

Livonia Public Schools

Livonia, MI

Dugout Renovations 2018 Churchill & Stevenson High Schools

Specifications Prepared By:



3269 Coolidge Hwy.
Berkley, MI 48072
(248) 547-7757

RELEASE DATE: July 20, 2018

BIDS DUE: August 3, 2018 @ 2:00 P.M.

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PROJECT MANUAL

PROJECT: **Dugout Renovations 2018**

Churchill High School

8900 Newburg Road
Livonia, Mi 48150

Stevenson High School

33500 Six Mile Road
Livonia, MI 48152

OWNER: **Livonia Public Schools**
15125 Farmington Road
Livonia, Mi 48154

LANDSCAPE ARCHITECT: **Foresite Design, Inc.**
3269 Coolidge Hwy.
Berkley, Michigan, 48072
(248) 547-7757

RELEASE DATE: July 20, 2018

BIDS DUE: August 3, 2018 @ 2:00 P.M.

LOCATION of BID OPENING: **Livonia Public Schools
Business Office**
15125 Farmington Road
Livonia, Mi 48154

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SECTION 00 0110
TABLE OF CONTENTS

<u>TABLE OF CONTENTS</u>
<u>DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS</u>
Advertisement for Bid
00 1115 Scope of Work
00 2113 Instructions to Bidders
00 2300 Schedule and Phasing
00 4200 Proposal Form
00 4336 List of Subcontractors
00 4343 Prevailing Wage Rates
00 6513 Material Compliance Form
00 7400 A105-2017 Standard Form of Agreement Between Owner and Contractor
00 8500 File Transfer Agreement
<u>DIVISION 01 – GENERAL REQUIREMENTS</u>
01 2300 Alternates
01 2619 Clarification Request
01 3523 Safety Requirements
01 4100 Regulatory Requirements
01 5600 Cleaning
01 7123 Field Engineering
01 7700 Project Closeout
01 7823 Operating, Maintenance Warranty Data
01 7839 Project Record Documents
<u>DIVISION 02 – EXISTING CONDITIONS</u>
02 4113 Demolition
<u>DIVISION 03 – CONCRETE</u>
03 3010 Portland Cement Concrete
<u>DIVISION 04 – MASONRY</u>
04 0513 Mortar

SECTION 00 0110
TABLE OF CONTENTS

<u>DIVISION 07 – THERMAL AND MOISTURE PROTECTION</u>
07 7100 Roof Specialties
<u>DIVISION 09 - FINISHES</u>
09 9100 Painting
<u>DIVISION 11 – EQUIPMENT</u>
11 6838 Baseball Equipment
<u>DIVISION 31 – EARTHWORK</u>
31 2000 Earthwork
<u>DIVISION 32 – EXTERIOR IMPROVEMENTS</u>
32 3100 Chainlink Fence -Galvanized
32 9227 General Lawn Restoration

<u>DRAWINGS</u>	
<u>Sheet #</u>	<u>Title</u>
CS1.0	Cover Sheet
A1.01	Dugout Plans, Elevations & Sections
A1.02	Dugout Wall Sections & Section Details
S1.01	Dugout Foundation & Roof Framing Plan
S1.02	Details

LIVONIA PUBLIC SCHOOLS
15125 FARMINGTON ROAD
LIVONIA, MI 48154-5474
(734) 744-2500

The Livonia Public Schools Board of Education, Livonia, Michigan, hereby invites the submission of **sealed bids** for the purchase of: **Dugout Renovations Bid for the 2017-2018 School Year**

(See Attached Specifications)

Request for Proposal (RFP) documents can be obtained at the Livonia Public School Website, www.livoniapublicschools.org under the section titled **DISTRICT, Purchasing Bids, 2017-2018 school year, open bids** OR the SIGMA Website, www.michigan.gov/SIGMAVSS. Please feel free to include additional pages of information if necessary. For bids to be considered they must meet or exceed all specifications herein.

Sealed bids marked Dugout Renovations Bid will be received until 2:00 p.m. on the 3rd day of August, 2018, in the Business Office at the Board of Education complex, 15125 Farmington Road, Livonia, Michigan. Mailed bids should be sent to the attention of: Phillip Francis, Director of Operations, Livonia Public Schools, 15125 Farmington Road, Livonia, Michigan, 48154. **Livonia Public Schools is not liable for any delivery or postal delays.**

There will be a walk thru on July 26th, 2018 at 10:00 a.m., Churchill High School, 8900 Newburgh, Livonia, MI 48150.

The Bid Opening will take place at **2:00 p.m.** on the **3rd** day of **August, 2018** at the Livonia Public Schools Board of Education Complex, at which time all bids will be publicly opened and read. No bids will be accepted after the date and time specified and will not be opened. Oral, telephone, fax or electronic mail bids are invalid and will not receive consideration.

All bids must be accompanied by a sworn and notarized statement of disclosing any familial relationship that exists between the owner and any employee of the bidder and any member of the Livonia Board of Education, the Livonia Public Schools Superintendent or Director of Finance, any member of the Wayne RESA Board of Education or the Superintendent of Wayne RESA. **No bid shall be accepted that does not include this sworn and notarized disclosure statement.**

All bids must be accompanied by a sworn and notarized Affidavit of Compliance – Iran Economic Sanctions Act. **No bid shall be accepted that does not include this sworn and notarized statement.**

All bids must be accompanied by the Equal Opportunity Statement. **No bid shall be accepted that does not include this statement.**

This is a Prevailing Wage Bid.

All bids must include a Treasury listed bid bond or certified check made payable to Livonia Public Schools for not less than five percent (5%) of the contract for each bid over \$23,230.00 and must be submitted with the bid forms furnished with specification.

All bids must be submitted on the forms provided in the bid packet and all sheets must be returned for the bid. All proposals shall remain firm for a period of ninety (90) days.

The Board of Education reserves the right to accept or reject any or all bids, either in whole or in part: to award to other than the low bidder: to waive any irregularities and/or informalities: and in general to make awards in any manner deemed to be in the best interests of the district, including awarding by line item, with rationale to support such a decision. Livonia Public Schools local preference resolution will be followed for all proposals.

Prices bid are to be **F.O.B. Destination**. All purchases are to be exempt from all taxes, including state and federal taxes. Exemption certificates will be furnished upon request.

Any bid submitted will be binding for ninety (90) days subsequent to the date of the bid submission. All bids must be submitted on the attached bid form and signed by the bidder. Two (2) signed copies of the bid package are to be addressed to the attention of:

Phillip Francis, Director of Operations
Livonia Public Schools
15125 Farmington Road
Livonia, MI 48154-5474
"Dugout Renovations Bid"

One (1) copy of the bid package should be retained for your files.

Any questions **regarding bid specifications** should be referred to Harry Lau, Administrator of Facilities and Operations, hlau@livoniapublicschools.org, 734.744.2511, between 8 a.m. and 3:30 p.m. EST.

LATE BIDS WILL NOT BE ACCEPTED

OFFICIAL BID REQUIREMENTS

Dugout Renovations Bid

NAME OF COMPANY _____

REPRESENTATIVE _____

BUSINESS ADDRESS _____

CITY, STATE, ZIP _____ DATE _____

The bidder above-mentioned declares and certifies:

- A. That said bidder is of lawful age and the only one interested in this bid; that no one other than said bidder has any interest herein.
- B. That this bid is made without any previous understanding, agreement or connection with any other person, firm or corporation making a bid for the same purpose, and is in all respects fair and without collusion or fraud.
- C. Bid prices **MUST** include ALL delivery charges.
- D. Specifications: Any deviation from the specifications set forth must be clearly identified and detailed on the bid proposal form; otherwise, it will be considered that items offered are in strict compliance with these specifications, and successful bidder will be held responsible. In the event that a supplier wishes to bid a voluntary alternate in addition to the base bid (and as a cost savings consideration for the District), such alternate shall be submitted with the bid, on separate sheets and labeled as such with a brief description of the difference and rationale. However, if any substitution or departure is not clearly noted and described, it will be understood that the bid intends to exactly meet the specifications.
- E. That the prices quoted herein are net and exclusive of all federal, state and municipal sales and excise taxes. **TAXES**- The successful company within this context is considered to be providing a service in which the company is the consumer of all equipment, supplies and materials used in providing this service. The company must pay tax on all equipment, supplies and materials used. When it comes to the affixation of materials to real property or the purchasing of services from a company, the school district's exemption does not flow through to the company who is the consumer of material for tax purposes. Any questions regarding this issue of tax, please contact the Michigan Department of the Treasury at 517.339.1123.
- F. All price proposals and delivery terms shall remain firm for ninety days after the date of bid opening and pricing should be based on current market value with agreement to invoice according to any price **reduction** that may occur prior to final delivery.
- G. District reserves the right to award this bid separately or in total, or for reasons of establishing uniformity, to other than the low bidder.
- H. No member of Livonia Public Schools Board of Education, or any officer, employee or person whose salary is payable in whole or in part from the treasury of said Board of Education is directly or indirectly interested in this bid or in the supplies, materials, equipment, work, services or any portion of the profits thereof to which it relates.
- I. The bid **MUST** be signed by an authorized company agent and submitted on the attached forms (**School District designed form**).
- J. Under penalty of perjury, the vendor bidding certifies that this bid has not been arrived at collusively or otherwise in violation of Federal or State anti-trust laws. The bidder also certifies that their bid is made without any previous understanding, agreement or connection with any other person, firm or corporation making a bid for the same purpose, and is in all respects fair and without collusion or fraud.

OFFICIAL BID REQUIREMENTS (continued):

K. All bids must be accompanied by the following three statements:

- 1) Familial Disclosure Statement – **sworn and notarized**.
- 2) Affidavit of Compliance – Iran Economic Sanctions Act – **sworn and notarized**.
- 3) Equal Opportunity Statement.

No bid shall be accepted that does not include all of these statements.

L. A bid bond executed by a U.S. Treasury listed surety company acceptable to the owner, or a cashier's check in the amount of 5% of the sum of the proposal payable to Livonia Public Schools shall be submitted with each proposal in excess of \$23,230.

M. Any error or omission found within this specification packet shall be communicated to all bidders as soon as possible. Bidders will not be allowed to take advantage of any errors or omissions in the specifications of this bid. Full instructions shall be given regarding any errors and omissions if called to the attention of Livonia Public Schools within two working days of the bid date.

N. Bidder must be a firm established not less than three (3) years in the field for which this bid is solicited.

O. Additional references may be requested after the bids are submitted. When requested, references are to be furnished as called for. Failure to honor this request will cause the bidder to be subject to rejection.

P. The undersigned certifies that the bid contained herein meets or exceeds specifications.

Signature _____ **Print Name** _____

Title _____ **Date** _____

**LIVONIA PUBLIC SCHOOLS
SWORN AND NOTARIZED FAMILIAL DISCLOSURE STATEMENT
Dugout Renovations Bid**

All bidders must complete the following disclosure in compliance with MCL 380.1267 and attach this information to the bid. The bid proposal will be accompanied by a sworn statement disclosing any familial relationship that exists between the owner or any employee of the bidder and any member of the Livonia Public Schools Board of Education, the Livonia Public Schools Superintendent or the Director of Finance, any member of the Wayne RESA Board of Education or the Superintendent of Wayne RESA. The District will not accept a bid proposal that does not include this sworn and notarized disclosure statement.

The members of the Livonia Public Schools Board are: Karen Bradford, Tammy Bonifield, Colleen Burton, Daniel Centers, Crystal Frank, Liz Jarvis, Mark Johnson. The Livonia Public Schools Superintendent is Andrea Oquist and the Director of Finance and Board Treasurer is Alison Smith.

The following are the familial relationship(s):

	Owner/Employee Name	Related to:	Relationship:
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____

Attach additional pages if necessary to disclose familial relationships

BIDDER'S FIRM NAME _____
BY (SIGNATURE _____
PRINTED NAME AND TITLE _____

STATE OF MICHIGAN)
)SS
COUNTY OF)

Subscribe and sworn before me on this _____

Day of _____, 20____, a Notary Public

In and for _____county,

Notary Public

My Commission expires_____

AFFIDAVIT OF COMPLIANCE – IRAN ECONOMIC SANCTIONS ACT

Michigan Public Act No. 517 of 2012

The undersigned, the owner or authorized officer of the below named contractor (the “Contractor”), pursuant to the compliance certification requirement provided in the Livonia Public Schools’ (the “School District”) Request For Proposals For **Athletic Field Renovation Bid** (the “RFP”), hereby certifies, represents and warrants that the Contractor (including its officers, directors and employees) is not an “Iran linked business” within the meaning of the Iran Economic Sanctions Act, Michigan Public Act No. 517 of 2012 (the “Act”), and that in the event Contractor is awarded a contract as a result of the aforementioned RFP, the Contractor will not become an “Iran linked business” at any time during the course of performing the work or any services under the contract.

The Contractor further acknowledges that any person who is found to have submitted a false certification is responsible for a civil penalty of not more than \$250,000.00 or 2 times the amount of the contract or proposed contract for which the false certification was made, whichever is greater, the cost of the School District’s investigation, and reasonable attorney fees, in addition to the fine. Moreover, any person who submitted a false certification shall be ineligible to bid on a request for proposal for three (3) years from the date it is determined that the person has submitted the false certification.

CONTRACTOR:

Name of Contractor

By: _____

Its: _____

Date: _____

STATE OF _____)
)ss.
COUNTY OF _____)

This instrument was acknowledged before me on the _____ day of _____, 20____, by _____.

, Notary Public

_____ County, _____

My Commission Expires: _____

Acting in the County of : _____

EQUAL OPPORTUNITY STATEMENT
Dugout Renovations Bid

Livonia Public Schools:

It is the publicly stated policy of _____ not to discriminate against any employee, applicant for employment, contractor, or material supplier, because of race, religion, national origin, ancestry or sex. With regard to employment, such non-discrimination includes, but not limited to, our (my) policies of recruitment, recruitment advertising, selection for apprenticeships or other training, rates of pay, promotion, transfer, lay-off or termination.

In all advertising for employment, subcontractors, or suppliers we (1) shall state all applicants or respondents will receive consideration without regard to race, religion, color, national origin, ancestry or sex.

We (I) understand that any contract for the Livonia Public Schools shall be in consideration of our maintaining the above mentioned non-discrimination policy.

We (I) understand that we (I) may be required to submit further information covering the race, color and work classification for our employees and those of subcontractors to be employed on this project.

NAME OF BIDDER (COMPANY): _____

SIGNATURE: _____

NAME: _____

TITLE: _____

SECTION 00 1115
SCOPE OF WORK

GENERAL NOTES (Applicable to All Bid Categories)

1. Bidder/Contractor shall be aware of and include the cost for, all State and Local laws, codes, ordinances, building rules and regulations, as are or may become applicable to the Work.
2. Contractor shall coordinate with other trades that affect the installation of the Work.
3. Bidders shall exclude costs of testing from bid unless required on the proposal form. Independent testing will be hired directly by the Owner/Owner's Representative and contractor shall cooperate with the testing agency.
4. Each contractor/subcontractors shall coordinate and cooperate with other contractors and independent testing firms for expedient completion of the work of this project.
5. Each contractor shall be solely responsible and make every effort to locate existing underground utilities. This shall include consulting with all local utility companies, using a signal locator prior to excavation for private utility lines and consulting with a private utility locating company.
6. The Scope of Work for each Bid Category includes cleaning and maintaining streets free of dirt, debris, mud, gravel caused by the construction operations as it pertains to their scope of work. Contractors shall be aware that local authorities intend to enforce local ordinances in this regard. Penalties resulting from contractor negligence in adhering to the State and Local ordinances, laws, codes shall be the responsibility of the Contractor.
7. The Scope of Work for each Bid Category includes strict adherence to the safety requirements as defined in the General Conditions and Supplementary General Conditions.
8. Each Contractor shall review existing building and site conditions prior to commencement of work and advise the Owner's Representative of any claim of changes in the work within seventy-two (72) hours therefore, or waive its right for claim of changes in the existing site conditions. Each Contractor shall be responsible for restoring site to its original conditions upon completion of their respective work.
9. All excess materials shall be legally disposed of off-site unless indicated otherwise.

SECTION 00 1115
SCOPE OF WORK

PROPOSAL A: DUGOUTS

CM Supplementary Conditions
General Conditions
Division 1 General Requirements
Division 2 Existing Conditions

Specification Section	02 4113	Demolition
Specification Section	03 3010	Portland Cement Concrete
Specification Section	04 0513	Mortar
Specification Section	04 2000	Unit Masonry
Specification Section	07 7100	Roof Specialties
Specification Section	09 9000	Painting
Specification Section	116838	Baseball Equipment
Specification Section	31 1000	Site Preparation
Specification Section	32 3100	Chainlink Fence- Galvanized
Specification Section	32 9227	General Lawn Restoration

General Scope of Work:

1. Requirements of items included under General Work to be completed by all contractors.
2. Provide all required engineering and layout as required to complete this work.
3. All engineering, layout and establishment of grade levels are the responsibility of this contractor.
4. Include all required permits and bonds.
5. Remove existing chainlink dugouts, metal roof, and footings at softball field. Remove and salvage existing windscreen and at dugout and turn over to Owner.
6. Remove existing dugout helmet cubbies and benches from baseball home dugouts at Churchill and Stevenson High Schools.
7. Provide all labor, materials and equipment necessary to construct the modular block dugouts as shown on the drawings.
8. Include foundations and flatwork required and all reinforcing materials.
9. Provide excavation and backfill required to complete this work and haul spoils offsite. Contractor should be prepared to recompact the foundation bearing soils with the proper equipment to achieve the recommended bearing pressures.
10. Install electrical/utility sleeves located within the scope of work and provide all new connections, and mounting of existing scoreboard control inside home dugout.
11. Provide dowel caps on all exposed rebar.
12. Furnish and install masonry reinforcing and grouting.
13. Furnish and install steel lintels and anchor bolts as required.
14. Furnish and install hollow metal doors, frames and hardware. Include grouting of all frames in masonry walls.
15. Provide all rough framing, sheathing and nailers, including roof sheathing. Work shall include providing new roofing for baseball dugouts at Stevenson High School.
16. Furnish and install coat hooks, helmet & bat cubbies in home dugouts as indicated.
17. Provide all labor, materials and equipment necessary for the complete installation of asphalt shingle roofing as detailed.
18. Furnish all labor, materials and equipment necessary for complete surface preparation, painting and finishing work including but not limited to sealing, block filling, priming and finish coats as required to complete the work as indicated on the drawings. Work shall include painting of baseball dugouts at Churchill High School and baseball dugouts at Stevenson High School.

SECTION 00 1115
SCOPE OF WORK

19. Contractor shall prepare surfaces to receive new material by washing, etching, sanding, filling or other procedures deemed necessary for a satisfactory installation.
20. Provide all required painting as indicated on plans. Colors to be selected by Owner.
21. Furnish and install new team benches.
22. Furnish and install new galvanized chainlink fencing in front of dugouts. Work shall also include minor modifications to enclose site at the Churchill softball dugouts.
23. Provide final cleaning, including washing of block and broom cleaning.
24. Furnish attic stock of materials in the amounts indicated in the specifications.
25. Provide all required closeout documents upon completion of project.
26. Strict enforcement of this contractor's requirement to provide timely clean-up, removal and disposal of all rubbish and debris generated by this trade during the work. Maintain a clean condition at all areas on site and free from dirt, mud, and gravel as it pertains to scope of work.
27. Provide required submittal items for approval.
28. **Note:** Milestone Schedule. This trade will be required to confirm a detailed schedule prior to award of this contract.

END OF SECTION 00 1115

SECTION 00 1115
SCOPE OF WORK

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SECTION 00 2113
INSTRUCTIONS TO BIDDERS

STANDARD FORM

The Standard Form of Instructions to Bidders, AIA Document A701, 1997 edition, issued by the American Institute of Architects, is part of this specification. Copies are on file and may be obtained at the office of the Architect.

TABLE OF ARTICLES

- | | |
|----------------------------|---|
| 1. Definitions | 6. Post-Bid Information |
| 2. Bidder's Representation | 7. Performance Bond and Payment Bond |
| 3. Bidding Documents | 8. Form of Agreement Between Owner and Contractor |
| 4. Bidding Procedures | 9. Description of Work |
| 5. Consideration of Bids | 10. Warranty & Indemnity |

The following includes modifications or additions to the above standard form which are applicable to this project.

ARTICLE 1DEFINITIONS

- 1.3 Addenda are written or graphic instruments issued prior to the execution of the Contract which modify or interpret the bidding documents, including Drawings and Specifications, by additions, deletions, clarifications or corrections. Addenda will become part of the Contract Documents when the Construction Contract is executed. All changes in cost resulting from addenda shall be included in proposals.

ARTICLE 2BIDDER'S REPRESENTATION

- 2.1.3 Each bidder, by making his bid, represents that he has visited the site and familiarized himself with the local conditions under which the work is to be performed. No claims for extra compensation shall be allowed due to failure of any Bidder to examine the conditions that exist at the building site nor for conditions or difficulties encountered in the execution of the work which may have been avoided by such examination.

In submitting his proposal, the Bidder also:

- represents that he has reviewed the work outlined in the Description of Work and fully understands the scope of the work required by interfacing Bid Categories as well as that required by Bid Categories covered in his proposal;
- acknowledges that the scope of the work is not necessarily restricted to a single trade, specification division, or section and that his proposal includes the work of all trades within the Bid Category or Categories covered in his proposal;

SECTION 00 2113
INSTRUCTIONS TO BIDDERS

- agrees that his proposal, if accepted by the Owner, will be the basis for a contract directly with the Owner and to enter into such contract in accordance with the intent of the Contract Documents.
- 2.1.5 The Bidder shall familiarize himself, prior to bidding, with the work requirements of all other contractors which precede, interface, follow, or are concurrent with the work of this Category.

ARTICLE 3

BIDDING DOCUMENTS

3.3 SUBSTITUTIONS

- 3.3.1 Each Bidder represents that his bid is based upon the materials and equipment described in the Bidding Documents.
- 3.3.2 The successful Contractor must include without approved substitution, all materials and equipment which are specifically identified by manufacturer's name, model or catalog number in the respective Specification Section. Where more than one (1) product or material manufacturer is specified, the Bidder may use the one of his choice in his base bid. It is required that Bidder indicated his choice of material by identifying same in check list attached to his proposal together with the cost attributed to such material. This cost shall be a part of Base Bid, not in addition thereto.

Other substitutions will be considered only when:

- A. Request of substitution by the Bidder is made seven (7) days prior to the bid opening and approval for such request is given in the form of an Addendum.
- B. Offered as a voluntary alternate presented on the Bidder's letterhead together with the amount to be deducted from his base proposal. The Owner may accept or reject such voluntary alternate based upon his best judgment.
- 3.3.2.1 Each such request shall include a complete description of their proposed substitute, the name of the material or equipment for which it is to be substituted, drawings, cuts, performance and test data and any other data or information necessary for a complete evaluation.
- 3.3.2.2 The Owner shall receive the benefit of all cost differences resulting from any substitution.
- 3.3.2.3 Any revisions necessary after substitutions of equipment or materials have been approved shall be the full responsibility of the Contractor without extra cost to the Owner.
- 3.3.4 Refer to Article 3.19 of Supplementary Conditions regarding substitutions after Award of Contract.

ARTICLE 4

BIDDING PROCEDURES

SECTION 00 2113
INSTRUCTIONS TO BIDDERS

4.1 PREPARATION OF BIDS

- 4.1.1 All bids must be prepared on the forms provided by the Architect and submitted in accordance with the Instructions to Bidders.

4.2 BID SECURITY

- 4.2.2 ANY BID NOT ACCOMPANIED BY A BID BOND, CERTIFIED OR CASHIER'S CHECK MAY BE REJECTED.

4.2.2.1 Either a CERTIFIED OR CASHIER'S CHECK on an open, solvent bank or a BID BOND issued by an approved bonding company payable to Livonia Public Schools in an amount equal to five percent (5%) of the bid shall be submitted with each proposal as liquidated damages if successful Bidder fails to sign contract and file necessary general insurance within fifteen (15) days after Notice of Award from Architect or Owner.

4.2.2.2 The bonding company on issuing a bid bond thereby obligates themselves to furnish a Performance, Labor and Material Bond within (10) ten days, in the full amount of the contract should subject Bidder be Low Bidder.

4.2.2.3 The bid deposit of all except the three (3) lowest responsible bidders will be returned within three (3) days after the opening of bids. The bid deposit of the three (3) lowest responsible bidder will be returned within 48 hours after the contract and their required bonds have been finally approved by the Owner.

- 4.2.3 (d) Contractor fails to provide required bonding and submit post-bid information required to determine contract award.

4.3 SUBMISSION OF BIDS

- 4.3.2.1 Proposals shall be addressed as follows:

Livonia Public Schools
15125 Farmington Road
Livonia, MI 48154

Attn: Mr. Phillip Francis, Director of Operations
DUGOUT RENOVATIONS BID

- 4.3.3 A bid is invalid if it has not been deposited at the designated location prior to the time and date for receipt of any bids indicated in the Advertisement for Bids, or prior to any extension thereof issued to the bidders.

- 4.3.5 The contractor shall include in the bid and contract price all Sales Taxes and Use Taxes currently imposed by Legislative enactment and as administered by the Department of Revenue on the Bid Date. If the Contractor is not required to pay or bear the burden, or obtains a refund or drawback in whole or in part of any Sales or Use Tax, Interest or Penalty thereon, which was required to be and was deemed to have been included in the bid and contract price, the contract price shall be reduced by the amount thereof and the amount of such a reduction whether as a refund or otherwise, shall insure solely to the benefit of the Owner.

SECTION 00 2113
INSTRUCTIONS TO BIDDERS

- 4.3.6 If required, a Bidder shall submit to the Architect a properly executed Contractor's qualification statement prior to receipt of proposals. Requested material may include the following:

Bidder's performance record, list of construction equipment, financial statement covering a period of two (2) years and any additional information required to satisfy the Owner that the Contractor is qualified to fulfill the Contract.

- 4.3.7 Within one (1) hour after the completion of the opening of the bids, the General Contractors who submitted the three lowest bids must submit a list of the names of each subcontractor who will provide labor or a portion of the work or improvement to the Contractor for which he will be paid an amount exceeding 5 percent of the prime Contractor's total bid or \$40,000 whichever is greater. If the General Contractor fails to submit such a list within the required time, his bid shall be deemed not responsive.

4.4 MODIFICATION OR WITHDRAWAL OF BID

- 4.4.1 Unless otherwise provided in any supplement to these Instructions to Bidders, no Bidder shall modify, withdraw or cancel his bid or any part thereof for ninety (90) days after the time designated for the receipt of bids in the Advertisement for Bids.

4.4.2.1 Prior to receipt of the bids, Addenda will be mailed or delivered to each person or firm recorded by the Architect as having received the bidding documents and will be available for inspection wherever the bidding documents are kept available for that purpose. Addenda issued after receipt of bids will be mailed or delivered only to the selected bidder.

ARTICLE 5

CONSIDERATION OF BIDS

5.2 REJECTION OF BIDS

- 5.2.1 The Bidder acknowledges the right of the Owner to reject any or all bids and to waive any informality or irregularity in any bid received. In addition, the Bidder recognizes the right of the Owner to reject a bid if the Bidder failed to furnish any required BID SECURITY, or to submit the data required by the Bidding Documents, or if the bid is in any way incomplete or irregular.

5.3 ACCEPTANCE OF BID (AWARD)

- 5.3.1 Emphasis is placed upon the fact that the Owner's decision regarding award of contracts will be influenced by such factors as quality, completion time, construction features, his best judgment of value, etc., and not entirely upon cost, and further, shall reserve the right to accept or reject any or all bids and to waive irregularities in proposals.
- 5.3.3 Contracts will be awarded based upon proposals received for one Bid Category only or for all work combined under a single proposal.
- 5.3.4 Time is the essence of the Contract. It is understood that the work is to be carried through to completion with the utmost speed, consistent with good workmanship. The work of all trades shall be complete on days indicated except for minor replacement, correction or adjustment items which will not interfere with the complete operation and utilization of all

SECTION 00 2113
INSTRUCTIONS TO BIDDERS

parts of the contract work. The time of completion will be an important factor in determining award of the contract. Failure to comply with the construction document will result in rejection of the bid and/or cancellation of award.

- 5.3.5 Amounts entered in Proposal for Breakdowns or Unit Costs are subject to award, unless specifically noted otherwise.

ARTICLE 6

POST-BID INFORMATION

6.3 SUBMITTALS

- 6.3.1 Upon request by the Architect, the selected Bidder, within seven (7) days thereafter, shall submit the following:
- 6.3.1.1 A designation of the work to be performed by the Bidder with his own forces. Not to exceed a 5% markup for self performed and 10% for subcontracted work, material, and labor
 - 6.3.1.2 A list of names of the Sub-Contractors or other persons or organizations (including those who are to furnish the materials or equipment fabricated to a special design) proposed for such portions of the work as may be designated, the names of the Sub-Contractors proposed for the principal portion of the work.
 - 6.3.1.3 A statement of costs for each major item or work included in the bid or in detail as requested by the Architect.
- 6.3.2 The Bidder will be required to establish to the satisfaction of the Architect and Owner the reliability and responsibility of the proposed Sub-Contractors to furnish and perform the work described in the divisions of the Specifications pertaining to such proposed Sub-Contractor's respective trades.
- 6.3.3 Prior to the Award of Contract, the Architect will notify the Bidder in writing if either the Owner or the Architect, after due investigation, has reasonable and substantial objection to any person or organizations on such list and refuses in writing to accept such person or organization. The Bidder may, at this option, withdraw his bid without forfeiture of bid security, notwithstanding anything to the contrary contained in Paragraph 4.3.3. If the Bidder submits an acceptable substitute with an increase in his bid price to cover the difference in cost occasioned by such substitution the Owner may, at his discretion, accept the increased bid price or he may disqualify the Bidder.
- 6.3.4 Sub-Contractors, manufacturers, material suppliers and other persons and organizations proposed by the Bidder and accepted by the Owner and Architect must be used on the work for which they were proposed and accepted and shall not be changed except with written approval of the Owner or Architect. Failure to provide the information, as stated, will result in rejection of bid and/or cancellation of award (post-award).

ARTICLE 7

PERFORMANCE BOND AND PAYMENT BOND

SECTION 00 2113
INSTRUCTIONS TO BIDDERS

7.1 BOND REQUIREMENTS

- 7.1 The Owner shall require the Bidder to furnish bonds covering the faithful performance of the Contract and the payment of all obligations arising there under in such form and amount as the Owner may prescribe and with such sureties secured through the Bidder's usual sources as may be agreeable to the parties. Premiums shall be paid by the Bidder. The bonding companies are to be limited to those listed on U.S. Department of Treasury Circular 570. All surety bonds will be checked for validity before an Award will be made. If for any reason the bonds are not valid, the selected Contractor's Proposal will be null and void.

7.2 TIME OF DELIVERY AND FORM OF BONDS

- 7.2.1 The Bidder shall deliver the required bonds to the Owner not later than (10) ten days from the date of intent to enter the contract, or if the work is commenced prior thereto in response to a letter of intent or Notice of Award, the Bidder shall, prior to commencement of the work, submit evidence satisfactory to the Owner that such bonds will be issued.

- 7.2.2.1 All successful Bidders, except those noted above, shall be required to furnish Performance and Labor and Material Bonds in the following amounts:

1. Performance Bond in the full amount of the contract insuring the faithful performance of all provisions of the contract and the satisfactory completion of the work embraced there under within the time agreed upon, and the covering of guarantees herein provided for. This bond shall also insure the Owner against defective material or workmanship in any work under the contract for a period of two (2) years after completion and acceptance of the project.
2. Payment Bond in the full amount of the contract for the protection of sub-contractors, labor and material men

- 7.2.4 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his Power of Attorney indicating the monetary limit of such power.

ARTICLE 10

WARRANTY AND INDEMNITY

10.1 WARRANTY

- 10.1 All work shall be guaranteed in writing against defects in workmanship and materials for two (2) years from issuance by the Board of Education's architect of the Certificate of Substantial Completion, or approval, acceptance and final payment by the Board of Education, whichever occurs first.

10.2 INDEMNITY

- 10.2 Contractor shall indemnify, defend and hold the Livonia Public Schools harmless from any damages to property or personal injuries resulting from or reasonably attributable to any defects in supplies or services provided by contractor hereunder.

SECTION 00 2300
SCHEDULE AND PHASING

PART 1 - GENERAL**1.1 RELATED DOCUMENTS**

- A. Attention is directed to Division 00 Procurement and Contracting Requirements, and to Division 01 General Requirements which are hereby made a part of this section.

1.2 MILESTONE SCHEDULE

- A. The following are the milestone schedule dates for the listed work and will become part of the Contract Documents. A Master Construction Schedule will be developed after award of contract(s) with Contractor input.

MILESTONE ACTIVITY	SCHEDULED START	SCHEDULED COMPLETION
Dugouts - Churchill	August 28, 2018	September 28, 2018
Dugouts - Stevenson	September 7, 2018	September 26, 2018

- B. Close coordination will be required between all construction trades to ensure construction operations can be completed within the scheduled time.
- C. It is expressly agreed that time is of the essence for the completion of Work and Contractor agrees to perform the Work within the designated time specified. Contractor is responsible for any damage and expenses arising or resulting from the failure of Contractor to perform the Work in accordance with the specifications and milestone schedule.

1.3 CONSTRUCTION SCHEDULE PROCESS

- A. Contractor shall commence work in the field within five (5) days upon receiving a "Notice to Proceed" from Foresite Design, Inc. Contractor shall be responsible for performing and completing the Work to the approval of the Owner and Foresite Design, Inc..
- B. Contractor shall submit to Foresite Design, Inc. within fifteen (15) days upon Award of Contract, information including but not limited to scheduling, anticipated work activities and working days, shop drawings and shall also note issues relating to availability of materials.
- C. If Contractor delays progress for any reason other than delays specifically excused under the Contract Documents, Contractor shall take any and all necessary actions to expedite its Work and maintain the project schedule at no additional expense to the Owner or Foresite Design, Inc.
- D. Contractor agrees that it shall have no claim against the Owner or Foresite Design, Inc. for an increase in awarded contract price nor for a payment or allowance of any kind for damage, loss, or expense arising from delays, regardless of whether the delay is the basis for an extension of time. This provision includes claims from damages, loss, or expense arising from interruptions to necessary suspension of Contractor's Work to enable others to perform their work.
- E. The Contractor shall be back-charged an observation fee of \$1,000.00 per day for each day that the Contractor fails to meet the projected deadlines, weather permitting, and through no fault of the Owner, or Foresite Design, Inc.
1. Observation Fees, as agreed upon by Owner, Contractor and Architect, will be deducted from Contractor's direct Contract with the Owner and fees paid by the Owner to Foresite Design, Inc.

SECTION 00 2300
SCHEDULE AND PHASING

END OF SECTION 00 2300

SECTION 00 4200
PROPOSAL FORMPROPOSAL FOR: DUGOUT RENOVATIONS 2018
CHURCHILL & STEVENSON HIGH SCHOOLSPROPOSAL TO: LIVONIA PUBLIC SCHOOLS
15125 Farmington Road
Livonia, MI 48154

Attn: Mr. Phillip Francis, Director of Operations

ARCHITECT: FORESITE DESIGN, INC
3269 Coolidge Highway
Berkley, MI 48072
248-547-7757
Email: mike@foresitedesign.com

SUBMITTING CONTRACTOR: _____

ADDRESS: _____

PHONE: _____ / FAX: _____

EMAIL: _____

1. BASE PROPOSAL

I have carefully examined the bidding documents which include the Instructions to Bidders, all drawings title "**Livonia Public Schools**" and all various addenda numbered _____ to _____ as prepared by FORESITE DESIGN, INC. which cover the general and architectural trades, as well as the premises and conditions affecting this work.

The undersigned proposes to furnish all labor, materials and equipment, all utilities, transportation services and taxes for the general construction as indicated under each proposal in accordance with said documents for the sum(s) provided below.

Within one (1) hour after the completion of the opening of the bids, the Contractors who submitted the three lowest bids must submit a list of the names of each subcontractor who will provide labor or a portion of the work or improvement to the Contractor for which he will be paid an amount exceeding 5 percent of the prime Contractor's total bid or \$40,000 whichever is greater. If the Contractor(s) fail to submit such a list within the required time, his bid shall be deemed not responsive.

A. PROPOSAL A COMPLETEPROPOSAL A : BASE BID \$ _____

(written sum)

Dollars

SECTION 00 4200
PROPOSAL FORM**2. ALTERNATES (N/A)****3. TIME OF COMPLETION**

The undersigned understands and agrees that time is of the essence and that all services and installation of all work and materials provided for in the contract must be fully completed on or before the following dates:

Proposal A: Dugouts

Start-
Complete-

August 28, 2018
September 28, 2018

4. VOLUNTARY ALTERNATES

The following alternates are offered at this time for the consideration of the Owner. If accepted, the Base Proposal will be changed by the amount listed.

A. _____

Add to or Delete from Base Proposal Amount: \$ _____

B. _____

Add to or Delete from Base Proposal Amount: \$ _____

C. _____

Add to or Delete from Base Proposal Amount: \$ _____

5. PRICE GUARANTEE

The Undersigned agrees that its proposal shall not be withdrawn and the price stated in the Proposal is guaranteed for ninety (90) consecutive days from the bid date.

6. TAXES

The undersigned acknowledges that the prices stated above include all applicable taxes of whatever character or description.

7. ADDENDA

If any Addenda covering changes to the Bidding Documents have been received during the bidding period, the bidder shall fill in their numbers and dates which acknowledge having received the same, and having included in this proposal the work involved.

No. 1 Dated _____

No. 2 Dated _____

No. 3 Dated _____

8. NEGOTIATION

The Undersigned agrees that, should the overall cost exceed the funds available, it will be willing to negotiate with the Owner for the purpose of making further reductions in the Contract Work, and shall agree to give full credit for all such reductions in the work requested by the Owner, including full value of labor, materials, and subcontract work and reasonable proportionate reductions in overhead and profit, thereby arriving at an agreed upon Contract price.

SECTION 00 4200
PROPOSAL FORM**9. UNIT PRICES**

All unit prices quoted shall include the sum total of all additional costs of labor, material, overhead, profit, fees, general conditions, and such other costs incidental to the work described. Any increase in cost must be approved by the Owner in writing prior to work being performed.

For all revisions involving the deletion of Contract work, it is agreed that full credit shall be given the Owner for such work deleted on a unit basis as quoted hereinafter.

UNIT PRICE BID PROPOSAL A (DUGOUTS)

A.	Over excavation and spoil removal	\$ _____	Truck cu. yard (cy)
B.	Helmet Cubby	\$ _____	Each
C.	Bat Storage Container	\$ _____	Each
D.	Portland Cement Concrete	\$ _____	Cubic yard (cy)

Any increased cost based on the unit prices must be approved by Owner's written change order prior to starting work. Quantities must be confirmed by a Testing Agency or Architect and the Owner.

10. LIQUIDATED DAMAGES PROVISION

Contractor shall complete the entire work and obtain a Certificate of Substantial Completion by the substantial completion date indicated on the Proposal Form. Contractor and Owner agree that if the Certificate of Substantial Completion is obtained later than the date, the following liquidated provisions apply. The project completion date shall be adjusted by an amount of time properly documented in Change Orders. If the Owner and Contractor do not agree with the adjustment in Contract time due to Change directives, such adjustment shall be determined by the Architect.

A. SITE OBSERVATION FEE

If the Contractor fails to obtain the Certification of Substantial Completion for the Project by the Project Completion Date (as adjusted pursuant to this paragraph), the Contract Sum payable to the Contractor will be reduced in the amount of \$1000.00 for each day that the issuance of the Certificate of Occupancy exceeds the Project Completion Date, weather permitting and through no fault of the Owner or Foresite Design, Inc.

11. RIGHTS RESERVED BY OWNER

The Owner reserves the unconditional right to waive any irregularities, reject any or all proposals or to accept proposals which in the judgment of the Owner will serve the best interests of the Owner. The Owner reserves the right to award to a Contractor based on factors other than low bid.

12. PROPOSAL GUARANTEE (BID BOND)

Is required: Refer to AIA Document A701-1997 "Instruction to Bidders"

Amount: 5% of contract sum

13. CONTRACT SECURITY (Performance and Labor & Material Payment Bond)

Is required: Refer to AIA Document A701-1997 "Instruction to Bidders"

Amount: 100% of contract sum

SECTION 00 4200
PROPOSAL FORM**14. CONTRACT EXECUTION**

The Undersigned agrees to execute a Contract for work covered by this Proposal as provided for in the Bidding Documents. The Undersigned declares the legal status indicated below:

☐ Individual

☐ Partnership, having the following partners:

1. _____
2. _____
3. _____

☐ Corporation, Incorporated under the laws of the State of _____

The Undersigned affirms that:

- A. This proposal is based upon the materials and construction, equipment, etc., named or described in the specifications.
- B. The address, given below, is the legal address to which all notices, directions, or other communications may be served or mailed.
- C. Its proposal is made in good faith, without collusion or connection with any other person or persons bidding for the same work, and that the process quoted herein include all terms, insurance, royalties, transportation charges, allowances, taxes, use of all tools and equipment, overhead, profit, etc., necessary to fully complete the work in accordance with the Contract Documents.

- 15.** The Contractor shall hold harmless from and indemnify the Owner and Architect against all claims, suits, actions, costs, counsel fees, expenses, damages, judgments or decrees, by reason of any person or persons or property being damaged or by the Contractor, or any other employed under said Contractor, in any capacity during the progress of the work whether by negligence or otherwise.

The Undersigned agrees to live up to the above specifications and gives the Owner the right to deduct the cost of any damage caused by faulty work and any item conflicting with good workmanship from the final payment.

If notified of acceptance of this proposal, the undersigned agrees to execute a contract for the above work, for the above stated compensation, in form of the standard form of the AIA.

FIRM NAME: _____

ADDRESS: _____

SIGNED: _____

NAME: _____

TITLE: _____

TELEPHONE: _____

FAX: _____

EMAIL: _____

DATE: _____

Return TWO (2) signed copies.

The Owner reserves the unconditional right to waive any informality or irregularity, reject any or all proposals, or to accept proposals which in the judgment of the Owner will serve its best interests, and to make in its judgment a determination as to the adequacy of the Contractor's qualifications, experience, and capability.

SECTION 00 4200
PROPOSAL FORM

CONTRACTOR QUALIFICATIONS

1. Years in Business: _____years
(This company and this business)
2. Minimum Experience – at least three (3) comparable (similar) projects of similar size and cost, with customer reference.

Project Name: _____

Location: _____

Cost: _____

Year: _____

Contact Name: _____ Title: _____

Phone: _____ Email: _____

Project Name: _____

Location: _____

Cost: _____

Year: _____

Contact Name: _____ Title: _____

Phone: _____ Email: _____

Project Name: _____

Location: _____

Cost: _____

Year: _____

Contact Name: _____ Title: _____

Phone: _____ Email: _____

SECTION 00 4336
LIST OF SUBCONTRACTORS

TO BE COMPLETED BY BIDDER:

Project: Dugout Renovations 2018

	Proposal A – Dugouts
--	----------------------

COMPLETE LIST OF SUBCONTRACTORS BIDDER WILL BE USING:

_____ Company Name	_____ Company Name
_____ Contact Name	_____ Contact Name
_____ Address	_____ Address
_____ City, State Zip	_____ City, State Zip
_____ Phone #	_____ Phone #
_____ Fax #	_____ Fax #
_____ Company Name	_____ Company Name
_____ Contact Name	_____ Contact Name
_____ Address	_____ Address
_____ City, State Zip	_____ City, State Zip
_____ Phone #	_____ Phone #
_____ Fax #	_____ Fax #
_____ Company Name	_____ Company Name
_____ Contact Name	_____ Contact Name
_____ Address	_____ Address
_____ City, State Zip	_____ City, State Zip
_____ Phone #	_____ Phone #
_____ Fax #	_____ Fax #

(USE ADDITIONAL SHEETS AS REQUIRED)

SECTION 00 4336
LIST OF SUBCONTRACTORS

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SECTION 00 6513
MATERIAL COMPLIANCE CERTIFICATE

PROPOSAL A – _____

This document serves as guarantee by the contractor that all products, devices, materials, etc. used or intended for use in the project are as approved for use in the Specifications issued by Foresite Design, Inc. for Livonia Public Schools – Churchill HS Athletic Improvements 2018. Furthermore, no additional formal shop drawings will be necessary unless specifically requested by Livonia Public Schools or Foresite Design, Inc. Items listed below are approved products and no substitutions have been made without written permission by Foresite Design, Inc. (please attach). By signing this document, the contractor is committed to use products required by the contract documents.

LIST SPECIFICATION #, ITEM, MANUFACTURER AND MODEL #

Spec Section	Item	Manufacturer	Model #

Contractor: _____

Signature: _____

Date: _____

Print Name: _____

Title: _____

Reviewed by: _____

Date: _____

SECTION 00 6513
MATERIAL COMPLIANCE CERTIFICATE

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SECTION 00 7400
AGREEMENT BETWEEN OWNER AND CONTRACTOR

The "Agreement between Owner and Contractor", AIA Document A105, Fifteenth Edition, 2007 is attached after this section.

END OF SECTION 00 7400

SECTION 00 7400
AGREEMENT BETWEEN OWNER AND CONTRACTOR

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DRAFT

AIA[®] Document A105[™] – 2007

***Standard Form of Agreement Between Owner and Contractor for
a Residential or Small Commercial Project***

AGREEMENT made as of the «____» day of «_____» in the year «Two Thousand Eighteen.»

(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

«Livonia Public Schools»
«15125 Farmington Road
Livonia, MI 48154 »

and the Contractor:

(Name, legal status, address and other information)

<< >><< >>
 << >>
 << >>

for the following Project:

(Name, location and detailed description)

«Livonia Public Schools»
«
»

The Architect:

(Name, legal status, address and other information)

«Foresite Design, Inc. »« »
3269 Coolidge Highway
Berkley, MI 48072»
«248 547-7757 »

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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

State or local law may impose requirements on contracts for home improvements. If this document will be used for Work on the Owner's residence, the Owner should consult local authorities or an attorney to verify requirements applicable to this Agreement.

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION DATE
3	CONTRACT SUM
4	PAYMENT
5	INSURANCE
6	GENERAL PROVISIONS
7	OWNER
8	CONTRACTOR
9	ARCHITECT
10	CHANGES IN THE WORK
11	TIME
12	PAYMENTS AND COMPLETION
13	PROTECTION OF PERSONS AND PROPERTY
14	CORRECTION OF WORK
15	MISCELLANEOUS PROVISIONS
16	TERMINATION OF THE CONTRACT
17	OTHER TERMS AND CONDITIONS

ARTICLE 1 THE CONTRACT DOCUMENTS

§ 1.1 The Contractor shall complete the Work described in the Request for Proposal dated _____ including Addenda No. 1 dated _____, No. 2 dated _____ (collectively “the RFP”), including Advertisement or Invitation to Bid, Instructions to Bidders, Drawings and Specifications, and the Contract Documents for the Project, as well as in the Contractor’s Proposal in response to the RFP dated _____, which Proposal is incorporated herein by reference, the Post-Bid Interview dated _____, this Agreement (hereinafter referred to as the “Agreement” or “Contract”), and Conditions of the Contract (General, Supplementary and other Conditions). The Contract Documents consist of:

- .1 this Agreement signed by the Owner and Contractor;
- .2 the Drawings and Specifications prepared by the Architect, dated and enumerated as follows:

Drawings:		Title	Date

Specifications:

Section	Title	Pages

- .3 addenda prepared by the Architect as follows:

Number	Date	Pages
Addendum No. 1		
Addendum No. 2		

- .4 written orders for changes in the Work issued after execution of this Agreement; and
- .5 other Contract Documents, if any, identified as follows:
 - «Exhibit A – NOT USED
 - Exhibit B – Schedule of Values
 - Exhibit C – Unit Prices
 - Exhibit D – Allowances included in the Contract Sum
 - Exhibit E – List of Subcontractors and Suppliers whose subcontract value is \$10,000 or above
 - Exhibit F – Project Preliminary Construction Schedule
 - Exhibit G – Contractor's Certificate of Insurance»

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

The number of calendar days available to the Contractor to substantially complete the Work is the Contract Time. The date of commencement of the Work shall be the later of the Notice to Proceed is issued by the Owner or the date of this Agreement and after insurance certificates and bonds, if applicable, are delivered to the Owner unless otherwise indicated below. The Contractor shall substantially complete the Work within « _____ » (« _____ ») calendar days from the date of commencement, all subject to adjustment as provided in Article 10 and Article 11.

(Insert the date of commencement, if it differs from the date of this Agreement.)

«Anticipated Date of Commencement is _____»

100% Completion for the Project described in this Agreement is to be no later than _____.»

ARTICLE 3 CONTRACT SUM

§ 3.1 Subject to additions and deductions in accordance with Article 10, the Contract Sum is:

«The Lump Sum is _____ Dollars (\$ _____). The total Lump Sum amount includes all Work and cost associated with such Work per Article 3.6 of this Agreement and as detailed in the RFP.

All Work performed under this Agreement shall meet prevailing wage requirements.»

§ 3.2 For purposes of payment, the Contract Sum includes the following values related to portions of the Work:
As set forth in Exhibit B of this Agreement.

§ 3.3 Unit prices, if any, are as follows:

(Identify and state the unit price; state the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
See Exhibit C – Unit Prices		

§ 3.4 Allowances included in the Contract Sum, if any, are as follows:

(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
See Exhibit D – Allowance included in the Contract Sum	

§ 3.5 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

« _____ »

§ 3.6 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work. The term “Work” consists of all goods and services, such as labor, transportation, materials, tools, and equipment (i) to be incorporated into the Project (or the Contractor's portion of the Project if the Contractor is not responsible for the entire Project), (ii) required of the Contractor under the Contract Documents, or (iii) necessary or appropriate to fully construct, fixture, operate and maintain the Project (or the Contractor's portion of the Project if the Contractor is not responsible for the entire Project). The Work shall be performed in accordance with the Contract Documents. The Work may constitute the whole or a part of the Project. The term “Work” shall also include labor,

materials, equipment and services provided or to be provided by subcontractors, sub-subcontractors, material suppliers or any other entity for whom the Contractor is responsible under or pursuant to the Contract Documents.

ARTICLE 4 PAYMENT

§ 4.1 Based on Contractor's Applications for Payment certified by the Architect, the Owner shall pay the Contractor, in accordance with Article 12, as follows:

(Insert below timing for payments and provisions for withholding retainage, if any.)

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

«Ending on the fifteenth (15th) day of each month. »

§ 4.1.2 Provided that an Application for Payment is received by the Architect not later than the «last» day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the «last» day of the «following» month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than «forty-five» («45») days after the Architect receives the Application for Payment.

§ 4.1.2.1 Intentionally Deleted

§ 4.1.1 RETAINAGE. Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of «ten» percent («10» %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of «ten» percent («10» %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment.

§ 4.1.2 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such Work and unsettled claims; and
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable. »

§ 4.2 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate below, or in the absence thereof, at the legal rate prevailing at the place of the Project.

Prime interest rate as published in the Wall Street Journal on the first day of the month when owed payment become delinquent; however, shall not exceed twelve percent (12%) per annum.

ARTICLE 5 INSURANCE AND BOND

§ 5.1 The Contractor shall provide Contractor's general liability and other insurance as follows:

(Insert specific insurance requirements and limits.)

Type of insurance

Workers' Compensation

Employer's Liability:

Bodily Injury by Accident:
Bodily Injury by Disease, Policy Limit
Bodily Injury by Disease, Each Employee

Limit of liability (\$0.00)

Statutory

\$1,000,000.

\$1,000,000.

\$1,000,000.

General Liability:	
Each Occurrence (Bodily Injury and Property Damage)	\$1,000,000.
Personal & Advertising Injury	\$1,000,000.
Medical Payments Coverage	\$5,000.
Fire Damage Liability	\$100,000.
General Aggregate	\$2,000,000.
Products & Completed Operations Aggregate	\$2,000,000.
Excess Umbrella Liability:	
Each Occurrence	\$1,000,000.
General Aggregate	\$1,000,000.
Automobile Liability:	
a. Bodily Injury - Each Person	\$1,000,000.
Each Accident	\$1,000,000.
b. Property Damage – Each Accident	\$1,000,000.
or	
c. Combined Single Limit – Each Accident	\$2,000,000.
(Bodily Injury and Property Damage)	

In addition, Contractor shall provide insurance which includes the following terms and conditions:

General Liability

- Owner, its consultants and their respective directors, officers and employees shall be additional insureds for operations per ISO CG 20 10 10 01, or its equivalent.
- Owner, its consultants and their respective directors, officers and employees shall be additional insureds for completed operations per ISO CG 20 37 10 01, or its equivalent.
- Contractor shall have its insurer amend the policy to provide that Contractor's general liability shall be primary and without contribution from each additional insured's insurance policies.
- Contractor and its insurers shall provide a Waiver of Subrogation as to each additional insured.
- Completed operations insurance and additional insured status shall be maintained for a period of no less than two (2) years after final completion of the Work under this Agreement.

Umbrella / Excess Liability

- Owner, its consultants and their respective directors, officers and employees shall be additional insureds for operations.
- Owner, its consultants and their respective directors, officers and employees shall be additional insureds for completed operations.
- Contractor and its insurers shall provide a Waiver of Subrogation as to each additional insured.
- Completed operations insurance and additional insured status shall be maintained for a period of no less than two (2) years after final completion of the Work under this Agreement.

Automobile Liability:

- Insurance shall apply to all owned, non-owned, hired and borrowed vehicles.
- Owner, its consultants and their respective directors, officers and employees shall be additional insureds.
- Contractor and its insurers shall provide a Waiver of Subrogation as to each additional insured.

Additional Requirements:

- Contractor shall require all subcontractors and/or their agents to maintain the insurance requirements set forth between Owner and Contractor except
 - o Umbrella / Excess Liability Insurance shall not be less than \$1,000,000.

§ 5.1.1 Contractor shall require all subcontractors and/or their agents to name Owner, its Owner Representative, and their respective directors, officers, and employees as additional insureds as forth in insurance requirements between Owner and Contractor.

§5.1.2 Insurance coverage and surety bond required under the Agreement shall be written with insurance and surety carriers authorized to do business in the State of Michigan. Insurance coverage and surety bonds shall be in a form

and provided by an insurer acceptable to the Owner with an A.M. Best rating of A, XII or better and shall name the Owner, Owner's consultants, and all applicable Construction Team members as an "additional insured".

§5.1.3 The Contractor shall furnish Payment and Performance bonds covering faithful performance of the Contract and payment of obligations arising thereunder. Bonds may be obtained through the Contractor's usual source, and the cost thereof shall be included in the Cost of the Work. The amount of each bond shall be equal to one hundred percent (100%) of the Contract Sum. The Contractor shall deliver the required bonds to the Owner at least three (3) days before the commencement of any Work at the Project site. The Contractor shall only subcontract with Subcontractors that are trustworthy, financially able, and have a track record in successfully completing trade works of similar size and complexity.

§5.1.4 Insurance coverages, shall be written on an occurrence basis, and shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents. The insurance policy's definition of "occurrence" must also include [coverage or claims for] improper construction or faulty workmanship if the resulting damage occurs without the insured's expectation or foresight.

§ 5.2 The Owner shall provide property insurance to cover the value of the Owner's property, including any Work provided under this Agreement. The Contractor is entitled to receive an increase in the Contract Sum equal to the insurance proceeds related to a loss for damage to the Work covered by the Owner's property insurance.

§ 5.3 The Contractor shall obtain an endorsement to its general liability insurance policy to cover the Contractor's obligations under Section 8.12.

§ 5.4 Each party shall provide certificates of insurance showing their respective coverages prior to commencement of the Work.

§ 5.5 Unless specifically precluded by the Owner's property insurance policy, the Owner and Contractor waive all rights against (1) each other and any of their subcontractors, suppliers, agents and employees, each of the other; and (2) the Architect, Architect's consultants and any of their agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance or other insurance applicable to the Work.

§ 5.6 Each member of the Construction Team shall be solely responsible for insuring against any loss or damage to all owned, borrowed or rented property, including but not limited to tools, materials, supplies, equipment, forms, scaffolding, towers, staging, bunkhouses and other temporary structures including their contents, which do not form a permanent part of the Project. The Owner shall in no event be liable for any loss or damage to any of the aforementioned items, or the Work connected with the Contractor, or employees, agents or servants of same, which is not to be included in and remain a permanent part of the Project.

ARTICLE 6 GENERAL PROVISIONS

§ 6.1 THE CONTRACT

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification in accordance with Article 10.

§ 6.2 NOT USED

§ 6.3 INTENT

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

§ 6.4 OWNERSHIP AND USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

Documents prepared by the Architect are instruments of the Architect's service for use solely with respect to this Project. All plans, Drawings, Specifications, computations, sketches, data, surveys, models, photographs, renderings, and other like materials relating to the services ("Documents") shall become the property of the Owner at the

conclusion of the Project, or termination of the services of the Contractor, whichever is earlier, and shall be delivered to the Owner clearly marked and identified in good order. The Owner may use the Documents in connection with the Project, including maintenance, repair, or expansion of the Project or as a reference for other projects, but the Contractor and the Architect shall incur no liability for the Owner's use of the Documents other than in connection with the Project.

ARTICLE 7 OWNER

§ 7.1 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 7.1.1 If requested by the Contractor the Owner shall furnish required surveys and a legal description of the site.

§ 7.1.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, the Owner shall obtain and pay for other necessary approvals, easements, assessments and charges.

§ 7.2 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work which is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

§ 7.3 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor fails, defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a three (3) day period after receipt of written notice from the Owner to commence and continue correction of such failure, default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, including any claim against the Contractor's Performance Bond, correct such deficiencies. In such case, the Contract Sum shall be adjusted to deduct the cost of correction from payments due the Contractor.

§ 7.4 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 7.4.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project.

§ 7.4.2 The Contractor shall coordinate and cooperate with the Owner's own forces and separate contractors employed by the Owner.

§ 7.4.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the party responsible therefor.

ARTICLE 8 CONTRACTOR

§ 8.1 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 8.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 8.1.2 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies or omissions discovered to the Architect and Owner.

§ 8.1.3 Prior to submitting its Proposal, the Contractor shall have studied and compared the Contract Documents and shall have reported to the Architect any error, inconsistency or omission in the Contract Documents. It will be presumed that the Contractor's Proposal and the Contract Sum include the cost of correcting any such error, inconsistency or omission, which could have been discovered by the exercise of reasonable diligence. Unless the Contractor establishes that such error, inconsistency or omission could not have been discovered by the exercise of reasonable diligence, the Contractor will make such corrections without additional compensation so that the Work is fully functional.

§ 8.2 CONTRACTOR'S CONSTRUCTION SCHEDULE

The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's Construction Schedule for the Work.

§ 8.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 8.3.1 The Contractor shall employ and assign to the Project a competent and experienced superintendent to be on-site full-time to supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work. The Contractor shall inspect the Work of the trade contractors on the Project as it is being performed until final completion and acceptance of the Project by the Owner to assure that the Work performed and the materials furnished are in accordance with the Contract Documents and that Work on the Project is progressing on schedule. In the event that the quality control testing should indicate that the Work, as installed, does not meet the requirements of this Project, the Owner shall determine the extent of the Work that does not meet the requirements and the Contractor shall direct the trade contractors(s) to take appropriate corrective action, and advise the Owner of the corrective action.

§ 8.3.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Owner or Architect have made a timely and reasonable objection.

§ 8.3.3 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors, Sub-subcontractors at any tier, and their respective agents and employees, and other persons performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors or Sub-subcontractors at any tier. References in the Contract Documents to obligations or acts or omissions of Contractor shall apply to the Subcontractors, Sub-subcontractors at any tier, suppliers, materialmen, and those employees and agents, irrespective if they are identified.

§ 8.4 LABOR AND MATERIALS

§ 8.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.

§ 8.4.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 8.5 WARRANTY

The Contractor warrants to the Owner and Architect that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents.

§ 8.6 TAXES

The Contractor shall pay sales, consumer, use franchise, commercial activities, and similar taxes that are legally required when the Contract is executed. Sales and use taxes are included in the Cost of the Work. All other taxes are part of Contractor's overhead. The Contract Sum includes all applicable taxes and the Contract Sum shall not be modified as a result of Contractor's failure to include all such applicable taxes, or a change in Contractor's tax liability. The Contractor shall pay all state and federal taxes levied on its business, income or property and shall make all contributions for social security and other wage or payroll taxes. The Contractor shall be solely responsible for such payments and shall indemnify the Owner and hold it harmless from any assessment and payment of the same.

§ 8.7 PERMITS, FEES AND NOTICES

§ 8.7.1 The Contractor shall obtain and pay for the building permit and other permits and governmental fees, licenses, bonds, and inspections necessary for proper execution and completion of the Work.

§ 8.7.2 The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Architect and Owner in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules and regulations.

§ 8.8 SUBMITTALS

The Contractor shall promptly review, approve in writing and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents. Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

§ 8.9 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents and the Owner.

§ 8.10 CUTTING AND PATCHING

§ 8.10.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

§ 8.10.2 Only tradespersons skilled and experienced in cutting, fitting and patching shall perform such Work. An appropriate member of the Construction Team shall do all cutting, fitting or patching on the Work that may be required to make its several parts come together properly and fit the Work to receive or be received by work of other contractors shown by, or reasonably implied by, the Contract Documents for the completed Project. An appropriate member of the Construction Team shall repair or otherwise make good all such cutting, fitting, or patching after the required Work has been completed as the Architect may direct.

§ 8.10.3 The Contractor shall not cut or otherwise alter any portion of any structure of which the Work is a part or to which the Work is attached without in each instance having first submitted to the Owner Shop Drawings accurately locating each such cut or alteration. The Architect's approval of such Shop Drawings must be obtained prior to making any such cut or alteration.

§ 8.11 CLEANING UP

§ 8.11.1 GENERAL ONGOING CLEANUP. The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery and surplus material; and shall properly dispose of waste materials.

§ 8.11.2 FINAL CLEANUP

§ 8.11.2.1 Unless the Contract Documents require a higher standard, the Contractor shall leave all Work installed or modified under the Agreement and all existing materials and surfaces affected by the Work and each area of the Project Site clean to the satisfaction of the Owner. This shall include at a minimum: complete dusting, sweeping, vacuuming, mopping, polishing, and other activities as necessary to remove all dust, dirt and other construction residues, and removal of all tools and equipment, construction debris, rubbish, surplus materials, and restoration of any disturbed areas.

§ 8.11.2.2 NOT USED

§ 8.12 INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the Owner, its Board of Education, its Board Members, in their official and individual capacities, its administrators, employees, agents, contractors, successors and assignees, the Architect, Architect's consultants and agents and employees of any of them from and against any and all claims, suits, debts, demands, actions, judgments, liens, costs, expenses, damages, losses, injuries and liabilities, including actual attorneys' fees and actual expert witness fees, arising out of or in connection with Contractor's performance of the Work pursuant to the Contract and/or from Contractor's violation of any of the terms of the Contract, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

ARTICLE 9 ARCHITECT

§ 9.1 The Architect will provide administration of the Contract as described in the Contract Documents. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 9.2 The Architect will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.

§ 9.3 The Architect will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

§ 9.4 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor.

§ 9.5 The Architect shall make timely recommendations to the Owner regarding the rejection of Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect may require inspection or testing of the Work in accordance with the provisions of the Contract Document, whether or not such Work is fabricated, installed or completed.

§ 9.6 The Architect will promptly review and approve or take appropriate action upon Contractor's submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 9.7 The Architect will promptly interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request from either the Owner or Contractor.

§ 9.8 Interpretations and decisions of the Architect will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by the Contractor and will not be liable for results of interpretations or decisions rendered in good faith.

§ 9.9 The Architect's duties, responsibilities and limits of authority as described in the Contract Documents shall not be changed without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

ARTICLE 10 CHANGES IN THE WORK

§ 10.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly in writing. If the Owner agrees to a change in the Contract Sum, the Owner shall pay the Contractor its actual cost plus reasonable overhead and profit, but not to exceed ten percent (10%) on changes in the Work performed by a Subcontractor and five percent (5%) for changes in the work performed by the Contractor. Changes in the Work shall not be performed by Contractor without the Owner's authorization to proceed.

§ 10.2 The Architect will have authority to order minor changes in the Work not involving changes in the Contract Sum or the Contract Time and not inconsistent with the intent of the Contract Documents. Such orders shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall carry out such orders promptly.

§ 10.3 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to reasonable adjustment as mutually agreed to by both parties in writing.

ARTICLE 11 TIME

§ 11.1 Time limits stated in the Contract Documents, and particularly in Exhibit F, Project Preliminary Construction Schedule, are of the essence of the Contract. The Contractor, as part of its Contract Sum, promptly after being awarded the Contract, shall prepare and submit to the Owner and Architect a proposed Construction Schedule, to serve as a schedule for the performance of the Work. Except with the Owner's written approval, the Construction Schedule shall maintain the critical path and milestones and deadlines established in the Project Preliminary Construction Schedule. The Construction Schedule shall not exceed time limits current under the Contract Documents, shall be reviewed and, if appropriate, revised monthly or at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 11.2 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, the Contract Time shall be subject to equitable adjustment.

ARTICLE 12 PAYMENTS AND COMPLETION

§ 12.1 CONTRACT SUM

The Contract Sum stated in the Agreement, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 12.2 APPLICATIONS FOR PAYMENT

§ 12.2.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment for Work completed in accordance with the values stated in the Agreement. Such Application shall be supported by data substantiating the Contractor's right to payment as the Owner or Architect may reasonably require. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing. Payment to Contractor for materials stored off site is discouraged. Contractor shall prepare the Application for Payment using AIA Standard Form G702 and G703 accompanied by required conditional and unconditional lien releases from the Contractor, subcontractors, suppliers, and deliver to the Architect for review and approval.

§ 12.2.2 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests.

§ 12.2.3 Contractor's first Application of Payment is considered incomplete unless in addition to the requirements described in Sections 12.2.1 through 12.2.2, all of the following completed items are also included with the Application of Payment: (1) Performance and Payment Bonds, if required; (2) Certificate of Insurance, as required; (3) Affidavits that the surety and insurance company or companies meets the requirements in Article 5; (4) Construction Schedule for the Project; (5) Completed Schedule of Value for the Project.

§ 12.2.4 In addition to the requirements described in Section 12.2.1 through 12.2.2, all Applications for Payment shall also include (1) a Schedule of Values that updated all approved Change Order amounts added and deducted, if applicable, since the last Application for Payment, and (2) an updated Project Construction Schedule that shows actual progress of the Work through the period covered by the current Application for Payment, and clearly identifying any portion of the Work that is behind schedule. If any portion of Work that is behind schedule, the Contractor shall also include with the Application for Payment a schedule recovery plan to bring the Work back on schedule in the next thirty (30) days.

§ 12.2.5 The Owner shall have the right to withhold sufficient amount from the Application for Payment for unacceptable, defective, deficient, or non-conforming Work ("Disputed Work") after notifying the Contractor. The Contractor shall promptly remedy the Disputed Work. Owner shall promptly render payment for such Disputed Work after the Contractor has cured and the Owner has accepted the remedied Disputed Work.

§ 12.3 CERTIFICATES FOR PAYMENT

The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part.

§ 12.4 PROGRESS PAYMENTS

§ 12.4.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner provided in the Contract Documents.

§ 12.4.2 The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

§ 12.4.3 Neither the Owner nor the Architect shall have responsibility for payments to a subcontractor or supplier.

§ 12.4.4 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.

§ 12.4.5 Except with the Owner's prior approval the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the Site.

§ 12.4.6 Whenever the Owner reasonably determines, after notice to the Contractor, that there is a basis for concern that payments properly owing to any Subcontractor, sub-subcontractor, supplier or laborer are not being made on a timely basis, the Owner may elect, but shall not be obligated, to make payments to the joint order of the Contractor and such Subcontractor, supplier or laborer with any such payments satisfying any payment obligation otherwise owing by the Owner to the Contractor. The Owner may also elect at any time to require that payments be made through a construction escrow, in which event the Contractor shall supply all customary forms and indemnities as may be required to satisfy the conditions to disbursement established by the applicable escrowee. All requirements relating to payments and retainages, and applicable submittals to be made by the Contractor, shall be subject to reasonable modification and approval of any lender of the Owner supplying funds to the Project.

§ 12.4.7 Whenever the Owner reasonably determines, after notice to the Contractor, that there is a basis for concern that payments properly owing to any Subcontractor, sub-subcontractor, supplier or laborer are not being made on a timely basis, and the Owner elects to make payments to the joint order of the Contractor and such Subcontractor, supplier or laborer with any such payments satisfying any payment obligation otherwise owing by the Owner to the Contractor, the Owner shall be able to back charge the Contractor twenty-five dollars (\$25.00) for each such issued joint checks to partially defray Owner's administrative time and expenses. If the Owner and Contractor agree to establish a construction escrow payment account, the Owner shall be able to back charge the Contractor for reasonable administrative time and expenses for establishing and administering such an escrow account. The Owner shall be able to deduct such back charges from payment(s) to the Contractor.

§ 12.5 SUBSTANTIAL COMPLETION

§ 12.5.1 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.

§ 12.5.2 When the Work or designated portion thereof is substantially complete, the Architect will make an inspection to determine whether the Work is substantially complete. When the Architect determines that the Work is substantially complete the Architect shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish the responsibilities of the Owner and Contractor, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 12.6 FINAL COMPLETION AND FINAL PAYMENT

§ 12.6.1 Upon receipt of a final Application for Payment, the Architect will inspect the Work. When the Architect finds the Work acceptable and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment.

§ 12.6.2 Final payment shall not become due until the Contractor submits to the Architect releases and waivers of liens, As-Built Drawings showing changes in the Work made during construction, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests or encumbrances arising out of the Contract.

§ 12.6.3 Acceptance of final payment by the Contractor, a subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

§ 12.6.4 Amounts withheld from the final payment to cover any incomplete Work are not considered retainage and

shall not be paid to the Contractor until the Work is actually completed and accepted by the Owner. Such withholdings shall not be less than 150% of the estimated cost to complete the Work.

§ 12.6.5 The Owner shall have the right to deduct from the Final Payment due the Contractor all costs, including additional fees paid to Owner's consultants, which the Owner incurred as result of and attributed to Contractor's failure to fully complete and/or closeout the Project within sixty (60) days following Substantial Completion.

§ 12.6.6 Unless otherwise agreed to by the Owner, in writing, the Owner shall not be responsible for costs incurred by the Contractor beyond sixty (60) days following Substantial Completion.

ARTICLE 13 PROTECTION OF PERSONS AND PROPERTY

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury or loss to employees on the Work, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

ARTICLE 14 CORRECTION OF WORK

§ 14.1 The Contractor shall promptly correct Work rejected by the Architect as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement and additional testing.

§ 14.2 In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of two (2) years after Substantial Completion, correct Work not conforming to the requirements of the Contract Documents.

§ 14.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.3.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 ASSIGNMENT OF CONTRACT

§ 15.1.1 Neither party to the Contract shall assign the Contract as a whole without written consent of the other, except that the Owner may, without consent of the Contractor, assign the Contract to Owner's parents, subsidiaries, successor, affiliates, or lenders providing construction financing for the Project, if the assigned assumes the Owner's rights and obligations under the Contract Document. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 15.1.2 The Contractor shall not assign the whole or any part of the Agreement, or any monies due or to become due, without the express written consent of the Owner. If the Contractor, with the Owner's consent, assigns all or any part of the Agreement or any monies due or to become due, the instrument of assignment shall contain a clause satisfactory to the Owner and stating that it is agreed that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to the prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the Work called for in the Agreement.

§ 15.2 TESTS AND INSPECTIONS

§ 15.2.1 At the appropriate times, the Contractor shall arrange and bear cost of tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 15.2.2 If the Architect requires additional testing, the Contractor shall perform those tests.

§ 15.2.3 The Owner shall bear cost of tests, inspections or approvals that do not become requirements until after the Contract is executed.

§ 15.3 GOVERNING LAW

The Contract shall be governed by the law of the State of Michigan.

§ 15.3 *Intentionally Deleted*

ARTICLE 16 TERMINATION OF THE CONTRACT

§ 16.1 TERMINATION BY THE CONTRACTOR

If the Architect fails to certify payment as provided in Section 12.3 for a period of thirty (30) days through no fault of the Contractor, or if the Owner fails to make payment as provided in Section 12.4.1 for a period of thirty (30) days, the Contractor may, upon thirty (30) additional days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit on the portion of the Work completed to the date of termination.

§ 16.2 TERMINATION BY THE OWNER FOR CAUSE

§ 16.2.1 The Owner may terminate the Contract if the Contractor

- .1 refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
- .3 disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
- .4 is otherwise guilty of substantial breach of a provision of the Contract Documents.

§ 16.2.2 When any of the above reasons exist, the Owner may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may

- .1 take possession of the site and of all materials thereon owned by the Contractor, and
- .2 finish the Work by whatever reasonable method the Owner may deem expedient.

§ 16.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 16.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished and determination of the sum due pursuant to Section 16.2.4.

§ 16.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

§ 16.2.5 If the Owner erroneously or improperly terminates the Contractor for cause, then the Owner's action shall be deemed to be a termination for convenience, subject to the provisions of Section 16.3.

§ 16.3 TERMINATION BY THE OWNER FOR CONVENIENCE

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination.

ARTICLE 17 OTHER TERMS AND CONDITIONS

(Insert any other terms or conditions below.)

§ 17.1 In the event of any conflict between this Agreement and the other Contract Documents, the terms that of this Agreement shall govern.

§ 17.2 In the event of any inconsistency or ambiguity between this Agreement and the other Contract Documents, the terms that requires a higher standard of performance by the Contractor shall prevail.

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

§ 17.4 The Contractor shall provide daily full-time, on-site field supervision during the entire construction phase. The Contractor agrees to assign the following listed project team members, as listed in their respective capacities to the Project:

Contractor shall promptly notify the Owner if services of any one of the listed team members become unavailable due to circumstances beyond the Contractor's control – e.g., extended illness or disability, death, or termination of employment, etc. No substitution of any of the above listed project team members shall be made without the prior written consent of the Owner; and before any such substitution the Contractor shall submit to the owner a detailed justification supported by the qualification of any proposed replacement. Owner shall have the right to interview and select alternate team member(s) employed by the Contractor to replace the unavailable team member. Contractor shall agree to provide the services of the alternate team member(s) selected by Owner. Contractor is not entitled to additional compensation for any such substitution(s) of the project team members. The Owner reserves the right to require the replacement of any or all of the above listed team members for cause; and the Contractor shall provide suitable replacement or replacements upon two (2) weeks' notice, subject to interview and acceptance by the Owner.

§ 17.5 As part of Contract Sum, the Contractor shall conduct a post-occupancy audit twelve (12) months following the Date of Substantial Completion and thereafter provide call-back services for a period of twenty four (24) months.

§ 17.6 Contractor's Proposal dated _____, is attached hereto by reference is incorporated herein. In the event of any inconsistency or ambiguity between this Agreement and the Contractor's Proposal and representations, the terms that requires a higher standard of performance by the Contractor shall govern.

§ 17.7 *Intentionally Deleted*

§ 17.8 The Owner, being a public body, shall render required decisions within a reasonable time after being requested to do so by the Contractor. The Contractor, assisted by the Architect, shall prepare and submit all recommendations for which approval is required by Owner as soon as reasonably possible unless another schedule is agreed to by the Owner, in writing. The Contractor shall not cause unreasonable delays in the orderly progress of the Work.

§ 17.9 The Contractor shall develop a plan and to administer an effective labor relations program for the Project in order to ensure labor harmony and to avoid labor disputes during construction. The Owner does not and cannot require the Contractor to employ union labor on the Project. Therefore, if it is necessary that the Contractor enters into a project labor agreement to ensure labor harmony and avoid labor dispute during construction, the Contractor shall have the discretion to do so.

§ 17.10 The Contractor shall indemnify, defend and hold the Owner harmless from any claim, damage, loss or expense, including but not limited to actual attorney fees, incurred by the Owner related to any hazardous material or waste, toxic substance, pollution or contamination brought into the Project site or caused by the Contractor or used, handled, transported, stored, removed, remediated, disturbed or dispersed of by Contractor. Notwithstanding anything regarding hazardous materials, the Contractor acknowledges and fully understands that the scope of this Work includes the proper removal and proper disposal of all hazardous materials, including but not limited to any construction debris containing asbestos, PCBs, etc., as required by applicable federal, state, and local laws, rules, regulations and directives by governmental agencies having jurisdiction over the Project and Project site.

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

§ 17.12 GOVERNMENT AGENCY'S IMMUNITY FROM TORT LIABILITY. Notwithstanding any provisions within the Contract Documents, no provisions shall be deemed a waiver of any immunity granted the Owner, being a governmental unit, by statute, including, without limitation. (MCL 691.1407 / ORC 2743.02)

§ 17.13 INDEMNIFICATION. The Owner, being a governmental unit, is sheltered by the Michigan Void Construction Contracts Act, Act 165 of 1966, an Act that invalidates certain requirements for indemnity in the construction industry. (MCL §691.991, Sec. 1)

This Agreement entered into as of the day and year first written above.
(If required by law, insert cancellation period, disclosures or other warning statements above the signatures.)

« »

LIVONIA PUBLIC SCHOOLS,

OWNER (Signature)

«Phillip Francis, Director of Operations»« »

(Printed name, title and address)

CONTRACTOR (Signature)

« »« »

« »

(Printed name, title and address)

LICENSE NO.:

JURISDICTION:



FILE TRANSFER AGREEMENT

Project: LIVONIA DUGOUT RENOVATIONS 2018

Project Number:

Specific Type of Work:

FORESITE DESIGN, INC. (FDI) AGREEMENT FOR THE TRANSFER OF INSTRUMENTS OF SERVICE (ELECTRONIC FILES) TO _____.

As per your request, we will provide electronic files for your convenience and use in preparing for your specific work related to the above referenced project, subject to the following terms and conditions:

Hard Copy Instruments

These electronic files are not construction documents. Differences may exist between these electronic files and corresponding hard-copy construction documents. We make no representation regarding the accuracy or completeness of the electronic files you receive. In the event that a conflict arises between the signed or sealed hard-copy construction documents prepared by us and the electronic files, the signed or sealed hard-copy documents shall govern. You are responsible for determining if any conflicts exist. By your use of these electronic files, you are not relieved of your duty to fully comply with the contract documents, including, and without limitation, the need to check, confirm and coordinate all dimensions and details, take field measurements, verify field conditions and coordinate your work with that of other contractors for the project.

If addendums, bulletins, construction change directives, change orders, and/or any other change is formally issued to the contract documents, it is your responsibility to request updated CAD files if so needed. FDI will not automatically forward the updated files to you.

Electronic Data Transfer

Our electronic files are compatible with: AutoCAD Release 2010 and 2004. We make no representation as to the compatibility of these files with your hardware or your software beyond the specified release of the referenced specifications. Other software programs may have been used in the development of the drawings and design of the project. FDI will not release any of this associated software for use with the electronic files.

Because information presented on the electronic files can be modified, unintentionally or otherwise, we reserve the right to remove all indicia of ownership and/or involvement from each electronic display.

Data contained on these electronic files are part of our instruments or service and shall not be used by you or anyone else receiving these data through or from you for any purpose other than as a convenience in preparing your work for the above referenced project. Any other use or reuse by you or by others will be at your sole risk and without liability or legal exposure to us. You agree to make no claim and thereby waive, to the fullest extent permitted by law, any claim or

cause of action of any nature against us, our officers, directors, employees, agents or sub-consultants that may arise out of or in connection with your use of the electronic files.

Furthermore, you shall, to the fullest extent permitted by law, indemnify and hold us harmless against all damages. Liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or resulting from your use of these electronic files.

Computer Viruses

Computer viruses are a real and serious threat to all computer users. FDI takes steps to detect and eliminate computer viruses from our system and the diskettes that are made available to our clients and colleagues. Since computer viruses can attach at any time, FDI strongly urges its clients and colleagues to back-up their important data frequently and to take steps to detect viruses from any of the files that we make available. Even though FDI takes prudent steps to prevent the attachment of computer viruses to its electronic media, we cannot guarantee this.

If an electronic file is requested and provided by FDI, it is specifically understood and agreed that use of electronic media provided by FDI is done so at the sole risk of the user and the user is responsible for testing for and eliminating computer viruses from any files provided by FDI.

Service Fee

A service fee of **\$150.00** shall be remitted to Foresite Design, Inc. prior to delivery of the electronic files.

Under no circumstances shall delivery of the electronic files for use by you be deemed a sale by us, and we make no warranties, either expressed or implied, of merchantability and fitness for any particular purpose. In no event shall we be liable for any loss of profit or any consequential damages as a result of your use or re-use of these electronic files.

Architect:

Agreed by:

(signing below indicates that we have read and agree to both pages of this agreement)

Foresite Design, Inc.

Company Name

Bruce Lemons, RLA
Principal

Authorized Signature and Title

Date: _____

Date: _____

SECTION 01 2300
ALTERNATES**PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for alternates as proposed by the Landscape Architect. The bidder proposes the following Voluntary Alternates for the sums to be deleted from the Base Bid as stated below:

1. Voluntary Alternates or Substitutions proposed by Bidders will not form the Base Bid Proposal Price

- B. VOLUNTARY ALTERNATE NO. 1:

Which would save the Owner:

_____ () Dollars

- C. VOLUNTARY ALTERNATE NO. 2:

Which would save the Owner:

_____ () Dollars

1.3 DEFINITIONS

- A. Alternate: An amount proposed by bidders and stated on the Proposal Form for certain work defined in the Bidding Requirements that may be added to or deducted from the Base Bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment or installation methods described in the Contract Documents.
1. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternate into the work, No other adjustments are made to the Contract Sum.

SECTION 01 2300
ALTERNATES

- B. Voluntary Alternate: Bidders proposing voluntary alternates and substitutions will not be recognized as part of the Base Bid Price. Owner may review voluntary proposal with the successful Bidder.

1.4 PROCEDURES

- A. Coordination: Modify or adjust affected adjacent work as necessary to completely integrate work of the alternate into the project.
1. Include as part of each alternate, miscellaneous products, equipment, and similar items incidental to or required for a complete installation whether or not indicated as part of the alternate.
- B. Notification: Immediately following award of Contract, notify each party involved of the status of each alternate. Indicate if alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated modifications to alternates.
- C. Execute accepted alternates under the same conditions as other work of the Contract.
- D. Schedule: A schedule of Alternates is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION

3.1 SCHEDULE OF ALTERNATES

- A. None

END OF SECTION 01 2300

SECTION 01 2619
CLARIFICATION REQUEST

**DUE FIVE DAYS PRIOR TO BID DUE DATE
NO LATE CLARIFICATION REQUESTS WILL BE ACCEPTED.**

Project: DUGOUT RENOVATIONS 2018

DATE: _____

	Proposal A – Dugouts
--	----------------------

To: Foresite Design Inc.
3269 Coolidge Hwy.
Berkley, MI 48072
Office: (248) 547-7757

FROM:

Company Name

Contact Name

Address

City, State Zip

Phone #

Fax #

CLARIFICATION:

1. _____

2. _____

3. _____

RESPONSE:

1. _____

2. _____

3. _____

SECTION 01 2619
CLARIFICATION REQUEST

**DUE FIVE DAYS PRIOR TO BID DUE DATE
NO LATE CLARIFICATION REQUESTS WILL BE ACCEPTED.**

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SECTION 01 3523
SAFETY REQUIREMENTS

PART 1 - GENERAL**1.1 DESCRIPTION**

- A. Safety is the responsibility of each individual Contractor. Each Contractor shall comply with all local safety ordinances and MI-OSHA regulations and requirements while performing the Work.
- B. Each Contractor is required to submit Material Safety Data Sheets (MSDS) to the Construction Manager, to be used for reference only, prior to transporting the material/chemical on site. In addition, it is the responsibility of each Contractor to maintain and accessible MSDS file for their employees, subcontractors, and suppliers on site.
- C. Each Contractor shall submit evidence of an Employer Safety Program that complies with current MI-OSHA regulations and requirements prior to beginning any contract Work.
- D. The Contractor and their Sub-Contractor(s) and suppliers shall take all necessary precautions to ensure the safety of the public and of workers on the job, and to prevent accidents or injury to any persons, on about, or adjacent to the premises where the Work is being performed. The Contractor and the Sub-Contractor(s) and suppliers shall comply with Federal or State OSHA regulations and all other laws, codes, ordinances, and regulations relative to safety and the prevention of accidents.
- E. The Contractor shall designate a responsible representative at the job site as a Safety Representative who shall be responsible for the promotion of safety and prevention of accidents, and shall enforce all applicable laws, ordinances, codes, rules, regulations and standards pertaining to safety and prevention of accidents.
- F. Each Contractor shall submit their Experience Modification Rating (EMR) to the Construction Manager. In addition, the Contractor is responsible to provide to the Construction Manager a listing of any MIOSHA violations or citations they have received in the past 5 years.
- G. Upon award of Contract, Contractor must provide Construction Manager with a 'Safety Manual'. Record copy of safety manuals will be retained onsite. Safety Manual shall include the following, but not limited to:
 - Loss Control Program
 - Hazard Communication Program
 - Respiratory Protection Program
 - Necessary Forms Needed to Adequately Perform Job

END OF SECTION 01 3523

SECTION 01 3523
SAFETY REQUIREMENTS

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SECTION 01 4100
REGULATORY REQUIREMENTS

PART 1 - GENERAL

1.1 PERMITS AND INSPECTION FEES

- A. The Contractor will secure and pay for all general building permits.
- B. All soil erosion and DEQ permits, mechanical, and electrical permits shall be applied for, secured, and paid for by the Contractor requiring such permits.
- C. Any other specialized permits or inspection fees (i.e. utility taps or fees) shall be applied for, secured, and paid by the Contractor requiring such permits.

1.2 INSPECTIONS

- A. Any Contractor requiring special inspection by the State or other agency shall arrange and schedule the inspection and give a minimum of 48 hour notice to the Construction Manager, Architect, or Engineer.
- B. Partial occupancy permits may be applied for by the Owner. All Contractors will cooperate and assist in securing and maintaining partial occupancy permits.
- C. Mechanical and electrical Contractors shall review their specifications to comply with all special testing and inspections.
- D. Where the Contract Documents require inspections, tests or approvals of the Work to be made by an independent testing agency or laboratory or an independent professional consultant, the independent testing agency or laboratory or independent professional consultant shall be satisfactory to the Architect, Engineer and Construction Manager.
- E. Each contractor shall inspect work of others which will receive or is adjacent to their work before commencing their work. Do not proceed until conditions which would result in a less than satisfactory installation are corrected. Commencing work shall constitute as acceptance of the work or others by the contractor as satisfactory to receive their work.

END OF SECTION 01 4100

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SECTION 01 56 00
CLEANING

PART 1 - GENERAL**1.1 DESCRIPTION**

- A. Work Included: Each Contractor shall, throughout the construction period, maintain the buildings and site in a standard of cleanliness as described in this Section.

B. Related Work:

1. Documents affecting work of this Section include, but are not limited to, General Conditions, Supplementary Conditions, and Section in Division 1 of these Specifications
2. In addition to Standards described in this Section, comply with requirements for cleaning as described in other pertinent Sections of these Specifications.

1.2 QUALITY ASSURANCE

- A. Conduct daily inspection, and more often if necessary, to verify that requirements for cleanliness are being met.
- B. In addition to standards described in this Section, comply with pertinent requirements of governmental agencies having jurisdiction.

PART 2 - PRODUCTS**2.1 CLEANING MATERIALS AND EQUIPMENT**

- A. Each Contractor shall provide required personnel, equipment, and materials needed to maintain the specified standard of cleanliness

2.2 COMPATIBILITY

- A. Use only the cleaning materials and equipment which are compatible with the surface being cleaned, as recommended by the manufacturer of the material.

PART 3 - EXECUTION**3.1 PROGRESS CLEANING**

- A. General; the Contractor shall:
1. Retain stored items in an orderly arrangement allowing maximum access, not impeding traffic or drainage, and providing protection of materials from weather.
 2. Not allow accumulation of scrap, debris, waste material, and other items not required for construction of this Work either inside the building nor on the property surrounding the work site.
 3. At least once a week, and more often if necessary completely remove all scrap, debris, and waste material from the building and facility. If a dumpster is required for this work, it shall be paid for by the Contractor(s).
 4. Provide adequate storage for all items awaiting removal from the job site, observing requirements for fire protection and protection of the ecology.

SECTION 01 56 00
CLEANING

B. Site:

1. Daily, and more often if necessary, inspect the site and pickup all scrap, debris, and waste material. Remove items to the place designated for their storage. Contractor shall dry sweep street(s) affected by construction traffic as directed, for the duration of the construction.
2. Weekly, and more often if necessary, inspect all arrangements of materials stored on the site. Restack, tidy or otherwise service arrangements to meet the requirements as noted above. Contractor shall water/wet sweep street(s) affected by construction traffic once a week, for the duration of the construction.
3. Maintain the site in a neat and orderly condition at all times.

C. Structures:

1. Weekly, and more often if necessary, sweep sidewalks, City roads, as directed.
 - a. "Clean: for the purposes of this subparagraph, shall be interpreted as meaning free from dust and other material capable of being removed by use of reasonable effort, hand-held broom, and heavy-duty vehicle sweeper.
2. Protect existing structures, finishes and materials. Should work occur near existing structures or finishes, Contractor shall ensure materials are left clean. Any damage caused by the Contractor shall be repaired or replaced by Contractor as directed by the Architect, at no additional cost to the Owner.
 - a. "Clean", for the purpose of this subparagraph, shall be interpreted as meaning free from foreign material which, in the opinion of the Architect, may be injurious to the finished material.

3.2 FINAL CLEANING

- A. "Clean" for the purpose of this Article, and except as may be specifically provided otherwise, shall be interpreted as meaning the level of cleanliness generally provided by skilled cleaners using commercial quality equipment and materials.
- B. Prior to completion of Work, remove from the job site, all tools, surplus materials, equipment, scrap, debris and waste. Location of surplus materials for Owner use shall be coordinated with Owner prior to Contractor leaving site.

END OF SECTION 01 4100

SECTION 01 7301
FIELD ENGINEERING

PART 1 - GENERAL**1.1 RELATED DOCUMENTS**

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

1.2 WORK INCLUDED

- A. Upon receipt of contract award, contractors are responsible to provide and pay for additional field engineering services required including all survey work.
- B. All survey work related to the project shall be completed by one (1) Surveyor.

1.3 QUALIFICATIONS

- A. Registered Professional Surveyor, acceptable to Owner, Construction Manager and Engineer.

1.4 SURVEY/ EXISTING CONDITIONS PLAN

- A. Survey documents provided are based on past survey work and historic drawings and field verification. Contractor shall field verify horizontal and vertical site conditions. Any discrepancies in documents shall be immediately reported to Owner's Representative, Construction Manager, and Engineer prior to the start of construction.

1.5 SURVEY REFERENCE POINTS

- A. Contractor shall establish control points prior to starting site work. Contractor shall protect and preserve all control and reference points during construction.
- B. Make no changes or relocation without prior written notice to Owner's Representative, Construction Manager, and Engineer.
- C. Report to Owner's Representative, Construction Manager, and Engineer when any reference point is lost or destroyed, or requires relocation because of necessary changes in grades or locations.
- D. Contractor shall be required to replace project control points which may be lost or destroyed.

1.6 RECORDS

- A. Maintain a complete, accurate log of all control and survey work as it progresses.

SECTION 01 7301
FIELD ENGINEERING

1.7 SUBMITTALS

- A. Submit name and address of Surveyor to Construction Manager.
- B. On request of Construction Manager, Owner's Representative or Engineer, submit documentation to verify accuracy of field engineering work.
- C. Submit certificate signed by Registered Surveyor certifying that elevations and locations of improvements are in conformance, or non-conformance, with Contract Documents.
- D. Provide "As-Built" drawings reflecting any changes illustrated on the contract documents.

PART 2 – PRODUCTS – Not Applicable

PART 3 – EXECUTION – Not Applicable

END OF SECTION 01 7301

SECTION 01 7700
PROJECT CLOSEOUT

PART 1 - GENERAL**1.1 SUMMARY**

- A. Comply with requirements stated in Conditions of the Contract and in the Specifications for administrative procedures in closing out the work.

1.2 SUBSTANTIAL COMPLETION

- A. Refer to General Conditions of the Contract for Construction.
- B. When the Project is determined by the Landscape Architect to be sufficiently complete to permit utilization for the intended use, the Landscape Architect will issue a Certificate of Substantial Completion.
- C. To receive the Certificate of Substantial Completion, Contractor shall perform the following:
 - 1. Submit to the Architect a notice declaring that work is believed to be substantially complete.
 - 2. Submit a list of work items that remain to be completed or corrected and the date this work will be accomplished.
- D. Architect will visit the project to evaluate the request for issuance of Certificate of Substantial Completion.
 - 1. If the Architect concurs that the Project is substantially complete, the Architect will deliver a Certificate of Substantial Completion and a list of work items necessary for completion or correction prior to the request for inspection for final completion.
 - 2. If the Architect determines that the work is not substantially complete, the Architect will deliver to the Contractor a written statement including reasons.
 - 3. Complete work on the items required by the Architect for achieving substantial completion and make additional written requests for issuance of Certificate of Substantial Completion until the Architect determines that sufficient work has been performed.

1.3 CLOSEOUT SUBMITTALS

- A. When the Architect has determined and the Construction Work is acceptable under the Contract Documents and the Contract fully performed, prepare and submit final Application for Payment to the Architect together with the (1) copy of the following:
 - 1. A letter recommending acceptance of Project and indicating all punch list items are complete.
 - 2. Project Record Documents, Warranties and Bonds
 - 3. Sworn Statements and Waivers
- B. Architect will make an inspection to verify the status of completion with reasonable promptness after receipt of such certification.

1.4 FINAL APPLICATION FOR PAYMENT

- A. Submit the final Application for Payment in accordance with procedures and requirements stated in the Conditions of the Contract.

END OF SECTION 01 7700

SECTION 01 7700
PROJECT CLOSEOUT

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SECTION 01 7823
OPERATING, MAINTENANCE AND WARRANTY DATA

PART 1 - GENERAL**1.1 SUMMARY**

- A. Compile product data and related information appropriate for Owner's maintenance and operation of products furnished under the Contract.
- B. Prepare operating, maintenance and warranty data as specified in this Section and as referred in other pertinent sections of Project Manual.
- C. Instruct Owner's personnel in the maintenance of products and in the operation of equipment and systems.
- D. Related Sections:
 - 1. Specification Section 01 7800 Project Closeout
 - 2. Specification Section 01 7839 Project Record Documents

1.2 QUALITY ASSURANCE

- A. Preparation of data shall be done by personnel with the following qualifications:
 - 1. Trained and experience in maintenance and operation of the described products.
 - 2. Completely familiar with requirements of this Section.
 - 3. Skilled as a technical writer to the extent required to communicate essential data.
 - 4. Skilled as a draftsman competent to prepare required drawings.

1.3 FORM OF SUBMITTALS

- A. Prepare data in the form of an instructional manual for use by the Owner's personnel.
- B. Format shall conform to the following:
 - 1. Size: 8-1/2" x 11"
 - 2. Paper: 20 pound minimum, white for typed pages
 - 3. Text: Manufacturer's printed data, or neatly typewritten
 - 4. Drawings:
 - a. Provide reinforced punched binder tab, bind in with text
 - b. Fold larger drawings to the size of the text pages
 - 5. Provide fly-leaf for each separate product, or each piece of equipment.
 - a. Provide typed description of product, and major component parts of equipment.
 - b. Provide indexed tab.
 - 6. Cover: Identify each volume with typed or partial title "OPERATING, MAINTENANCE AND WARRANTY INSTRUCTIONS". List:
 - a. Title of Project
 - b. Identity of separate structure as applicable
 - c. Identity of general subject matter covered in manual

SECTION 01 7823
OPERATING, MAINTENANCE AND WARRANTY DATA

1.4 CONTENT OF MANUAL

- A. Arrange neatly typewritten table of contents for each volume, in the following systematic order:
 - 1. Contractor, name of responsible principal, address and telephone number
 - 2. A list of each product required to be included, indexed to the content of volume.
 - 3. List, with each product, the name, address and telephone number of:
 - a. Contractor or installer
 - b. Maintenance contractor, as appropriate
 - c. Identify the area of responsibility of each
 - d. Local source of supply for parts and replacement
 - e. Include warranty information as specified
 - 4. Identify each product by product name and other identifying symbols such as set in Contract Documents.

1.5 SUBMITTAL SCHEDULE

- A. Submit one copy of completed data in final form within thirty days of substantial completion, Copy will be returned with comments.
- B. Submit two copies of approved data in final form within ten (10 days after comments are received.

END OF SECTION 01 7823

SECTION 01 7839
PROJECT RECORD DOCUMENTS

PART 1 - GENERAL**1.1 SUMMARY**

- A. Fully cooperate with the Architect to accomplish the following.
- B. These requirements supplement the requirements set forth in the General Conditions.
- C. Maintain at each site one record copy, as applicable, of:
 - 1. Drawings and data with addenda marked in.
 - 2. Specifications with addenda marked in.
 - 3. Addenda
 - 4. Change Orders and other modifications to the Contract.
 - 5. Architect/Engineer Supplemental Instructions, Proposal Requests or written instructions.
 - 6. Approved shop drawings, product data and samples.
 - 7. Field test records.

1.2 MAINTENANCE OF RECORD DOCUMENTS AND SAMPLES

- A. Store record documents and samples in Contractor's field office in files and racks. Provide locked cabinet or secure storage space for storage of samples.
- B. Maintain record documents in a clean, dry, legible condition and in good order. Do not use documents for construction purposes.
- C. Make record documents and samples available at all times for inspection by Architect or Owner.

1.3 RECORDING

- A. Label each document "PROJECT RECORD" in neat large printed letters.
- B. Continuously record information and changes.
- C. Drawings: Legibly mark to record actual construction.
 - 1. Horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
 - 2. Location of internal utilities and appurtenances concealed in the construction, referenced to visible and accessible features of the structure.
 - 3. Field changes of dimension and detail.
 - 4. Changes made by Field Order or by Change Order.
 - 5. Details not on original contract drawings.
- D. Specifications and Addenda: Legibly mark each section to record:
 - 1. Manufacturer, trade name, catalog number, and Supplier of each Product and item of equipment actually installed.
 - 2. Changes made by Field Order or Change Order.

SECTION 01 7839
PROJECT RECORD DOCUMENTS

- E. Shop Drawings and Submittals: Label each set by corresponding specification section. At the completion of the project, provide the Owner with one complete set, reviewed and stamped by Architect, organized by Specification Section in the following formats:
 - 1. Paper (various sizes) folded to 8-1/2" x 11" and boxed with project name and completion data clearly labeled on exterior.
 - 2. Scanned PDF copy on a compact disk, ordered by specification section.

1.4 SUBMITTAL

- A. Deliver Record Documents to the Owner at contract close-out.
- B. Accompany submittal with transmittal letter in duplicate, containing:
 - 1. Date
 - 2. Project Title
 - 3. Title and number of each Record Document

END OF SECTION 01 7839