

PROJECT MANUAL

Jefferson Elementary Abatement and Demolition

Manistee, MI



BP 1

April 23, 2026

Abatement and Demolition



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Work Category Index and Cross Reference

Work Category No. 00 – General Requirements for All Subcontractors

Work Category Descriptions

ATTACHMENTS

Attachment A Preliminary or Master Schedule

AIA Documents are not included in this specification, but are part of the contract documents, copies may be obtained from the Construction Manager

Contractor's Qualification Statement (AIA Document A305)

Application and Certificate for Payment and Continuation Sheet (AIA Documents G702 and 703) Submitted and utilized electronically via Trade Contractor Portal

Certificate of Substantial Completion (AIA Document G704)

Certificate of Insurance (AIA Documents G705)

Contractor's Affidavit of Payment of Debts and Claims (AIA G706)

Consent of Surety Company to Final Payment (AIA Document G707)

00 11 13 ADVERTISEMENT FOR BIDS

Project: Jefferson Elementary Abatement and Demolition

Owner: Manistee Area Public Schools
525 12th Street
Manistee, MI 49660

Bid Details: Project includes complete abatement and hazardous materials removal followed by mass demolition and site restoration of the site currently known as Jefferson Elementary located at 515 Bryant Ave, Manistee, MI 49660. This project includes Work Categories 01A Abatement and Hazardous Materials Removal and Work Category 01B Demolition and Site Restoration.

Physical bids are due 5/8/2026 at 2:00 PM

1. Sealed proposals for all work categories as described in the Project Manual for the above project will be received no later than **Friday, May 8 at 2:00 PM**. Proposals should be addressed to Howard Vaas, and delivered to Manistee Area Public Schools, 525 12th Street, Manistee, MI 49660. All proposals will be publicly opened.
2. The following meeting information can be utilized to attend the public bid opening:
 - 2.1 <https://teams.microsoft.com/meet/261628765075319?p=4lAvYTSnDgYLbLjZDD>
 - 2.2 Meeting ID: 261 628 765 075 319
 - 2.3 Passcode: Az98C7iN
3. Duplicate proposals shall be submitted to the Construction Manager at the above address on the proposal form provided, in a sealed envelope clearly marked WORK CATEGORY NO. _____, and shall be identified with the project name and the bidder's name and address.
4. All questions are to be directed to the Construction Manager. No direct contact with the Owner or Architect is requested.
5. All contractors bidding on work must be bondable and must include in their bid the cost for furnishing a Co-Obligee Labor and Material Payment Bond and a Co-Obligee Performance Bond. On the proposal form the contractor will identify a cost to be deducted from their bid should bonds not be required.
6. A copy of the Subcontract is included in the Project Manual. Bidders are advised that the Construction Manager reserves the right, in its sole discretion, to reject or declare any bid as non-responsive based on failure to confirm acceptance of the Subcontract without modification. Proposed edits, if any, must be submitted with the bid. Requests for edits to the Subcontract subsequent to submission of bids will not be considered.

7. Each Proposal shall be accompanied by a certified check, cashiers' check, money order, or bid bond made payable to Manistee Area Public Schools in an amount not less than five percent (5%) of the base bid as a bid security. The Bid Security of Bidders under consideration will be returned immediately after award of contracts by the Construction Manager. The amount of the guarantee shall be forfeited to the Owner if the successful Bidder fails to enter into a contract and furnish required bonds and insurance within 30 days after award of contracts.
8. All proposals submitted shall remain valid for a period of sixty (60) days after the bid date. The Owner, Architect and Construction Manager reserve the right to waive any irregularities, reject any or all proposals, or accept any proposal, which, in their opinion, will serve their best interest.
9. Bidders must certify that they are not an "Iran-linked" business.
10. Each Proposal shall be accompanied by a sworn and notarized statement disclosing any familial relationship that exists between the owner or any employee of the bidder and any member of the Board or the Superintendent of the school district.
11. Requests for site walk throughs prior to bidding can be coordinated through Noah Schneider noah.schneider@christmanco.com or Doug Montey dmontey@manistee.org

END OF SECTION

00 21 13 INSTRUCTIONS TO BIDDERS

1. ARTICLE 1, SCOPE OF PROPOSALS

- 1.1 This is a "Construction Manager Project" for which Manistee Area Public Schools is the "Construction Manager" For this portion of this project the successful bidders will become "Trade Contractors" and will enter into "Trade Contracts" with the Construction Manager. The Construction Manager will administer separate Trade Contracts for all Work Categories involved in the project.
- 1.2 Provisions shall be such that the Trade Contractor will assume the Construction Manager's obligations to the Owner for the portion of the work performed by each Trade Contractor.
- 1.3 Proposals: Separate proposals for the Work Categories included in this phase of the construction will be received by the Construction Manager. The time and place where proposals shall be received and a listing of the Work Categories included in this phase of the work are included in the Advertisement for Bids.

2. ARTICLE 2, BIDDER'S REPRESENTATION

- 2.1 Each Bidder by making his bid, represents that he has read and understands the bidding documents, and that they visited the site and familiarized himself with the local conditions under which the work is to be performed. No plea of ignorance of conditions that exist, or of any other relevant matter concerning the work to be performed in the execution of the work will be accepted as justification for failure to fulfill every detail of all the requirements of the Contract Documents. The Bidder, if awarded the Contract, shall not be allowed any extra compensation by reason of any matter or thing concerning which such Bidder did not fully inform himself prior to the bidding.

3. ARTICLE 3, BIDDING PROCEDURES

- 3.1 Proposals shall be submitted in duplicate, only on the forms provided by the Construction Manager, all blank spaces shall be fully filled in, including Addenda, Alternates, Price Breakouts, Unit Prices and Bidder's Certificate where applicable. All designations and prices shall be fully and clearly set forth with the amount of the bid stated in words and repeated in numerical figures. In cases of variations, the worded amount shall prevail. Erasures or other changes in the bid shall bear the signature of the Bidder. Insert N/A in those blanks on the Proposal Form that are not applicable. Separate Proposal Forms shall be prepared for each Work Category.
- 3.2 The bids shall be on the basis of a Lump Sum. Proposals shall not contain any added recapitulation of the work to be done as otherwise the proposal may be declared irregular. Oral, telegraphic or telephonic modifications of the work and/or the bid amounts shall not be considered.
- 3.3 The Architect or Construction Manager will make clarifications and corrections by the issuance of an addendum to all Bidders recorded in the Construction Manager's office as having in their possession a set of bidding documents. Addenda shall also be issued to all plan rooms in which bidding documents are on file.
- 3.4 It shall be the responsibility of the Bidders on record to provide all of their prospective sub-bidders with the information contained in any addenda.

- 3.5 Duplicate proposals shall be submitted in an opaque envelope, clearly marked "PROPOSAL FOR WORK CATEGORY NO. _____, and shall be identified with the Project Name and the Bidder's name and address.
 - 3.6 Proposals for this phase of the work will be received at the time and place indicated in the "Advertisement for Bids".
 - 3.7 An award of Contracts: Each Work Category or combination of Work Categories will be awarded based on the dollar value of the proposal, qualifications of the Contractor, his ability to perform the work, and in the best interest of the Owner.
4. ARTICLE 4, EXAMINATION OF THE SITE
- 4.1 Each Bidder shall carefully examine the site of the project and surrounding territory; the means of approach to the site, and the structure of the ground, and make all necessary investigations required to inform himself thoroughly and fully as to facilities for delivering, storing, placing and handling of materials and equipment, and to inform himself fully as to all difficulties that may be encountered in the complete execution of all work in accordance with the Contract Documents.
 - 4.2 Should a bidder find apparent discrepancies in, or omission from the Contract Documents, or should he be in doubt as to their true meaning, or should he have any questions regarding any work or material intended, then such Bidder, either Trade Contractor or Trade Subcontractor, shall submit to the Architect, through the Construction Manager, a written request for an interpretation thereof. The person submitting the request shall be responsible for its prompt delivery and such request must be delivered to the Architect by the Construction Manager at least five days before the opening of proposals.
 - 4.3 Any verbal information obtained from, or statements made by a representative of the Owner, Architect, or the Construction Manager at the time of examination of the Contract Documents or Site shall not be construed as in any way amending the Contract Documents. Only such corrections or addenda as are issued in writing to all Bidders shall become a part of the Contract. Neither the Owner, the Architect, nor the Construction Manager shall be responsible for verbal instructions.
5. ARTICLE 5, MODIFICATION OR WITHDRAWAL OF BID
- 5.1 Bids submitted prior to the time and date designated for receipt of Bids may be modified or withdrawn only by notice to the party receiving Bids. Such notice shall be in writing over the signature of the Bidder, and must be received prior to date and time set for receipt of Bids. Any modification shall be so worded as not to reveal the amount of the original Bid.
6. ARTICLE 6, REJECTION OF BIDS
- 6.1 The Bidder acknowledges the right of the Construction Manager, Architect, and Owner to reject any or all bids, and to waive any informality or irregularity in any bid received, or to accept any bid which in the opinion of the Construction Manager, Architect, and Owner shall serve their best interests. In addition, the Bidder recognizes the right of the Construction Manager, Architect, and Owner to reject a bid if the Bidder failed to submit on the date and time required by the bidding documents, or if the bid is in any way incomplete or irregular, including a bid security, if required, is not received with the bid proposal.

7. ARTICLE 7, PERFORMANCE CO-OBLIGEE BOND AND LABOR & MATERIAL PAYMENT CO-OBLIGEE BOND OWNER AND CONSTRUCTION MANAGER

7.1 The Construction Manager may, prior to the execution of the Contract, require the successful Bidders to furnish Co-obligee bonds, written in favor of the Owner and the Construction Manager, covering the faithful performance of the Contract and the payment of all obligations arising thereunder in an acceptable form to the Owner and the Construction Manager, and with such sureties secured through the Bidder's usual sources as long as the surety is licensed to do business in the State of Michigan and holds a minimum "A.M. Best" rating of A. Bonds shall be in the amount of 100% of the Contract sum. The premium for such bonds shall be paid by the Bidder. A space has been provided on the Proposal Form for the Bidders to indicate the amount that shall be deducted from their proposals if Bonds are not required. Should they be required, the Bidder shall deliver the bonds to the Construction Manager not later than the date of execution of the Contract. Bonds are required to match the bond format provided. No other bond format shall be used.

7.2 The Bidder shall require the attorney-in-fact who executes the 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.

8. ARTICLE 8, VARIATIONS FROM MATERIALS SPECIFIED

8.1 Wherever materials are specified using names of specific manufacturers, the purpose is to establish a standard of quality and design, and not to limit competition. Contractors desiring to use materials of manufacturers other than those specified, shall indicate such material, manufacturer, and change of price, if any, in the space provided under the heading "Variations from Materials Specified" on the Proposal Forms. BASE BID PROPOSALS SHALL INCLUDE ONLY MATERIALS SPECIFIED. Variations, if accepted, shall be incorporated in the Contract, and the Contract Price adjusted accordingly, and no other materials shall be allowed accept upon written authorization of the Architect, Construction Manager, and Owner.

9. ARTICLE 9, THE CONTRACT FORM

9.1 Unless otherwise provided in the Bidding Documents, the Agreement for the Work shall be between the Trade Contractor and the Construction Manager on the contract form referenced in the Standard form section of the Project Manual (subcontract agreement). By submitting your bid the Trade Contractor fully agrees to accept ALL terms and conditions of the Subcontractor Agreement without modification.

10. ARTICLE 10, TIME OF COMPLETION

10.1 Each Bidder, as evidenced by submitting a proposal, shall agree to abide by the construction schedule dates as indicated in the Contract Documents, as developed during the post bid interview, scheduling meetings, and as required by Construction Manager. The completion schedule for this project shall be met without exceptions.

11. ARTICLE 11, QUALIFICATION OF BIDDER

11.1 The Owner, Architect, and Construction Manager may make such investigations as they deem necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish all such information and data for this purpose as the Construction Manager may request within 24 hours, including a list of projects completed, a financial statement, organization of the firm, etc. The Owner

reserves the right, based on the advice of the Construction Manager and Architect, to reject any bid if the evidence submitted by, or investigation of such Bidder fails to prove that such Bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

12. ARTICLE 12, TAXES AND CONTRIBUTIONS

12.1 It is understood that the bid prices stated shall include all applicable Federal, State or other Governmental Division taxes and assessments. Also, all contributions for unemployment compensation, health and welfare, old age benefits or other purposes now or hereafter effective during the term of the contract, and the Owner and Construction Manager shall not be liable for any additional charges therefore.

13. ARTICLE 13, WARRANTY

13.1 All work shall be guaranteed for a period of at least one (1) year and/or as more specifically stated in the contract documents after final payment but not earlier than substantial completion as determined by the Architect, and all service within that period shall be rendered without charge to the Owner.

END OF SECTION



Name of Bidder _____

Work Category No. 00 & _____

00 41 00 TRADE CONTRACT PROPOSAL FORM

To: Manistee Area Public Schools

Re: Manistee Area Public Schools
Jefferson Elementary Abatement and
Demolition
Manistee, MI

Bidders:

Having carefully examined General Conditions, Supplementary Conditions, General Requirements, Advertisement for Bids, Instructions to Bidders, Proposal Section, Specifications, Drawings, all Addenda issued, Work Category Descriptions, and understanding the scope of work involved in this Work Category (ies) and those that interface with it (them), the undersigned does hereby propose to furnish all labor, materials, insurances, taxes, tools, equipment and services to complete all work required for the Work Category (ies) indicated in accordance with the Work Category Description and the Contract Documents prepared by Intertek.

BASE PROPOSAL Jefferson Elementary Abatement and Demolition

SUM of \$: _____

(written) _____

VOLUNTARY ALTERNATE

Combined award of WC 00 & 01A & 01B

SUM of \$: _____

(written) _____

PERFORMANCE & PAYMENT BOND: The Trade Contractor may be required to furnish a Co-Obligee Labor & Material Payment & Performance Bonds for the full contract amount.

The name of the Bonding Company is: _____

The combined sum of \$ _____ to cover cost of furnishing these bonds IS INCLUDED in the base bids.

EXPERIENCE MODIFICATION RATING (EMR):

List the EMR for your firm as determined by your insurance carrier for the past three (3) years.

2026 _____ 2025 _____ 2024 _____



Name of Bidder _____

Work Category No. 00 & _____

ADDENDA: The following Addenda have been received, are hereby acknowledged, and their execution is included in Bid Sums listed herein.

No. _____ Dated _____

No. _____ Dated _____

Cost of labor including Michigan Single Business Tax, Social Security and Medicare, Federal and State Unemployment Tax, and Fringe Benefits Under Collective Bargaining Agreements, and Worker's Compensation Insurance. The rates listed below do not include overhead and/or profit. These rates are only for additions and/or deletions to the contract that could not have been anticipated at the time of the bid.

Trade	Straight Time	Shift Time	1 ½ Time	Double Time

OVERHEAD AND PROFIT (FOR FUTURE CHANGES): Overhead and Profit shall include the following:

Supervision, Foreman time, Coordination, Project Manager time, General Conditions, Stocking, Safety, Clean-up, Warranty, Superintendents, Commercial General Liability and Umbrella Insurances, Wage of Time Keepers, Watchmen and Clerks, Small tools with material value of less than \$1,500.00. Incidentals, General Office Expense, and all other expenses not included in Labor Rates as listed above. The percentage fee for Overhead and Profit on the Contractor's own work shall be 15% of net cost. The percentage fee for Overhead and Profit on Subcontractor's work shall be 5% (see log).

UNIT PRICES:

Include unit prices as defined in the Work Category description.



Name of Bidder _____

Work Category No. 00 & _____

VOLUNTARY ALTERNATIVES (Variations From Materials Specified):

Undersigned proposes the following voluntary alternates for materials and/or equipment specified, it being understood that, should any voluntary alternate(s) be accepted by the Owner, applicable amount(s) hereinafter listed will be added to or deducted from the Base Bid. (No voluntary alternates are required)

Vol #1 _____ Add/Deduct \$ _____

Vol #2 _____ Add/Deduct \$ _____

SCHEDULE:

The undersigned if awarded a Contract, agrees to work concurrently with the work of other Trade Contractors and the Construction Manager, according to the "Approved Construction Schedule."

MATERIAL PROCUREMENT:

List any project specific long lead materials that may impact the project schedule.

Item _____ Lead Time (wks) _____

BIDDER'S CERTIFICATE:

I hereby certify that all statements herein are made on behalf of (Name of Corporation, Partnership or Person Submitting a Bid) _____

A Corporation organized and existing under the laws of the State of _____

An individual doing business as _____

Date _____

Signature _____

Title _____

Street Address _____

City, State Zip Code _____

Phone _____

Email _____

01 01 00 SUMMARY OF WORK

1. RELATED DOCUMENTS

- 1.1 Drawings and general provisions of the Contract including General and Supplementary Conditions and Division 1 Specification Sections, apply to work specified in this section.
- 1.2 Information given in the Division 1 General Requirements shall supplement information given in the General and Supplementary Conditions. The most stringent provision in the General Conditions, General Requirements, Contract Drawings and Specifications shall govern the execution of any work or requirement.

2. CONSTRUCTION MANAGER

- 2.1 Manistee Area Public Schools is the Construction Manager. Wherever the term General Contractor or Contractor (in the context of the General Contractor) is used, it shall be given the same meaning as Construction Manager.
- 2.2 The Trade Contractor and his sub-Trade Contractors shall agree to and accept the same responsibility and follow the same terms of the Conditions of the Contract as the Construction Manager for the work for which he is under contract.

3. PROJECT

- 3.1 The Work as defined in the General Conditions and described in the Contract Document.

4. RELATED WORK NOT-IN-CONTRACT (NIC)

- 4.1 Reference Section 00210 for any work that will be performed by the Owner or accomplished under separate contract.

5. REPLACEMENT MATERIAL (For Owner's future use)

- 5.1 If any specific amounts are called for in the individual Sections, provide the specified amounts. If none are specified and a surplus is left, request instructions from the Construction Manager before discarding the surplus.

6. LABOR, MATERIALS, TAXES & WORKMANSHIP

- 6.1 Unless otherwise specified in these Contract Documents, all materials and workmanship shall be new and of the best grade of their respective kind for the purpose.
- 6.2 Unless otherwise specifically provided in the Contract Documents, the Trade Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, transportation, and other facilities and services necessary for the proper execution and completion of the Work.
- 6.3 The Trade Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the Work any unfit person or anyone not skilled in the task assigned to him.

7. TAXES

- 7.1 Unless tax exempt status is specifically noted, it is understood that the bid prices stated shall include all applicable Federal, State or other Governmental division taxes and assessments. Also, all contributions for unemployment compensation, health and welfare, old age benefits or other purposes now or hereafter effective during the term of the contract, and the Owner and Construction Manager shall not be liable for any additional charges therefore.

8. CRITICAL PHASING & STAGES OF CONSTRUCTION

8.1 INTRODUCTION

- 8.1.1 Critical phasing and critical stages of construction have been established herein for the project. It is extremely important that the "Critical Phasing & Stages of Construction" requirements be understood and complied with.
- 8.1.2 The Construction Manager shall coordinate detailed critical phasing and sequencing and scheduling with the Owner's representative.
- 8.1.3 The Construction Manager shall provide overall scheduling and coordination for the entire project. All Trade Contractors shall acknowledge the Construction Manager's right to establish and set up, or subsequently modify, the sequencing and scheduling of all Work on this project for the earliest completion and/or benefit to the Owner.
- 8.1.4 All Trade Contractors shall expedite the ordering and delivering of materials and equipment, etc. to meet these critical phasing and staging requirements and to make every effort possible to minimize disruption of normal building usage.

8.2 BID SCHEDULES

- 8.2.1 The preliminary construction schedule narrative included in the Contract Documents represents the general order and time frames for work to be followed by the Construction Manager in coordinating the project. Trade Contractors are to assume that their work will be coordinated in a manner consistent with industry practice, and the efficient coordination of all other trades. Trade Contractors recognize and accept their work may be sequenced and paced by other trades.
- 8.2.2 Please note that although the schedule defines the planned order of construction, Bidders should not assume that any assurance is given or implied as to the calendar dates associated with completion of the work of a particular contract.
- 8.2.3 All Trade Contractors and Trade Subcontractors recognize and shall accept modifications to the schedule which are reasonable, in the opinion of the Construction Manager, for the general interest of the project as a result of allowable time extensions (formally or informally approved) in any contract, and such modifications are inherent to the construction process and shall not qualify as a basis for extra compensation from the Construction Manager or Owner.
- 8.2.4 The Trade Contractor, in submitting a proposal for the work of a particular work category, agrees to commit the necessary resources to complete the work activities of that work category, within a time span not greater than the planned duration. Work included within a work category, but not specifically defined by a particular work activity, is to be accomplished in a reasonable

manner in conjunction with other work of the work category, and in such a way as to avoid complication of or to delay the work of other Trade Contractors.

9. PROJECT SEQUENCING

- 9.1 The overall project sequencing is indicated within the Preliminary Construction Schedule. Refer to Section 00200 and Section 01310.
- 9.2 More restrictive sequencing to coordinate the Owner's on-going operations and/or for the coordination of the various trades shall be identified in Section 00210 SPECIAL PROVISIONS or as otherwise directed by the Construction Manager; All Trade Contractors agree to cooperate and alter their operations to maintain these more specified restrictions and sequences of the work.
- 9.3 Refer to the work category description and Section 00210 for specific information on scheduling requirements.

10. MUTUAL COOPERATION

- 10.1 Mutual cooperation between the Owner, the Architect, the Construction Manager, and the Trade Contractors to coordinate these construction and building operation requirements is anticipated and expected.

11. USE OF SITE

- 11.1 Trade Contractor shall limit his use of the premises for his work and for storage to allow for (i) work by other Trade Contractors; (ii) Owner occupancy; and (iii) public use.
- 11.2 Limitations on site usage as well as specified requirements that impact site utilization are indicated on the drawings and by other contract documents. In addition to these limitations and requirements, the Construction Manager will administer allocation of available space equitably among entities needing both access and space so as to produce the best overall efficiency in performance as the total work of the project. Schedule deliveries so as to minimize space and time requirements for storage of materials and equipment on site.

12. ACCESS TO SITE

- 12.1 Use of Site: Limit use of Project site to work in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
- 12.2 Trade Contractor shall assume full responsibility for the protection and safekeeping of products under his contract, stored on the site.
- 12.3 Move any stored products, under Trade Contractor's control, which interfere with operations of the Owner or separate Contractor.
- 12.4 Obtain and pay for the use of additional storage or work areas needed for operations.
- 12.5 Nonsmoking Campus: Smoking is not permitted on any school property.

13. OWNER'S RIGHT TO OCCUPY

- 13.1 The Owner, at his election, may from time to time occupy any parts of the project as the work in connection therewith is completed to such a degree as will, in the opinion of the Owner, permit of their

use for the purposes for which they are intended. The Owner will, prior to any such partial occupancy, give notice to the Construction Manager thereof and such occupancy shall be based upon the following:

- 13.1.1 Such occupancy shall not constitute an acceptance of work not performed in accordance with the Contract Documents or relieve Trade Contractors of liability to perform any work required by their Contract but not completed at the time of occupancy.
- 13.1.2 Trade Contractors shall be relieved of all maintenance costs on the units or parts occupied under this agreement.
- 13.1.3 Owner shall assume the risk of loss with respect to any unit or part occupied under the terms of this agreement.
- 13.1.4 The Trade Contractor shall not be required to furnish heat, light and water or other such services used in the units or parts occupied, without proper re-numeration therefore.

END OF SECTION

01 01 90 CONTRACT CONSIDERATIONS

1. INSPECTION & TESTING ALLOWANCES

1.1 If inspection and testing allowances have been assigned to the Trade Contractors, the following shall apply:

1.1.1 Costs included in allowances

1.1.1.1 Cost of engaging an inspection or testing firm, execution of inspection or tests, reporting results.

1.1.2 Costs not included in the allowance:

1.1.2.1 Incidental labor and facilities required to assist inspection or testing firm.

1.1.2.2 Costs of testing laboratory services required by Contractor separate from Contract Document requirements.

1.1.2.3 Costs of retesting upon failure of previous tests as determined by Architect-Engineer.

1.1.3 Payment Procedures:

1.1.3.1 Submit one copy of the inspection or testing firm's invoice with next application for payment.

1.1.3.2 Pay invoice on approval by Architect-Engineer.

1.1.4 Funds will be drawn from inspection and testing allowances only by Change Order.

2. SCHEDULE OF VALUES

2.1 A Schedule of Values matching the format of AIA document G703 shall be submitted electronically through the Trade Contractor Portal for approval. Application for Payments cannot be processed until the Schedule of Values is approved. Without prior approval of the Construction Manager, no single line item can exceed \$150,000. Unless indicated otherwise, allowances and change orders shall be listed as separate line items.

2.2 The schedule of values must be itemized to allocate the Contract Sum to the various portions of the work and activities listed in the project schedule. Work items shall identify the material and labor cost for that item. The schedule of values shall include separate line items for bonds, insurance, permits and project closeout.

2.3 The project closeout items are not part of the retainage and shall be listed in the schedule of values as follows:

2.3.1 As-Built (Record) Documents 1.0% of Contract Sum

2.3.2 Training and O&M Manuals 1.0% of Contract Sum

2.3.3 Attic Stock Material 0.5% of Contract Sum

2.3.4 Punchlist Completion 2.0% of Contract Sum

2.3.5 Warranty Documents 0.5% of Contract Sum

- 2.4 Allowances should be added as individual line items for each section in the Schedule of Values.
- 2.5 Include within each line item, a directly proportional amount of Contractor's overhead and profit.
- 2.6 Approved Change Orders will automatically be added as a line item in the Schedule of Values through the Trade Contractor Portal.

3. APPLICATIONS FOR PAYMENT

- 3.1 Pay Applications are to be created and submitted through the Trade Contractor Portal which conforms to the AIA G702 Form. The Trade Contractor Portal is the exclusive method of submitting a payment application.
- 3.2 Payment Period: First of month to first of month unless agreed to otherwise.
- 3.3 Waiver of liens and Sworn Statements shall accompany all Payment Requests unless agreed to otherwise. Also to be produced and submitted through the Trade Contractor Portal.

4. CHANGE PROCEDURES

- 4.1 The Architect-Engineer will advise of minor changes in the Work not involving an adjustment to Contract Sum/Price or Contract Time as authorized by AIA A201, 1987 Edition, Paragraph 7.4.
- 4.2 The Architect-Engineer may issue a change management document which includes a detailed description of a proposed change with supplementary or revised Drawings and Specifications, a change in Contract Time for executing the change with a stipulation of any overtime work required and the period of time during which the requested price will be considered valid. Contractor will prepare and submit an estimate within five (5) calendar days.
- 4.3 The Contractor may propose a change by submitting request for change to the Architect-Engineer, describing the proposed change and its full effect on the Work. Include a statement describing the reason for the change, and the effect on the Contract Sum/Price and Contract Time with full documentation and a statement describing the effect on Work by separate or other contractors. Document any requested substitutions in accordance with Sections 01 60 00.
- 4.4 Stipulated Sum/Price Change Order: Based on change management document and Contractor's fixed price quotation; or, Contractor's request for a Change Order as approved by Architect-Engineer.
- 4.5 Unit Price Change Order: For pre-determined unit prices and quantities, the Change Order will be executed on a fixed unit price basis. For unit costs or quantities of units of work, which are not pre-determined, execute Work under a change management document. Changes in Contract sum/Price or Contract Time will be computed as specified for Time and Material Change Order.
- 4.6 Change Management Document: Architect-Engineer may issue a change authorization signed by the Owner, instructing the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order. Document will describe changes in the Work, and designate method of determining any change in Contract Sum/Price or Contract Time. Promptly execute the change.
- 4.7 Time and Material Change Order: Submit itemized account and supporting data after completion of change, within time limits indicated in the Conditions of the Contract. Architect-Engineer will

determine the change allowable in Contract Sum/Price and Contract Time as provided in the Contract Documents.

- 4.7.1 Maintain detailed records of work done on Time and Material basis. Provide full information required for evaluation of proposed changes, and to substantiate costs for changes in the Work.
- 4.7.2 Execution of Change Orders: Architect-Engineer will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.

4.8 Overhead and Profit shall include the following:

- 4.8.1 Supervision, Forman time, Coordination, Project Manager time, General Conditions, Stocking, Safety, Clean-up, Warranty, Superintendents, Commercial General Liability and Umbrella Insurances, Wage of Time Keepers, Watchmen and Clerks, Small tools with material value of less than \$1,500.00. Incidentals, General Office Expense, and all other expenses not included in Labor Rates as listed above.

4.9 The percentage fee for Overhead and Profit on the Contractor's own work shall be 15% of net cost.

4.10 The percentage fee for Overhead and Profit on Subcontractor's work shall be 5%.

END OF SECTION

01 04 00 COORDINATION

1. GENERAL

1.1 The Construction Manager is ultimately responsible for coordination to complete all work shown on the drawings and specified herein independent of the location of the work on drawings and within the specifications. The arrangement of work within the specifications into Divisions and Sections shall be considered as given for convenience of reference only and shall not be held to conform to jurisdictional rules which may prevail in any particular trade. It shall be the responsibility of the Construction Manager to so arrange or group items of work under a particular trade to conform with the prevailing customs of that trade and best interest of the Owner.

2. GENERAL INSTALLATION PROVISIONS

2.1 PRE-INSTALLATION CONFERENCES: The Construction Manager shall hold pre-installation meeting at the project site well before installation of each unit of work, which requires coordination with other work. Installer and representatives of the manufacturers and fabricators who are involved in or affected by that unit of work, and with its coordination or interpretation with other work that has preceded or will follow shall attend this meeting. The Construction Manager will advise the Architect/Engineer of scheduled meeting dates.

2.1.1 The Construction Manager shall record significant discussions of each conference, and record agreements and disagreements, along with the final plan of action. The Construction Manager shall then distribute the record of meeting promptly to everyone concerned, including the Owner and Architect/Engineer.

2.1.2 Do not proceed with the work if the pre-installation conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the work and reconvene pre-installation conference at the earliest possible date.

2.2 Installer's Inspection of Conditions: Require the installer of each major unit of work to inspect the substrate to receive work and conditions under which the work is to be performed. The installer shall report all unsatisfactory conditions in writing to the Construction Manager. Do not proceed with the work until unsatisfactory conditions have been corrected in a manner acceptable to the installer.

2.3 Coordinate enclosure of the work with required inspections and tests so as to minimize the necessity of uncovering work for that purpose.

2.4 Mounting Heights: Where mounting heights are not indicated. Refer to the Construction Manager for decision. Products installed at a location not indicated or approved by the Architect or Construction Manager shall be relocated at the Trade Contractor's expense.

3. COORDINATION OF PERMANENT UTILITY CONNECTIONS

3.1 New utility connections shall be coordinated with local utilities and the Project Superintendent.

4. MECHANICAL & ELECTRICAL COORDINATION

- 4.1 All Trade Contractors shall make arrangements with the Construction Manager before connecting to existing facilities. If interruption of service is required, it shall be done at the convenience of the Owner as scheduled by the Construction Manager / General Contractor.

END OF SECTION

01 31 00 CONSTRUCTION SCHEDULES

1. CONSTRUCTION PLANNING

- 1.1 A preliminary project schedule has been included within the Bidding Documents for your review and use. As input from the Trade Contractors is provided and as progress begins, this schedule will be periodically updated and re-issued. Each Trade Contractor is required to become familiar with the preliminary schedule and sequence their work accordingly. Activity durations shall be maintained regardless of actual start dates.
- 1.2 Within five (5) days after the award of each Trade Contract, all Trade Contractors shall submit the following scheduling information:
 - 1.2.1 A Procurement Status Report, in a format acceptable to the Construction Manager, which shall itemize all material and equipment, submittal and review requirements, fabrication and delivery lead times, and delivery requirements needed to meet the Trade Contractor's schedule as well as the overall project schedule.
 - 1.2.2 Each Trade Contractor shall submit their own detailed schedule, in a format acceptable to the Construction Manager, which incorporates: the procurement information of Article 1.1.1-above, all known interfacing of other trades, the Trade Contractor's anticipated durations, and all other information the Trade Contractor feels is necessary to identify their requirements for the Construction Manager to coordinate with the Construction Manager's direction and scheduling.

2. CONSTRUCTION SCHEDULING

- 2.1 A detailed Construction Schedule will be prepared with the Trade Contractor's input immediately after award of bids and submittal of the above information. Section 00200 provides the "preliminary construction schedule" which describes the approximate durations of sequence of the projects. The completion dates provided are firm and must be achieved. It is intended that all bidders agree to accept the final schedule, and acknowledge that other Trade Contractor's work is paced by, or dependent upon, the various activities being able to commence and proceed with associated activities as scheduled. The approved Construction Schedule shall be regarded as a firm contractual commitment by all parties affected therein.
- 2.2 All Trade Contractors and their Trade Subcontractors recognize and shall accept modifications to the schedule which are reasonable, in the opinion of the Construction Manager for the general interest of the project, as a result of allowable time extensions (formally or informally approved) in any contract, and such modifications are inherent to the construction process and shall not qualify as a basis for extra compensation from the Construction Manager or Owner.
- 2.3 If a CPM network schedule is used to coordinate the work of the project, start and finish dates for each work activity will be furnished to the Trade Contractor to schedule his work. Periodically, these dates will be revised to reflect changed project conditions. The Construction Manager will attempt to schedule the start of the work of any Trade Contractor on the date for the activity, and the Trade Contractor agrees to cooperate in following that direction.

- 2.4 If it is apparent that a Trade Contractor is not going to complete his work in the time allotted, said Contractor must notify the Construction Manager within five (5) days after publication of the schedule. Adjustments may be made to accommodate a Trade Contractor, if the above notification is received and it is within the dates established. Otherwise the schedule shall be deemed accepted by all parties and become the schedule for the Trade Contractor. Each Trade Contractor will be responsible to be familiar with the schedule and how it will effect or modify his operations, including his coordination with the activities of other Trade Contractors.
- 2.5 It is expressly agreed that time is of the essence for the completion of work under his contract, and the Trade Contractor agrees to perform the work within the time and in the manner specified or within the time extensions the Owner may grant; provided, however, that the Trade Contractor may be liable for any damages suffered by the Owner due to failure of the Trade Contractor to perform the specified work within the specified time.
- 2.6 The Trade Contractor, within five (5) days after being notified to commence work, agrees to commence work in the field of such points as the Construction Manager may designate, and to continue diligently to perform the work, and to fully complete all of his work to the satisfaction of the Construction Manager and Owner. The work shall be carried to completion with utmost speed.
- 2.7 If the Trade Contractor delays progress for any reason other than those allowed by the General Conditions, and refuses to adequately man the project or to work overtime, the Construction Manager may accelerate the work of subsequent Trade Contractors and backcharge all costs to the late Trade Contractor. All direction in this regard will be given in writing to the Trade Contractor.

END OF SECTION

01 37 00 SCHEDULE OF VALUES

1. **REQUIREMENTS:** The Construction Manager requires that all Pay Applications and related information (Schedule of Values) be processed through its proprietary Trade Contractor Portal. Trade Contractor agrees to comply with the requirements of the portal. This is your only method of submitting a payment application.
 - 1.1 There is No Fee associated with using the Portal.
 - 1.2 This also includes Compliance related information such as the Sworn Statement, supporting Waivers, Insurance Certificates, Stored Material Documentation, etc.

END OF SECTION

01 40 00 QUALITY CONTROL**1. TESTING LABORATORY SERVICES**

- 1.1 All work (materials and installation procedures) as indicated in specifications, shall be tested and inspected by an independent testing and inspection agency, approved by the Architect/Engineer to provide the quality control requirements in accordance with these specifications. Results of these tests and inspections when performed in accordance with these specifications will not be disputed by either party. Failure of the Trade Contractor to provide quality control in accordance with this specification may result in the replacement of the work at the Trade Contractor's expense.
- 1.2 Owner Provided Testing – Refer to work category 00 and work category descriptions for testing services provided by the Owner, if applicable.

2. TRADE CONTRACTOR'S RESPONSIBILITY

- 2.1 Unless identified otherwise, Trade Contractors are responsible for testing and/or balancing as defined in their work categories and/or designated specification sections.

3. TESTING & INSPECTION AGENCY RESPONSIBILITIES

- 3.1 Perform all testing and inspection of the work in accordance with these specifications. Furnish qualified personnel and sufficient equipment in a timely manner when required by the Trade Contractor and/or Architect/Engineer to perform all testing and inspection in accordance with these specifications. Provide written reports, electronically and at least one hard copy, in a timely manner of the work tested and inspected. The reports shall include complete material test results and for in place material, a sketch showing the exact location where the test was taken on the project site. The inspection and testing agency and its representatives are not authorized to revoke, alter, relax, enlarge or release any requirements of the contract documents, nor to approve or accept any portion of the work.
- 3.2 Work will be checked by representatives of the testing agencies as it progresses, but failure to detect any defective work or product will not in any way prevent later rejection when such defect is discovered, nor will it obligate the Owner to final acceptance. When it appears that the work or product furnished is in non-conformance with the contract documents, the representative of the testing agency will direct the attention of the Architect/Engineer and Trade Contractor to such non- conformance.

4. AUTHORITY OF THE ARCHITECT/ENGINEER

- 4.1 The Architect/Engineer may order from time to time additional tests and inspection beyond those required, if in his opinion, the subject work may not be meeting specification. The cost for these tests and inspections shall be born by the Trade Contractor if results indicate that work was NOT within the project specifications. The Architect/Engineer may terminate the testing and inspection agency. The Trade Contractor shall then furnish to Construction Manager the name of an additional agency for approval. The Architect/Engineer may perform quality control tests and inspections.

END OF SECTION

01 50 00 TEMPORARY FACILITIES**1. DESCRIPTION OF REQUIREMENTS**

- 1.1 This section specifies requirements for temporary services and facilities, including such items as temporary utility services, temporary construction and support facilities, and project security and protection. Refer to WC 00 for additional requirements.
- 1.2 **USE CHARGES:** No cost or usage charges for temporary services or facilities are chargeable to the Owner or Architect/Engineer. The Construction Manager is responsible for these charges where indicated. In all other cases the Trade Contractor requiring same is responsible for the charges incurred. Cost or use charges for temporary services or facilities will not be accepted as a basis of claims for a change order.

2. PROTECTION OF EXISTING FACILITIES

- 2.1 Each Trade Contractor shall provide and maintain proper shoring and bracing for existing underground utilities, sewers, and building foundations encountered during his excavation work, to protect them from collapse or other type of damage until such time as they are to be removed, incorporated into the new work, or can be properly backfilled upon completion of new work.
- 2.2 Each Trade Contractor shall provide and maintain proper shoring and bracing for existing structures and finishes encountered during the execution of his work to protect from collapse or other type of damage until such time as they are to be removed, incorporated into the new work, or can be properly backfilled upon completion of new work.
- 2.3 Each Trade Contractor shall provide and maintain temporary protection for new and existing work during the execution of his work to protect from dirt and damage. Any damage to new and/or existing work resulting from the lack of or inadequate temporary protection shall be this contractor's responsibility to restore.

3. TEMPORARY ELECTRICAL POWER & LIGHTING

- 3.1 Unless identified otherwise, the following provisions shall apply:
- 3.2 The temporary electrical power and lighting are the responsibility of Trade Contractor Refer to WC 00 to verify if the Owner shall pay for all power consumed for the temporary electrical service.
- 3.3 All Trade Contractors shall obtain the power for their temporary electric requirements from the existing power source available on the site. All necessary lugs, transformers, disconnect switches, fuses, cable, posts, ground fault interrupters, etc., required for connection to the power source and distribution, including wires, cable, supports, etc., shall be provided by Trade Contractor, all as coordinated and approved by the Construction Manager. The Owner shall pay for all reasonable amounts of power consumed for the temporary electrical service. Electric heaters will not be allowed for heating temporary trailers and offices.
- 3.4 Any electrical requirements for power or lighting beyond those listed in this paragraph shall be the responsibility of the Trade Contractor requiring them.

- 3.5 Overtime work requiring standby electricians shall be at the expense of the Trade Contractor requiring same. Installation of temporary electrical power and lighting shall be as scheduled by the Construction Manager.
- 3.6 Electric welder machines will not be allowed to be used without the express permission and approval of the Construction Manager and Owner. The Trade Contractor would have to pay for all equipment and materials required to provide the distribution and power supply if permission were granted to use electric welders, all as coordinated and approved by the Construction Manager.
- 3.7 All temporary electrical installations shall be in compliance with the latest National Electrical Code or OSHA, whichever is more stringent.
4. TEMPORARY HEAT
 - 4.1 Unless identified otherwise, all equipment and labor for temporary heat after building enclosure shall be furnished by Trade Contractor Refer to WC 00 to verify if energy will be supplied by the Owner when the heating equipment is connected to the existing power system.
5. COLD WEATHER PROTECTION
 - 5.1 Unless identified otherwise, each Trade Contractor shall provide the temporary heat and protection necessary to allow his work to continue during cold weather. The building shall be considered to be enclosed when the exterior walls, roofing and temporary closures to all wall and roof openings are in place.
6. TEMPORARY TELEPHONE SERVICE
 - 6.1 Each Trade Contractor shall provide temporary job site telephone service as required at his own expense.
 - 6.2 Telephone numbers for summoning aid, such as the Police Department, the Fire Department, physicians, ambulances, and rescue squads from outside sources shall be conspicuously posted by the Construction Manager at the site of the work.
7. TEMPORARY POTABLE WATER SUPPLY
 - 7.1 Unless identified otherwise, Trade Contractor shall furnish, install, maintain, and remove if necessary, a temporary water supply system as required. Refer to WC 00 to verify if Owner shall pay for water usage fees when connected to the Owner's existing system.
8. TEMPORARY TOILET FACILITIES
 - 8.1 The Construction Manager shall provide and maintain adequate toilet facilities in a clean and sanitary condition for the use of all Trade Contractors. The use of chemical toilet facilities will be permitted.
9. FIRST AID
 - 9.1 The Trade Contractor shall provide a completely equipped first-aid kit, which shall be readily accessible at all times and shall be provided and maintained at the site of the work in a clean and orderly condition. The required number of employees who have been properly instructed shall be designated to be in charge of first aid work. At least one such employee shall be available at all times that the work is in progress.

10. TEMPORARY FIRE PROTECTION

- 10.1 Each Trade Contractor shall be responsible for temporary fire protection related to his own work.
- 10.2 Unless identified otherwise, Trade Contractor shall furnish fire extinguishers in accordance with OSHA, as required for the building. Each Trade Contractor shall furnish fire extinguishers in accordance with OSHA requirements when his work required additional extinguishers.

11. HOISTING & SCAFFOLDING

- 11.1 All hoisting required in the performance of each Trade Contractor will be provided by that Contractor. If a crane is 125 tons or greater, or is a tower crane, only certified operators are allowed. Trade Contractor is responsible for providing required documentation of certification of operators PRIOR to start of work.
- 11.2 Each Trade Contractor shall provide his own scaffolding, which shall be in accordance with all OSHA safety requirements.

12. TEMPORARY SITE FENCE

- 12.1 The temporary site fencing will be provided by the Trade Contractor unless otherwise specifically noted.

13. TEMPORARY BARRICADES, TRAFFIC CONTROL & TRAFFIC LIGHTS

- 13.1 Each Trade Contractor is responsible for the maintenance and replacement (when removed) of all temporary barricades, traffic control, and traffic lights. In addition, each Trade Contractor shall be responsible for installation of temporary barricades in accordance with MIOSHA requirements at openings created by that trade contractor.

14. WATCHMAN

- 14.1 Unless identified otherwise, the services of a watchman will not be provided by either the Owner or the Construction Manager. Each Trade Contractor shall be responsible for, and make good any loss not covered by the Builder's Risk Insurance and shall be responsible for the associated deductible costs.

15. CONSTRUCTION PARKING: Refer to WC 00 for parking requirements.

16. LIMITING EXPOSURES OF WORK: Each Trade Contractor shall supervise performance of the work in such a manner and by such means which will ensure that none of the work, whether completed or in progress, will be subjected to harmful, dangerous, damaging or otherwise deleterious exposure during the construction period. Such exposures include, where applicable, but not by way of limitation the following:

- 16.1 Excessive static or dynamic loading.
- 16.2 Excessive internal or external pressures.
- 16.3 Excessively high or low temperatures.
- 16.4 Thermal shock.
- 16.5 Excessively high or low humidity.
- 16.6 Air contamination or pollution.
- 16.7 Water or ice.

- 16.8 Solvents.
- 16.9 Chemicals.
- 16.10 Light.
- 16.11 Puncture.
- 16.12 Abrasion.
- 16.13 Heavy traffic.
- 16.14 Soiling.
- 16.15 Bacteria.
- 16.16 Insect infestation.
- 16.17 Combustion.
- 16.18 Electrical current.
- 16.19 High speed operation, improper lubrication, unusual wear or other misuse.
- 16.20 Incompatible interface.
- 16.21 Destructive testing.
- 16.22 Misalignment.
- 16.23 Excessive weathering.
- 16.24 Unprotected storage.
- 16.25 Improper shipping or handling.
- 16.26 Theft and Vandalism.

17. SPECIAL CONTROLS DESCRIPTIONS

17.1 SPECIFICATIONS BY REFERENCE: Where reference is made in the specifications to standards of any technical society, association, governmental agency, etc., said specifications or standards shall apply and be binding as though fully repeated therein and are to be considered as a part of these specifications.

18. RELATED WORK: The contractor shall conduct his work in a manner to prevent air, water, and noise pollution by establishing adequate controls during the construction operations. All controls shall be in accordance with the applicable laws of the State of Michigan.

18.1 AIR POLLUTION: The open burning of combustible wastes from clearing and grubbing operations and of waste construction materials will not be permitted. The Contractor shall dispose of all such wastes at sanitary landfill(s) licensed by the Michigan Department of Natural Resources.

18.1.1 Dust Control: The contractor shall maintain all traveled areas in a safe, dust-free condition at all times. To accomplish this, the Contractor shall remove any tracked materials such as mud, dirt,

etc. from construction and haul roads, furnish and apply chloride treatment to temporary roads, furnish and install temporary road patches or surfaces, or any approved methods or systems.

- 18.2 **WATER POLLUTION:** The contractor will be required to perform all construction operations in a manner that will conform to the requirements of Act 347, Soil Erosion and Sedimentation Control Act. Methods to be used are indicated herein (Items No. 1 thru No. 46) and referenced with numbers and symbols to the plans when special details are designated. The contractor shall also be required to perform all work in conformance with the requirements of Act 346, Inland Lakes and Streams. The permits for the construction will be obtained by the Owner, unless otherwise noted in the work category description.
- 18.3 **NOISE POLLUTION:** The contractor shall exercise judgment in the conduct of operations, which by nature result in excessive noise. All such operations shall be coordinated with the Construction Manager and Owner to avoid disruption to Owner operations.
- 18.4 **CONSTRUCTION DEBRIS:** All construction debris shall be removed from the construction site(s) at regular intervals and disposed of at sanitary landfill(s) licensed by State department having authority.
- 18.5 **HOUSEKEEPING:** The project work areas shall be maintained in a neat and clean condition and all debris and waste materials shall be removed from work areas on a daily basis.
19. **VEHICULAR AND PEDESTRIAN TRAFFIC CONTROL:** The contractor shall be responsible for providing, installing, and maintaining vehicular and pedestrian traffic control signs, lights, and barricades in conjunction with construction operations where applicable. Vehicular traffic control measures shall be in accordance with the Michigan Manual of Uniform Traffic Control Devices.
- 19.1 **STREET CLOSING:** No street or roadway may be closed to traffic without prior written permission of the governing body having jurisdiction over the street or roadway.
- 19.2 **EXISTING TRAFFIC CONTROL SIGNS:** Existing traffic control signs which conflict with construction operations may be temporarily removed. The contractor shall provide traffic control for the duration of the sign displacement and signs shall be replaced in the proper location immediately after construction operations adjacent to the sign locations are completed.
20. **FIELD OFFICES**
- 20.1 The Construction Manager shall maintain a temporary field office at the site, equipped with telephone, plan desk and plan files, properly heated and illuminated for his, the Architect's, and the Owner's exclusive use. Each Trade Contractor shall provide his own office as necessary. Temporary offices shall be arranged to avoid interfering with construction, and location shall be approved by the Construction Manager.
21. **SMOKING POLICY**
- 21.1 Refer to WC 00 for Smoking Policy. Failure to comply with this policy may result in the loss of smoking privileges for all construction personnel on the project, and/or dismissal from the site. There will be no smoking in the Construction Manager's field office.

END OF SECTION

01 60 00 MATERIAL AND EQUIPMENT**1. MOVING MATERIALS**

- 1.1 If at any time it becomes necessary to move materials temporarily located on site, which is to enter into their final construction, the Trade Contractor furnishing the materials shall, when so directed by the Construction Manager, move them to another location at his own expense.

2. STORAGE & PROTECTION

- 2.1 **GENERAL:** Each Trade Contractor shall use the area designated by the Construction Manager for storage of materials, etc., but shall confine this area to a minimum within Contract limits as shown on the plans. Storage beyond this area will not be permitted. Roof areas shall NOT be used for the storage of windows, removals, debris or any other construction items. Storage on the site is very limited and Trade Contractors shall provide for the bulk of materials remote from the site. Refer to Section 00210 for project specific requirements.
- 2.2 Each Trade Contractor shall provide suitable and sufficiently enclosed and covered spaces, with raised flooring, to protect materials and equipment from damage by weather or construction work.

3. SALVAGING OF MATERIALS

- 3.1 **GENERAL:** If applicable, materials or equipment shown on drawing or specified herein to be salvaged but not reused, shall become the property of the Owner and each Trade Contractor shall deliver said items to location designated by the Construction Manager. All items not specified to be salvaged for reuse or delivered to the Owner, will be removed from the project site and disposed of legally.

4. PRODUCTS AND SUBSTITUTIONS**4.1 SUBSTITUTION SUBMITTALS**

- 4.1.1 The following submittals shall be required for materials, assemblies, and component parts of assemblies where scheduled in the "Submittals" Section of Division 1, specified in the Trade Sections or required by the Construction Manager or the Architect as a condition precedent to acceptance of a proposal material, a statement of:

4.1.1.1 Product Certification

4.1.1.2 Manufacturer's review of documents and conditions of use.

4.1.1.3 Approval of proposed Applicator or Installer.

4.1.1.4 Proposal for on-site instruction.

4.1.1.5 Manufacturer's supervision of inspection.

- 4.1.2 Submittals shall be in same form as specified for Request for Acceptance of Materials described herein and, wherever practical should accompany such request.

- 4.1.3 Submit description of the complete system for each assembly listing all proposed components and acknowledging adjacent materials which are in contact with material or function as a part of the system.

- 4.1.4 Where one or more of these services are specified, they are considered to be an integral part of the new system. A proposal to delete any specified service will be considered as a reduction in Scope, subject to general conditions for changes in the work.

4.2 MODIFICATIONS

- 4.2.1 Letter of certification, or request for acceptance, shall indicate all modifications and clarifications to the Contract Documents, including additional instructions for installation or use, which are, in the opinion of the Manufacturer, necessary for proper performance.
- 4.2.2 If any of the services specified under this Section are not scheduled as a requirement but are normally recommended by the Manufacturer, notify the Construction Manager and the Architect of such recommendation.
- 4.2.3 Modifications and clarifications to the Contract Documents, which in the opinion of the Architect do not affect the finished quality of appearance of the Work, will be accepted, subject to the following conditions:
 - 4.2.3.1 Conform to the functional intent of system design.
 - 4.2.3.2 Accepted by all contracting parties, including Subcontractor and Manufacturer.
 - 4.2.3.3 Include all costs in the original bid price for adjustments to the scope of the Work including the work of other trades.
- 4.2.4 Modification which affect the scope of the work, or the work of other trades, and for any reason can not be settled prior to bidding, will be considered under the terms of the General Conditions as Changes in the Work.

4.3 PROTECTION CERTIFICATION

- 4.3.1 Product certification is a statement by the manufacturer that to the best of its knowledge, the material has not failed to perform when previously used for similar purposes and under similar conditions of use.
- 4.3.2 Obtain and submit statements from manufacturers and fabricators of materials, assemblies and component parts of assemblies that the product as delivered conforms to their published data.
- 4.3.3 Obtain manufacturer's approval for all variations from published recommendations for installation, operation and conditions of use.
- 4.3.4 It shall be the duty of the supplier of any material on this Work to submit evidence, upon request, that his material is in compliance with the applicable codes, ordinances and standards referenced therein, in the method in which the material is used in this project.

4.4 GENERAL REQUIREMENTS FOR SUBSTITUTIONS

- 4.4.1 The Contract Documents indicate and call for certain articles, devices, products, fixtures, materials and work by named manufacturers. The Contract shall be based on materials and work manufactured and supplied by those named.
- 4.4.2 Definitions:

- 4.4.2.1 Specified Manufacturers or Materials: Those named in the Contract Documents.
- 4.4.2.2 Substitutions: Manufacturers or materials, which are not named in the Contract Documents.
- 4.4.3 Trade Contractor's Responsibility: Manufacturers and trade names are specified to establish a standard. The fact that a product is named does not constitute a guarantee by the Architect that the named Manufacturers have agreed to provide or to modify their product in order to meet all requirements of the Contract Documents. It is the responsibility of the Trade Contractor to obtain assurances from its suppliers that the product it proposes to use will meet all requirements of the Contract Documents. The fact that a material or Manufacturer is a substitution shall not act to either increase or decrease the Trade Contractor's responsibility for performance.
- 4.4.4 Substitutions During Bidding:
 - 4.4.4.1 Substitutions shall be included in the proposal under the following conditions only and shall follow all requirements of "Acceptance of Substitutions". Paragraph 1.5.6.
 - 4.4.4.2 When the Trade Contractor knows of another product of equal or better quality and performance, which is more readily available.
 - 4.4.4.3 When the trade contractor has had unsatisfactory experience with one or more of the specified products or has reason to believe that the specified manufacturer will not provide the necessary guarantees or assume responsibility for performance.
- 4.4.5 Substitutions After Contract:
 - 4.4.5.1 Substitutions proposed after execution of the Contract will, if approved by the Architect, be handled in accordance with Article 12 "Changes in the Work" as modified and supplemented herein. A Request for Change is sufficient authorization for the Trade Contractor's issuance of a purchase order.
 - 4.4.5.2 A change of Manufacturer or product previously approved will be considered and handled as a Change in the Work.
 - 4.4.5.3 Increases in the cost of materials or Work resulting from the failure of the Trade Contractor to issue a purchase order within the time limits stated in the specified manufacturer's original proposal shall be the sole responsibility of the Trade Contractor and shall not be grounds for a substitution or an increase in the Contract Sum.
- 4.4.6 Acceptance of Substitutions:
 - 4.4.6.1 Substitutions will be considered for any manufacturer except where only one manufacturer is listed.
 - 4.4.6.2 In all cases where substitutions are proposed by the trade contractor, it shall be the sole responsibility of the trade contractor to provide adequate data and samples as required by the Architect to evaluate the substitution.

- 4.4.6.3 Request for acceptance of substitution shall be presented not less than seven (7) days in advance of the date on which a decision by the Architect is required and shall:
- 4.4.6.3.1 Include all information required by this Specification.
 - 4.4.6.3.2 State the reason for the substitution.
 - 4.4.6.3.3 Include accurate cost data if the substitute material involves a change in the Contract Sum, or if so requested by the Architect.
 - 4.4.6.3.4 Provide or make arrangements for the Manufacturer to provide complete data describing the proposed substitution, including samples and itemized comparison with the specified materials, and work, if requested by the Architect.
- 4.4.6.4 The Architect shall not be obliged to justify his reason for rejecting a proposed substitution.
- 4.4.6.5 In the event that a substitution is accepted conditionally on the Contractor's agreement to assume full responsibility for equality and performance, the Contract shall provide a full value warranty and agree to make good all damages resulting from the failure of the substitute product.

4.5 ACCEPTANCE OF MATERIALS AND MANUFACTURERS

4.5.1 Standard Materials:

- 4.5.1.1 Architect's acceptance applies to the Manufacturer only and shall not act to permit any deviation from other requirements of the Specifications.
- 4.5.1.2 Acceptance will be based on the Manufacturer's specifications at time of issuance of Bidding Documents. Deviations from such specifications shall be considered as a substitution.
- 4.5.1.3 Requests for acceptance shall be in tabular form stating Specification paragraph and material selected, except as otherwise provided.
- 4.5.1.4 Shop Drawings shall not indicate any material for which acceptance has not been received, unless accompanied by a separate request for approval. In no case shall Architect's review and return of Shop Drawings constitute and acceptance of either specified or substitute manufacturers or materials.

4.5.2 Special Materials

- 4.5.2.1 Special materials are materials, which are specified as requiring supervision or technical services by the manufacturer for proper installation.
- 4.5.2.2 Request for acceptance of special materials shall include a letter from the manufacturer which letter shall contain all information required hereinafter.

4.5.3 Materials Involving Supplementary Warranty or Maintenance Contract:

- 4.5.3.1 These materials shall be submitted as a request for acceptance over the signature of a qualified technical representative in the direct employment of the manufacturer or such other person as the manufacturer may authorize in writing. Request for acceptance shall contain the following information:
- 4.5.3.1.1 Name of project.
 - 4.5.3.1.2 Name of Contractor, Subcontractor or other party to whom material is furnished.
 - 4.5.3.1.3 Reference to Specification Section and Article where material is specified and other Contract Documents necessary for identification.
 - 4.5.3.1.4 Statement of acceptance of documents, conditions, and performance requirements.
 - 4.5.3.1.5 Statement that documents as issued are in accordance with manufacturer's recommendations for use of specified materials, or
 - 4.5.3.1.6 Recommended modification of detail, use, application or for substitution of different product by same manufacturer as being more suitable for the performance requirements of the warranty.
 - 4.5.3.1.7 Statement that detailed installation instructions will be provided.
 - 4.5.3.1.8 Extent of job site technical services, consultants or instructors proposed, if any.
 - 4.5.3.1.9 Statement that warranty will be provided.
 - 4.5.3.1.10 Special provisions required to keep warranty in force.
- 4.5.3.2 Requests for acceptance may be in the form of a letter including the above items and addressed to the subcontractor responsible for installation of the material, or may be according to a sample form of Material Proposal, provided by the Architect.
- 4.5.3.3 Upon receipt of the manufacturer's proposal, the subcontractor shall add his own statement agreeing to comply with the manufacturer's requirements and warranting his own workmanship.
- 4.5.3.4 The contractor shall submit letter of endorsement and copies of all documents, including letters of comment, to the Architect for approval. In the event that the request for approval recommends a change in the work, modification of detail, or substitution of material, the contractor shall indicate his concurrence with the change as being within the scope of the contract or indicate the change in the Contract Sum for making such change, or state his objections to the change.

4.6 AIR POLLUTION CONTROL

- 4.6.1 Request for approval of equipment, which may generate air pollutants, shall be accompanied by certification of compliance with approvals from all State and Local Air Pollution Control Authorities having jurisdiction.
- 4.6.2 Request shall state that manufacturer has provided all information and complied with all requirements of the above agencies including requirements for in place monitoring and measurements.

4.7 INSPECTION AND TESTING

- 4.7.1 In accordance with Sections of this Division applying to Laboratory Tests and Inspections, the Owner has the option to employ independent inspectors for certain portions of the Work and to have materials tested by an Independent Testing Laboratory.
- 4.7.2 In addition to necessary samples of materials, manufacturer shall provide information and data required by the laboratories and inspectors for the proper performance of their work.
- 4.7.3 Where certification by Independent Testing Laboratory is required to demonstrate compliance with a specified standard (ASTM, ANSI or similar), Laboratory Reports shall be dated not more than two years prior to submittal and shall refer to the issue of said standard current as of the issue date of the Contract Documents. Later issue or similar standards superseding the standards will be accepted subject approval by the Architect.

END OF SECTION

01 70 00 PROJECT CLOSEOUT

1. **DEFINITIONS:** Project closeout is the term used to describe certain collective project requirements, indicating completion of the Work that are to be fulfilled near the end of the Contract time in preparations for final acceptance and occupancy of the Work by the Owner, as well as final payment to each Trade Contractor and the normal termination of the Contract.
 - 1.1 Specific requirements for individual units of work are included in the appropriate sections in Divisions 2 through 42.
2. **PREREQUISITES FOR SUBSTANTIAL COMPLETION**
 - 2.1 **GENERAL:** Complete the following before requesting the Construction Manager to coordinate inspections for certification of substantial completion, either for the entire Work or for portions of the Work. List known exceptions in the request.
 - 2.1.1 In the progress payment request that coincides with, the date substantial completion is claimed, show either 100% completion for the portion of the Work claimed as "substantially complete", or list incomplete items, the value of incomplete work, and reasons for the Work being incomplete.
 - 2.1.2 Include supporting documentation for completion as indicated in these contract documents.
 - 2.1.3 Advise Construction Manager of pending insurance change-over requirements.
 - 2.1.4 Submit special warranties, workmanship/maintenance bonds, maintenance agreements, final certifications, and similar documents.
 - 2.1.5 Obtain and submit releases enabling the Owner's full, unrestricted use of the Work and access to services and utilities. Where required, include occupancy permits, operating certificates and similar releases.
 - 2.1.6 Submit record drawings, maintenance manuals, final project photographs, damage or settlement survey, property survey, and similar final record information.
 - 2.1.7 Deliver tools, spare parts, extra stocks of material and similar physical items to Construction Manager.
 - 2.1.8 Make the final change-over of locks and transmit keys to the Construction Manager. Advise the Construction Manager's personnel of the change over in security provisions.
 - 2.1.9 Complete start up testing of systems, and instruction of the Owner's operating and maintenance personnel. Discontinue or change over and remove temporary facilities and services from the project site, along with construction tools and facilities, mockups, and similar elements.
 - 2.1.10 Complete final cleaning up requirements, including touch-up painting of marred surfaces.
 - 2.1.11 Touch-up and otherwise repair and restore marred exposed finishes.
 - 2.1.12 Submit a statement showing an accounting of change-over requirements.

2.2 INSPECTION PROCEDURES: Upon receipt of the Trade Contractor's request for inspection, the Architect/Engineer will either proceed with inspection or advise the Construction Manager of unfilled prerequisites.

2.2.1 Following the initial inspection, the Architect/Engineer will either prepare the certificate of substantial completion, or will advise the Construction Manager of work which must be performed before the certificate will be issued. The Architect/Engineer will repeat the inspection when requested and when assured that the Work has been substantially completed.

2.2.2 Results of the completed inspection will form the initial "punchlist" for final acceptance.

3. PREREQUISITES FOR FINAL ACCEPTANCE

3.1 GENERAL: Complete the following before requesting the Architect / Engineer's final inspection for certification of final acceptance, and final payment as required by the General Conditions. List known exceptions, if any, in the request.

3.1.1 Submit the final payment request with final releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required.

3.1.2 Submit an updated final statement, accounting for final additional changes to the Contract Sum.

3.1.3 Submit a certified copy of the Architect/Engineer's final punchlist of itemized work to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance and has been endorsed and dated by the Architect/Engineer.

3.1.4 Submit consent of surety.

3.1.5 Submit a final liquidated damages settlement statement, acceptable to the Owner where applicable.

3.1.6 Submit evidence of final, continuing insurance coverage complying with insurance requirements.

3.2 REINSPECTION PROCEDURE: The Architect/Engineer will reinspect the Work upon receipt of the Construction Manager's notice that the work, including punchlist items resulting from earlier inspections, has been completed, except for these items whose completion has been delayed because of circumstances that are acceptable to the Architect/Engineer.

3.2.1 Upon completion of reinspection, the Architect/Engineer will either prepare a certificate of final acceptance, or will advise the Construction Manager of work that is incomplete or of obligations that have not been fulfilled, but are required for final acceptance.

3.2.2 If necessary, the reinspection procedure will be repeated.

4. RECORD DOCUMENT SUBMITTALS

4.1 GENERAL: Specific requirements for record documents are indicated in the individual sections of these specifications. Other requirements are indicated in the General Conditions. General submittal requirements are indicated in the various "submittals" sections.

- 4.1.1 Do not use record documents for construction purposes; protect from deterioration and loss provide access to record documents for the Architect/Engineer's reference during normal working hours.
- 4.2 Record Drawings: Maintain a record set contract drawings and shop drawings in a clean, undamaged condition. Mark up the set of record documents to show the actual installation where the installed work varies substantially from the work as originally shown. Mark whichever drawing is most capable of showing the actual "field" condition fully and accurately; however, where shop drawings are used for mark up, record a cross reference at the corresponding location on the working drawings. Give particular attention to concealed work that would be difficult to measure and record at a later date.
 - 4.2.1 Mark record sets with red erasable pencil and, where feasible, use other colors to distinguish between variations in separate categories of work.
 - 4.2.2 Mark up new information, which is known to be important to the Owner, but for some reason was not shown on either contract drawings or shop drawings.
 - 4.2.3 Note related change order numbers where applicable.
 - 4.2.4 Organize record drawing sheets into manageable sets, bind with durable paper cover sheets, and print suitable titles, dates and other identification on the cover of each set.
 - 4.2.5 At the completion of the Trade Contractor's work, submit record sets of drawings to the Construction Manager showing all record drawing conditions.
- 4.3 RECORD SPECIFICATIONS: Maintain one complete copy of the Project Manual, including specifications addenda, bulletins, and one copy of other written construction documents such as change orders and similar modifications issued in printed form during construction. Mark these documents to show substantial variations in the actual work performed in comparison with the text of the specifications and modifications as issued. Give particular attention to substitutions, selection of options and similar information on work where it is concealed or cannot otherwise be readily discerned at a later date by direct observation. Note related record drawing information and product data, where applicable.
 - 4.3.1 Upon completion of the Work, submit record specifications to the Construction Manager for the Owner's records.
- 4.4 RECORD PRODUCT DATA: Maintain one copy of each product data submittal. Mark these documents to show significant variations in the actual Work performed in comparison with the submitted information. Give particular attention to concealed products and portions of the Work, which cannot otherwise be readily discerned at a later date by direct observation. Note related change orders and markup of record drawings and specifications.
 - 4.4.1 Upon completion of mark up, submit complete sets of record product data to the Construction Manager for the Owner's records.
- 4.5 MISCELLANEOUS RECORD SUBMITTALS: Refer to other sections of the specifications for requirements of miscellaneous record keeping and submittals in connection with the actual performance of the Work. Immediately prior to the date or dates of substantial completion, complete miscellaneous records and

place in good order, properly identified and bound or filed, ready for continued use and reference. Submit to Construction Manager for the Owner's records.

- 4.6 MISCELLANEOUS MANUALS; Organize operating and maintenance data into suitable sets of manageable size. Bind data into individual binders properly identified and indexed. Unless identified otherwise, bind each set of data in a heavy duty 3 ring vinyl covered binder, with pocket folders for folded sheet information. Mark the appropriate identification on both front and spine of each binder. 3-ring vinyl covered binder, with pocket folders for folded sheet information. Mark the appropriate identification on both front and spine of each binder.

4.6.1 Include the following types of information in operation and maintenance manuals:

- 4.6.1.1 Emergency instructions.
- 4.6.1.2 Spare parts listing.
- 4.6.1.3 Copies of warranties.
- 4.6.1.4 Wiring diagrams.
- 4.6.1.5 Recommended "turn around" cycles.
- 4.6.1.6 Inspection procedures.
- 4.6.1.7 Shop drawings and product data.

5. CLOSEOUT PROCEDURES

- 5.1 GENERAL OPERATING AND MAINTENANCE INSTRUCTIONS: Arrange for each installer of operating equipment and other work that requires regular or continuing maintenance, to meet at the site with the Owner's personnel to provide necessary basic instruction in the proper operation and maintenance of the entire Work. Where installers are not experienced in the required procedures, include instruction by the manufacturer's representatives.

5.1.1 As part of this instruction provide a detailed review of the following items:

- 5.1.1.1 Maintenance manuals.
- 5.1.1.2 Record documents.
- 5.1.1.3 Spare parts and materials.
- 5.1.1.4 Tools.
- 5.1.1.5 Lubricants.
- 5.1.1.6 Fuels.
- 5.1.1.7 Identification systems.
- 5.1.1.8 Control sequences.
- 5.1.1.9 Hazards.
- 5.1.1.10 Cleaning.

5.1.1.11 Warranties, bonds, maintenance agreements and similar continuing commitments.

5.1.2 As part of this instruction for operating equipment demonstrate the following procedures:

5.1.2.1 Start-up.

5.1.2.2 Shut down.

5.1.2.3 Noise and vibration adjustments.

5.2 FINAL CLEANING

5.2.1 **GENERAL:** Special cleaning requirements for specific units of Work are included in the appropriate sections of the specifications. General Cleaning during the regular progress of the Work is required by the General Conditions and Subcontract Agreements.

5.2.2 **CLEANING:** Provide final cleaning of the Work at the time indicated. Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit of work to the condition expected from a normal, commercial building cleaning and maintenance program. Comply with the manufacturer's instructions for operations.

5.2.3 Complete the following cleaning operations before requesting the Architect /Engineer's inspection for certification of substantial completion:

5.2.3.1 Remove labels which are not required as permanent labels.

5.2.3.2 Clean transparent materials, including mirrors and glass in doors and windows, to a polished condition. Remove substances, which are noticeable as vision obscuring materials. Replace chipped or broken glass and other damaged transparent materials.

5.2.3.3 Clean exposed exterior and interior hard surfaced finishes to a dust free condition, free of dust, stains, films and similar noticeable distracting substances. Leave concrete floors broom clean. Vacuum carpeted surfaces.

5.2.3.4 Wipe surfaces of mechanical and electrical equipment clean. Remove excess lubrication and other substances. Clean plumbing fixtures to a sanitary condition. Clean light fixtures and lamps.

5.2.3.5 Clean the project site, including landscape development areas, of rubbish, litter and other foreign substances. Sweep paved areas to a broom clean condition; remove stains, spills and other foreign deposits. Rake grounds that are neither paved nor planted, to a smooth even textured surface.

5.2.4 **REMOVAL OF PROTECTION:** Remove temporary protection devices and facilities, which were installed during the course of the work to protect previously, completed work during remainder of the construction period.

5.2.5 **COMPLIANCE:** Comply with safety standards and governing regulations for cleaning operation. Do not burn waste materials at site. Do not bury debris or excess materials on Owner's property. Do not discharge volatile or other harmful or dangerous materials into drainage systems. Remove waste materials from the site and dispose of in a lawful manner.

- 5.2.5.1 Where extra materials of value remaining after completion of associated work have become Owner's property, dispose of these materials to the Owner's best advantage as directed.

END OF SECTION

01 74 00 WARRANTIES

1. SUMMARY

- 1.1 Specified Herein: Warranties and continuing services required to be provided by manufacturers of materials and systems where required for proper performance.
- 1.2 The word "Guarantee" when appearing in any Contract Document or construction correspondence shall be defined as warranty in accordance with Article 3.5 of the General Conditions.

2. SUBMITTAL

- 2.1 Submit warranties in accordance with Article 3.5 of the General Conditions as modified by Supplementary Conditions and additional requirements specified under the individual Trade Sections.
- 2.2 Required types of warranties and additional services are scheduled and listed in the Trade Sections.
- 2.3 In all cases where "Special Warranties" or "Service Contracts" are required, the request for approval of materials will be accepted by the Owner and the Architect on the understanding that manufacturer agrees to provide the specified warranty or other service unless stated otherwise in the request.
- 2.4 The Owner will not be bound to accept any limitations or variations from the specified warranty, which were not filed with the request for acceptance and accepted prior to purchase of materials.
- 2.5 Warranties shall be submitted prior to request for payment for 100% completion in each case, shall acknowledge the responsibilities defined under Supplementary Conditions and shall include:
 - 2.5.1 Manufacturer's warranty that all materials comply with its published standards, comply with the requirements of the Specifications and where specified, are adequate for the proposed use.
 - 2.5.2 Subcontractor's warranty that all workmanship complies with the requirements of the Specifications and of the manufacturer.
 - 2.5.3 Contractor's warranty covering the entire work and accepting responsibility for all limitations imposed by the manufacturer or subcontractor except where such limitations have been previously accepted by the Architect.
 - 2.5.4 Certification and verification of previously submitted information including statement of all limitations, required maintenance and similar conditions of the warranty.

3. STANDARD WARRANTIES

- 3.1 A standard warranty is a warranty whose terms are essentially the same as normally offered by the manufacturer of standard with the industry.
- 3.2 General Conditions require that standard warranties apply as a minimum requirement notwithstanding the fact that submittal of a copy of the warranty is not required.
- 3.3 Unless otherwise specified, a standard warranty shall be for a period on one (1) year from Date of Substantial Completion.
- 3.4 Contractor shall obtain and furnish to the Owner from each manufacturer of materials or equipment incorporated into the Work a warranty at least as favorable to Owner as that customarily given by such

manufacturer to others. Contractor shall inform itself as to any conditions precedent to the effectiveness of each manufacturer's warranty and comply with all such conditions (or obtain waivers thereof from the manufacturer) so that such warranty shall be fully effective. If any event occurs which might invalidate any manufacturer's warranty, contractor shall promptly notify the Owner and the Architect.

- 3.5 All warranty periods shall commence on the Date of Substantial Completion except that, if it is discovered after said date that certain work or materials were not in fact in conformance with the requirements of the Contract Documents, the applicable warranty period shall re-commence from the completion of the repair or replacement of such Work to make it so conform.
- 3.6 The fact that a manufacturer's warranty differs in its terms from those of the contractor or any subcontractor, the acceptance by the Owner of any warranty of a manufacturer or subcontractor, or the fact that the Owner has claimed initially on such warranty, shall not in any way release contractor from his warranty obligations under the contract.

4. SPECIAL WARRANTIES

- 4.1 A special warranty is one whose terms, in addition to the standard coverage offered by the manufacturer, contain other special provisions, including:
 - 4.1.1 Acknowledgment of specified list of items, which shall be specifically noted as being covered by the warranty.
 - 4.1.2 Acknowledgment of specific conditions for use or exposure.
 - 4.1.3 Extension of warranty to waive standard exceptions or to extend limits including time.
 - 4.1.4 Requirements for specific performance by other trades including method of separation and protection from, or assurance of compatibility with, adjacent materials.
 - 4.1.5 Assemblies and systems, which may include products of other manufacturers.
 - 4.1.6 Conditions where certain performance criteria are specified and must be either acknowledged or actual limits are required to be determined by performance testing subject to Owner's review and acceptance.
 - 4.1.7 Conditions where manufacturer's continuing involvement such as maintenance or advisory service is required.
- 4.2 Maintenance Service During Warranty Period:
 - 4.2.1 Reference to routine maintenance required to be performed by the Owner during the warranty period shall be listed in the original submittal of proposed warranty.
 - 4.2.2 All other administration and maintenance service required during the warranty period, including installation of items repaired or replaced under the terms of the warranty shall be included in the original Contract.

5. SERVICE CONTRACTS

- 5.1 Required types of Service Contract Proposals are scheduled under Schedule or Required Submittals and are listed in the Trade Sections.
- 5.2 Where specified, the subcontractor or manufacturer originally supplying services and skills required for proper maintenance and agreeing to maintain availability of replacement parts and materials.
- 5.3 The Service Contract is in addition to, and independent of, the Warranty and shall not act to either extend the Warranty or to reduce the contractor's responsibilities thereunder.
- 5.4 Unless otherwise specified or agreed, Service Contracts shall be written for a period of five (5) years starting with the termination of similar services included under the warranty and shall include cancellation privilege annually when exercised at least 60 days prior to anniversary date.
- 5.5 The contractor shall:
 - 5.5.1 Prior to submittal of manufacturer of subcontractor for approval, verify that specified service is available and will be offered.
 - 5.5.2 Secure from the manufacturer of subcontractor a bona fide proposal to perform the specified services.
 - 5.5.3 When so directed, assist the Architect in obtaining proposals for the performance of the specified services by other competent parties.
6. ADVISORY AND INSPECTION SERVICE
 - 6.1 Advisory and Inspection Service consists of:
 - 6.1.1 Periodic inspection on a regular scheduled basis. Include schedule of proposed inspections of the agreement.
 - 6.1.2 All necessary information, including special training, where required to adequately instruct Owner's maintenance personnel in preventive maintenance repairs and treatments. If such maintenance work is recommended:
 - 6.1.2.1 Obtain or submit price quotations for recommended work.
 - 6.1.2.2 When so instructed by the Owner, make all necessary arrangements for the performance of the Work.
 - 6.2 Parts and Materials Agreement:
 - 6.2.1 Where standard commercially available parts of materials are suitable for maintenance or repair, inform Owner concerning trade name or description and location where they may be obtained.
 - 6.2.2 Where parts or materials are not readily available maintain replacement stocks at a location as required to prevent undue delay in repairs or loss of use of equipment pending delivery.
7. MAINTENANCE SERVICE

- 7.1 A Maintenance Service Contract is an agreement that in addition to Advisory and Inspection Service, the Manufacturer will provide, or otherwise make available through his agent, a regular maintenance service program scheduled during normal working hours.
 - 7.2 Proposals shall schedule proposed times for servicing and list the services to be performed.
 - 7.3 Maintenance service of equipment shall be performed solely by the original Equipment Contractor and shall not be assigned or transferred to any agent or subcontractor without the approval of the Owner
 - 7.4 Repairs:
 - 7.4.1 Permanent repairs shall be started within seven (7) days after notification by the Owner.
 - 7.4.2 In the event that emergency and permanent repairs are not started within the specified time limits, or if the work is stopped without the Owner's consent, the Owner shall have the same options to have repairs performed by others as specified under Warranties without invalidating this agreement.
 - 7.5 Equipment maintenance shall include systematic examinations, and adjustments and lubrication of all equipment. The Equipment Maintenance Contractor shall repair and replace electrical and mechanical parts whenever required using only genuine standard parts recommended or produced by the manufacturer of the equipment.
 - 7.6 Addition work when so directed by the Owner shall be included under the work of the Maintenance Contract and the Contractor shall be reimbursed at the current prevailing rate for the cost of materials, labor and services. Such additional work shall include:
 - 7.6.1 Repairs or replacement required as a result of negligence, abuse, or other actions contrary to the Equipment Contractor's operating instructions.
 - 7.6.2 Improvement or additional equipment required by the Owner, Insurance Companies, or Governmental Authorities.
 - 7.6.3 Except for emergency service, the additional cost for overtime work based on the difference between regular and overtime labor when the Owner requests that such work be performed outside of regular working and so authorized in writing
 - 7.7 Additional requirements for specific maintenance contracts are specified in the various Trade Sections.
8. EMERGENCY CALL-BACK SERVIC
- 8.1 Emergency Call-Back Service is an agreement to provide rescue and repair service on an emergency basis where required for the protection of life and property.
 - 8.2 Owner's agreement to permit manufacturers to assign agreement to an agent does not relieve manufacturer of responsibility to verify that service remains available for the specified time.
 - 8.3 Agreement shall remain in effect for the lifetime of all Warranties, Service Contracts and for such longer time as may be specified or agreed.

- 8.4 Service shall be available on a 24 hour, 7-day basis and shall be performed within the following time limit after notification of emergency unless otherwise specified. Maintain emergency telephone number on file with the Owner for nights and weekends.

9. CERTIFICATION

- 9.1 Product Certification: See Division 1, Section titled "Material and Equipment".
- 9.2 Workmanship Certification is a statement by the applicator or installer that all materials and workmanship in connection with the system have been furnished and installed in complete conformance with Contract Documents, and with the manufacturer's specifications and requirements for the particular type of use specified.
- 9.3 A product certification where specified as a requirement shall be in a form similar to the following:
 - 9.3.1 "We, the (Manufacturing Company), certify that the complete system as detailed and specified can be installed and will perform in accordance with the requirements of the specifications and the ASTM Standards referenced therein for the guarantee period of one year or such longer period as may be negotiated between the Owner and the (Manufacturing Company).
 - 9.3.2 Upon completion of the Project we will inspect the work and certify to the Owner that the system as installed is in accordance with the Manufacturer's requirements or indicated in writing what remedial action is necessary in order that it does so conform."

END OF SECTION



00 70 00 GENERAL CONDITIONS OF THE CONTRACT

DATE: April 23, 2026

PROJECT: Jefferson Elementary Abatement and Demolition

OWNER: Manistee Area Public Schools

The General Conditions of the Prime Agreement/Owner Contract, attached hereto, are fully incorporated, and made a part of the Contract Documents. Subcontractor shall bid on the project subject to all terms and conditions of the Contract Documents.

All references to the “Standard form of General Conditions” are hereinafter used in these specifications shall refer to the above documents.

END OF SECTION

00 45 00 FORM OF SWORN STATEMENT OF FAMILIAL RELATIONSHIP

As required by Section 1267 of the Revised School Code - MCL 380.1267

STATE OF MICHIGAN
COUNTY OF MANISTEE

_____, being duly sworn, deposes and says:

That _____ (the "Bidder") has bid to be the (Contractor) (Trade Contractor) for an improvement to the following described real property located in Manistee County, Michigan, which is owned by the Manistee Area Public School, and legally described as follows:

**Manistee Area Public School
550 Maple Street
Manistee, MI 49660**

That the following is a statement of disclosure of any familial relationship that exists between the owner or any employee of the Bidder and any member of the Manistee Area Public Schools Board of Education or the Superintendent, as required pursuant to Section 1267 of the Revised School Code, as amended.

- That there are no such familial relationships existing at this time.
- That a familial relationship exists between _____, who is an (owner) (employee) of the Bidder and the _____ (nature of familial relationship - e.g., brother, sister, cousin, etc.) of _____, who is (a member of the Board) (the Superintendent).

Deponent

Subscribed and sworn to before me this _____ day of _____, 2026.

Notary Public, _____ County, Michigan
My commission expires: _____

00 45 00.10 IRAN ECONOMIC SANCTIONS ACT CERTIFICATE

In accordance with the Iran Economic Sanctions Act, Michigan 2012 PA 517, effective April 1, 2013, (MCL 129.311, et seq.), (the "Act"), the undersigned certifies in support of its bid or proposal that it is not an Iran linked business as such is defined in the Act.

Contractor: _____

By: _____

Dated: _____

Name: _____

Title: _____

Act No. 517
Public Acts of 2012
Approved by the Governor
December 28, 2012
Filed with the Secretary of State
December 28, 2012
EFFECTIVE DATE: April 1, 2013

**STATE OF MICHIGAN
96TH LEGISLATURE
REGULAR SESSION OF 2012**

Introduced by Senators Kahn, Marleau, Brandenburg, Anderson, Green and Booher

ENROLLED SENATE BILL No. 1024

AN ACT to prohibit persons who have certain economic relationships with Iran from submitting bids on requests for proposals with this state, political subdivisions of this state, and other public entities; to require bidders for certain public contracts to submit certification of eligibility with the bid; to require reports; and to provide for sanctions for false certification.

The People of the State of Michigan enact:

Sec. 1. This act shall be known and may be cited as the "Iran economic sanctions act".

Sec. 2. As used in this act:

- (a) "Energy sector of Iran" means activities to develop petroleum or natural gas resources or nuclear power in Iran.
- (b) "Investment" means 1 or more of the following:
 - (i) A commitment or contribution of funds or property.
 - (ii) A loan or other extension of credit.
 - (iii) The entry into or renewal of a contract for goods or services.
- (c) "Investment activity" means 1 or more of the following:
 - (i) A person who has an investment of \$20,000,000.00 or more in the energy sector of Iran.
 - (ii) A financial institution that extends \$20,000,000.00 or more in credit to another person, for 45 days or more, if that person will use the credit for investment in the energy sector of Iran.
- (d) "Iran" means any agency or instrumentality of Iran.
- (e) "Iran linked business" means either of the following:
 - (i) A person engaging in investment activities in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran.
 - (ii) A financial institution that extends credit to another person, if that person will use the credit to engage in investment activities in the energy sector of Iran.
- (f) "Person" means any of the following:
 - (i) An individual, corporation, company, limited liability company, business association, partnership, society, trust, or any other nongovernmental entity, organization, or group.
 - (ii) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in section 1701(c)(3) of the international financial institutional act, 22 USC 262r(c)(3).

(iii) Any successor, subunit, parent company, or subsidiary of, or company under common ownership or control with, any entity described in subparagraph (i) or (ii).

(g) "Public entity" means this state or an agency or authority of this state, school district, community college district, intermediate school district, city, village, township, county, public authority, or public airport authority.

Sec. 3. (1) Beginning April 1, 2013, an Iran linked business is not eligible to submit a bid on a request for proposal with a public entity.

(2) Beginning April 1, 2013, a public entity shall require a person that submits a bid on a request for proposal with the public entity to certify that it is not an Iran linked business.

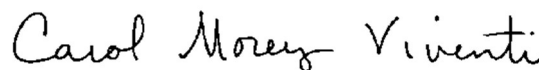
Sec. 4. If a public entity determines, using credible information available to the public, that a person has submitted a false certification under section 3(2), the public entity shall provide the person with written notice of its determination and of the intent not to enter into or renew a contract with the person. The notice shall include information on how to contest the determination and specify that the person may become eligible for a future contract with the public entity if the person ceases the activities that cause it to be an Iran linked business. The person shall have 90 days following receipt of the notice to respond in writing and to demonstrate that the determination of false certification was made in error. If a person does not make that demonstration within 90 days after receipt of the notice, the public entity may terminate any existing contract and shall report the name of the person to the attorney general together with information supporting the determination.

Sec. 5. The attorney general may bring a civil action against any person reported under section 4. If a civil action results in a finding that the person submitted a false certification, the person 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 public entity's investigation, and reasonable attorney fees, in addition to the fine. A person who submitted a false certification shall be ineligible to bid on a request for proposal for 3 years from the date the public entity determines that the person has submitted the false certification.

Sec. 6. The provisions of this act are effective only if Iran is a state sponsor of terror as defined under section 2 of the divestment from terror act, 2008 PA 234, MCL 129.292.

Enacting section 1. This act takes effect April 1, 2013.

This act is ordered to take immediate effect.



Secretary of the Senate



Clerk of the House of Representatives