\_  
**ARCHITECT** BY \_\_\_\_\_ DATE \_\_\_\_\_

The Contractor will complete or correct the Work on the list of items attached hereto within 0 days from the above date of Substantial Completion.

\_\_\_\_\_  
**CONTRACTOR** BY \_\_\_\_\_ DATE \_\_\_\_\_

The Owner accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof at \_\_\_\_\_ (time) on \_\_\_\_\_ (date).

\_\_\_\_\_  
**OWNER** BY \_\_\_\_\_ DATE \_\_\_\_\_

The responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:

*(Note--Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage.)*

# Job Safety Analysis (JSA) Sign-in Sheet

Date \_\_\_\_\_

## General Information

JSA Number \_\_\_\_\_

Job Number \_\_\_\_\_

Contractor \_\_\_\_\_

Weather \_\_\_\_\_

## Hazardous Materials

Has material storage area been identified?  Yes  No

Have SDS been reviewed and are they readily available?  Yes  No

Type of Material and Quantity

Material \_\_\_\_\_

Quantity \_\_\_\_\_

Material \_\_\_\_\_

Quantity \_\_\_\_\_

Material \_\_\_\_\_

Quantity \_\_\_\_\_

Are evacuation routes clear, and do employees know the location of the muster areas?  Yes  No

## Inspection

**Cords** - ground present; cord proper for tool and environment; insulation intact?  Yes  No  N/A

**Ladders** - max load capacity stickers; steps, feet, and framing in good condition?  Yes  No  N/A

**Tools** - cords in good condition; proper for the job?  Yes  No  N/A

**Rigging** - no cuts or frays; safety latches, proper for the job?  Yes  No  N/A

**Fall Protection** - required > 6', engineered system, PPE inspected and functional?  Yes  No  N/A

Number of Employees working on the task \_\_\_\_\_

## Sign-In Sheet

Print

Signature

\_\_\_\_\_

\_\_\_\_\_

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List all previously unknown hazards on the back side of this form.





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SECTION 007316  
INSURANCE REQUIREMENTS

**1. GENERAL**

- 1.1. Trade Contractor shall provide general liability insurance, including comprehensive, products and completed operations, hazards, contractual and independent Contractors, as well as automobile liability, workman's compensation and employee liability coverage on all their employees and their Subcontractors' employees engaged in executing this Contract and to provide all other insurance coverage required by the Contract Documents to the Prime Contract.
- 1.2. The Trade Contractor agrees that the insurance coverage required by contract shall be continued throughout the duration of the warranty period specified by the contract. For Contracts that require Pollution Insurance coverage, such coverage shall be continued for three years beyond the substantial completion date of the project, or as specified by the Prime Contract, whichever duration is greater. Upon request by Clark Construction/ Axiom Construction Services and/or Owner, Trade Contractor shall provide evidence/proof of insurance that the insurance coverage is being continued throughout the period specified by contract.
- 1.3. Trade Contractor shall carry, and require its Subcontractors to carry, identical insurance to that which the Construction Manager is required to carry under the Prime Contract. Trade Contractor's insurance shall include contractual liability coverage applicable to its obligations pursuant to this Contract.
- 1.4. Trade Contractor shall cause its insurance carriers to add the Construction Manager as an additional named insured on all such policies excluding Workers Compensation and automobile insurance prior to commencement of Work. Trade Contractor's insurance carriers shall be directed to notify the Construction Manager (thirty) 30 days in advance of cancellation of any insurance coverage required herein. The additional insured endorsement included on the Trade Contractor's operations performed by or on behalf of the Trade Contractor. If the additional insureds have other insurance which is applicable to the project, such other insurance shall be on an excess or contingent basis. The amount of the insurer's liability under this insurance policy shall not be reduced by the existence of such other insurance.
- 1.5. As a condition of being awarded a Contract, the Trade Contractor must provide Clark Construction Company/ Axiom Construction Services with satisfactory evidence of insurance coverage as follows. (Refer to sample Certificate of Insurance included in Certificates and Other Forms Section).
  - A. Certificate of Insurance must be provided on the ACORD Certificate Form #25 or 25-S.
  - B. AM Best rating for each insurance carrier shall be at **A, V** or better.
  - C. The issuing company shall provide a thirty (30) day written notice of cancellation to the certificate holder.
  - D. The Owner, Clark Construction Company and Axiom Construction Services and the Architect/Engineer shall be listed on the Certificate as "**Additional Insured's**" on the General Liability policy. The additional insured status shall include On-going Operations using **ISO General Liability Form #CG 20 10 01** and Products &

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SECTION 007316  
INSURANCE REQUIREMENTS

Completed Operations using **ISO General Liability Form #CG 2037 10 01** or the insurance companies equivalent coverage endorsement.

- E. Clark Construction Company/ Axiom Construction Services is the Certificate Holder.
- 1.6. The Trade Contractor shall purchase from and maintain a company or companies' lawfully licensed and authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Trade Contractor from claims set forth which may arise out of or result from the Trade Contractor's operations under the Contract and for which the Trade Contractor may be legally liable whether such operations be performed by the Trade Contractor or by a Subcontractor or by anyone for whose acts any of them may be liable:
- A. Claims under workers' compensation disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;
  - B. Claims for damages because of bodily injury, occupational sickness, disease or death of the Trade Contractor's employees;
  - C. Claims for damages because of bodily injury, sickness or disease or death of a person other than the Trade Contractor's employees;
  - D. Claims for damages insured by usual personal injury liability coverage which are sustained (1), by a person as a result of an offense directly or indirectly related to employment of such person by the Trade Contractor, or (2) by another person;
  - E. Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
  - F. Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of motor vehicle;
  - G. Claims involving contractual liability insurance applicable to the Trade Contractor's obligations under the Contract;
  - H. The Trade Contractor's liability insurance shall be written on a Commercial General Liability basis with coverage at least as broad as an **ISO General Liability Endorsement CG 0001 12 04** or later revised version and such coverage shall specifically include but shall not be limited to:
    - 1. Premises/Operations;
    - 2. Independent Trade Contractor's Protective;
    - 3. Products and Completed Operations;
    - 4. Personal Injury Liability with Employment Exclusion deleted;
    - 5. Contractual, including coverage for Trade Contractor's obligations under its Contract;
    - 6. Owned, non-owned and hired motor vehicles; and

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SECTION 007316  
INSURANCE REQUIREMENTS

7. Broad Form Property Damage including Completed Operation.
- 1.7. The Trade Contractor shall, for the protection and benefit of the Owner, Clark Construction Company and Axiom Construction Services and the Architect/Engineer (hereinafter these parties are collectively referred to as “Trade Contractor Indemnities”) and the Trade Contractor and as part of the Trade Contractor’s efforts to satisfy the insurance obligation of Section 1. Procure, pay for and maintain in full force and effect at all times during the performance of the Trade Contractor’s Work until final acceptance of the Trade Contractor’s Work or for such duration as required policies of insurance issued by a responsible carrier or carriers acceptable to the Owner and Clark Construction Company/ Axiom Construction Services which afford the coverages in the limits set forth below:
2. **LIMITS OF LIABILITY** **Note: These limits are a minimum. Refer to Prime Contract and provide greater limits if required.**
- 2.1. **Commercial General Liability** including Premises – Operations; Independent Trade Contractor’s Protective; Products and Completed Operations; Broad Form Property Damage; Personal and Advertising Injury.
- A. General Aggregate shall not be less than \$2,000,000/per occurrence and it shall apply in total to this project only using the **ISO General Liability Endorsement CG 2503 03 97** or Trade Contractor’s Insurance Carrier’s equivalent coverage endorsement.
- B. Products – Completed/Operations Aggregate shall not be less than \$2,000,000 aggregate limit.
- C. Personal and Advertising Injury shall not be less than \$1,000,000 aggregate.
- D. Each Occurrence shall not be less than \$1,000,000.
- E. Fire Damage shall not be less than \$100,000 on any one (1) fire.
- F. Medical Expense shall not be less than \$10,000 on any one (1) person.
- G. Property Damage Liability shall provide X, C and U coverages.
- H. Broad Form Property Damage coverage shall include completed operations.
- I. All such insurance shall be written on an occurrence basis.
- 2.2. **Automobile Liability**
- A. Automobile liability coverage shall be at least as broad as a CA 00 01 (3-10) or insurance companies equivalent endorsement.
- B. Coverage shall include: Any Auto, Hired Autos and Non-Owned Autos.
- C. Combined Single Limit shall not be less than \$1,000,000.
- D. All such insurance shall be written on an occurrence basis.
- 2.3. **Excess Liability**

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SECTION 007316  
INSURANCE REQUIREMENTS

- A. The Umbrella Form is to be provided.
  - B. Each Occurrence shall not be less than \$5,000,000 over primary insurance.
  - C. Self-Insured Retention (SIR) shall not be more than \$10,000 for each occurrence.
  - D. All such insurance shall be written on an occurrence basis.
- 2.4. **Workers Compensation and Employers Liability** (including the Proprietor/Partners/Executive Officers)
- A. Workers Compensation coverage shall be at least as broad as an **ISO**
  - B. **Workers Compensation Endorsement WC 00 03 13** or insurance companies equivalent endorsement.
  - C. Each Accident shall not be less than \$500,000.
  - D. Disease – Policy Limit shall not be less than \$500,000.
  - E. Disease – Each Employee shall not be less than \$500,000.
  - F. All such insurance shall be written on an occurrence basis.
- 2.5. **Pollution Liability**
- A. Trade Contractors responsible for remediation, including containerization, transportation, or disposal of any hazardous or toxic wastes, materials, or substances requiring permits or licenses by state or Federal Law or regulation shall maintain Pollution Legal Liability Insurance with limit no less than \$5,000,000.
  - B. Coverage shall apply to sudden and gradual pollution legal liability including defense costs and completed operations.
  - C. All such insurance shall be written on an occurrence basis.
- 2.6. The Trade Contractor hereby agrees to deliver to Clark Construction Company and Axiom Construction Services within seven (7) days of the date of the Contract and prior to any equivalent or personnel being brought onto the Project site, certified copies of all insurance policies procured by the Trade Contractor or with consent of the Owner and Clark Construction Company Certificates evidencing the required coverages with limits not less than those specified in Section 1.5 hereto. Trade Contractor's indemnities shall be included as additional insured on Trade Contractor's Commercial General Liability Policy and shall be primary coverage to any valid and collectible insurance carried separately by any of the Trade Contractor's Indemnities. Further, all policies and Certificates of Insurance shall expressly provide that not less than thirty (30) days prior written notice shall be given the Owner, Clark Construction Company and Axiom Construction Services, and the Trade Contractor's Indemnities in the event of material alteration, cancellation, non-renewal or expiration of the coverage contained in such policy or evidenced by such certified copy or Certificate of Insurance.

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SECTION 007316  
INSURANCE REQUIREMENTS

- 2.7. In no event shall any failure of Clark Construction Company and Axiom Construction Services to receive certified copies or certificates of policies required under Section 1.0 or to demand receipt of such certified copies or certificates prior to the Trade Contractor commencing the Work be construed as a waiver by the Owner, and Clark Construction Company and Axiom Construction Services, of the Trade Contractor's obligations to obtain insurance pursuant to this Section 1.0. The obligation to procure and maintain any insurance required by this Section 1.0 is a separate responsibility of the Trade Contractor and independent of the duty to furnish a certified copy or certificate of such insurance policies.
- 2.8. If the Trade Contractor fails to purchase and maintain or require to be purchased and maintained, any insurance required under this Section, the Owner, or Clark Construction Company/ Axiom Construction Services, may, but shall not be obligated to, upon five (5) days written notice to the Trade Contractor, purchase such insurance on behalf of the Trade Contractor and shall be entitled to be reimbursed by the Trade Contractor upon demand, or deduct the cost of insurance from the Contract amount.
- 2.9. When any required insurance, due to the attainment of a normal expiration date or renewal date shall expire, the Trade Contractor shall supply the Owner and Clark Construction Company/ Axiom Construction Services Certificates of Insurance and amendatory riders or endorsements that clearly evidence the continuation of all coverage as is required by this Section. In the event any renewal or replacement policy, for whatever reason obtained or required is written by a carrier other than that with whom the coverage was previously placed or the subsequent policy differs in any way from the previous policy, the Trade Contractor shall also furnish the Owner and Clark Construction Company/ Axiom Construction Services with a certified copy of the renewal or replacement policy unless, Clark Construction Company/ Axiom Construction Services provides the Trade Contractor with prior written consent to submit only a Certificate of Insurance for any such policies. All renewal and replacement policies shall be in form and substance satisfactory to the Owner and Clark Construction Company/ Axiom Construction Services.
- 2.10. Any aggregate limit under the Trade Contractor's liability insurance shall, by endorsement, apply to this Project separately.
- 2.11. The Trade Contractor shall cause each of its Subcontractors to (1) procure insurance reasonably satisfactory to the Owner and Clark Construction Company/ Axiom Construction Services, and (2) name the Trade Contractor, the Owner, Clark Construction Company/ Axiom Construction Services, and Architect as additional insured under the Subcontractor's comprehensive general liability policy. The additional insured endorsement included on the Subcontractor's comprehensive general liability policy shall state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the Subcontractor. If additional insured have other insurance which is applicable to the Project, such other insurance shall be for the purpose hereof, on an excess or contingent basis. The amount of the insurer's liability under this insurance policy shall not be reduced by the existence of such other insurance.
- 2.12. The Trade Contractor shall provide for the Owner, Clark Construction Company/ Axiom Construction Services, and Architect as additional named insured parties under the comprehensive general liability insurance and completed operations required herein, and the insurance shall be primary and non-contributory.

**3. INDEMNIFICATION**

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SECTION 007316  
INSURANCE REQUIREMENTS

- 3.1. The Trade Contractor shall secure, defend, protect, hold harmless and indemnify the Owner, Clark Construction Company/ Axiom Construction Services, including any party that Clark Construction Company/ Axiom Construction Services is required to indemnify, the Architect and any of their respective agents, servants and employees against any liability, loss, claims, demands, suits, costs, fines, attorney fees, and any expenses whatsoever arising from bodily injury, sickness, disease (including death resulting therefrom), of any persons, or the damage or destruction of any property or Work required by this Contract including loss of use, arising out of, or in connection with, the performance of any Work relating to this Contract including additional Work assigned to the Trade Contractor, based upon any act or omission, negligent or otherwise, (including active or passive negligence) of (a) the Trade Contractor or any of its agents, employees or servants, (b) any Sub/Subcontractor, supplier, or materialman of the Trade Contractor, or any agents, employees or servants thereof, (c) any other person or persons. The obligations of indemnification contained herein shall exclude only those matters in which the claim is caused by the sole negligence of the Owner, the Architect, Clark Construction Company/ Axiom Construction Services, or any of their respective agents, servants and employees. The obligations herein shall apply regardless of whether such suits, damages, judgments, liabilities, interest, attorney fees, costs, etc., are caused in part by a party indemnified hereunder or by anyone acting under their direction, control, or on their behalf. Also the obligations herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Trade Contractor under workmen's compensation act, disability benefits act or other employee benefits act. This obligation for Indemnification shall survive the completion of the Contract.
- 3.2. In the event an Indemnified Party (Clark Construction Company/ Axiom Construction Services, the Owner, the Architect) takes any action, to enforce the Indemnification Provision (3.1) the Indemnified Party shall be entitled to payment of actual attorney fees and costs incurred including all actual attorney fees and costs incurred by the Indemnified Party to enforce the Indemnification Provision from the Trade Contractor.

**4. WAIVER OF SUBROGATION**

- 4.1. A waiver of subrogation shall be provided by the Trade Contractor's insurance carrier for general liability and workers compensation related claims.

END OF SECTION

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SECTION 012100  
ALLOWANCES

**1. GENERAL**

1.1 No bid allowance included.

END OF SECTION



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SECTION 012300  
ALTERNATES

**1. GENERAL**

- 1.1. Drawings and General Provisions of the Contract, including General and Supplementary Conditions, Division 00 - Procurement and Contracting Requirements and Division 01- General Requirements Specifications and Addenda, apply to the Work of this Section.
- 1.2. Alternate Work shall include miscellaneous devices, accessories and other items incidental to or required for a complete installation whether or not indicated as part of the alternate.
- 1.3. Base Bid amounts shall be in accordance with the Bid Documents and shall not include additional or deducted costs for alternates.
- 1.4. Cost for Labor and Material Performance and Payment Bonds, if such bonds are required by the Contract Documents, shall be included in the cost of the alternate.

**2. VOLUNTARY ALTERNATES**

- 2.1. Bidders may propose alternative materials to those specified in the form of a Voluntary Alternate.
- 2.2. Proposals for voluntary alternates shall accompany the base Bid with additional cost to or cost to be deducted from the base Bid amount. Voluntary Alternate costs shall not be included in the base Bid amount.

**3. SPECIFIED ALTERNATES**

- 3.1. **Alternate No. 1** – Natural Features Scope, Site Component:
  - A. Base Bid Item: N/A
  - B. Alternate Item: Drawing numbers L1-BP2, L2-BP2, and L3-BP2
    1. Play Mounds - including:
      - a. Earthwork
      - b. Fine grading and seeding
      - c. All other related work indicated on other Drawings within the documents.
    2. ADA accessible 6'-0" wide, 3" asphalt sidewalk with nodes - including:
      - a. Soil erosion and sedimentation control measures
      - b. Vegetation protection measures
      - c. Demolition
      - d. Grading
      - e. Fine grading and seeding
      - f. All other related work indicated on other Drawings within the documents.
- 3.2. **Alternate No. 2** – North Playground at House No. 5:
  - A. Base Bid Item: Groundcover per Drawing number C4.3
  - B. Alternate Item: Drawing number C4.2
    1. Provide and install all new play equipment and install owner supplied play equipment indicated, including all site amenities indicated in the Documents at the North Playground associated with House No. 5 – including:
      - a. Install owner supplied Cruise Line
      - b. Provide and install Rox All See Saw.
      - c. Provide and install double arch swing.

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SECTION 012300  
ALTERNATES

- d. Provide and install sway bench.
  - e. Provide and install Rubberbond poured in place safety surfacing system.
  - f. Install 10 feet high Elite EFF-20 Industrial Grade Fence with two gates.
  - g. Install Gametime 8 feet Portable Bench.
  - h. Install Concrete.
  - i. Install Portable Basketball Hoop provided by owner (existing on-site).
  - j. Paint 3-Point Lines and Free Throw Line.
- 3.3. Bidders shall carefully review the proposed alternate to be fully informed as to the material, incidental material and Work to be performed. Bidder shall not later than five (5) days prior to the Due Date for receipt of Bids, make written request for interpretation or correction of any ambiguity, inconsistency or error discovered.
- 3.4. Each Bidder shall submit with its Bid in the space provided on the Bid Form alternate Bids stating the additions to or deductions from the base Bid lump sum amount for substituting, omitting, adding, changing, or altering materials, equipment or construction from that indicated on the Drawings and/or Specifications.
- 3.5. The Owner reserve the right to waive any irregularities, to accept or reject in whole or in part, any or all alternates, which in its opinion serve the Owner's best interest.

END OF SECTION

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SECTION 012600  
CONTRACT MODIFICATION PROCEDURES

**1. GENERAL**

- 1.1. Trade Contractors shall not proceed with any Change in the Work without written direction to proceed by the Construction Manager. Increases to the Contract will not be allowed for any extra Work performed by the Trade Contractor without this written authorization to perform the Work.
- 1.2. The Architect may issue documentation for Changes in the Scope of Work in the form of Bulletins or other form as provided in the Contract Documents. The Construction Manager may issue documentation for minor Changes in the Work.

**2. PROCESS**

- 2.1. Change documentation issued by the Architect to the Construction Manager for review will in turn be transmitted to the affected Trade Contractors for quotation of cost.
- 2.2. The Trade Contractor shall provide written quotations for Changes in the Work within seven (7) days unless otherwise noted in the request for quotation.
- 2.3. Written quotations shall be broken down in detail as required by Clark Construction Company. Quotation breakdown for Changes in the Work as a minimum shall include actual labor cost (hours x Clark/Axiom Construction Company approved direct labor cost), itemized material cost, itemized equipment cost, overhead and profit.
- 2.4. The Trade Contractor shall submit a response to the Construction Manager regarding the proposed Change within the specified time period regardless of whether the Change involves a Change in the Contract price or not.
- 2.5. Should the Trade Contractor fail to respond within the specified time period, and after a second request by the Construction Manager and still no response received from the Trade Contractor within an additional seven (7) days, the Construction Manager will assume that the Trade Contractor has reviewed the proposed Change document and that no additional costs are associated with the Work. The Trade Contractor shall be held to complete any Work associated with the Change at no increase to the Contract.
- 2.6. In the event of credits to the Contract for deleted Work which is not quoted by the Trade Contractor as noted above, the Construction Manager shall calculate a credit cost based on local industry standards for the Work and submit a quotation on behalf of the Trade Contractor and subsequently issue a deduct Change Order.
- 2.7. Upon acceptance of the proposed cost quotations by the Construction Manager, the Construction Manager will prepare and issue a Change Order for approval by the Architect and Owner.

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SECTION 012600  
CONTRACT MODIFICATION PROCEDURES

- 2.8. Following approval of the Trade Contractor quotation by the Architect and Owner, the Construction Manager will issue a Change Order to the Trade Contractor for the Change in Work. Only after receipt of the written Change Order from the Construction Manager and execution by the Trade Contractor may the Trade Contractor include related Work on its Application for Payment.
- 2.9. The Construction Manager may direct the Trade Contractor in writing to proceed with the Work at any point in time prior to formal approval of the Change Order. The Trade Contractor shall promptly proceed with the Work.
- 2.10. The Construction Manager reserves the option to instruct a Trade Contractor to proceed with Work on a time and material cost basis.

**3. COMPENSATION FOR CHANGES IN THE WORK**

- 3.1. The price to be paid for Change in the Work shall be the actual and reasonable cost of:
- A. Necessary materials (including transportation to the site); plus
  - B. Necessary direct labor cost (direct labor shall be limited to amounts paid to employees for hourly wages, fringe benefits, and payroll taxes). (Refer to “Labor Rate Calculation” form included in Certificates and Forms section); plus
  - C. All insurance required by reason of the performance of the extra Work; plus
  - D. Payments required to be made to labor organizations under existing labor agreements, plus;
  - E. Sales and personal property taxes, if any, required to be paid on materials incorporated in such extra Work, plus;
  - F. Maintenance, operation, and rental of, or reasonable rental value of, contractor-owned, necessary plant and equipment other than small tools (including gas, oil, electric current, etc.); plus
  - G. Necessary installation and dismantling of such plant and equipment (including transportation to and from the site), if any items; plus
  - H. For Work performed by Trade Contractor’s own forces fifteen percent (15%) of the total of Items A through G as compensation for all other items of cost or expense including administration, overhead, general superintendence, small tools and profit; plus
  - I. For Work performed by Trade Contractor’s subcontractors – Trade Contractor shall add five percent (5%) of the total subcontractor cost (unless otherwise required by Clark Construction Company’s Contract with the Owner) as

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SECTION 012600  
CONTRACT MODIFICATION PROCEDURES

compensation for all other items of cost or expense including administration, overhead, general superintendence, small tools and profit for Trade Contractors.

- J. For Work performed by Trade Contractor's subcontractors – subcontractors for their work shall add fifteen percent (15%) (unless otherwise required by Clark Construction Company's Contract with the Owner) of the total of Items A through G as compensation for all other items of cost or expense including administration, overhead, general superintendence, small tools and profit for Trade Contractors.
- 3.2. Reference Certificates and Other forms 006200 for Sample Trade Contractor Change Order.

END OF SECTION

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SECTION 012900  
PAYMENT PROCEDURES

**1. GENERAL**

1.1. Payment procedures shall be strictly adhered to as a condition of payment.

**2. PROJECT START-UP DOCUMENTATION**

2.1. Prior to beginning Work at the Project site, the following documentation shall be submitted to and approved by Clark Construction Company/Axiom Construction Services:

- A. Current Certificate of Insurance with appropriate limits and Owner, Architect and Clark Construction Company/ Axiom Construction Services named as additional insured. Contract Number and project description shall be noted on the Certificate of Insurance. (Refer to “Insurance Requirements” section).
- B. Contract must be returned executed and acceptable to the Owner.
- C. Clark Construction Company “Safety Requirements” letter must be completed and fully executed.

**3. APPLICATION FOR PAYMENT**

3.1. All Applications for Payment shall be submitted in the AIA G702 and G703 format. Sample documents are enclosed. (Refer to “Certificates and Other Forms” section).

3.2. A Sworn Statement and Waivers of Lien as applicable shall be submitted with Applications for Payment. Applications which are not accompanied by an appropriate Sworn Statement will be rejected.

3.3. Payment applications which include application for payment for stored materials shall be accompanied by a Materials Stored Payment Form (Refer to “Certificates and Other Forms” section).

3.4. Applications are due at the office of Clark Construction Company 3535 Moores River Drive, Lansing, MI 48911 on or before the 25<sup>th</sup> of each month. Late billings will not be processed for payment. Late billings shall be resubmitted for payment the following month by the Trade Contractor.

3.5. The following shall be clearly stated on all Applications for Payment:

- A. Trade Contractor name
- B. Address
- C. Telephone number
- D. Contract Number

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SECTION 012900  
PAYMENT PROCEDURES

- 3.6. All paperwork associated with each Application for Payment shall be fastened together as one package to avoid loss of items.

END OF SECTION

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SECTION 012973  
SCHEDULE OF VALUES

**1. GENERAL**

- 1.1. Trade Contractor shall submit to the Construction Manager for approval, as required by the Contract Documents, a Schedule of Values prior to award of Contract.
- 1.2. Trade Contractor shall submit to the Construction Manager for approval, a Schedule of Values prior to award of Contract.
- 1.3. Upon request by the Construction Manager, the Trade Contractor shall submit supporting data to substantiate the accuracy of the values provided.
- 1.4. The Schedule of Values as approved by the Construction Manager shall be used as the basis of all applications for payment.

**2. FORM OF SUBMITTAL**

- 2.1. The Schedule of Values shall be broken down sufficiently in accordance with the Contract Documents, and as approved by the Construction Manager for ease of assessment of work completed throughout performance of the Work.
- 2.2. Each line item value shall be broken down into labor and material components including overhead and profit. The aggregate value for all items shall be equal to the Contract sum.
- 2.3. Trade Contractor shall provide further breakdown as Work progresses if required by the Owner or Construction Manager.
- 2.4. The following items shall be included in the Schedule of Values as a minimum:
  - A. Performance and Labor and Material Payment Bonds (if applicable)
  - B. Mobilization
  - C. Field Supervision, Layout, Barricades and Safety Precautions, Temporary Office and Equipment
  - D. Shop Drawings, Submittals and Samples
  - E. Project Clean-up
  - F. Closeout (The following cost shall be included in addition to the contract required retention amount)
    1. As-Built Documents 1.0% of Contract Amount
    2. Training and O&M Manuals 1.0% of Contract Amount
    3. Attic Stock Material 0.5% of Contract Amount
    4. Punchlist Completion 2.0% of Contract Amount



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SECTION 012973  
SCHEDULE OF VALUES

- |    |                   |                          |
|----|-------------------|--------------------------|
| 5. | Warranty          | 0.25% of Contract Amount |
| 6. | Consent of Surety | 0.25% of Contract Amount |

END OF SECTION

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SECTION 013119  
PROJECT MEETINGS

1. **GENERAL**

- 1.1. Trade Contractor, Project Manager and Superintendent and/or Foreman shall attend and participate in meetings indicated in this section and other meetings as required by the Construction Manager.
- 1.2. Trade Contractor representative attending meetings shall be fully informed and have authority to make decisions for the Trade Contractor.

2. **PRE-AWARD CONFERENCE**

- 2.1. Pre-Award Conference Meetings will be held prior to award of Contract to review conditions, requirements of the Contract and Scope of Work.

3. **PULL PLANNING MEETINGS**

- 3.1. Trade Contractor representatives shall attend One (1) Pull Planning Meeting (Project Master Scheduling) conducted by the Construction Manager. Trade Contractor representatives required to attend shall include at a minimum the Project Manager and the on-site Foreman. Representatives attending the meeting shall have detailed knowledge of the scope of work as well as trade hour requirements to accomplish the work.
- 3.2. Project Master Scheduling Meeting durations are typically 1 half day (4 hours).

4. **PRE-INSTALLATION MEETINGS**

- 4.1. Trade Contractor representative attending meetings shall be fully informed and have authority to make decisions for the Trade Contractor. In attendance should be the trade contractors' project manager and superintendent.
- 4.2. Pre-Installation Meeting Agenda
  - A. Drawing & Specification Review
  - B. Installation
  - C. Construction Schedule – Three Week Look Ahead Schedule
  - D. Testing & Inspections
  - E. Safety / Clean Up
  - F. Environmental Impacts
  - G. Warranty Requirements
  - H. Misc. / Other Items

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SECTION 013119  
PROJECT MEETINGS

5. **PROGRESS MEETINGS**

5.1. Attend Project Progress and Coordination Meetings held weekly by the Construction Manager and attended by others.

5.2. Progress Meeting Agenda

A. **SAFETY**

1. Clark/Axiom Construction Company's Safety Policy
2. Tool Box Talks
3. Observed Violations/Safety Inspections
4. Housekeeping and clean-up
5. Temporary barricades, protection and lighting
6. Accident Reports
7. Material Safety Data Sheets (MSDS)
8. Emergency contacts

B. **ADMINISTRATION**

1. Review current Document List
2. Submittal status
3. Applications for Payment
4. Insurance/Bonds
5. Manpower reporting
6. Permits and approvals
7. Governmental issues
8. Eventual closeout requirement

C. **CHANGES IN WORK**

1. Potential Change Order Log/Bulletins/Field Orders
2. RFI Status Report
3. Change Orders

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SECTION 013119  
PROJECT MEETINGS

4. Cost related issues

D. FIELD OBSERVATIONS

1. Problem resolutions
2. Conflict resolutions
3. Quality Control/workmanship – Notice to Comply Log
4. Material storage and site staging issues
5. Installation procedures
6. Field condition issues
7. Design issues

E. SCHEDULE

1. Milestone dates
2. Short term schedule/three week look ahead schedule
3. Material/equipment deliveries
4. Long lead items
5. Manpower
6. Submittals
7. Sequencing/coordination issues
8. Occupancy issues – work completion and punchlist
9. Pre Task Plan

F. ENVIRONMENTAL ISSUES

1. Review operational controls for significant aspects
2. Complaints/corrective actions required

END OF SECTION

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SECTION 013323  
SHOP DRAWINGS, PROJECT DATA AND SAMPLES

**1. DEFINITIONS**

- 1.1. Shop drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Trade Contractor or any Subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.
- 1.2. Product data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Trade Contractor to illustrate a material, product or system for some portion of the Work.
- 1.3. Samples are physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

**2. SUBMISSION REQUIREMENTS**

- 2.1. All submission requirements shall adhere to the specifications outlined in TMP's project manual section 01 3000 Administrative Requirements.

**3. MANUFACTURER'S INSTALLATION INSTRUCTIONS**

- 3.1. When specified in individual Specification sections, submit manufacturer's printed instructions for delivery, storage, assembly, installation, start-up, adjusting and finishing, in quantities specified for product data.
- 3.2. Indicate special procedures, perimeter conditions requiring special attention and special environmental criteria required for application or installation.

**4. MANUFACTURER'S CERTIFICATES**

- 4.1. When specified in individual Specification sections, submit manufacturer's certificate for review, in quantities specified for product data.
- 4.2. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits and certifications as appropriate.
- 4.3. Certificates may be recent or previous test results on material or product, but must be acceptable to the Architect.

**5. TRADE CONTRACTOR RESPONSIBILITIES**

- 5.1. The Trade Contractor shall review, check, approve and submit, with reasonable promptness and in such sequence as to cause no delay in the Work or in the Work of the Owner or any separate Trade Contractor, all shop drawings, product data and samples required by the Contract Documents.
- 5.2. Trade Contractor shall furnish shop drawings and coordinate with other Trade Contractors each condition in which coordination of the work is required for

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SECTION 013323  
SHOP DRAWINGS, PROJECT DATA AND SAMPLES

coordination dimensions, sequencing of the work, clash coordination and other information as required to acceptably complete the work.

- 5.3. Trade Contractor shall have sole responsibility for all dimensions associated with its work and shall not scale the Contract Drawings.
- 5.4. Shop drawings shall be thoroughly reviewed and approved by the Trade Contractor before submitting to the Construction Manager.
- 5.5. The Construction Manager will not review any shop drawings which are not reviewed and approved by the Trade Contractor prior to submittal.
- 5.6. By approving and submitting shop drawings, product data and samples the Trade Contractor represents that he has determined and verified all materials, field measurements and field construction criteria related thereto, or will do so, and that he has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.
- 5.7. Trade Contractors shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the Construction Manager's or Architect/Engineer's review of shop drawings, product data or samples unless the Trade Contractor has specifically informed the Construction Manager in writing of such deviation at the time of submission and the Architect/Engineer has given written approval to the specific deviation.
- 5.8. The Trade Contractor shall not be relieved from responsibility for error or omissions in the shop drawings, product data or samples by the Construction Manager's review thereof.
- 5.9. The Trade Contractor shall direct specific attention, in writing or on resubmitted shop drawings, product data or samples, to revisions other than those requested by the Construction Manager on previous submittals.
- 5.10. No portion of the Work requiring submission of a shop drawing, product data or sample shall be commenced until the submittal has been approved by the Architect/Engineer. All such portions of the Work shall be in accordance with approved submittals.
- 5.11. After final review by the Architect/Engineer, the Trade Contractor shall furnish prints from the transparencies of all approved shop drawings, as required by construction operations in the field, to the Construction Manager for distribution to the Trade Contractor affected.
- 5.12. The requirements that corrections be made on shop drawings, or delay in resubmittal of shop drawings, shall not be justification for delay of the progress of the Work.

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SECTION 013323  
SHOP DRAWINGS, PROJECT DATA AND SAMPLES

5.13. Extreme care is to be used in distribution of all drawings, shop drawings, equipment cuts and operating instructions to protect the Owner. These items shall be kept in strict confidence and all copies shall be accounted for.

**6. ARCHITECT'S ACTION**

6.1. Except for submittals for the record and similar purposes, where action and return on submittals is required or requested, the Architect will review each submittal, mark with appropriate "action" and return as soon as possible. Where the submittal must be held for coordination, the Construction Manager will so advise the Trade Contractor.

6.2. The architect will stamp each submittal to be returned with a uniform, self-explanatory action stamp, appropriately marked.

END OF SECTION

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SECTION 013529  
TRADE CONTRACTOR HEALTH AND SAFETY PLAN

**1. GENERAL**

- 1.1. Clark/ Axiom Construction Company holds health and safety to be its highest priority at all times, under every circumstance.
  - A. Health and safety shall govern every course and method of action.
  - B. Potential risk to health and safety shall be evaluated prior to commencement of all work activities. Work practices shall be employed which create conditions free of potential injury.
  - C. An environment of concern for the health and safety of each person shall be promoted on the project site.
- 1.2. Trade Contractor shall be responsible to take all necessary precautions for the safety of employees, others working on the project site and the general public.
- 1.3. Trade Contractor shall comply with all applicable federal, state and local health, safety and environmental laws, codes and requirements.
- 1.4. Trade Contractor shall assure that each of its employees, and employees of its subcontractors and material suppliers on the project site are familiar with and abiding by all aspects of the Trade Contractor Health and Safety Plan.
- 1.5. Provisions contained herein shall not relieve the Trade Contractor of its obligations and liabilities under federal, state and local laws including all additions and revisions thereto. Nor shall any provision herein transfer obligations and/or liabilities of the Trade Contractor to Clark/ Axiom Construction Company.

**2. TRADE CONTRACTOR RESPONSIBILITIES**

- 2.1. Trade Contractors and subcontractors and material suppliers to the Trade Contractor at any tier shall comply with all health, safety and environmental requirements. Clark/ Axiom Construction Company shall have authority over such subcontractors and material suppliers at any tier to same extent it has over the Trade Contractor.
- 2.2. Trade Contractor Health and Safety Program and Hazard Communication Program Documentation:
  - A. Trade Contractor shall have in place and implement a comprehensive written Health and Safety and Hazard Communication Program. Trade Contractor shall ensure that all of its subcontractors and material suppliers at any tier adhere to the Health and Safety Program, Hazard Communication Program and all health, safety and environmental requirements of the Contract.
  - B. Trade Contractor, its subcontractors and material suppliers at any tier shall provide its current electronic Health and Safety Program and Hazard



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SECTION 013529  
TRADE CONTRACTOR HEALTH AND SAFETY PLAN

Communication Program to Clark/ Axiom Construction Company for review and acceptance as a condition of award of a Contract. Clark Construction Company will receive and keep such program on file to completion of the project.

- C. Trade Contractor shall ensure that subcontractors and material suppliers to the Trade Contractor at any tier have in place and implement a comprehensive Health and Safety and Hazard Communication Program.
- D. Trade Contractor and its subcontractors and material suppliers at any tier shall have on site and available at all times for its employees and Clark/ Axiom Construction Company, a current copy of its Health and Safety and Hazard Communication Program.
- E. Health and Safety and Hazard Communication Programs shall be supplemented by the Trade Contractor and any of its subcontractors and material suppliers at any tier with a project specific Health and Safety and Hazard Communication Plan ensuring compliance to all requirements of the Contract Documents and project conditions as required.

**2.3. Designated Safety Representative**

- A. Trade Contractor shall designate a safety representative from the site staff in addition to any craft safety representative when less than 40 employees of the Trade Contractor and/or subcontractor employees are working on the project site. Anytime 40 or more employees of the Trade Contractor and/or subcontractor employees are working on the project site the Trade Contractor shall have a full time safety representative on site responsible 100% of his/her time to health and safety.
- B. Trade Contractor shall provide Clark/ Axiom Construction Company with a contact telephone number of a representative of the Trade Contractor that can take action and may be contacted 24 hours per day, seven days per week in the event of an emergency.
- C. Safety Representative shall:
  - 1. have adequate training and experience as required by applicable regulations and be knowledgeable in health and safety aspects of the Work to be performed;
  - 2. have authority to make decisions and take action relative to health and safety on behalf of the Trade Contractor, its subcontractors and material suppliers;
  - 3. participate in Clark Construction Company Preconstruction Health and Safety Meetings, other project health and safety meetings and hazard

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SECTION 013529  
TRADE CONTRACTOR HEALTH AND SAFETY PLAN

identification walk-through meetings as required by Clark/ Axiom Construction Company; and

4. assure immediate correction of any health and safety and environmental issues by the Trade Contractor at the Trade Contractor's expense and report corrective action taken to Clark/ Axiom Construction Company in writing.

**2.4. Regulations/Compliance**

- A. Trade Contractor shall comply with the current Federal Occupational Safety and Health Act (OSHA), current State Health and Safety requirements, other applicable federal, state and local requirements, health and safety requirements of the (sub) Contract and environmental regulations.
- B. Cost of correction of health and safety infractions shall be paid by the Trade Contractor.

**2.5. Disciplinary Action/Termination**

- A. In response to Trade Contractor's failure to comply with health and safety and environmental requirements or otherwise performing in an un-safe manner Clark Construction Company shall have authority to:
  1. order immediate Work stoppage and corrective action to be taken by the Trade Contractor;
  2. withhold any payments due to the Trade Contractor; and
  3. take action to correct any issue which is not corrected by the Trade Contractor in an acceptable time period.
- B. Trade Contractor shall be responsible to ensure compliance by all employees, subcontractors and material suppliers' employees at any tier. Trade Contractor supervision unable or unwilling to secure safe performance by these employees shall be deemed unqualified and the Trade Contractor shall, upon direction of the Construction Manager, replace the unqualified person with a qualified person.
- C. Trade Contractor, subcontractor and material supplier employees as a condition of working on the project site shall comply with all health, safety and environmental regulations and requirements.
- D. In response to Trade Contractor, subcontractor and material supplier employee(s) failure to comply with health, safety and environmental requirements or otherwise performing in an unsafe manner, Clark/ Axiom

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TRADE CONTRACTOR HEALTH AND SAFETY PLAN

Construction Company shall have authority to take action up to and including barring an individual from the project site.

1. Disciplinary actions may be implemented against employee(s) of the Trade Contractor, subcontractor and material supplier by Clark/ Axiom Construction in response to violations of health and safety and environmental requirements as follows:
  - a. first notice: verbal and/or written notification to the Trade Contractor;
  - b. second notice: written notification to the Trade Contractor;
  - c. third notice: termination of the employee from the project;
  - d. Clark/ Axiom Construction Company may at its discretion immediately bar the employee(s) in violation from the project site without a first or second notice if in the opinion of Clark Construction Company the violation warrants such action.

**2.6. Health and Safety Implementation Planning**

- A. Prior to the Trade Contractor beginning work on the project site the Trade Contractor shall develop and submit a detailed Project Specific Safety Plan as required by Clark Construction Company.
- B. The Project Specific Safety Plan shall be revised as project conditions and activities change.

**2.7. Employee Training**

- A. Trade Contractor shall provide health and safety training to each of its employees as required by governing health and safety authorities and shall provide training as required to perform specific duties in a safe manner.

**2.8. Daily Health, Safety and Environmental Job Safety Analysis (JSA)**

- A. Prior to commencement of work Trade Contractors will submit to Clark/ Axiom Construction the project specific JSA plans. JSA's will be reviewed by Clark personnel and accepted or sent back to the contractor for re-work. JSA's should identify all hazards and mitigation of such hazards for each work related tasks.
- B. On a daily basis **prior to performing the Work** the Trade Contractor supervisor or foreman shall submit a Job Safety Analysis (409FR041), for work to be performed, to Clark Construction Company's Superintendent. If there is extra work involved not previously noted on the JSA, then the

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supervisors will fill out the back portion of the Sign-In Sheet (409FR045) to identify new job steps and job hazards.

- C. JSA's shall identify sequence of Work, required personal protective equipment, potential hazards, other persons, property, potentially affected environment, and action to be taken to eliminate risks.
- D. JSA's shall be reviewed daily with all personnel involved in the execution of the Work and other personnel on site that may be affected or have need to be made aware.
- E. Trade Contractors will be required to perform a daily stretching program prior to each shift with Clark/ Axiom field representatives and other Trade Contractors.

### 2.9. Meeting Attendance

- A. All Trade Contractor employees shall be required to attend;
  - 1. A project orientation session the first day the employee is on the project site prior to start of any Work activity. Orientation sessions will be approximately one hour long;
  - 2. Weekly "Tool Box Talk" meetings shall be conducted by the Trade Contractor with topics of discussion relevant to the Work to be performed and project site conditions. Attendees shall sign the weekly "Tool Box" meeting notes. "Tool Box" meeting attendance sheets shall be submitted to Construction Manager;
  - 3. Other health, safety and environmental meetings as may be required by Clark/ Axiom Construction Company.

### 2.10. Safety Guide Program

- A. Each tradesperson, prior to beginning work on the project site, will be provided with and shall read thoroughly and understand Clark Construction Company's Safety Guide information (Refer to CCC Form )
- B. Tradespersons after fully understanding the information shall sign and return the Safety Guide to Clark Construction Company.
- C. All tradespersons working on the project site shall have Clark Construction Company's safety sticker on their hard hat signifying participation in the Safety Guide Program.

### 2.11. BRAVO Program (Being Resistant Against Violations Openly)

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- A. Trade Contractors shall actively participate in the BRAVO Program.
- B. The purpose of the BRAVO Program is to engage all persons on the project site in maintaining safety of self and others as the highest priority and to supportively encourage safe work practices by all.
- C. Trade Contractor onsite personnel are encouraged to actively identify safe work procedures and environments of other Trade Contractors and of others within their own firm.
- D. In the process of actively identifying safe work procedures and environments, each person is urged to detect any unsafe work procedures and environments.
  - 1. Trade Contractor personnel are encouraged to take action to prevent injury to others in the event an unsafe situation is observed. Action may include:
    - a. pointing out the potential threat to the individual(s) involved and suggesting the work be stopped and the situation corrected. This is approach may be appropriate under various circumstances; it should always be employed in the event of imminent danger;
    - b. promptly report the situation to the person's supervisor who in turn shall promptly report to a designated Clark/ Axiom Construction Company representative; or
    - c. promptly report the situation to a designated Clark/ Axiom Construction Company representative.
- E. Trade Contractors shall utilize Clark/ Axiom Construction Company BRAVO Observation cards to document both safe and if any, unsafe work procedures and environments.
  - 1. Each Trade Contractor shall submit a minimum of 2 completed BRAVO Observation cards per week to a designated Clark Construction Company representative.
  - 2. BRAVO Observation cards are a 2 sided card. One side for safe observations and the other for any unsafe observations.
  - 3. The intent of the information provided on a BRAVO Observation card is not to point fingers, rather to keep everyone mindful of safety being the project priority. As such BRAVO cards do not request the name of the firm for which the observation is being reported.

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- F. Clark Construction Company will employ an incentive program in appreciation of the onsite personnel “looking out” for one another by Being Resistant Against Violations (BRAVO).

**2.12. First Aid/CPR Training**

- A. Each Trade Contractor shall have a minimum of one First Aid/CPR trained person on the project site whenever work is being performed by its employees.
- B. Each Trade Contractor shall have a first aid supply kit on site available to its employees.

**2.13. Communication/Foreign Languages**

- A. In the event that one or more Trade Contractor employees working on site do not speak the English language fluently, the Trade Contractor shall assure that a minimum of one of its employees on site is fluent in the English language as well as the language of non-English speaking employee(s).
- B. The employee fluent in both languages shall be on site at all times when a non-English speaking employee is on site and shall have authority to make decisions and take action on behalf of the Trade Contractor.

**2.14. Housekeeping**

- A. Trade Contractors shall maintain the project free of debris.
- B. Thoroughly clean up on a daily basis and more frequently as required.
- C. Debris shall be transported to dumpsters on a daily basis.
- D. Material and equipment in storage and in use shall be located out of means of ingress, egress; stairways, walkways, etc.
- E. Location of stored material and equipment shall be coordinated with Clark Construction Company and other trades.

**3. HEALTH AND SAFETY ORIENTATION**

**3.1. General**

- A. Trade Contractor shall notify Clark/ Axiom Construction Company Superintendent of any employee arriving on the project site for the first time. Trade Contractor shall schedule a project-specific orientation sessions to be conducted prior to the employee performing work on-site. The orientation session will be conducted by a Clark Construction Company representative.

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- B. Trade Contractor shall provide project-specific orientation training with each of its employees specific to the work to be performed to assure a safe\_project environment for all.
- C. Trade Contractor shall assure that employees visiting the site for meetings, project review, or other “non-trade Work” related activities and walking into or through construction areas, shall attend an abbreviated Health and Safety Orientation Session.

**3.2. Orientation Sessions**

- A. The following topics may be reviewed at the Health and Safety Orientation Session.
  - 1. Trade Worker Orientation Sessions
    - a. Clark Construction Company site safety representative contact information
    - b. Emergency contact information
    - c. First Aid supply location
    - d. Personal protective equipment (PPE) and clothing requirements
    - e. Health and Safety General Rules
    - f. Clark Construction Company’s Safety Guide Program (to be signed by each Trade Contractor employee).
    - g. Fire Protection and Prevention Plan Hazard Communication Program and SDS file location
    - h. Accident and incident reporting
    - i. Environmental Program
    - j. Cell Phone and Electronic Device Policy
  - 2. Non-Trade Worker Orientation Sessions
    - a. Clark Construction Company’s site safety representative\_contact information
    - b. Emergency contact information
    - c. First Aid supply location

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- d. Personal protective equipment (PPE) and clothing requirements
- e. Cell Phone and Electronic Device Policy

**4. EMERGENCY RESPONSE PLAN**

**4.1. Medical Services**

- A. Prior to commencement of work Trade Contractor shall;
  - 1. make provisions for prompt medical attention in the event of a serious injury;
  - 2. ensure that adequate first aid supplies are easily accessible when needed;
  - 3. provide proper equipment for prompt transportation of the injured person to proper medical care or system for contacting necessary ambulance service;
- B. In the event of any incident or accident the following procedure shall ensue.
  - 1. Attend to the injured party and/or stabilize the area as may be required.
  - 2. Contact 911 as required.
  - 3. Notify Clark/ Axiom Construction Company's project superintendent when first aid is being administered.
  - 4. Assist in ascertaining and reporting events surrounding the incident or Accident.
  - 5. Trade Contractor or injured person shall;
    - a. Complete an Incident Observation Report (409FR012) and provide a copy to Clark Construction Company site safety representative.
    - b. Provide status reports to Clark Construction Company's site safety representative as conditions require.
    - c. Participate in accident/incident investigation meetings for the purpose of establishing the "Root Cause" of the accident or incident.

**4.2. Emergency Evacuation Plan**



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- A. Have a sounding device and a sign to identify it as an evacuation alarm instructing all personnel to sound three short blasts in the event of emergency (a car horn or air horn can be used).
- B. Pre-determine a meeting place to account for all personnel.
- C. Each Trade Contractor's Designated Safety Representative shall account for all personnel to arrive at the pre-determined meeting place in the event of an emergency.
- D. All persons working on-site shall be familiar with emergency egress routes from their position on the project at all times.

**4.3. Blood-Borne Pathogens**

- A. In accordance with OSHA, Trade Contractors shall assure that each employee exposed or potentially exposed to blood and other infectious materials be advised of the potential Blood-borne pathogen hazards and how to guard against those hazard.

**5. CRISIS COMMUNICATION PLAN**

- 5.1. Clark/ Axiom Construction Company will designate a spokesperson to make all public comments during a crisis situation.
- 5.2. Trade Contractor personnel are encouraged to refrain from comments to the media. Trade Contractor employees are encouraged, questioned by the media, to state "The incident is being investigated and Clark Construction Company's spokesperson will make a statement shortly".

**6. PERSONAL PROTECTIVE EQUIPMENT AND CLOTHING**

- 6.1. Personal protective equipment and clothing shall be worn on the project site with exception of construction office areas separated from construction work.
- 6.2. Personal protective equipment shall meet the most stringent standard established by federal, state and local authorities, requirements of the employer or Clark Construction Company.

**6.3. Personal Protective Equipment**

- A. Hard hats shall be worn at all times on the project site with exception of construction office areas separated from construction work.
- B. Safety glasses shall be worn at all times on the project site with exception of construction office areas separated from construction work.

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- C. Safety vest and/or shirt of high visibility fluorescent colored fabric shall be worn when ever performing project site construction activities or in the vicinity of moving site work equipment.
- D. Gloves shall be work at all times on the project site.

**6.4. Clothing**

- A. Shirt sleeve lengths shall be a minimum of four inches.
- B. Shirts cut off above the waist are not allowed.
- C. Pants shall extend to cover ankles.
- D. Shorts are not allowed.
- E. Work boots shall extend to protect the ankle.
- F. Clothing shall be worn in a neat fashion and be in good repair.
- G. Clothing imprinted with language or images as determined by Clark Construction Company to be offensive in any way or advertise and/or promote the use of alcohol or illegal substances shall not be worn on the project site.

**7. CELL PHONE AND ELECTRONIC USE POLICY**

**7.1. Cell phone and electronic devise use**

- A. Cell phone use includes listening, talking, texting, emailing, net surfing or other cell phone device activity.
- B. “Electronic device” includes any internet reception, video, electronic tablets, computers, Bluetooth, walkie-talkies, etc.
- C. Cell phone and electronic device use is allowed only in hazard free areas.
- D. Cell phone and electronic device users shall remain stationary, no walking during cell phone or electronic device use.
- E. Persons not designated as Foreman, Superintendent, Manager, General Foreman, may use a cell phone or electronic device only during breaks in a hazard free area.
- F. Cell phone and electronic device use is not allowed;
  - 1. While engaged in any job task which requires the use of the hands and/or other attention to work activity.

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- 2. While operating equipment, tools or motorized vehicles including cars, trucks and motorized carts, etc.
  - G. Motorized vehicles must be parked in a location free of hazards and turned off while using a cell phone or electronic device.
- 7.2. Crane and other lifting device cell phone and walkie-talkie use
- A. Cell phones and walkie-talkies shall not be used while operating a crane, hoist, powered industrial trucks or other lifting device (unless identified in a Pre-Task Plan requiring communication for ground person to Operator).
  - B. Cell phones must be turned off whenever in the control cab or at the control panel unless identified for use in a Pre-Task Plan.
  - C. No communications other than directly between the lift coordinators. Pre-Task planning shall include the communication method/plan.

**8. SUBSTANCE ABUSE POLICY**

- 8.1. Clark/ Axiom Construction Company is committed to an alcohol and drug free work environment.
- A. Possession, distribution, or sale on the project premises, facility, or other work places of alcoholic beverages, intoxicants, drugs and related drug paraphernalia is strictly prohibited.
  - B. Person's shall not report for duty or perform work while under the influence of any drug, alcoholic beverage, or intoxicant.

**9. SAFE WORK REQUIREMENTS**

**9.1. Asbestos Abatement**

- A. Trade Contractors shall assure that any employee that may be exposed to airborne asbestos fibers shall be trained in the recognition of the hazards and appropriate controls.
- B. Trade Contractors engaged in asbestos abatement shall be licenses by the Department of Labor and the State in which the Work is being performed.

**9.2. Confined Space Entry**

- A. Trade Contractor shall employ a confined space entry procedure when Contractor's employees are required to enter a confined area or space.
- B. Confined space entry procedures shall conform to OSHA and any State requirements.

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**9.3. Excavation**

- A. A competent person trained in soil classification and the recognition of trenching and excavation hazards must be on the project site when excavating or trenching is to be done.
- B. Trenches and excavations 5'-0" or more in depth and shall be shored or walls cut back to protect persons from cave-in. Trenches and excavations less than 5'-0" with unstable walls shall be shored or cut back to protect persons from cave-in.
- C. Trenches and excavations shall be properly barricaded to prevent persons from falling into them.

**9.4. Fall Protection**

- A. A fall protection system shall be utilized when an adjacent surface is six-feet (6'-0") or more below foot level.
  - 1. Ladders
    - a. Fall protection on ladders is not required providing that the persons body remains within the vertical side rails.
  - 2. Personal fall arrest systems
    - a. Shall be properly worn and actively used by all workers when an adjacent surface is six feet (6'-0") or more below the foot level of the person unless other adequate fall protection such as guardrails are in place.
    - b. All components (anchorage points, lanyards, clips etc.) of a fall arrest system shall be of a type recommended for the work being performed and the conditions to be encountered;
    - c. The entire system shall be as approved by the system manufacturer and all local and federal health and safety requirements.
  - 3. Wire rope guard rails;
    - a. Wire rope guard rail systems providing fall protection shall incorporate loop type connections with a minimum of two (2) wire rope clamps. Turnbuckles shall be installed at each side or at more frequent intervals to maintain required tautness of the wire rope.
    - b. Wire rope horizontal lifelines shall be designed by a registered professional engineer and installed and maintained by a competent

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person. Wire rope life lines shall be designed to meet, at a minimum, the requirements of OSHA.

4. Flat roofs and decks
  - a. A warning barrier meeting, at a minimum, the requirements of OSHA may be used 15 feet from the fall hazard. Warning tape or other such means is not allowed, persons between the warning barrier and fall hazard shall utilize a positive means of fall protection.
  
5. Scaffolding
  - a. Persons erecting, using and dismantling scaffolds shall be trained in the hazards and safe procedures to be followed to eliminate exposure to those hazards and shall utilize fall protection when six feet (6'-0) or more above an adjacent surface.
  - b. Trade Contractor's designated Competent Person shall inspect all scaffolds prior to each work shift.
  - c. All scaffolds shall bear a tag, signed and dated by the contractor's Competent Person, denoting that the scaffold has been inspected and is safe to use prior to inspected and is safe to use prior to an employee utilizing the scaffold on that work shift.

**9.5. Fire Protection and Prevention Plan**

**A. Purpose**

1. The following plan has been developed in accordance with MIOSHA Fire Protection and Prevention Standard Part 18.
  - a. This plan exists to:
    - i. Prevent inception of fire
    - ii. Prevent loss of life and personal injury
    - iii. Protect property from damage
    - iv. Provide uninterrupted operations

**B.** Trade Contractor shall be responsible for fire prevention associated with its work and operational areas 24 hours per day 7 days per week for the duration of the contract.

**C.** Major workplace fire hazard control procedures to them

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1. Prior to the start of the construction and as construction progresses, Trade Contractors shall identify hazards and make on-site personnel aware.
2. Maintenance of equipment and systems to prevent or control fires
  - a. The Clark/ Axiom Construction Company Project Superintendent will inspect fire extinguishers at least monthly.

D. Employee training

1. Trade Contractors shall be responsible to train all of its personnel on-site on the general principles of fire extinguishers use and the hazards involved with the various stages of firefighting.
2. All personnel on site will be responsible to review the Fire Protection and Prevention Plan and be familiar with its contents.

E. Hot work procedures

1. Hot work procedures shall be followed when the possibility of a source of ignition exists. This includes open flames, spark-producing tools, hot surfaces (above 450 degrees F), and static discharging items.
2. The following minimum hot work procedures shall be followed when directed by Clark Construction Company. In the event that the Trade Contractor or project specific requirements are more stringent the most stringent shall be employed after review with Clark/ Axiom Construction Company.
  - a. Ensure that a Hot Work Permit form is completed. A Hot Work Permit is good for one working shift only.
  - b. Hot work permit shall be posted at the jobsite with a copy in the Clark Construction Company Superintendent field office.
  - c. Hot work is not permitted where a flammable liquid is present in an open tank.
  - d. Obtain any other appropriate permits.
  - e. At the site of the work the following minimum action is required:
    - i. Clean up of combustibles such as paper, oil and grease.
    - ii. Cover immovable combustibles such as wooden steps with flame retardant tarpaulins.

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TRADE CONTRACTOR HEALTH AND SAFETY PLAN

- iii. Place fire-extinguishing equipment at stand-by readiness.
  - iv. Have a fire watch person at stand-by readiness.
  - v. Perform explosive atmosphere testing.
  - vi. Provide necessary welding screens.
  - vii. Determine if wind may present a potential hazard.
  - viii. Cover sewers and drains.
  - ix. Protect lower levels.
  - x. Provide adequate ventilation.
  - xi. Assure equipment is purged, flushed, and/or filled with water as required.
  - xii. Post and rope off areas.
  - xiii. Wear required safety clothing and devices including respiratory equipment.
  - xiv. Following completion of the hot work:
    - 1. Cleanup area
    - 2. Replace extinguishers
    - 3. Provide fire watch for one half hour
    - 4. Return copy of Hot Work Permit form to Clark Construction Company Superintendent.
- f. Construction related fire hazards:
- i. Rubbish and trash accumulation
    - 1. Trash containers shall be provided for proper disposal of debris; and all trash containers shall be emptied or removed from the building at the end of each shift.
    - 2. Trash dumpsters shall be located a sufficient distance from the building.
    - 3. Care must be taken not to mix hot items (cigarettes, etc.) in the trash containers.

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4. Do not block or stack material against exits, fire extinguishers or electrical switches or panels.
- ii. Cutting and welding
1. Store acetylene and oxygen cylinders in safe locations, protected from high temperatures and separated from each other by a distance of 20 feet or a five foot, one hour fire-rated flame barrier.
  2. All cylinder valves shall be shut off and capped when not in use.
  3. Remove all combustibles from the area or be sure they are safely covered prior to starting hot work.
  4. Fire watchman shall be posted with a fire extinguisher during the work period and for at least 30 minutes after completion when the possibility of sparks or slag starting a fire exists.
  5. Fire resilient enclosures or fire blankets shall be utilized where possible.
  6. Use “Hot Work” permit procedure if work needs to be done in an area where combustibles and flammables are present or otherwise required by Clark/ Axiom Construction Company.
- iii. Fireproofing
1. When fireproofing is specified, it should be applied as soon as possible to afford fire protection to beams and columns in the event of a fire.
- iv. Flammable/combustible liquids
1. Small quantities can be safely handled in approved, metal safety containers (not plastic), and should be kept in isolated locations.
  2. No Smoking in areas of flammable or combustible liquids in use or stored.
  3. Discharge devices requiring the container to be pressurized are prohibited.



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4. Pumping devices or faucets shall be well maintained.
  5. Only Underwriter's Lab (UL), Factory Mutual (FM) listed equipment shall be used.
  6. Bulk containers used to dispense flammable liquids shall be kept outside at least ten feet from any building or inside a building used exclusively for the storage of flammable liquids and located at least ten feet from any other building.
  7. Tanks and containers used for the storage of flammable liquids above ground shall be labeled (placarded), and "No Smoking" signs conspicuously placed.
  8. Tanks shall be grounded during dispensing operations.
  9. Area near storage tanks shall be graded away from building and diked.
  10. Do not use flammable materials near electrical panels, switches, fork trucks or other combustion engines
  11. Use Hot Work Permit procedures.
  12. When combustible materials are present, a water supply shall be available.
- v. Temporary heaters
1. Constant supervision is required.
  2. Only Underwriters Lab (UL) or Factory Mutual (FM) listed equipment shall be used.
  3. Area shall be cleared of all combustible material.
  4. Adequate ventilation shall be maintained.
  5. A fire extinguisher shall be readily available.
  6. Care shall be taken not to block means of egress.
  7. All spare cylinders shall be stored outside the building.
  8. Hoses supplying fuel to heaters shall be secured off of the floor and out of harm's way.

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9. Hoses shall be properly supported by materials which will not cause damage to the hose (a wire hanging wire is not allowed).

vi. Internal Combustion Engines

1. Care shall be taken to avoid exhaust discharge near or in contact with combustible material and flammable liquids.
2. Engines shall be shut down and allowed to cool before refueling to prevent flash fires.
3. A fire extinguisher shall be kept in close proximity to the unit.

vii. Concrete Forms

1. Non-combustible forms should be used whenever possible.
2. Concrete shall be poured as quickly as possible after combustible forms have been constructed, and the forms removed as soon as possible after the concrete has set.
3. During the time combustible forms are in place, storage and construction operations on that floor should be held to a minimum and ignition sources should be eliminated.

viii. Temporary Enclosures of Buildings

1. Only flame-resistant tarpaulins or material of similar fire retardant characteristics shall be used.
2. If plastic is used, it shall be the type that does not readily ignite and that exhibits slow burning characteristics.
3. Temporary enclosure material shall be securely fastened or guarded to prevent contact with heaters or other sources of ignition.

ix. Tar Kettles

1. The use of tar kettles shall be continually supervised.

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2. Tar kettles are permitted only outdoors away from combustibles or on a non-combustible floor or roof in the building.
  3. Metal covers shall be provided to smother potential fires.
  4. A fire extinguisher shall be kept in close proximity to the tar kettle. Should a fire occur, do not use water.
  5. Roofing mops shall never be left indoors or near ignition sources or combustible materials. Note: roofing mops have been known to spontaneously ignite.
- x. Electrical fires
1. Proper extinguishers must be used for electrical fires.
  2. Extreme care must be used when dealing with energized circuits during fires.
  3. Toxic fumes could be given off from certain electrical insulations.
  4. Fire damage to wiring may extend beyond main involvement and proper investigation is required to isolate all damaged wiring.
  5. Before re-energizing circuits, proper testing should be performed to assure that all damaged wiring has been eliminated.
  6. Preventive maintenance of electrical systems will significantly reduce the amount of electrical fires.
- xi. Housekeeping
1. Work and storage areas shall be kept clean, orderly and free of combustible materials.
  2. Combustible liquids shall be stored away from arc producing devices.

## 9.6. Electrical Safety

### A. Temporary lighting

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1. Temporary lighting may not rest on any metal unless properly insulated.
  2. Proper illumination levels shall be maintained.
  3. Temporary lights shall be removed after permanent lighting is installed and the area is turned over.
- B. Temporary power
1. GFCI circuits shall be supplied and regularly tested.
  2. Temporary power wiring shall be supported as per code requirements.
  3. Proper height restrictions shall be adhered to regarding temporary wiring installations.
- C. Tools
1. All tools requiring grounds shall have grounded plugs. Double insulated tools do not need grounded plugs.
  2. Damaged tools and ladders are shall be repaired or replaced.
  3. All electrical power tools shall be tested for electrical safety prior to use.

**9.7. Hazard Communication**

- A. Each Trade Contractor shall implement a Hazard Communication Program in accordance with federal, state and local and other applicable requirements.
- B. Each Trade Contractor utilizing hazardous chemicals on the project site shall:
1. maintain project specific Safety Data Sheets (SDS) on the project site available to its employees for all hazardous chemicals and post the location of (SDS), as well as the contact person and telephone number, of the person responsible for managing this file;
  2. provide employees of other employer(s) on the project site access to (SDS) for each hazardous chemical their employees may be exposed to;
  3. inform other employer(s) of any precautionary measures to be taken to protect employees during the workplace's normal operating conditions and in foreseeable emergencies;
  4. inform the other employer(s) of the container labeling system used in the workplace; and

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5. submit to Clark Construction Company a substance inventory list and (SDS) for hazardous chemicals prior to bringing such chemicals to the project site and cooperate in maintaining a current (SDS) record held by Clark Construction Company on the project site.
6. Trade Contractors shall train employees in chemical hazards and controls for hazardous chemicals used. Training shall include:
  - a. symptoms of exposure;
  - b. exposure prevention including control procedures, work practices and personal protective equipment;
  - c. exposure reaction procedures;
  - d. hazard label and (SDS) understanding; and
  - e. proper disposal of hazardous chemicals.
7. Label all hazardous chemical containers. Labels shall include the following minimum information:
  - a. container contents;
  - b. hazard warning(s); and
  - c. name and address of manufacturer.
8. Notify Clark Construction Company and other Trade Contractor in the work area when hazardous chemicals will be in use and potential hazards which may be encountered.

**9.8. Lockout/Tagout**

- A. No one shall be permitted to work on and energized circuit. Trade Contractor shall employ procedures to ensure that no one will be exposed to hazards as a result of an energized circuit.
- B. Trade Contractor shall adhere to the most stringent of the following lockout/tagout procedures as required:
  1. trade contractors own requirements;
  2. owner requirements;
  3. Clark Construction Company requirements; or other project specific requirements.

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**9.9. Motor Vehicles and Equipment**

- A. All equipment shall be inspected daily before each use by the operator.
- B. Defective equipment shall be removed from service immediately.
- C. All operators shall be properly licensed and certified. Copies of certifications shall be maintained on site and shall be made available to Clark/ Axiom Construction Company upon request.

**9.10. Rigging**

**A. Lifting and Rigging Planning**

- 1. All loads shall be rigged by a qualified rigger.
- 2. Materials being hoisted shall be rigged to prevent unintentional displacement.
- 3. All hoisting operations shall be pre-planned to ensure that all applicable local and federal health and safety agency requirements are met.
- 4. Routes for suspended loads shall be preplanned to ensure that no employee is required to work directly below a suspended load, except for employees as allowed by local and federal health and safety agencies (i.e., structural steel connector making initial connection).
- 5. Tag lines shall be used on all loads.

**B. Rigging Equipment**

- 1. Rigging equipment for material handling shall be inspected at the time of installation, before each job, and at the beginning of each shift if in use, by an employee qualified to perform this inspection.
- 2. Defective rigging equipment shall be removed from service.
- 3. Hooks with self-closing safety latches or their equivalent shall be used to prevent components from slipping out of the hook.

**10. NON-CONFORMANCE**

10.1. Safety violations shall be promptly corrected by the Trade Contractor.

10.2. A “Notice to Comply” (NTC) may be issued by the Construction Manager for follow-up and response by the Trade Contractor (Refer to “Non-Conformance Procedure Section 014517 in front end documents)

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SECTION 013529  
TRADE CONTRACTOR HEALTH AND SAFETY PLAN

END OF SECTION

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SECTION 013543  
ENVIRONMENTAL PROCEDURES

**1. PROJECT SITE REQUIREMENTS**

- 1.1. Clark/ Axiom Construction Company is committed to constructing and delivering to the client a project completed in an environmentally conscious manner from Design/Bid to Turnover.
- 1.2. Clark Construction Company's Environmental Policy is available for review upon request. Adherence to this policy shall be required.
- 1.3. Trade Contractors shall cooperate with the Construction Manager in evaluating Significant Environmental Aspects of the Work which it has control over and plan and implement such action as required to prevent significant impacts on the environment.
- 1.4. Trade Contractors shall take all necessary action and comply with applicable federal, state, county and municipal laws to prevent pollution of rivers, streams, waterways, lakes, soils and air.
- 1.5. Material, equipment, supplies or workmanship found not to comply with Clark Construction Company, and regulatory agency environmental requirements shall be promptly corrected by the Trade Contractor.
- 1.6. A "Notice to Comply" (NTC) may be issued by the Construction Manager for follow up action and response by the Trade Contractor. (Refer to Section 01410 for Non-Conformance Procedures).

**2. SOIL EROSION AND SEDIMENTATION CONTROL**

- 2.1. Trade Contractor shall be responsible to maintain all soil erosion and sedimentation control within the project limits in accordance with Public Act 347, 1972 as amended and as required by the Contract Documents. As a minimum, Trade Contractor shall keep a log of weekly inspections of the soil erosion and sedimentation control measures.
- 2.2. Trade Contractor shall conduct all excavation, embankment, grading and clean-up operations in a manner such that silty soil materials and waterborne objects are not discharged into any storm sewer, drainage ditch, river, lake or underground utility system. In addition, soil shall be managed so that it does not become airborne.
- 2.3. Soil erosion and sedimentation extending beyond the project will not be permitted. This includes soil washing across both turf and paved areas and soil washing into underground utility systems.
- 2.4. All violations of this requirement shall be corrected within 12 hours of notification by the Project Representative to eliminate reoccurrence.
- 2.5. Maintain all erosion control measures in good working order at all times to provide for maximum efficiency of the control provision. Trade Contractor shall keep a log



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SECTION 013543  
ENVIRONMENTAL PROCEDURES

of weekly inspections of the soil erosion and sedimentation control measures. All control measures shall be re-inspected after any significant rain fall.

**3. ON-SITE FUEL/OIL STORAGE AND DELIVERY**

3.1. The following minimum requirements shall be followed when refueling or otherwise handling petroleum products on the project site:

- A. Delivery vehicles with permanently mounted fuel tanks over 119 gallons shall have current DOT certification. Temporary mounted fuel tanks over 119 gallons are not allowed. Superintendents are to check for certification on the initial filling of the tank and spot check subsequent deliveries as time permits. Fuel tanks of less than 119 gallons should be in good condition and free from visible leaks.
- B. A spill control kit shall be required at all storage locations, and on the delivery vehicle for mobile deliveries. This spill kit is not required to be an overpack kit, however the driver is responsible for proper disposal of materials should a spill occur.
- C. Coordinate location(s) of refueling with the Construction Manager.
  - 1. All mobile equipment shall be refueled in an area designated by the project superintendent (i.e., sky-tracks, excavators, loaders, dozers, etc.) The refueling area(s) must be graded in a manner to divert a possible spill away from the building or other hazard. The superintendent and project manager shall review the site for the best possible location(s) that will minimize the risk should a spill occur and note location(s) on the Site Staging Plan.
  - 2. All fixed equipment shall be allowed to be refueled in place. Notice should be given to the superintendent prior to refueling operations (i.e., cranes, stationary generators, etc.).
  - 3. All equipment with gas tanks less than five (5) gallons and being refueled from a five (5) gallon can or less can be refueled at the point of use (i.e., concrete trowels, gas-powered saws, etc.).
  - 4. Any fuel spill that occurs MUST be reported to Clark Construction Company immediately for proper remediation.

**4. DUST CONTROL**

4.1. Dust control shall be provided by each Trade Contractor as required to prevent nuisance and hazard.

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ENVIRONMENTAL PROCEDURES

**5. WATER CONTROL**

- 5.1. Maintain excavations free of water. Provide, operate and maintain pumping equipment.

**6. CATCH BASIN FILTERS**

- 6.1. Water from trenches and other excavations shall not be pumped directly into catch basins (or manholes being temporarily used as catch basins) without first being properly filtered through the approved sediment filter system.
- 6.2. All manholes and catch basins within the project site, and all such structures offsite where sediment is likely to flow from the construction site or be carried by construction traffic, shall be securely covered with the approved sediment filter system.
- 6.3. Filter system shall be maintained clean and shall be periodically replaced by the Trade Contractor as required to maintain adequate water flow.
- 6.4. Install 36" high filter fence around structures that have not been paved.

**7. DECONSTRUCTION AND SALVAGE OPPORTUNITIES**

- 7.1. Separate dumpsters shall be required and set up through local recycling centers for the different types of recyclable materials, ie. metals, concrete, masonry, wood, gypsum etc.
- 7.2. Contractors shall be responsible for the disposal of recyclable items in the proper containers/ dumpsters. Compound materials are to be broken down for proper recycling ex. Wood doors with metal hardware, etc.
- 7.3. Separation of materials is required for inclusion in the proper dumpsters ie. removing door hardware off existing doors, wood door in wood dumpster and door hardware in the metals dumpster.
- 7.4. Salvage opportunities, including debris sorting to maximize recycling efforts, is required and will need to be reported to Clark/ Axiom Construction Company on a monthly basis, if dumpsters are not provided by Clark/ Axiom Construction Company. Percentage of waste diverted from landfills must also be reported.

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SECTION 013543  
ENVIRONMENTAL PROCEDURES

**8. CONSTRUCTION INDOOR AIR QUALITY**

- 8.1. No smoking shall be allowed on School District property at any time. This is also in correlation with Clark/ Axiom Construction Company jobsite policies. Smoking, if permitted onsite is to be no closer then 25 feet of any building entrances.
- 8.2. Reference specification section 015000 Temporary Facilities and Controls for the requirements of “temporary heating and cooling” during construction.

END OF SECTION

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SECTION 014516  
FIELD QUALITY CONTROL PROCEDURES

**1. GENERAL**

- 1.1. Trade Contractor shall provide premium quality workmanship and service of all Work under its Contract.
- 1.2. All quality requirements shall follow the outline procedures in TMP's project manual section 01 4000 Quality Requirements.

**2. QUALITY ASSURANCE**

- 2.1. Trade Contractor shall be responsible to implement a quality control program relative to its suppliers, manufacturers, products, services and workmanship, to assure Work of specified quality.
- 2.2. Comply fully with manufacturer's requirements. Conflicts with manufacturer's requirements and the Contract Documents shall be brought to the attention of the Construction Manager for review and direction by the Architect prior to proceeding with the Work.
- 2.3. Standards of quality required in the Contract Documents shall be considered as minimum standard. Trade Contractor shall meet higher standards of quality as required by authorities having jurisdiction over the project or other entities as applicable.
- 2.4. Conflicts in the Contract Documents shall be brought to the attention of the Construction Manager for clarification and direction prior to proceeding with the Work.
- 2.5. All Work shall be performed by qualified crafts persons to produce workmanship of specified quality.

**3. REFERENCES**

- 3.1. Conform to reference standard current as of date of Contract Documents.

**4. REQUESTS FOR INFORMATION**

- 4.1. Clarification of the Contract Documents shall be requested in the form of Request for Information (RFI) utilizing the Request for Information Form module in the Project specific Website (Connect) (Refer to "Certificates and Other Forms" section).

**5. INSPECTION AND TESTING LABORATORY SERVICES**

- 5.1. Cooperate with independent material inspection and testing firm employed by others to accomplish all inspection and testing required to assure the quality of materials and workmanship.

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SECTION 014516  
FIELD QUALITY CONTROL PROCEDURES

- 5.2. Costs for any re-testing required as a result of non-conforming or apparent non-conforming Work will be charged to the Trade Contractor.

**6. MANUFACTURER'S FIELD SERVICES AND REPORTS**

- 6.1. When specified in individual Specification sections, Trade Contractor shall require material or product suppliers or manufacturers to provide qualified representatives to observe site conditions and installation procedures as specified or as required for warranties or other requirements.
- 6.2. Report observations and direction made by representatives that are supplemental or contrary to manufacturer's written instructions, Contract Documents or other requirements.

**7. REGULATORY REQUIREMENTS**

- 7.1. Standards and regulations referred to throughout the Contract Documents establish the minimum requirements of the Work. Where the Contract Document requirements exceed the applicable code, the Contract Documents drawings shall be met. Unless specifically noted, the current edition of all applicable regulatory codes shall be met.

**8. TOLERANCES**

- 8.1. Comply with manufacturer's quality tolerances. Manufacturer's tolerances which conflict with Contract Documents shall be brought to the attention of the Construction Manager for clarification and direction prior to proceeding with the Work.

**9. NON-CONFORMANCE**

- 9.1. Material, equipment, supplies or workmanship found not to comply to the Contract requirements shall be promptly corrected by the Trade Contractor.
- 9.2. A "Notice to Comply" (NTC) may be issued by the Construction Manager for follow up action and response by the Trade Contractor. (Refer to "Non-Conformance Procedure" section).

END OF SECTION

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SECTION 014517  
NON-CONFORMANCE PROCEDURE

**1. GENERAL**

- 1.1. Trade Contractor performance found not to comply with requirements relative to safety, quality and environmental issues, shall be promptly corrected by the Trade Contractor.
- 1.2. In the event of non-conforming performance, a Notice to Comply (NTC) may be issued by the Construction Manager for follow-up, action and response by the Trade Contractor. (Refer to “Certificates and Other Forms” section).

**2. NOTICE TO COMPLY PROCEDURES**

- 2.1. Construction Manager issues Notice to Comply (NTC).
- 2.2. Trade Contractor, jointly with the Construction Manager, determine the cause for non-conformity. Cause for non-conformity is recorded on the Notice to Comply (NTC).
- 2.3. Trade Contractor, jointly with the Construction Manager; propose corrective action to ensure non-conformity does not recur on project. Corrective action is recorded on the Notice to Comply (NTC).
- 2.4. Construction Manager reviews proposed corrective action and approves if acceptable. Approval of proposed corrective action may require review and acceptance by the Owner, Architect/Engineer or other entity as deemed appropriate by the Construction Manager. Approval is documented on the Notice to Comply (NTC).
- 2.5. Upon approval of proposed corrective action, the Trade Contractor implements approved corrective action. The Trade Contractor shall document corrective action taken and date completed on the Notice to Comply (NTC) and return form to the Construction Manager.

END OF SECTION

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SECTION 015000  
TEMPORARY FACILITIES AND CONTROLS

**1. TEMPORARY UTILITIES**

**1.1. TEMPORARY ELECTRICAL SERVICE**

- A. No temporary power or temporary lighting will be provided. Each trade contractor required to provide their own source of power and/or temporary lighting.

**1.2. TEMPORARY HEATING AND COOLING**

- A. No temporary heating or cooling will be supplied. Each trade contractor required to provide their own heating and/or cooling as needed.

**1.3. TEMPORARY TELEPHONES**

- A. Temporary telephones shall be arranged and paid for by each individual Trade Contractor per their requirements.

**1.4. TEMPORARY DATA CONNECTIONS**

- A. Data connections if required by Trade contractor shall be arranged for and paid for by each individual Trade Contractor per their requirements.

**1.5. TEMPORARY WATER**

- A. Temporary water will be available from an on-site fire hydrant upon completion of underground utilities. Each Trade Contractor shall transport the water to their area of Work as required.

**1.6. TEMPORARY TOILETS**

- A. The Construction Manager will provide temporary toilets.

**1.7. FIRE SAFETY**

- A. Each contractor shall provide a minimum of 20 pound U.L. rated multi-purpose (Type A, B, C) fire extinguishers as required.
- B. Provide fire extinguishers as needed for all equipment on site.

**1.8. TEMPORARY CONTROLS**

**A. CONSTRUCTION CLEANING**

**1. On-going Clean-up**

- a. Project clean-up and disposal of debris is the responsibility of each Trade Contractor for their own material and shall be performed on a daily basis.

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SECTION 015000  
TEMPORARY FACILITIES AND CONTROLS

- b. Fridays of each week are designated as total project clean-up day. Trade Contractors shall be responsible to provide a labor force to thoroughly clean all areas where it has performed Work or otherwise created a need for clean-up. Friday clean-up shall include broom clean condition.
- c. Trade Contractor shall furnish labor for clean-up of unidentifiable debris including broom clean as directed by the Construction Manager in proportion to its Workforce.
- d. Trade Contractor shall be responsible for disposal of debris and dumpster costs associated with its Work.
- e. In the event that the Trade Contractor fails to clean up and dispose of all debris promptly after written direction to comply, the Construction Manager will clean-up the debris and Trade Contractor shall be responsible for all associated costs.

2. **Work in Place Progress Cleaning**

- a. Each Trade Contractor shall be responsible for cleaning of all material and equipment installed upon completion of installation of same.
- b. Work in place progress cleaning by each Trade Contractor shall include but not limited to the following:
  - i. Remove labels which are not required to be permanent.
  - ii. Clean transparent materials, including mirrors and window/door glass to a polished condition.
  - iii. All interior and exterior building material and equipment finished surfaces and components shall be cleaned to be free of dirt, dust, oils, film, and other foreign material.

3. **Debris disposal**

- a. All debris shall be legally disposed of off-site. Salvage opportunities, including debris sorting, to maximize recycling efforts is required and will need to be reported to Clark/ Axiom Construction Company on a monthly basis. Report percentage of waste diverted from landfills.
- b. Debris shall not be buried, covered up or left in walls or above ceilings.
- c. Burning of debris will not be permitted on the project site.



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SECTION 015000  
TEMPORARY FACILITIES AND CONTROLS

- d. Trade Contractor shall be responsible for disposal of debris and dumpster costs associated with its Work.

4. **Street Cleaning**

- a. Trade Contractors shall be responsible for keeping all paved surfaces and public streets in the vicinity of the project clean of dirt and other debris that is a direct result of his operations.
- b. Cleaning shall consist of cleaning the streets with a pick-up type sweeper in such a manner that the pavement and gutters are maintained broom clean for the duration of the Contract.
- c. In the event that the Trade Contractor fails after written direction to promptly comply with street cleaning requirements, the Construction Manager shall perform the Work and charge the Trade Contractor all associated costs.

1.9. **MATERIAL AND EQUIPMENT HANDLING**

- A. Material and equipment shall be handled and stored utilizing means and methods to avoid damage, soiling, exposure to adverse weather, etc.
- B. Store weather sensitive products in weather-tight enclosures; maintain within humidity ranges required by manufacturer.
- C. Products stored on-site shall be supported as not to be in contact with ground and to avoid soiling.
- D. In the event that products become soiled, exposed to adverse weather or damaged, the Trade Contractor shall clean, repair or replace if necessary the product to achieve new condition acceptable to the Owner and Architect.
- E. Coordinate material and equipment deliveries to meet requirements of the construction schedule.
- F. Coordinate all delivery dates and storage spaces with the Construction Manager.
- G. Trade Contractor shall be responsible for receipt, unloading and handling of products under its Contract. The Construction Manager or others will not receive deliveries for Trade Contractors unless noted otherwise in the Documents.

1.10. **PROTECTION OF INSTALLED WORK**

- A. Protect installed Work and provide special protection where specified in Contract Documents.

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SECTION 015000  
TEMPORARY FACILITIES AND CONTROLS

- B. Trade Contractors required to Work on roof surfaces shall be responsible to take all precautions necessary to avoid puncture to roofing materials and shall place not less than the equivalent of ½ inch plywood to protect Work surface.

1.11. **SECURITY**

- A. Trade Contractors shall provide all means of security and facilities as necessary to protect tools and equipment from theft or vandalism. Trade Contractor's shall be responsible for insurance and cost of replacement of all tools and equipment.

1.12. **OFFICE/STORAGE FACILITIES**

- A. Trade Contractor shall not place storage and/or office facilities on-site without prior approval of the Construction Manager.
- B. Storage and office facilities shall be in good condition and appearance as determined by Clark/Axiom Construction Company. Clark/Axiom Construction Company reserves the right to demand removal of facilities that do not meet this requirement.
- C. Field offices and storage facilities shall remain portable and are subject to relocation.
- D. Cost of set-up and any relocation of field offices and storage facilities shall be the responsibility of the Trade Contractor.
- E. Electric heat or air-conditioning will not be allowed for field offices or storage facilities unless the Trade Contractor arranges for its own metered electrical service.

1.13. **REMOVAL OF UTILITIES, FACILITIES AND CONTROLS**

- A. Remove all temporary above grade or buried utilities, equipment, facilities and materials when directed by the Construction Manager.
- B. Clean and repair damage caused by installation or use of temporary Work.

END OF SECTION

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SECTION 017123  
FIELD ENGINEERING

**1. GENERAL**

- 1.1. The Owner will employ the services of a Civil Engineer or registered land surveyor to establish benchmarks, control points, and building corners. Trade Contractor shall be responsible for all other engineering and layout required for performance of its Work.

**2. REQUIREMENTS**

- 2.1. Confirm accuracy of information indicated on the drawings with property survey and existing benchmarks before commencing layout of the Work. Locate and protect existing benchmarks and control points. Preserve permanent reference points during construction.
- 2.2. Discrepancies between the Contract Drawings and existing conditions shall be brought to the attention of the Construction Manager prior to layout of the Work.
- 2.3. Confirm engineering and layout of previous Trade Work. Do not rely on Work or layout of other Trade Contractors. Proceeding with Work adjacent to or in concert with the Work of other trades shall indicate acceptance of responsibility for accuracy of layout of previous Trade Contractor Work.
- 2.4. Engage the services of a registered land surveyor for any layout associated with the performance of site related Work.
- 2.5. Establish and maintain a minimum of two permanent benchmarks on the site, referenced to data established by survey control points.
- 2.6. Prior to layout and construction, verify location and invert elevation at points of connection of all utilities including sanitary sewer, storm sewer, and water service piping.
- 2.7. Working from lines and levels established by the property survey, establish benchmarks and markers to set lines and levels at each story of construction and elsewhere as needed to properly locate each element of the Project. Calculate and measure required dimensions within indicated or recognized tolerances. Do not scale drawings to determine dimensions.
- 2.8. Confirm all major elements for line, level and plumb as Work progresses.
- 2.9. Record benchmark locations, with horizontal and vertical data, on Project Record Documents.
- 2.10. Do not change or relocate benchmarks or control points without prior written approval. Promptly report damaged, missing or disturbed control points.

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SECTION 017123  
FIELD ENGINEERING

- 2.11. Promptly replace disturbed or destroyed control points. Replace control points in exact original location.

**3. EXISTING CONDITIONS**

- 3.1. Location of underground utilities, such as sewers, electrical power, water piping, conduits, structures, etc., on the drawings is as accurate as can be determined from available information. Accuracy or completeness of this information is not guaranteed. Exact locations and elevations shall be verified by the Trade Contractor prior to starting Work.
- 3.2. Exercise extreme care when excavating at or near the general location of underground utilities.
- 3.3. Notify Miss Dig or other utility location services as required by the Contract Documents, other authorities or quality construction practice, a minimum of three (3) working days prior to commencing site excavation or interruption of utility services.

END OF SECTION

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SECTION 017329  
CUTTING AND PATCHING

**1. GENERAL**

- 1.1. Trade Contractor shall be required to perform all cutting and patching as required for its Work and to accomplish the following:
- A. New construction into existing conditions.
  - B. Relocation of existing equipment or devices including patching areas where items were removed and any cutting and patching required at the new location.
  - C. Repair existing surfaces damaged as a result of incidental demolition Work. Repaired area shall match adjacent construction in all aspects.
  - D. Fit several parts properly.
  - E. Uncover Work to provide for installation of ill-timed Work.
  - F. Remove and replace defective Work.
  - G. Remove and replace Work not conforming to requirements of the Contract Documents.
  - H. Remove samples of installed Work as specified for testing.
  - I. Certain construction Work may be completed before the Work of this bid category begins. Cutting and patching of such Work shall be included in the Work of this Bid Category.

**2. DEFINITIONS**

- 2.1. Cutting and patching includes cutting into existing construction to provide for the installation or performance of other Work and subsequent fitting and patching as required to restore surfaces to their original condition.
- 2.2. Cutting and patching performed during the manufacture of products or during the initial fabrication, erection, or installation processes is not considered to be cutting and patching under this definition. Drilling of holes to install fasteners and similar operations are not considered to be cutting and patching.
- 2.3. Selective demolition is recognized as related but separate categories of Work, which may or may not require cutting and patching as defined in this section.

**3. PERFORMANCE**

- 3.1. Before cutting, examine surfaces to be cut and patched and conditions under which the Work is to be performed. Take corrective action prior to proceeding with cutting that would result in an unsafe condition.

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SECTION 017329  
CUTTING AND PATCHING

- 3.2. Notify the Construction Manager immediately of any materials encountered which are suspected to contain asbestos. Asbestos-containing material will be removed and disposed of by the Owner.
- 3.3. Modification of the Work of other Trade Contractors or existing conditions shall not be performed without the consent of the Construction Manager.
- 3.4. Protect other Work during cutting and patching to prevent damage. Provide protection from adverse weather conditions for that area of the project that may be exposed during cutting and patching operations.
- 3.5. Take precautions to avoid cutting existing pipe, conduit, duct and other items to remain in service either temporarily or permanently.
- 3.6. Coordinate with other Trade Contractors installation of any sleeves and box outs for the performance of the Work. Include layout and installation of sleeves and box outs to be installed into the Work of other Trade Contractors.
- 3.7. Trade Contractor needing sleeves and box outs shall fill voids around sleeves and box outs with appropriate material to meet required ratings. Provide escutcheon plates where Work will be exposed.
- 3.8. Coordinate date and time of cutting and removal of Work to be uncovered for review and inspection by others.
- 3.9. Cutting and patching of existing materials shall be the responsibility of the Trade Contractor requiring the same.
- 3.10. Cutting and patching shall be performed by craftspersons skilled in working with the material being cut and patched.
- 3.11. Where cutting or patching is required of one Trade Contractor as a result of negligence of another Trade Contractor, cost shall be borne by the negligent Trade Contractor.
- 3.12. Comply with requirements of earth work specification sections where cutting and patching require excavation and backfilling.
- 3.13. All patching shall be done in a neat workmanlike manner with materials to match existing. Fit work tight to adjacent elements. Maintain integrity of wall, ceiling and floor construction and completely seal voids.
- 3.14. Use hand or small power tools designed for sawing or grinding to the greatest extent possible.
- 3.15. Cut using methods that are least likely to damage Work to be retained or adjoining Work. Where necessary, review proposed procedures with the original installer and

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SECTION 017329  
CUTTING AND PATCHING

Construction Manager. Comply with methods that will achieve highest quality results.

- 3.16. Joint and seam tolerances shall meet the most stringent quality standards in accordance with the Contract Documents or industry standard tolerances for the material being patched.
- 3.17. Coordinate with other Trade Contractors for fitting the Work.
- 3.18. Cutting of existing Work shall be straight, true and of proper size.
- 3.19. Cutting and patching of concrete floors and decks shall be performed in a neat and workmanlike manner, using a coring machine. Openings over six inch diameter must be formed by the Trade Contractor requiring the opening. Each Trade Contractor shall pack and grout openings around sleeves or Work penetrating the floor or deck associated with its Work.
- 3.20. Submit shop drawings and obtain approval of the Architect/Engineer prior to cutting or altering structural members. Shop drawings shall clearly identify each cut or alteration. Include detailed cutting plan.
- 3.21. Provide temporary support to prevent failure of Work to be cut.
- 3.22. Hot work permits shall be obtained from the Construction Manager for any cutting or patching work which requires the use of flame of any kind.

**4. SUBMITTALS**

- 4.1. Where prior approval of cutting and patching is required, submit proposed procedures for Work to be performed and request approval to proceed. Include the following information, as applicable:
  - A. Describe the nature of the Work and detailed performance plan indicating why cutting and patching cannot be avoided. Describe anticipated results of the Work in terms of changes to existing Work, including structural, operational and visual changes as well as other significant elements.
  - B. List of products to be used and firms that will perform Work.
  - C. Dates Work is expected to be performed.
  - D. List utilities that will be disturbed or otherwise affected by Work, including those that will be relocated and those that will be out of service temporarily. Include duration utility service will be disrupted.
- 4.2. Approval by the Architect/Engineer to proceed with cutting and patching Work does not waive the Architect/Engineer's right to later require complete removal and replacement of Work found to be cut and patched in an unsatisfactory manner.

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SECTION 017329  
CUTTING AND PATCHING

- 4.3. Submit cost estimate prior to cutting and patching to be performed and considered to be a change in scope of Work.
- 4.4. In the event conditions of Work or schedule require a change of materials or methods, submit request and recommendation. Include the following information:
  - A. Describe condition requiring change.
  - B. Recommendations for alternative materials or methods.
  - C. Submittals as required for substitutions.
  - D. Hot work permit if flame is used in any form to perform the Work.

**5. MATERIALS**

- 5.1. Except as otherwise indicated, or as directed by the Architect/Engineer, use materials for cutting and patching that are identical to existing materials. In the event identical materials are not available, or cannot be used, materials that match existing adjacent surfaces to the fullest extent possible with regard to visual effect shall be used. Materials used for patching shall result in equal or better performance characteristics.

**6. CLEANING**

- 6.1. Thoroughly clean areas and spaces where Work is performed or spaces used as access to Work. Remove paint, mortar, oils, putty and items of similar nature completely. Thoroughly clean materials before painting or other finishing is applied.

END OF SECTION



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SECTION 017700  
CLOSEOUT PROCEDURES

**1. GENERAL**

- 1.1. Specific Project closeout requirements are the responsibility of the Trade Contractor. Coordinate all requirements with the Construction Manager.

**2. SUBMITTALS**

**2.1. Operating and Maintenance Date**

- A. Operating and Maintenance Manuals shall be submitted upon completion of 80% of the Work or earlier if required to meet other Contract requirements.
- B. Maintenance Data shall be provided in accordance with “Operation and Maintenance Data” section.
- C. Submit special tools and spare parts upon completion of 90% of the work in accordance with “Operation and Maintenance Data” section.

**2.2. Project Record Documents**

- A. Project Record Documents shall be submitted upon completion of the Work.
- B. Record Documents shall be provided in accordance with TMP’s project manual section 01 7800 Closeout Submittals.

**3. FINAL APPLICATION FOR PAYMENT**

- 3.1. Final Application for Payment shall be submitted in accordance with the Contract Documents.
- 3.2. Final Application for Payment shall be submitted only after all Project Closeout submittals, procedures and processes have been completed.

**4. CERTIFICATE OF SUBSTANTIAL COMPLETION**

- 4.1. Submit Certificate of Substantial Completion on form included in “Certificates and Other Forms” section.
- 4.2. The date of Substantial Completion will be determined by the Architect.

**5. INSTRUCTION OF OWNER PERSONNEL**

- 5.1. Provide instruction to Owner personnel in accordance with “Operation and Maintenance Data” section.
- 5.2. Coordinate instruction of Owner personnel to occur as early as possible following material and equipment being placed in complete operation.

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SECTION 017700  
CLOSEOUT PROCEDURES

- 5.3. Provide additional instruction sessions as required to accomplish instruction of material and equipment under differing conditions (i.e., HVAC equipment under heating and cooling conditions).
- 5.4. Video record Owner training sessions and turnover to the owner for their use.
- 5.5. Provide a signed transmittal if the owner declines any and/or all training.

**6. WORK COMPLETION/PUNCH LIST PROCEDURE**

- A. Trade Contractor shall develop a Work completion list by area of the building as areas of Work are completed. Corrective Work shall be undertaken immediately upon development of the list.
- B. The Construction Manager will review and add additional items to the completion list as needed for completion by the Trade Contractor.
- C. Immediately upon completion of the Work the Trade Contractor shall review the Work and develop a detailed list of punch list and incomplete items of Work and within seven (7) days of completion of the Work, submit the list to the Construction Manager.
- D. Trade Contractor list shall include location of item, description and scheduled date of completion.
- E. Trade Contractor shall immediately upon development of the list begin corrective Work.
- F. Construction Manager will review the list along with all material and equipment installed by the Trade Contractor and add additional items to the list found to be of unacceptable quality or incomplete.
- G. Construction Manager will coordinate with Owner's representatives, Architect and Engineers to review the Work and add additional items as required in accordance with TMP's project manual section 01 7000 Execution and Closeout Requirements.
- H. The complete list of defective or incomplete items which includes review by Owner, Architect and Engineers will be provided to the Trade Contractor for correction/completion of the Work.
- I. Trade Contractor shall be held responsible to correct/complete the Work within thirty (30) calendar days of transmittal of the list by the Construction Manager.
- J. Trade Contractor shall conduct a confirmation walk-through with Construction Manager after correction/completion of the list.
- K. Any punch list items not completed by the Trade Contractor after thirty (30) calendar days or shorter duration as required by the Contract following

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SECTION 017700  
CLOSEOUT PROCEDURES

transmittal of the punch list by the Construction Manager will be completed by others. All costs including Construction Manager time, overhead and profit will be charged to the Trade Contractor.

- L. Final approval and acceptance of completed punch list and completed Work shall be by the Architect and Owner.

END OF SECTION

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SECTION 017823  
OPERATION AND MAINTENANCE DATA

**1. GENERAL**

- 1.1. Provide complete product data and related information appropriate for Owner's maintenance and operation of products furnished under the Contract, and provide operating and maintenance data as specified in the section and as referenced in other pertinent Specification sections.
- 1.2. Instruct Owner's personnel in the maintenance of products and in the operation of equipment and systems. If owner training is required video all sessions and turnover to the owner for their use.

**2. QUALITY ASSURANCE**

- 2.1. Preparation of data shall be done by personnel trained and experienced in maintenance and operation of the described products.

**3. OPERATING AND MAINTENANCE MANUALS**

- 3.1. Furnish to the Construction Manager an electronic copy uploaded to the Project Specific Website and two (2) complete manuals as approved detailing the operation and maintenance of all operable systems and products furnished under the Contract.

- 3.2. Provide operation and maintenance manuals in the following format:

A. Binder type

1. Commercial quality three-ring binders with durable and cleanable plastic covers
2. Minimum ring size – one inch
3. When multiple binders are used, correlate the data into related consistent groupings
4. Binder cover
  - a. Identify each volume with title “OPERATING AND MAINTENANCE INSTRUCTIONS”, and the following information:
    - i. Title of project
    - ii. Identity of separate structure as applicable
    - iii. Identity of general subject matter covered in manual
  - b. Size – 8 ½” x 11”

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SECTION 017823  
OPERATION AND MAINTENANCE DATA

- c. Paper – 20 pound minimum, white, for typed pages
- d. Text – Manufacturer’s printed data, or neatly typewritten
- 5. Drawings (included in manuals)
  - a. Provide reinforced, punched binder tab, bind in with text
  - b. Fold larger drawings to the size of the text pages
- 6. Table of Contents
  - a. By system, for each volume
  - b. List each major component as subheading to system
- 7. Organization
  - a. Group all components of each system into complete sections
  - b. Provide indexed divider for each system
  - c. Provide index tabs at each major component of each system using same identifications as Table of Contents
- 8. Content to be included in manuals shall be as follows:
  - a. Manuals shall be suitable for use in training of Owner’s personnel
  - b. Each manual section shall include the following, as applicable:
    - i. Operating data
    - ii. Narrative operating instructions for total system, organized sequentially and tailored to project installation
    - iii. For architectural products, applied materials and finishes
      - 1. Manufacturer’s data, giving full information on products:
        - a. Catalog number, size, composition
        - b. Color and texture designations
        - c. Information required for re-ordering special-manufactured products
      - 2. Maintenance data

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SECTION 017823  
OPERATION AND MAINTENANCE DATA

- a. Procedures
  - i. Recommended maintenance schedules
  - ii. Spare parts lists including manufacturer's catalog numbers
  - iii. Manufacturer's printed data
  - iv. All applicable diagrams and system layouts
  - v. Recommended cleaning products and methods. Include products or methods that are detrimental to the material.
  - vi. Recommended schedule for cleaning and maintenance
  - vii. Supplier and installer contact information

**4. POSTED OPERATING INSTRUCTIONS**

- 4.1. Where applicable, provide operating instructions for posting for each major piece of equipment and systems of equipment, to aid in the operation of the equipment at or near local control panels or major piece of equipment.
- 4.2. Provide posted operating instructions in the following format:
  - A. Name plate data and manufacturers standard instructions, permanently affixed to product by manufacturer.
  - B. Operating instructions and diagrams furnished by Trade Contractor shall conform to the following:
    - 1. Size – not larger than 24" x 36" or smaller than 8 ½" x 11".
    - 2. Mounting – provide clean rigid protective covering and fasteners to permanently mount instructions to substrates encountered.
    - 3. Groupings of instructions shall be of uniform size.
  - C. Content to be included shall be as follows:
    - 1. Layouts
      - a. Equipment
      - b. Electrical

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SECTION 017823  
OPERATION AND MAINTENANCE DATA

- c. Piping
  - d. Other as required
- D. Instructions – simplified narrative
- 1. Operation
  - 2. Cautions
  - 3. Supplementary information required to aid in the safe operation of the equipment

**5. WARRANTIES**

- 5.1. Furnish to the Construction Manager an electronic copy uploaded to the Project Specific website and two (2) warranty manuals separate from other project documentation. One (1) manual with original signature on warranties and two (2) copies.
- 5.2. Provide warranty manuals in the following format:
- A. Binder type
    - 1. Commercial quality three-ring binders with durable and cleanable plastic covers
    - 2. Minimum ring size – one inch
    - 3. When multiple binders are used, correlate the data into related consistent groupings

**6. INSTRUCTION OF OWNER'S PERSONNEL**

- 6.1. Prior to final acceptance of the Work, and in accordance with specification sections, provide training encompassing all equipment and systems furnished under the Contract, for the Owner's designated operating and maintenance personnel. This training will be video recorded and turned over to the owner for their use. If Owner declines training provide a signed transmittal in lieu of the video recording.
- 6.2. Provide instruction documentation as follows:
- A. Instruction schedule submittal shall include the following information
    - 1. Systems to be covered
    - 2. Total hours scheduled for each
    - 3. Percentage of classroom instruction versus field instruction

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SECTION 017823  
OPERATION AND MAINTENANCE DATA

4. Name of instructor and company represented
  5. Qualifications of instructor
  6. Operating and maintenance manuals, and posted operating instructions shall be the basis of instruction
- 6.3. The Trade Contractor shall maintain a training log with the following information
- A. Date
  - B. System in which instruction was given
  - C. Name and signature of instructor
  - D. Hours of instruction
  - E. Names of Owner's personnel in attendance
  - F. Log to be given to Construction Manager as part of the close-out documents at the completion of the training
- 6.4. Instruction shall include the following:
- A. Complete instruction in the safe operation, emergency procedures, and basic maintenance of equipment furnished under the Contract.
  - B. Instruction in the care and maintenance of finish materials and products.
  - C. Cautions on limitations of Owner's personnel service and conditions under which warranties may be voided.
- 6.5. Deferred Training
- A. Instruction and training in seasonal systems may be deferred until the appropriate season, provide warranties of such systems will be in effect at such times.
- 7. SPECIAL TOOLS**
- 7.1. Deliver to the Construction Manager four (4) sets of any special tools and keys required for operation, adjustment, resetting or maintenance. Identify each item and package each set in a separate container identified as to function.
- 8. ATTIC STOCK**
- 8.1. Deliver Owner stock materials as required by each specification section.



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SECTION 017823  
OPERATION AND MAINTENANCE DATA

- 8.2. Properly label stock material relative to product information and location on the project.
- 8.3. Deliver stock material when directed by the Construction Manager.
- 8.4. Stock material deliveries shall be accompanied by a transmittal listing all materials provided as well as quantities and specification section to which materials apply.
- 8.5. Stock material deliveries shall be signed for by the Construction Manager.

END OF SECTION

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SECTION 017839  
PROJECT RECORD DOCUMENTS

**1. GENERAL**

- 1.1. Trade Contractor shall maintain at the jobsite, one (1) copy of Contract Drawings, Specifications, Addenda, approved shop drawings, Change Orders and other modifications to the Contract, and field test reports. Clark/Axiom Construction Company will utilize PlanGrid (www.plangrid.com) for the digital distribution, management and control of Project Documents. Subcontractor shall obtain a PlanGrid subscription, (of a suitable size for the Project - Nail Gun (550 pages); Dozer (5000 pages) or Crane – Unlimited pages) at its own cost

**2. RECORDING**

- 2.1. Label each document “PROJECT RECORD” in one inch high printed letters.
- 2.2. Keep record documents current; failure to maintain current documents may result in reduction of progress payments.
- 2.3. Provide updated set of “as-built” documents for review on a monthly basis as condition of payment.
- 2.4. Do not permanently conceal any Work until required information has been recorded.

**3. CONTRACT DRAWINGS**

- 3.1. Legibly mark to record “as-built” construction conditions which differ from Contract Documents. Include details as required and not noted on original Drawings.

**4. SUBMITTALS**

- 4.1. At completion of the Work, deliver record documents to the Construction Manager.
- 4.2. Accompany submittal with transmittal letter, in duplicate, containing:
- A. Date
  - B. Project title and number, Architect’s name and project number
  - C. Trade Contractor’s name and address
  - D. Title and number of each record document
  - E. Certification that each document as submitted is complete and accurate
  - F. Signature of Trade Contractor or authorized representative

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SECTION 017839  
PROJECT RECORD DOCUMENTS

**5. AS-BUILT LIST**

- 5.1. Furnish one (1) completed copy of an “as-built” materials list. This list shall indicate manufacturer, vendor or supplier and installer for each applicable item listed and any other item specified by trade name herein.

**6. CERTIFICATES OF INSPECTION**

- 6.1. Provide a copy of all Certificates of Inspection as required by applicable codes and/or the Contract documents.

**7. WARRANTY**

- 7.1. All Work and material on the Project shall be guaranteed for a minimum period of twelve (12) months from the date of Substantial Completion, or longer as may be required by the Specifications, Owner’s Contract and local ordinances or applicable codes. The guarantee period shall commence at the date of Substantial Completion as determined by the Owner, Architect and Construction Manager.
- 7.2. Trade Contractor shall be responsible for any and all consequential damages as a result of failure of its Work under warranty.
- 7.3. Guarantee form shall be same as form included in “Certificates and Other Forms” section or other as required by the Architect, Owner or Construction Manager.
- 7.4. Trade Contractor shall return to the Project approximately 10 months after the date of substantial completion for a warranty review meeting.

**8. OTHER**

- 8.1. Provide other close-out items as required by local ordinances and authorities having jurisdiction.

END OF SECTION

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SECTION 023200  
GEOTECHNICAL INVESTIGATIONS

**1. GENERAL**

- 1.1. Geotechnical Evaluation Report and soil boring location maps are included for Trade Contractor review as Appendix 1 located in the project manual as issued by TMP Architecture and Michell and Mouat Architects.
- 1.2. Trade Contractors are responsible to review the geotechnical report prior to bidding to become familiar with site conditions. Failure to review the reports shall not entitle the Trade Contractor to additional compensation for issues that arise on the site.
- 1.3. Information contained in the reports is not a representation that all conditions encountered at the site are as indicated within the report.

END OF SECTION