

April 22, 2026

**Request for Bids
Lansing School District
Purchasing Department
519 West Kalamazoo
Lansing, MI 48933**

This is not an order

Sealed proposals for the furnishing of items and services listed on the sheets attached to the bid proposal documents that are available on our web-site will be received in the Lansing School District Purchasing Office, 519 W. Kalamazoo St., Lansing, Michigan 48933 until

May 8, 2026, 10:00 AM local time.

At this time and place bids will be opened publicly and read aloud.

One (1) original and Two (2) copies of the bid are to be submitted on the forms furnished by the Lansing School District in a sealed envelope and clearly marked:

Bid SO-1857 North Elementary Asphalt & Concrete Replacement

BID DOCUMENTS WILL BE POSTED BY April 27, 2026

To obtain a copy of this request for bid please visit our web site at:

www.lansingschools.net

(Click on Quicklinks at the top and click on Vendors (Bid Info), scroll down to Current Requests for Bids or Proposals) or the bid documents are also posted on the State of Michigan's procurement system SIGMA. If you need assistance, please contact the Lansing School District Purchasing Department at 517-755-3030.

No faxed, telephone or e-mailed bids will be accepted. Late submittals will not be considered.

All questions must be in writing and should be directed to Jon Laing, Director of Procurement at:

Projects@lansingschools.net, no later than 12:00 PM on Friday, May 1, 2026. Addendums will be posted on the Lansing School District's web-site and SIGMA as they are issued.

All bids/proposals must be accompanied by a 5% bid bond and a sworn and notarized statement disclosing any familial relationship with the Board of Education and selected staff. Bids must include the completed statement to be accepted or considered.

All bids shall be submitted in accordance with the attached instructions and shall remain firm for a period of ninety (90) days after the opening of bids.

A bid bond is required with this bid in the amount of 5% of the total bid amount. Certified payrolls are required with each invoice or pay application. A performance, labor and materials bond will be required to cover 100% of the project.

The Lansing School District reserves the right to reject any or all bids in whole or in part and to accept the proposal or portion of the proposal that, in their opinion, best serves the interests of the Lansing School District.

Lansing School District

Jon Laing
Director of Procurement

PRE-BID INFORMATION

There will be a Pre-Bid Meeting held Thursday, April 30, 2026 at 8:30 AM at North Elementary, 333 E Miller Rd, Lansing, MI. Attendance is HIGHLY RECOMMENDED.

PROJECT MANUAL

**LSD – North Elementary Site Work Project
Lansing, MI**

Bid Package I

April 24, 2026

CONSTRUCTION MANAGER

Nielsen Construction
231 W. Lake Lansing Road
E. Lansing, MI 48823
517-699-2201

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SECTION 00025

Project: **LSD – North Elementary Site Work Project**

Owner: **Lansing School District**
519 West Kalamazoo St.
Lansing, MI 48933

Project Site: **North Elementary**
333 E. Miller Road
Lansing, MI 48911

Construction Manager: **Nielsen Construction**
231 W. Lake Lansing Road
E. Lansing, MI 48823
517-699-2201

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, 2026, at 10:00 AM**. Proposals should be addressed to **Lansing School District** and be hand delivered to the **Lansing School District**, 519 West Kalamazoo St., Lansing, MI 48933. All proposals will be publicly opened. All correspondence should be directed to Nielsen Construction.

- There will be a non-mandatory Pre-Bid Meeting April 30 @ 8:30 am at the project site.
- RFI's are due Friday, May 1 by 12 pm.
- Addendum to be issued Monday, May 4 by 12 pm.

Proposals shall be submitted to the Owner at the above address on the proposal form provided, in a sealed envelope clearly marked by **WORK CATEGORY** and shall be identified with the project name, **Bid SO-1857 North Elementary Asphalt & Concrete Replacement**, and the bidder's name and address.

Contract documents are available on at www.lansingschools.net . (Click on Quicklinks at the top and click on Vendors (Bid Info), scroll down to Current Requests for Bids or Proposals). Bid documents are also posted on SOM procurement system – SIGMA.

All questions are to be directed to the Construction Manager, sent to Matt Riggins at mriggins@nielsenconstructioninc.com . No direct contact with the Owner or Architect is permitted.

All proposals submitted shall remain valid for a period of sixty (60) days after the bid date. The Owner 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.

END OF SECTION 00025

ARTICLE 1, SCOPE OF PROPOSALS

- 1.1 This is a "Construction Manager Project" for which Nielsen Construction 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. The project will be controlled, coordinated, and scheduled by the Construction Manager on behalf of the Owner.
- 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 owner. 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.

ARTICLE 2, BIDDER'S REPRESENTATION

- 2.1 Each Bidder, by making their 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.

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 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 Proposals for this phase of the work will be received at the time and place indicated in the "Advertisement for Bids".
- 3.6 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, their ability to perform the work, and in the best interest of the Owner.

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.

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.

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.

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 should Bonds be 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.
- 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.

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.

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 (Nielsen Construction subcontract agreement).

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.**

ARTICLE 11, QUALIFICATION OF BIDDER

- 11.1 The Owner 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.

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.

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

- 00201 -** The Construction Manager will be located at 231 W. Lake Lansing Road, E. Lansing, MI 48823 for questions regarding this Bid Package. Any questions regarding information contained in this Project Manual will be answered following a written request to the Construction Manager, and clarified in an addendum. **Under no circumstances should any prospective bidder call the Owner or for clarification of the Bidding Documents.**

00205 - PRELIMINARY CONSTRUCTION SCHEDULE NARRATIVE

1. Time is of the essence on this project. The Project sequencing will be scheduled by the Construction Manager and must be adhered to by all Trade Contractors. Time, labor, material, equipment and possible cost implication of this sequencing and others not fully conceived or described prior to the time of bidding, shall be included in base bid.

A preliminary schedule is included for reference only. It is emphasized that start dates for work may shift. The bidder shall familiarize himself with expected maximum durations and shall include in his proposal sufficient manpower to meet these requirements. All milestone dates are approximate and are to be used as guidelines for the Trade Contractor's basis for bid.

2. It is the Trade Contractor's responsibility to establish which items of work within the scope of his work category will be affected by the Owner's or other Trade Contractors operations and coordinate and schedule completion of his work accordingly at no cost to the Owner.

END OF SECTION 00200

Work Category No. 00 – General Requirements for All Subcontractors

Work Included:

1. General - All Bidders are responsible to review all work categories descriptions, and report any conflicts or ambiguities which may affect the execution of their Work Categories. All Bidders are responsible to review all Bidding Documents and become familiar with them to coordinate their work accordingly. Work Category descriptions should in no way be construed as being all-inclusive. Should a conflict exist between the Work Category description and other Bidding Documents, the Work Category description shall prevail and take precedence. Bidders are required to bid the entire Work Category and may bid more than one Work Category.
2. Layout - Include all layout and engineering for each work category.
 - *If your bid excludes layout of your own work your bid will be forfeited. No exception.*
3. Project Scheduling - A 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.
4. Critical Scheduling and Sequencing of Work: 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. More restrictive sequencing to coordinate the Owner's on-going operations and/or for the coordination of the various trades shall be spelled out by the Work Category descriptions 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.
 - i. Subcontractor agrees to work concurrently with other subcontractors and the Construction Manager, according to the Master Project Schedule.
 - ii. Subcontractor shall confirm fabrication lead times, installation durations and sequencing for their Work in writing within two weeks of award, and report any discrepancies to Construction Manager.
 - iii. Scheduling updates and proper coordination and communication with other trades shall be accomplished as follows:
5. All permits, fees, inspections and approvals required by governing jurisdictions are included within base bid. Coordinate well in advance (at least 24 hours), required inspections and testing with the Construction Manager. This will include liaison between state and local agencies to ensure code compliance and for securing approval for the facility.
6. Excessive noise and vibration creating equipment shall be prohibited within close proximity of existing Structures/Buildings or occupied spaces. All proposed equipment scheduled for project shall be reviewed with the Construction Manager prior to delivery onsite.

7. Cleanup is required on a daily basis, and/or as directed by the Construction Manager. Cleanup dunnage, shipping materials and associated materials/debris generated from installation and dispose of properly. At no time will shipping containers, crates, materials, piles of debris, tarps, boxes, etc. be left on site, unattended and unsecured, subject to unsafe conditions (i.e. access, fire and slip hazards and wind-blown debris).
8. At least two (2) weeks prior to starting on-site, meet with the Construction Manager to discuss and resolve any issues relating to status of material procurements, site conditions, access, staging/storage requirements, safety, testing, sequencing and scheduling of work.
9. Any work that could interfere with existing owners operation, i.e. use of certain roads, parking lots, access to buildings, loading dock, shall require pre-task planning with the Construction Manager and shut-down notification requests shall be prepared a minimum of two weeks in advance of any work being scheduled. There is existing lab equipment that will be in use throughout construction so these interruptions must be minimized to the greatest extent possible and heavily coordinated with MSU IPF. Pre-task planning shall review and discuss scheduling, coordination with Owner operations, working durations, safe practices and procedures. Any utility or life safety system shut downs or interruptions for tie-in to new and/or permanent systems must be scheduled on off-hours so as to not interrupt the day-to-day operations of the building and its occupants.
10. Protect existing structures, equipment, and finishes, including new work in place, from damage during the performance of this work category. Any protection removed to facilitate other work shall be reinstalled / replaced by the trade needing access. All trades are required to protect their own finishes from damage until final acceptance by owner/TCC.
11. Include all layout and engineering for own work category.
12. Prior to commencing with installation, verify all field conditions and measurements and report any discrepancies to the Construction Manager.
13. Provide full-time on-site supervision during the performance of your work. Supervision will be responsible for coordination, scheduling, safety, manpower, and other activities necessary to achieve safety, quality and scheduling requirements set forth under this work category. Supervision shall not be removed from this project without prior written consent and approval of the Construction Manager.
14. Full compliance with all rules and regulations, including (but not limited to) OSHA, State Authorities, Local Authorities, and the Construction Manager. This subcontractor shall submit, prior to performing any work on-site, a copy of their safety program/manual.
15. If traffic control is required for material deliveries, subcontractor to arrange manpower accordingly and provide signage, barricading, flagman etc., necessary for the safe performance of own work and protection of the public. Staging, storage on-site, and all deliveries required to support this installation must be reviewed and approved in advance by the Construction Manager. At no time are deliveries to block or impede pedestrian or vehicular traffic, access to designated parking lots, entrances, or loading dock.
16. This subcontractor will receive and handle all respective material and properly store/protect before, during and after installations. Excessive and out-of-sequence deliveries will be prohibited and subject to re-handling and removal offsite as directed by the Construction Manager.
17. In the event of any jurisdictional or labor issues, the subcontractor assigned the work shall arrange to complete all work as required to avoid any interruptions/continuity of work on this project at no additional cost. All labor requirements pertaining to the project will be met.

18. Each Trade Contractor shall assume full responsibility for all pre-ordered products after their arrival at this designated location. This includes transportation, storage, start-up, warranty services, and installation in accordance with the General Conditions unless otherwise specified.
19. **Critical Scheduling and Sequencing of Work:**

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. More restrictive sequencing to coordinate the Owner's on-going operations and/or for the coordination of the various trades shall be spelled out by the Work Category descriptions 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.

 - A. Subcontractor agrees to work concurrently with other subcontractors and the Construction Manager, according to the Master Project Schedule.
 - B. Subcontractor shall confirm fabrication lead times, installation durations and sequencing for their Work in writing within two weeks of award, and report any discrepancies to Construction Manager.
 - C. Scheduling updates and proper coordination and communication with other trades shall be accomplished as follows:
 - Weekly sub-progress meetings
 - Safety meetings, pre-installation meetings, etc.
20. The worksite (and the campus as a whole) is a tobacco free site, including inside any personal or company vehicles on Michigan State University property. This also includes all forms of smokeless tobacco and e-cigarettes.
21. At no time is any worker to enter into any adjacent building without prior approval. Existing building restroom facilities are not to be used at any time.
22. Job Hazard Analysis' (JHA's) are required to be filled out and submitted daily. The JHA forms are to be submitted electronically before 9:00am each day.
23. All subcontractors are responsible for all Division 01 Specification sections.
24. All subcontractors are responsible for reviewing the Work Scope Sort document which is being issued as a supplement to the specific work category scopes.

End of Work Category No. 00

Work Category No. 02 – Earthwork

Work Included:

The subcontractor shall timely perform all Earthwork and Site Utility work, as detailed below, in accordance with the contract documents (including Bidding Requirements, Proposal Section, Contract Forms, General Conditions, Supplemental Conditions, General Requirements, Addenda, etc.), including, but not limited to, the following Specification Sections and Work Scope Items. Unless otherwise noted, this contractor is responsible for all items specified in the following specifications sections:

Work Category Notes:

1. Demolition and clearing/grubbing of the site per the Work Scope Drawing, for a complete installation.
2. Provide and establish all benchmarking and control for own work.
3. Provide all mass demo of asphalt, grading, compaction, backfill, topsoil, seeding and off-site hauling. All unsuitable soils and materials shall be stockpiled and must be removed at the end of the project.
4. Coordinate and develop soil erosion plan with the Construction Manager for submission to appropriate jurisdiction. Furnish and install soil erosion control measures. Maintain soil erosion control measures during the course of this project. Remove erosion control and clean all catch basins associated with the project and/or pipe as required at completion of project.
5. Provide ALL cutting, by a qualified person as required of existing roadways, landscape areas, paving, hardscape, etc. by this scope of work.
6. Provide all required SESC specified or necessary to perform the work in this package or the work of others, including maintenance and removal upon completion and acceptance of work by the governing agency.
7. Clean roads and staging areas of any tracking dirt or debris generated during site clearing, excavation, activities as necessary or as directed by the Construction Manager. Dust control and street cleaning on a regular basis as job conditions require.
8. Include stripping of topsoil as required for this scope of work. The soils can be left on-site.
9. Where existing asphalt paving is removed, place compacted aggregate base (21A @ 6") to bottom of asphalt for asphalt patch. Leave aggregate base where it is called to remain per the plans.

Specific Notes and Details:

The following details and notes are included in this Work Category; this list is to clarify the specific items noted below and does not exclude other details or otherwise limit the scope of work for this Work Category.

1. Contractor is responsible for all demolition and removal of the existing concrete slabs & asphalt that is within the construction site.
2. Provide final adjustments to manholes, structures. WC 10 to pour concrete around adjusted structures.
3. This contractor is responsible for obtaining and paying for all permits required for their work.
4. This contractor is responsible for calling MISS-DIG to verify all underground utilities prior to excavation on-site. Any utilities disturbed during construction shall be repaired at the expense of this contractor. Use private utility locator service for any utilities MISS-DIG will not trace.

5. Provide all excavation, removals, & fill required to support this project.
6. Furnish and install all necessary aggregate base under concrete and asphalt paving.
7. Provide as-built documents as required for all new utilities/construction by this work category.
8. Responsible for all finish grading, topsoil and seeding.
9. Create, maintain and dispose of concrete truck washout from WC 10.
10. Demo of all existing concrete to be removed per the Scope Overview.
11. Demo/saw-cutting of asphalt around (2) structure in the parking lot are by the Work Category (8'x8').

Related Work by Others:

1. Refer to Sections 00210 and 01019 for testing requirements and responsibilities.
2. WC 10 to pour back concrete as needed.

Allowances:

This Contractor shall include in their Base Bid a Construction Manager's allowance of **\$0.00**. Reference Section 01020 for specific instructions on allowances.

Unit Prices:

Unit Prices are to be complete furnished in-place operations, and include all costs, incidental materials and work, insurance, fringes, bonds, engineering, overhead and profit. Reference the Trade Contract Proposal form for unit pricing required.

End of Work Category No. 02

Work Category No. 04 – Asphalt & Striping

Work Included:

The subcontractor shall timely perform all Asphalt & Striping work, as detailed below, in accordance with the contract documents (including Bidding Requirements, Proposal Section, Contract Forms, General Conditions, Supplemental Conditions, General Requirements, Addenda, etc.), including, but not limited to, the following Specification Sections and Work Scope Items. Unless otherwise noted, this contractor is responsible for all items specified in the following specifications sections:

Work Category Notes:

- I. Furnish and install asphalt & striping shown for a complete installation.

Specific Notes and Details:

The following details and notes are included in this Work Category; this list is to clarify the specific items noted below and does not exclude other details or otherwise limit the scope of work for this Work Category.

- I. All fine grading is the responsibility of this Work Category.
2. Asphalt seal coating of walking trail by this Work Category.

Related Work by Others:

- I. Refer to Sections 00210 for responsibilities.

Allowances:

This Contractor shall include in their Base Bid a Construction Manager's allowance of **\$0.00**. Reference Section 01020 for specific instructions on allowances.

Unit Prices:

Unit Prices are to be complete furnished in-place operations, and include all costs, incidental materials and work, insurance, fringes, bonds, engineering, overhead and profit. Reference the Trade Contract Proposal form for unit pricing required.

End of Work Category No. 04

Work Category No. 10 - Site Concrete

Work Included:

The subcontractor shall timely perform all Site Concrete work, as detailed below, in accordance with the contract documents (including Bidding Requirements, Proposal Section, Contract Forms, General Conditions, Supplemental Conditions, General Requirements, Addenda, etc.), including, but not limited to, the following Specification Sections and Work Scope Items. Unless otherwise noted, this contractor is responsible for all items specified in the following specifications sections:

Work Category Notes:

1. Furnish and install all cast-in-place concrete as shown.
2. Furnish and install all site concrete as shown and/or specified including but not limited to sidewalks. Includes all labor, material, accessories, and equipment for a complete installation. Furnish and install joint sealants, curing agents, sealers, and/or expansion joints at curbs, sidewalks, and concrete paving. Protect work until sealants have cured. Complete fine grading and compaction under all walks.
3. Includes all forming, placing, finishing, reinforcement, finishing as required, setting, shoring, recesses for other work, and dowels if required.
4. Includes all required layouts for the performance of this W.C. All surveying necessary to establish proper layout and elevations are the responsibility of this work category.
5. Prior to pouring, visual inspection of the forms is required by the owner for approval.
6. Drill and epoxy dowels into existing concrete as required.

Specific Notes and Details:

The following details and notes are included in this Work Category; this list is to clarify the specific items noted below and does not exclude other details or otherwise limit the scope of work for this Work Category.

1. Concrete to be 4000 psi exterior gravel mix.
2. Pour concrete around (2) parking lot structures that have dropped. Concrete to be 8'x8' around structure.

Related Work by Others:

1. Demo of existing concrete to be removed by W.C. 02.
2. Demo of existing asphalt around (2) structures to be removed by WC 02.

Allowances:

This Contractor shall include in their Base Bid a Construction Manager's allowance of **\$25,000**. Reference Section 01020 for specific instructions on allowances.

Unit Prices:

Unit Prices are to be complete furnished in-place operations, and include all costs, incidental materials and work, insurance, fringes, bonds, engineering, overhead and profit. Reference the Trade Contract Proposal form for unit pricing required.

End of Work Category No.10

Work Category No. 20 – General Trades

Work Included:

The subcontractor shall timely perform all work as detailed below, in accordance with the contract documents (including Bidding Requirements, Proposal Section, Contract Forms, General Conditions, Supplemental Conditions, General Requirements, Addenda, etc.), including, but not limited to, the following Specification Sections and Work Scope Items. Unless otherwise noted, this contractor is responsible for all items specified in the following specifications sections:

Work Category Notes:

1. Furnish porta-john for the project duration.
2. Furnish a trash dumpster for the duration of the project.
3. Furnished and install basketball hoops per the spec'ed product.
 - (2) single hoops
 - (1) double hoop

Specific Notes and Details:

The following details and notes are included in this Work Category; this list is to clarify the specific items noted below and does not exclude other details or otherwise limit the scope of work for this Work Category.

1. Furnish the coring required through asphalt for basketball hoop installation.
2. Furnish and install concrete required for basketball hoop installation.
3. Coordinate layout of hoops with stripping contractor and Construction Manager.
4. Excavation of dirt from the holes for the basketball hoops is the responsibility of this WC.

Related Work by Others:

1. Concrete for sidewalks by WC 10.
2. Asphalt by WC 04.
3. WC 02 is responsible for spoils from basketball hoop post excavation.

Allowances:

This Contractor shall include in their Base Bid a Construction Manager's allowance of **\$0.00**. Reference Section 01020 for specific instructions on allowances.

Unit Prices:

Unit Prices are to be complete furnished in-place operations, and include all costs, incidental materials and work, insurance, fringes, bonds, engineering, overhead and profit. Reference the Trade Contract Proposal form for unit pricing required.

End of Work Category No. 20

Trade Contract Proposal Pre-Submission Checklist

Trade Contract Proposal Form completely filled out?

Form signed by authorized officer of firm?

Performance and Labor & Material Bond identified to be added to base bid proposal sum? (Proposals over \$50,000)

All taxes included in base proposal sum?

Bid security (bond or certified check or money order) of at least 5% of base proposal sum included?

Requested alternates & unit prices quoted?

All information (proposal, bond, etc.) Submitted in duplicate?

Proposal submitted in sealed envelope per specifications?

TRADE CONTRACT PROPOSAL FORM

WORK CATEGORY NO. _____

Date: _____

TO: Nielsen Construction
231 W. Lake Lansing Road
E. Lansing, MI 48823

Re: LSD – North Elementary Site Work Project
Masonry Restoration & Window Replacement

Gentlemen:

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 Gresham, Smith, and Partners.

BASE PROPOSAL SUM: (\$ _____)

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 sum of (\$ _____) to cover cost of furnishing these bonds would be added to the base bid.

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 _____.

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

No _____ Dated _____ No _____ Dated _____ No. _____ Dated _____

TIME AND MATERIAL RATES:

Labor rates listed below include the following:

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 CONTRACT PROPOSAL FORM

WORK CATEGORY NO. _____

Date: _____

	TRADE	STRAIGHT TIME	SHIFT TIME	1 1/2 TIME	DOUBLE TIME
1					
2					
3					
4					
5					
6					

OVERHEAD AND PROFIT(FOR FUTURE CHANGES): Overhead and Profit shall include the following: Supervision, Superintendents, Commercial General Liability and Umbrella Insurances, Wage of Time Keepers, Watchmen and Clerks, Small tools with material value of less than \$2,000. 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%.

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)

1. _____ \$ _____ (Add/Deduct)
2. _____ \$ _____ (Add/Deduct)
3. _____ \$ _____ (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."

BIDDER'S CERTIFICATE:

 Bidder's Name

TRADE CONTRACT PROPOSAL FORM

WORK CATEGORY NO. _____

Date: _____

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 _____

Signature: _____

Title: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

LANSING SCHOOL DISTRICT
 PURCHASING DEPARTMENT
 519 W. KALAMAZOO ST., ROOM 200
 LANSING MI 48933
 (517) 755-3030
 FAX (517) 755-3019

SUPPLIER/VENDOR APPLICATION
 (Please type or print)

PURFR016 – 7/7/08 – Version 5

MARK ONE:
 New Application
 Update

Date: _____

W-9 form attached? YES NO

DUN & BRADSTREET RATING (if available)

NAME OF COMPANY	FEDERAL ID NUMBER (OR) SOCIAL SECURITY NUMBER	
Submit copy of W-9 form with application		
ADDRESS TO WHICH BIDDING FORMS AND PURCHASE ORDERS ARE TO BE MAILED – STREET NO., CITY, STATE, ZIP CODE		
ADDRESS TO WHICH PAYMENTS ARE TO BE MAILED – STREET NO., CITY, STATE, ZIP CODE		
PARENT COMPANY AND ADDITIONAL OFFICE LOCATIONS IN MICHIGAN (May attach separate sheet)		
E-MAIL ADDRESS: For Purchase orders to be emailed	WEB SITE:	
TYPE OF ORGANIZATION <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation	TELEPHONE #: _____ FACSIMILIE #: _____	
PERSONS TO CONTACT AND THOSE AUTHORIZED TO SIGN BIDS AND CONTRACTS IN YOUR NAME (if agent, so specify)		
Name	Official Capacity	Telephone No.
PLEASE LIST ON THE REVERSE SIDE CLASSES OF EQUIPMENT, SUPPLIES, MATERIALS, AND/OR SERVICES ON WHICH YOU DESIRE TO BID.		
<input type="checkbox"/> Do you require a hard copy of verbal orders? Yes ___ No ___ Do you accept Procurement Cards? Yes ___ No ___ <input type="checkbox"/> Electronic Disk Catalog <input type="checkbox"/> Electronic Ordering		
Please complete the following:		
STANDARD PAYMENT TERMS: _____ PROMPT PAY DISCOUNT: _____ STANDARD DELIVERY TIME: _____		
PLEASE COMPLETE BELOW		
Please list percentage and circle category that applies:		
MINORITY OWNED: _____% Native-American Asian-Pacific American African-American Hispanic-American Asian-Indian American		
WOMEN OWNED: _____% White Native-American Asian-Pacific American African-American Hispanic-American Asian-Indian American		
DISABLED: _____% SMALL BUSINESS: Yes _____ No _____ Business located within LANSING SCHOOL District Yes _____ No _____		
Are you certified? If so, list agencies		Certificate Number:
_____	_____	_____
_____	_____	_____
_____	_____	_____
SIGNATURE OF PERSON AUTHORIZED TO SIGN THIS APPLICATION		

NAME AND TITLE OF PERSON SIGNING (Please type or print)		



Committed to Quality

STATEMENT OF NO BID

NOTE: IF YOU DO NOT INTEND TO BID, PLEASE RETURN THIS FORM ONLY TO:

Lansing School District
519 W KALAMAZOO ST
LANSING, MI 48933

BID NO: # _____

PHONE: 517-755-3030
FAX: 517-755-3019

We, the undersigned, have declined to bid on the above noted bid for the following reasons:

_____ Insufficient time to respond to the invitation to Bid.

_____ Request for Proposal is unclear.

_____ Do not offer this product or service.

_____ Our schedule will not permit us to perform.

_____ Unable to meet the specifications

_____ Specifications are unclear (Please explain below)

_____ Remove us from your Bidder Mailing List

_____ Other (Please specify below)

REMARKS:

Company Name: _____

Signature: _____

Date: _____ Telephone: _____ Fax: _____

AFFIDAVIT OF BIDDER

The undersigned, the owner or authorized officer of _____(the “Bidder), pursuant to the familial disclosure requirement provided in the _____(the “School District”) advertisement for construction bids, hereby represent and warrant, except as provided below, that no familial relationships exist between the owner(s) or any employee of _____and any member of the Board of Education of the School District or the Superintendent of the School District.

List any Familial Relationships:

BIDDER:

By: _____

Its: _____

STATE OF MICHIGAN)
)ss.
COUNTY OF _____)

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

, Notary Public
_____ County, Michigan

My Commission Expires: _____

Acting in the County of: _____



Book	Policy Manual
Section	3000 Professional Staff
Title	NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY
Code	po3122
Status	Active
Adopted	November 1, 2016
Last Revised	June 22, 2023

3122 - **NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

The Board of Education does not discriminate on the basis of race, color, national origin, sex (including sexual orientation and gender identity), disability, age, religion, height, weight, marital or family status, military status, ancestry, genetic information, or any other legally protected category, (collectively, "Protected Classes"), in its programs and activities, including employment opportunities.

Definitions:

Words used in this policy shall have those meanings defined herein; words not defined herein shall be construed according to their plain and ordinary meanings.

Race is inclusive of traits historically associated with race, including, but not limited to, hair texture and protective hairstyles. For purposes of this definition, "protective hairstyles" includes, but is not limited to, such hairstyles as braids, locks, and twists.

Complainant is the individual who alleges, or is alleged, to have been subjected to unlawful discrimination/retaliation, regardless of whether the person files a formal complaint or is pursuing an informal resolution to the alleged discrimination/retaliation.

Respondent is the individual who has been alleged to have engaged in unlawful discrimination/retaliation, regardless of whether the Reporting Party files a formal complaint or is seeking an informal resolution to the alleged discrimination/retaliation.

School District community means students and Board employees (i.e., administrators, and professional and classified staff), as well as Board members, agents, volunteers, contractors, or other persons subject to the control and supervision of the Board.

Third Parties include, but are not limited to, guests and/or visitors on School District property (e.g., visiting speakers, participants on opposing athletic teams, parents), vendors doing business with, or seeking to do business with, the Board, and other individuals who come in contact with members of the School District community at school-related events/activities (whether on or off District property).

Day(s): Unless expressly stated otherwise, the term "day" or "days" as used in this policy means a business day(s) (i.e., a day(s) that the Board office is open for normal operating hours, Monday - Friday, excluding State-recognized holidays).

For purposes of this policy, "military status" refers to a person's status in the uniformed services, which includes the performance of duty, on a voluntary basis, or involuntary basis, in a uniformed service including active duty, active duty for training, initial active duty for training, inactive duty for training, full-time National Guard duty. It also includes the period of time for which a person is absent from employment for the purpose of an examination to determine the fitness of the person to perform any such duty as listed above.

District Compliance Officers

The Board designates the following individuals to serve as the District's "Compliance Officers" (also known as "Civil Rights Coordinators") (hereinafter referred to as the "COs").

Darin Walter
 Title IX - Public Safety
 517-755-2037
 519 W Kalamazoo
 Lansing, MI 48933
 darin.walter@lansingschools.net

Erin Miracle
 Human Resources Manager
 517-755-2010
 519 W Kalamazoo
 Lansing, MI 48933
 Erin.miracle@lansingschools.net

The names, titles, and contact information of these individuals will be published annually on the School District's website and in the staff handbooks, and in the School District Annual Report to the public

The COs are responsible for coordinating the District's efforts to comply with applicable Federal and State laws and regulations, including the District's duty to address in a prompt and equitable manner any inquiries or complaints regarding discrimination/retaliation or denial of equal access. The COs shall also verify that proper notice of nondiscrimination for Title II of the Americans with Disabilities Act (as amended), Title VI and Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973 (as amended), and the Age Discrimination in Employment Act of 1975 is provided to staff members and the general public. A copy of each of the Acts and regulations on which this notice is available upon request from the CO.

Reports and Complaints of Unlawful Discrimination and Retaliation

Employees are required to report incidents of unlawful discrimination and/or retaliation to an administrator, supervisor, or other District-level official so that the Board may address the conduct. Any administrator, supervisor, or other District-level official who receives such a report shall file it with the CO within two (2) days.

Employees who believe they have been unlawfully discriminated/retaliated against are entitled to utilize the complaint process set forth below. Initiating a complaint, whether formally or informally, will not adversely affect the Complainant's employment. While there are no time limits for initiating complaints under this policy, individuals should make every effort to file a complaint as soon as possible after the conduct occurs while the facts are known and potential witnesses are available.

The COs will be available during regular school/work hours to discuss concerns related to unlawful discrimination/retaliation. COs shall accept reports of unlawful discrimination/retaliation directly from any member of the School District community or a Third Party, or received reports that are initially filed with another Board employee. Upon receipt of a report of alleged discrimination/retaliation, the CO will contact the Complainant and begin either an informal or formal complaint process (depending on the Complainant's request and the nature of the alleged discrimination/retaliation), or the CO will designate a specific individual to conduct such a process. The CO will provide a copy of this policy to the Complainant and the Respondent. In the case of a formal complaint, the CO will prepare recommendations for the Superintendent or oversee the preparation of such recommendations by a designee. All members of the School District community must report incidents of discrimination/retaliation that are reported to them to the CO within two (2) business days of learning of the incident/conduct.

Any Board employee who directly observes unlawful discrimination/retaliation is obligated, in accordance with this policy, to report such observations to one of the COs within two (2) business days. Additionally, any Board employee who observes an act of unlawful discrimination/retaliation is expected to intervene to stop the misconduct, unless circumstances make such an intervention dangerous, in which case the staff member should immediately notify other Board employees and/or local law enforcement officials, as necessary, to stop the misconduct. Thereafter, the CO or designee must contact the Complainant within two (2) business days to advise of the Board's intent to investigate the alleged wrongdoing.

Investigation and Complaint Procedure (See Form 3122 F2)

Except for sex discrimination and/or Sexual Harassment that is covered by Policy 2266 - Nondiscrimination on the Basis of Sex in Education Programs or Activities, any employee who alleges to have been subjected to unlawful discrimination or retaliation may seek resolution of the complaint through the procedures described below. The formal complaint procedures

involve an investigation of the individual's claims of discrimination/retaliation and a process for rendering a decision regarding whether the charges are substantiated.

Due to the sensitivity surrounding complaints of unlawful discrimination or retaliation, timelines are flexible for initiating the complaint process; however, individuals are encouraged to file a complaint within thirty (30) days after the conduct occurs. Once the formal complaint process is begun, the investigation will be completed in a timely manner (ordinarily, within fifteen (15) business days of the complaint being received).

The procedures set forth below are not intended to interfere with the rights of any individual to pursue a complaint of unlawful discrimination or retaliation with the United States Department of Education Office for Civil Rights or Equal Employment Opportunity Commission ("EEOC").

Informal Complaint Procedure

The goal of the informal complaint procedure is to promptly stop inappropriate behavior and facilitate resolution through an informal means, if possible. The informal complaint procedure is provided as a less formal option for an employee who alleges unlawful discrimination or retaliation. This informal procedure is not required as a precursor to the filing of a formal complaint. The informal process is only available in those circumstances where the Complainant and the Respondent mutually agree to participate in it.

The Complainant may proceed immediately to the formal complaint process and individuals who participate in the informal procedure may request that the informal process be terminated at any time to move to the formal complaint process.

All complaints involving a District employee or any other adult member of the School District community and a student will be formally investigated.

As an initial course of action, if a Complainant feels comfortable and safe doing so, the individual should tell or otherwise inform the Respondent that the allegedly discriminatory/retaliatory conduct that it is inappropriate and must stop. The Complainant should address the alleged misconduct as soon after it occurs as possible. The COs are available to support and counsel the Complainant when taking this initial step or to intervene on behalf of the individual if requested to do so. A Complainant who is uncomfortable or unwilling to directly approach the Respondent about the inappropriate conduct may file an informal or a formal complaint. In addition, with regard to certain types of unlawful discrimination (e.g., sex discrimination), the CO may advise against the use of the informal complaint process.

A Complainant who alleges unlawful discrimination/retaliation may make an informal complaint, either orally or in writing: 1) to a building administrator; 2) directly to one of the COs; and/or 3) to the Superintendent or other District-level employee.

All informal complaints must be reported to one of the COs who will either facilitate an informal resolution as described below or appoint another individual to facilitate an informal resolution.

The School District's informal complaint procedure is designed to provide the Complainant with a range of options aimed at bringing about a prompt resolution of their concerns. Depending upon the nature of the complaint and the wishes of the Complainant, informal resolution may involve, but not be limited to, one or more of the following:

- A. Advising the Complainant about how to communicate concerns to the Respondent.
- B. Distributing a copy of Policy 3122 – Nondiscrimination and Equal Employment Opportunity to the individuals in the school building or office where the Respondent works.
- C. If both parties agree, the CO may arrange and facilitate a meeting or mediation between the Complainant and the Respondent to work out a mutual resolution.

While there are no set time limits within which an informal complaint must be resolved, the CO or designee is directed to attempt to resolve all informal complaints within fifteen (15) business days of receiving the informal complaint. If the Complainant is dissatisfied with the informal complaint process, the Complainant may proceed to file a formal complaint and, as stated above, either party may request that the informal process be terminated at any time to move to the formal complaint process.

Formal Complaint Procedure

If a complaint is not resolved through the informal complaint process, if one of the parties requested that the informal complaint process be terminated to move to the formal complaint process, or if the Complainant, from the outset, elects to file a formal complaint, or the Compliance Officer(s) determines the allegations are not appropriate for resolution through the informal process, the formal complaint process shall be implemented.

A Complainant may file a formal complaint, either orally or in writing, with a principal, the CO, Superintendent, or other District official. Due to the sensitivity surrounding complaints of unlawful discrimination and retaliation, timelines are flexible for initiating the complaint process; however, individuals should make every effort to file a formal complaint within thirty (30) days after the conduct occurs. If a Complainant informs a principal, Superintendent, or other District official, either orally or in writing, about any complaint of discrimination/retaliation, that employee must report such information to the CO/designee within two (2) business days.

Throughout the course of the process, the CO should keep the parties reasonably informed of the status of the investigation and the decision-making process.

All formal complaints must include the following information to the extent known: the identity of the Respondent; a detailed description of the facts upon which the complaint is based (i.e., when, where, and what occurred); a list of potential witnesses; and the resolution sought by the Complainant.

If the Complainant is unwilling or unable to provide a written statement including the information set forth above, the CO shall ask for such details in an oral interview. Thereafter, the CO will prepare a written summary of the oral interview, and the Complainant will be asked to verify the accuracy of the reported charge by signing the document.

Upon receiving a formal complaint, the CO will consider whether any action should be taken in the investigatory phase to protect the Complainant from further discrimination or retaliation, including, but not limited to, a change of work assignment or schedule for the Complainant and/or the Respondent. In making such a determination, the CO should consult the Complainant to assess whether the individual agrees with the proposed action. If the Complainant is unwilling to consent to the proposed change, the CO may still take whatever actions deemed appropriate in consultation with the Superintendent.

Within two (2) business days of receiving the complaint, the CO or designee will initiate a formal investigation to determine whether the Complainant has been subjected to unlawful discrimination/retaliation.

Simultaneously, the CO will inform the Respondent that a formal complaint has been received. The Respondent will be informed about the nature of the allegations and provided with a copy of any relevant policies and/or administrative guidelines, including Policy 3122 - Nondiscrimination and Equal Employment Opportunity. The Respondent must also be informed of the opportunity to submit a written response to the formal complaint within five (5) days.

Although certain cases may require additional time, the CO or a designee will attempt to complete an investigation into the allegations of discrimination/retaliation within fifteen (15) business days of receiving the formal complaint. The investigation will include:

- A. interviews with the Complainant;
- B. interviews with the Respondent;
- C. interviews with any other witnesses who may reasonably be expected to have any information relevant to the allegations;
- D. consideration of any documentation or other information presented by the Complainant, Respondent, or any other witness that is reasonably believed to be relevant to the allegations.

At the conclusion of the investigation, the CO/designee shall prepare and deliver a written report to the Superintendent that summarizes the evidence gathered during the investigation and provides recommendations based on the evidence and the definition of unlawful discrimination/retaliation as provided in Board policy and State and Federal law as to whether the Respondent has engaged in unlawful harassment/retaliation of the Complainant. The CO's recommendations must be based upon the totality of the circumstances. In determining if discrimination or retaliation occurred, a preponderance of evidence standard will be used. The CO may consult with the Board's legal counsel before finalizing the report to the Superintendent.

Absent extenuating circumstances, within five (5) business days of receiving the report of the CO or the designee, the Superintendent must either issue a written decision regarding whether the charges have been substantiated or request further investigation. A copy of the Superintendent's final decision will be delivered to both the Complainant and the Respondent.

If the Superintendent requests additional investigation, the Superintendent must specify the additional information that is to be gathered, and such additional investigation must be completed within five (5) business days. At the conclusion of the additional investigation, the Superintendent must issue a final written decision as described above.

If the Superintendent determines the Respondent engaged in unlawful discrimination/retaliation toward the Complainant, the Superintendent must identify what corrective action will be taken to stop, remedy, and prevent the recurrence of the discrimination/retaliation. The corrective action should be reasonable, timely, age-appropriate, effective, and tailored to the

specific situation.

The Board reserves the right to investigate and resolve a complaint or report of unlawful discrimination/retaliation regardless of whether the employee alleging the unlawful discrimination/retaliation pursues the complaint. The Board also reserves the right to have the formal complaint investigation conducted by an external person in accordance with this policy or in such other manner as deemed appropriate by the Board or its designee.

The right of a person to a prompt and equitable resolution of the complaint shall not be impaired by the person's pursuit of other remedies such as the filing of a complaint with the Office for Civil Rights, the filing of charges with local law enforcement, or the filing of a civil action in court. Use of this internal complaint process is not a prerequisite to the pursuit of other remedies.

Privacy/Confidentiality

The District will employ all reasonable efforts to protect the rights of the Complainant, the Respondent(s), and the witnesses as much as possible, consistent with the Board's legal obligations to investigate, to take appropriate action, and to conform with any discovery or disclosure obligations. All records generated under the terms of this policy shall be maintained as confidential to the extent permitted by law. Confidentiality, however, cannot be guaranteed. Additionally, the Respondent must be provided with the Complainant's identity.

During the course of a formal investigation, the CO or designee will instruct each person who is interviewed about the importance of maintaining confidentiality. Any individual who is interviewed as part of an investigation is expected not to disclose to third parties any information that is learned or provided during the course of the investigation.

Sanctions and Monitoring

The Board shall vigorously enforce its prohibitions against unlawful discrimination/retaliation by taking appropriate action reasonably calculated to stop and prevent further misconduct. While observing the principles of due process, a violation of this policy may result in disciplinary action up to and including the discharge of an employee. All disciplinary action will be taken in accordance with applicable State law and the terms of the relevant collective bargaining agreement(s). When imposing discipline, the Superintendent shall consider the totality of the circumstances involved in the matter. In those cases where unlawful discrimination/retaliation is not substantiated, the Board may consider whether the alleged conduct nevertheless warrants discipline in accordance with other Board policies, consistent with the terms of the relevant collective bargaining agreement(s).

Where the Board becomes aware that a prior remedial action has been taken against an employee, all subsequent sanctions imposed by the Board and/or Superintendent shall be reasonably calculated to end such conduct, prevent its recurrence, and remedy its effect.

Retaliation

Retaliation against a person who makes a report or files a complaint alleging unlawful harassment/retaliation or participates as a witness in an investigation is prohibited. Neither the Board nor any other person may intimidate, threaten, coerce or interfere with any individual because the person opposed any act or practice made unlawful by any Federal or State civil rights law, or because that individual made a report, formal complaint, testified, assisted or participated or refused to participate in any manner in an investigation, proceeding, or hearing under those laws and/or this policy, or because that individual exercised, enjoyed, aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by those laws and/or this policy.

Retaliation against a person for making a report of discrimination, filing a formal complaint, or participating in an investigation or meeting is a serious violation of this policy that can result in the imposition of disciplinary sanctions/consequences and/or other appropriate remedies.

Formal complaints alleging retaliation may be filed according to the internal complaint process set forth above.

The exercise of rights protected under the First Amendment of the United States Constitution does not constitute retaliation prohibited under this policy.

Education and Training

In support of this policy, the Board promotes preventative educational measures to create greater awareness of unlawful discriminatory practices. The Superintendent shall provide appropriate information to all members of the School District community related to the implementation of this policy and shall provide training for District students and staff where appropriate. All training, as well as all information provided regarding the Board's policy and discrimination in general, will be age and content appropriate.

Retention of Investigatory Records and Materials

The Compliance Officer(s) is responsible for overseeing the retention of all records that must be maintained pursuant to this policy. All individuals charged with conducting investigations under this policy shall retain all documents, electronically stored information ("ESI"), and electronic media (as defined in Policy 8315) created and/or received as part of an investigation, which may include but not be limited to:

- A. all written reports/allegations/complaints/grievances/statements/responses pertaining to an alleged violation of this policy;
- B. any narratives that memorialize oral reports/allegations/complaints/grievances/statements/responses pertaining to an alleged violation of this policy;
- C. any documentation that memorializes the actions taken by District personnel or individuals contracted or appointed by the Board to fulfill its responsibilities related to the investigation and/or the District's response to the alleged violation of this policy;
- D. written witness statements;
- E. narratives, notes from, or audio, video, or digital recordings of witness interviews/statements;
- F. e-mails, texts, or social media posts that directly relate to or constitute evidence pertaining to an alleged violation of this policy (i.e., not after-the-fact commentary about or media coverage of the incident);
- G. notes or summaries prepared contemporaneously by the investigator in whatever form made (e.g., handwritten, keyed into a computer or tablet, etc.), but not including transitory notes whose content is otherwise memorialized in other documents;
- H. written disciplinary sanctions issued to students or employees and other documentation that memorializes oral disciplinary sanctions issued to students or employees for violations of this policy;
- I. dated written determinations/reports (including summaries of relevant exculpatory and inculpatory evidence) and other documentation that memorializes oral notifications to the parties concerning the outcome of the investigation, including any consequences imposed as a result of a violation of this policy;
- J. documentation of any supportive measures offered and/or provided to the Complainant and/or Respondent, including no-contact orders issued to both parties, the dates the no-contact orders were issued, and the dates the parties acknowledged receipt of the no-contact orders;
- K. documentation of all actions taken, both individual and systemic, to stop the discrimination or harassment, prevent its recurrence, eliminate any hostile environment, and remedy its discriminatory effects;
- L. copies of the Board policy and/or procedures/guidelines used by the District to conduct the investigation, and any documents used by the District at the time of the alleged violation to communicate the Board's expectations to students and staff with respect to the subject of this policy (e.g., Student Codes of Conduct and/or Employee Handbooks);
- M. copies of any documentation that memorializes any formal or informal resolutions to the alleged discrimination or harassment.

The documents, ESI, and electronic media (as defined in Policy 8315) retained may include public records and records exempt from disclosure under Federal (e.g., FERPA, ADA) and/or State law – e.g., student records and confidential medical records.

The documents, ESI, and electronic media (as defined in Policy 8315) created or received as part of an investigation shall be retained in accordance with Policy 8310, Policy 8315, Policy 8320, and Policy 8330 for not less than three (3) years, but longer if required by the District's records retention schedule.

Revised 10/19/17

Revised 11/15/18

T.C. 3/8/21

Revised 12/02/21

T.C. 6/22/23

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Legal

M.C.L. 37.2101 et seq., 37.1101 et seq.

20 U.S.C. Section 1681, Title IX of Education Amendment Act

20 U.S.C. Section 1701 et seq., Equal Educational Opportunities Act of 1974

20 U.S.C. Section 7905, Boy Scouts of America Equal Access Act

29 C.F.R. Part 1635

29 U.S.C. 701 et seq., Rehabilitation Act of 1973 as amended

34 C.F.R. Part 110 (7/27/93)

42 U.S.C. 2000e et seq., Civil Rights Act of 1964

42 U.S.C. 2000ff et seq., The Genetic Information Nondiscrimination Act

42 U.S.C. 6101 et seq., Age Discrimination Act of 1975

42 U.S.C. 12101 et seq., The Americans with Disabilities Act of 1990, as amended

Fourteenth Amendment, U.S. Constitution

NON-DISCRIMINATION IN EMPLOYMENT CERTIFICATION

Lansing School District Certificate of Intent to Comply with “NON-DISCRIMINATION IN EMPLOYMENT” POLICY

I have read Lansing School District’s Policy #3122, including paragraph #13 and hereby state my intent to comply with the terms and conditions contained therein. Further I agree to furnish the Michigan Civil Rights Commission with such data and records concerning employment as may be requested by that agency in determining compliance with the policy.

Print or type name of Contact Person:

Signed: _____

Title: _____

Company: _____

Date: _____

AFFIDAVIT OF BIDDER - NON-COLLUSION

**Lansing School District
AFFIDAVIT OF BIDDER
SWORN STATEMENT
“Non-Collusion”**

DATE: _____

The Bidder, by its officers and agents or representatives, present at the time of filing this bid, being duly sworn, on their oaths, say that neither they nor any of them, have in any way, directly or indirectly, entered into any arrangement or agreement with any other Bidder, whereby such affiant or affiants or either of them has paid or is to pay to such other Bidder any sum of money, or has given, or is to give, to such other Bidder anything of value whatever, or such affiant or affiants or either of them has not, directly or indirectly, entered into any arrangement or agreement with any other Bidder or Bidders, which tends to or does lessen or destroy free competition in the letting of the Contract sought for by the attached bids; that no inducement of any form or character other than that which appears upon the face of the bid, will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the said bid or awarding of the Contract, nor has this Bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the Contract sought by this bid.

IN TESTIMONY WHEREOF, the Bidder (an authorized individual) has agrees to the above:

(Company Name)

By: _____
(Authorized Signer)

Print or type Name and Title of Signer

Address: _____

Notary Public: _____

Subscribed and sworn to before me on this _____ day of _____, 2016

County of: _____ My Commission expires: _____

Telephone number: _____

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.

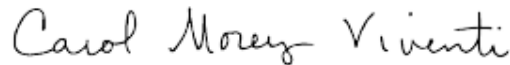
Sec. 4. If a public entity determines, using credible information available to the public, that a person has submitted a false certification under section 3(2), the public entity shall provide the person with written notice of its determination and of the intent not to enter into or renew a contract 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.

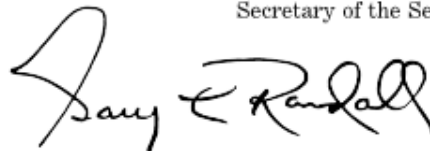
Sec. 6. The provisions of this act are effective only if Iran is a state sponsor of terror as defined under section 2 of the divestment from terror act, 2008 PA 234, MCL 129.292.

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

LEGAL STATUS OF BIDDER

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS.

The Vendor and/or Bidder certifies to the best of its knowledge and belief that it and its principals: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; Have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offences enumerated above in this certification; and Have not within a three-year period preceding this agreement had one or more public transactions (Federal, State, or local) terminated for cause or default; is not now or has been, within a three-year period preceding this date, been listed on the Excluded Parties List System website (EPLS).

Vendor/contractor will notify the Lansing School District Purchasing Office immediately upon becoming suspended or debarred if there is any current or ongoing contract or agreement in place between the district and the vendor/contractor.

Firm Name: _____
Address: _____
Phone & E-mail: _____

Name, title and signature of individual duly authorized to execute contracts:

The Owner, Principal, or Corporate Office of the responding firm is also attesting that all the information provided within this response is true.

Name: _____
Title: _____
Signature: _____

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

General Conditions and Instructions to Bidders

1. Proposals shall be submitted on forms furnished by the owner. The proposal shall be in accordance with the specifications listed, which are available at the Lansing School District Purchasing Office.

Any variance from the specifications shall be fully explained in writing by the bidder and all prices quoted shall be on a unit price basis.

2. **MAILING OF PROPOSALS:**

Proposals shall be mailed in an opaque, sealed envelope and shall be clearly marked describing the project upon which the bid is made.

3. No oral, telegraphic facsimile, or electronic mail proposals or modifications will be considered.

- 4 **WITHDRAWAL OF BIDS:**

Any bidder may withdraw their bid at any time prior to the scheduled time of opening the bids upon the presentation of proper identification. After the opening of the bids, no proposal shall be withdrawn for a period of ninety (90) days.

5. **PROPOSAL FORMS AND SIGNATURES:**

Proposals shall be made on the proper forms provided by the owner. All spaces shall be properly filled in with ink or typewriter. The signatures shall be in longhand in ink by an authorized representative.

6. **BRANDS:**

The naming of a manufacturer, brand or model number shall not be considered as excluding other brands or models. Specifically, similar products with comparable construction, material and workmanship shall be considered as equal. However, the Board of Education of the Lansing School District shall evaluate the merits of all bids submitted and reserves the right to accept or reject any or all bids.

It is the intent of the attached specifications to define the minimum quality of equipment acceptable. The product lines of nationally recognized manufacturers who regularly advertise, promote and distribute catalog products to the school market are required.

7. **SAMPLES:**

Samples shall be submitted upon request at the expense of each bidder. These samples will be retained as control items until the completion of the delivery and installation.

8. **AGENDA:**

Any modifications of contract documents will be issued in the form of an addendum.

All addenda issued during the bidding time shall become part of the specifications. A copy of the addendum shall be sent to all bidders. No verbal statements by the owner shall be considered as authoritative. No request for explanations can be processed within four (4) days immediately prior to the bid opening date.

9. **VARIATIONS FROM MATERIALS SPECIFIED:**

All variations from the specified material or equipment shall be fully explained and included with the bid. Manufacturer numbers shall be used in all cases.

10. **ROYALTIES AND PATENTS:**

The contract shall pay for all royalties and patents, and shall defend all suits for claims or infringements on patent rights and save the owner harmless from loss on account thereof.

11. **CLEAN-UP:**

The contractor shall at all times, keep the premises free from accumulations of waste materials or same caused by the work; and upon completing the work, shall remove all work related rubbish from and about the building and shall leave the work broom clean, or it equivalent. In the case of dispute, the owner may remove the rubbish and charge the cost to the contractor, as the owner shall determine.

12. **FEDERAL, STATE AND MUNICIPAL TAXES:**

Each proposal submitted shall include, and the contractor shall pay, all taxes which are levied by the Federal, State and Municipal Governments, on labor, and for materials entering into the work. The owner reserves the right to require evident of payment of such taxes prior to final payment. The school district is exempt from Federal Excise Tax.

General Conditions and Instructions to Bidders

13. QUALIFICATIONS OF BIDDERS:

The owner may request any or all bidders to submit any of the following information before the award of the contracts.

- A. A bidder's performance record
- B. The address and description of bidder's equipment, plant or permanent place of business.
- C. An itemized list of the bidder's equipment, plant and personnel.
- D. A bidder's financial statement.
- E. A description of any project which the bidder has completed.
- F. Such additional information as will satisfy the owner that the bidder is adequately prepared to fulfill the contract.
- G. Description of work which will be done simultaneously with the owner's project.

14. NOTICE OF AWARD:

The contracts shall be deemed as having been awarded when the formal notice of acceptance of their proposal has been duly served upon the intended awardees (normally by purchase order) by some officer of agent of the owner duly authorized to give such notice.

15. GUARANTEE:

Each contract shall furnish the owner a written guarantee running for one (1) year, or longer as required herein, after the final payment covering all work in the contract. Any defects in workmanship or materials for which a claim is submitted within this period shall be corrected.

16. DOCUMENTS:

The Proposals submitted shall be based upon the specifications contained herein.

17. RIGHTS OF ACCEPTANCE OR REJECTION:

The Board of Education of the Lansing School District reserves the right to reject any or all bids in whole or in part and to accept the bid or portion of bid that, in their opinion, best serves the interest of the School District.

18. Contractors and subcontractors are required not to be discriminated against any employee or applicant for employment, to be employed in the performance of this contract, with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, national origin, or ancestry or also because of age or sex, except based on a bonafide occupational qualification. Breach of this covenant of purchasing agreement as provided in the Michigan Fair Employment Practices Act and may be processed there under. See Policy 6320.

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LANSING SCHOOL DISTRICT**

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PURCHASING

Procurement of all supplies, materials, equipment, and services paid for from District funds shall be made in accordance with all applicable Federal and State statutes, Board policies, and administrative procedures. Standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts are established in Policy 1130, Policy 3110, and Policy 4110 – Conflict of Interest.

All procurement transactions shall be conducted in a manner that encourages full and open competition and in accordance with good administrative practice and sound business judgement.

Each year the State of Michigan informs the School of the legal amount for purchases which require a formal bidding process of a single item.

It is the policy of the Board that the Superintendent adhere to the following:

- A. Seek informal price quotations on purchases in excess of \$3,000.
- B. When the purchase of, and contract for, single items of supplies, materials, or equipment is less than the amount allowed by State statute, but exceeds \$10,000 the Superintendent shall whenever possible, require three (3) competitive price quotations.

Purchases in a single transaction that are in excess of the dollar amount permitted by State statute shall require competitive bids and, whenever possible, have at least three (3) such bids for substantiation of purchase and shall require approval of the Board prior to purchase.

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Competitive Bids

Competitive bids are not required for items purchased through the cooperative bulk purchasing program operated by the Michigan Department of Management and Budget pursuant to M.C.L. 18.1263.

Competitive bids are not required for food purchases, unless food purchased in a single transaction costs \$100,000 or more.

When food purchased in a single transaction exceeds \$100,000, the Superintendent shall, whenever possible, require three (3) competitive price quotations.

Bids shall be sealed and shall be opened by the Director of Purchasing in the presence of at least one (1) witness. All orders or contracts should be awarded to the lowest responsible bidder; however, consideration can be given to:

- A. the quality of the item(s) to be supplied;
- B. its conformity with specifications;
- C. suitability to the requirements of the school;
- D. delivery terms;
- E. past performance of vendor.

In addition to the factors above, the Board may consider and provide a preference to bidders

- A. which use a Michigan-based business as the primary contractor.
- B. which use one (1) or more Michigan-based business as subcontractors.

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For purposes of this preference a Michigan-based business means a business that would qualify for a Michigan preference for procurement contracts under M.C.L. 18.1268, which requires that the businesses certify that since inception or during the last twelve (12) months it has done one of the following:

- A. have filed a Michigan business tax return showing an allocation of income tax base to Michigan
- B. have filed a Michigan income tax return showing income generated in or attributed to Michigan
- C. withheld Michigan income tax from compensation paid to the bidder's owners and remitted the tax to the Michigan Department of Treasury

This preference shall not apply to any procurement or project using Federal funds, nor shall it be used if it would violate any Federal law or requirements.

The Board reserves the right to reject any and all bids.

Contracts may be awarded by the Superintendent without Board approval for any single item or group of identical items costing less than the dollar amount permitted by State Statute. All other contracts require Board approval prior to purchase.

Bid Protest

A bidder who wishes to file a bid protest must file such notice and follow procedures prescribed by the Request For Proposals (RFP) or the individual bid specifications package, for resolution. Bid protests must be filed in writing with the Office of the Superintendent within seventy-two (72) hours of the opening of the bids in protest.

Within five (5) days of receipt of a protest, the Superintendent shall review the protest as submitted and render a decision regarding the merits of the protest and any impact on the acceptance and rejection of bids submitted. Notice of the filing of a bid protest shall be communicated to the Board and shall be so noted in any subsequent recommendation for the acceptance of bids and awarding of contracts.

Failure to file a notice of intent to protest, or failure to file a formal written protest within the time prescribed, shall constitute a waiver of proceedings.

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General Provisions

The Superintendent is authorized to purchase all items within budget allocations.

The Board should be advised, for prior approval, of all purchases of equipment, materials, and services when the purchase

- A. was not contemplated during the budgeting process.
- B. exceeds the previously Board approved amount by ten percent (10%).

The Superintendent is authorized to make emergency purchases, without prior approval, of those goods and/or services needed to keep the school in operation. Such purchases shall be brought to the Board's attention at the next regular meeting.

In order to promote efficiency and economy in the operation of the school, the Board requires that the Superintendent periodically estimate requirements for standard items or classes of items and make quantity purchases on a bid basis to procure the lowest cost consistent with good quality.

Whenever storage facilities or other conditions make it impractical to receive total delivery at any one time, the total quantity to be shipped but with staggered delivery dates, shall be made a part of the bid specifications.

Before placing a purchase order, the Superintendent shall check as to whether the proposed purchase is subject to bid, whether sufficient funds exist in the budget, and whether the material might be available elsewhere in the school. All purchase orders shall be numbered consecutively.

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The Superintendent shall determine the amount of purchase which shall be allowed without a properly signed purchase order. Employees may be held personally responsible for anything purchased without a properly signed purchase order or authorization.

The Board may acquire office equipment as defined in law by lease, by installment payments, by entering into lease-purchase agreements, or by lease with an option to purchase, provided the contract sets forth the terms of such a purchase.

Procurement – Federal Grants

The Superintendent shall maintain a procurement and contract administration system in accordance with the USDOE requirements (34 CFR 80.36) for the administration and management of Federal grants and federally-funded programs. The District shall maintain a compliance system that requires contractors to perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders. Except as otherwise noted, procurement transactions shall conform to the provisions of this policy and administrative guidelines (AG 6320).

M.C.L. 380.1267, 380.1274 et seq.

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policy

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NEW SCHOOL CONSTRUCTION, RENOVATION

Before beginning construction of a new school building, or an addition, repair or renovation of an existing school building, except emergency repairs, the Board of Education, shall obtain competitive bids on all the material and labor required for the complete construction of a proposed new building or addition to or repair or renovation of an existing school building which exceeds the State statutory limit.

This policy does not apply to buildings, renovations, or repairs costing less than the statutory limit or to repair work normally performed by District employees.

The Board shall advertise for the bids required under subsection:

- A. By placing an advertisement for bids at least once in a newspaper of general circulation in the area where the building or addition is to be constructed or where the repair or renovation of an existing building is to take place and by posting an advertisement for bids for at least two (2) weeks on the Department of Management and Budget website on a page on the website maintained for this purpose or on a website maintained by a school organization and designated by the Department of Management and Budget for this purpose.
- B. By submitting the request for bids for placement on the Michigan Department of Management and Budget's website for school organizations, including a link to the District's website.
- C. The advertisement for bids shall do all of the following:
 1. specify the date and time by which all bids must be received by the Board at a designated location;
 2. state that the Board will not consider or accept a bid received after the date and time specified for bid submission;
 3. identify the time, date, and place of a public meeting at which the Board or its designee will open and read aloud each bid received by the Board by the date and time specified in advertisement;

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4. state that the bid shall be accompanied by a sworn and notarized statement disclosing any familial relationship that exists between the owner or any employee of the bidder and any member of the Board or the Superintendent of the District. A Board shall not accept a bid that does not include this sworn and notarized disclosure statement.
- D. The Board shall require each bidder for a contract under this policy, to file with the Board security in an amount not less than 1/20 of the amount of the bid conditioned to secure the District from loss or damage by reason of the withdrawal of the bid or by the failure of the bidder to enter a contract for performance, if the bid is accepted by the Board.
- E. The Board shall not open, consider, or accept a bid that the Board receives after the date and time specified for bid submission in the advertisement for bids as described in subsection C of this policy.
- F. At a public meeting identified in the advertisement for bids described in subsection C of this policy, the Board or its designee shall open and read aloud each bid that the Board received at or before the time and date for bid submission specified in the advertisement for bids. The Board may reject any or all bids, and if all bids are rejected, shall readvertise in the manner required by this policy.

The Board may consider and provide a preference to bidders:

1. which use a Michigan-based business as the primary contractor.
2. which use one (1) or more Michigan-based business(es) as subcontractors.

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For purposes of this preference a Michigan-based business means a business that would qualify for a Michigan preference for procurement contracts under M.C.L. 18.1268, which requires that the businesses certify that since inception or during the last twelve (12) months it has done one of the following:

1. have filed a Michigan business tax return showing an allocation of income tax base to Michigan
2. have filed a Michigan income tax return showing income generated in or attributed to Michigan
3. withheld Michigan income tax from compensation paid to the bidder's owners and remitted the tax to the Michigan Department of Treasury

This preference shall not apply to any procurement or project using Federal funds, nor shall it be used if it would violate any Federal law or requirements.

- G. The competitive bid threshold amount specified in this policy (\$20,959 for 2009) is adjusted each year by multiplying the amount for the immediately preceding year by the percentage by which the average consumer price index for all items for the twelve (12) months ending August 31st of the year in which the adjustment is made differs from that index's average for the twelve (12) months ending on August 31st of the immediately preceding year and adding that product to the maximum amount that applied in the immediately preceding year, rounding to the nearest whole dollar. The current exempt amount must be confirmed with the Michigan Department of Education prior to issuing contracts for construction, renovation, or repair which exceed the amount listed in this policy.

M.C.L. 380.1267

NEW POLICY - VOL. 30, NO. 2

PROCUREMENT – FEDERAL GRANTS/FUNDS

Procurement of all supplies, materials, equipment, and services paid for from Federal funds or District matching funds shall be made in accordance with all applicable Federal, State, and local statutes and/or regulations, the terms and conditions of the Federal grant, Board of Education policies, and administrative procedures.

The Superintendent shall maintain a procurement and contract administration system in accordance with the USDOE requirements (2 CFR 200.317-.326) for the administration and management of Federal grants and Federally-funded programs. The District shall maintain a contract administration system that requires contractors to perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders. Except as otherwise noted, procurement transactions shall conform to the provisions of the District's documented general purchasing Policy 6320 and AG 6320.

All District employees, officers, and agents who have purchasing authority shall abide by the standards of conduct covering conflicts of interest and governing the actions of its employees, officers, and agents engaged in the selection, award, and administration of contracts as established in Policy 1130, Policy 3110 and Policy 4110 – Conflict of Interest.

The District will avoid acquisition of unnecessary or duplicative items. Additionally, consideration shall be given to consolidating or breaking out procurements to obtain a more economical purchase. And, where appropriate, an analysis shall be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach. These considerations are given as part of the process to determine the allowability of each purchase made with Federal funds.

To foster greater economy and efficiency, the District may enter into State and local intergovernmental agreements where appropriate for procurement or use of common or shared goods and services.

Competition

All procurement transactions shall be conducted in a manner that encourages full and open competition and that is in accordance with good administrative practice and sound business judgement. In order to promote objective contractor

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performance and eliminate unfair competitive advantage, the District shall exclude any contractor that has developed or drafted specifications, requirements, statements of work, or invitations for bids or requests for proposals from competition for such procurements.

Some of the situations considered to be restrictive of competition include, but are not limited to, the following:

- A. unreasonable requirements on firms in order for them to qualify to do business;
- B. unnecessary experience and excessive bonding requirements;
- C. noncompetitive contracts to consultants that are on retainer contracts;
- D. organizational conflicts of interest;
- E. specification of only a “brand name” product instead of allowing for an “*or equal*” product to be offered and describing the performance or other relevant requirements of the procurement; and
- F. any arbitrary action in the procurement process.

Further, the District does not use statutorily or administratively imposed State, local, or tribal geographical preferences in the evaluation of bids or proposals, unless (1) an applicable Federal statute expressly mandates or encourages a geographic preference; or (2) the District is contracting for architectural and engineering services, in which case geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

To the extent that the District uses a pre-qualified list of persons, firms or products to acquire goods and services, the pre-qualified list includes enough qualified sources as to ensure maximum open and free competition. The District allows vendors to apply for consideration to be placed on the list annually.

Solicitation Language

The District shall require that all solicitations incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, shall set forth those minimum essential characteristics and standards to which it shall conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible.

When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a “brand name or equivalent” description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which shall be met by offers shall be clearly stated; and identify all requirements which the offerors shall fulfill and all other factors to be used in evaluating bids or proposals.

The Board will not approve any expenditure for an unauthorized purchase or contract.

Procurement Methods

The District shall utilize the following methods of procurement:

Micro-purchases

Procurement by micropurchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed \$3000. To the extent practicable, the District shall distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be made without soliciting competitive quotations if Superintendent considers the price to be reasonable. The District maintains evidence of this reasonableness in the records of all purchases made by this method.

Small Purchases

Small purchase procedures provide for relatively simple and informal procurement methods for securing services, supplies, and other property that does not exceed the competitive bid threshold established annually by the State. Small purchase procedures require that price or rate quotations shall be obtained from an adequate number of qualified sources.

Sealed Bids

Sealed, competitive bids shall be obtained when the purchase of, and contract for, single items of supplies, materials, or equipment which amounts to the amount allowed by Michigan statute and when the Board determines to build, repair, enlarge, improve, or demolish a school building/facility the cost of which will exceed the amount allowed by Michigan statute.

In order for sealed bidding to be feasible, the following conditions shall be present:

1. a complete, adequate, and realistic specification or purchase description is available;
2. two (2) or more responsible bidders are willing and able to compete effectively for the business; and
3. the procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

When sealed bids are used, the following requirements apply:

1. Bids shall be solicited in accordance with the provisions of State law and Policy 6320. Bids shall be solicited from an adequate number of qualified suppliers, providing sufficient response time prior to the date set for the opening of bids. The invitation to bid shall be publicly advertised.
2. The invitation for bids will include product/contract specifications and pertinent attachments and shall define the items and/or services required in order for the bidder to properly respond.
3. All bids will be opened at the time and place prescribed in the invitation for bids; bids will be opened publicly.

4. A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs shall be considered in determining which bid is lowest. Payment discounts may only be used to determine the low bid when prior experience indicates that such discounts are usually taken.
5. The Board reserves the right to reject any or all bids for sound documented reason.

Competitive Proposals

Procurement by competitive proposal, normally conducted with more than one source submitting an offer, is generally used when conditions are not appropriate for the use of sealed bids or in the case of a recognized exception to the sealed bid method.

If this method is used, the following requirements apply:

1. Requests for proposals shall be publicized and identify all evaluation factors and their relative importance. Any response to the publicized requests for proposals shall be considered to the maximum extent practical.
2. Proposals shall be solicited from an adequate number of sources.
3. The District shall use its written method for conducting technical evaluations of the proposals received and for selecting recipients.

4. Contracts shall be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered.

The District may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E that firms are a potential source to perform the proposed effort.

Noncompetitive Proposals

Procurement by noncompetitive proposals allows for solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

1. the item is available only from a single source
2. the public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation
3. the Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the District
4. after solicitation of a number of sources, competition is determined to be inadequate

Contract/Price Analysis

The District shall perform a cost or price analysis in connection with every procurement action in excess of \$150,000, including contract modifications. A cost analysis generally means evaluating the separate cost elements that make up the total price, while a price analysis means evaluating the total price, without looking at the individual cost elements.

The method and degree of analysis is dependent on the facts surrounding the particular procurement situation; however, the District shall come to an independent estimate prior to receiving bids or proposals.

When performing a cost analysis, the District shall negotiate profit as a separate element of the price. To establish a fair and reasonable profit, consideration is given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

Time and Materials Contracts

The District uses a time and materials type contract only (1) after a determination that no other contract is suitable; and (2) if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contract means a contract whose cost to the District is the sum of the actual costs of materials, and direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, the District sets a ceiling price for each contract that the contractor exceeds at its own risk. Further, the District shall assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

Suspension and Debarment

The District will award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of the proposed procurement. All purchasing decisions shall be made in the best interests of the District and shall seek to obtain the maximum value for each dollar expended. When making a purchasing decision, the District shall consider such factors as (1) contractor integrity; (2) compliance with public policy; (3) record of past performance; and (4) financial and technical resources.

The Superintendent shall have the authority to suspend or debar a person/corporation, for cause, from consideration or award of further contracts. The District is subject to and shall abide by the nonprocurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR Part 180.

Suspension is an action taken by the District that immediately prohibits a person from participating in covered transactions and transactions covered under the Federal Acquisition Regulation (48 CFR chapter 1) for a temporary period, pending completion of an agency investigation and any judicial or administrative proceedings that may ensue. A person so excluded is suspended. (2 CFR Part 180 Subpart G)

Debarment is an action taken by the Superintendent to exclude a person from participating in covered transactions and transactions covered under the Federal Acquisition Regulation (48 CFR chapter 1). A person so excluded is debarred. (2 CFR Part 180 Subpart H)

The District shall not subcontract with or award subgrants to any person or company who is debarred or suspended. For contracts over \$25,000, the District shall confirm that the vendor is not debarred or suspended by either checking the Federal government's System for Award Management, which maintains a list of such debarred or suspended vendors at www.sam.gov; collecting a certification from the vendor; or adding a clause or condition to the covered transaction with that vendor. (2 CFR Part 180 Subpart C)

Bid Protest

The District maintains the following protest procedures to handle and resolve disputes relating to procurements and, in all instances, discloses information regarding the protest to the awarding agency.

A bidder who wishes to file a bid protest shall file such notice and follow procedures prescribed by the Request For Proposals (RFPs) or the individual bid specifications package, for resolution. Bid protests shall be filed in writing with the Superintendent within seventy-two (72) hours of the opening of the bids in protest.

Within five (5) days of receipt of a protest, the Superintendent shall review the protest as submitted and render a decision regarding the merits of the protest and any impact on the acceptance and rejection of bids submitted. Notice of the filing of a bid protest shall be communicated to the Board and shall be so noted in any subsequent recommendation for the acceptance of bids and awarding of contracts.

Failure to file a notice of intent to protest, or failure to file a formal written protest within the time prescribed, shall constitute a waiver of proceedings.

Maintenance of Procurement Records

The District maintains records sufficient to detail the history of all procurements. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price (including a cost or price analysis).

Applicable laws and regulations:
2 C.F.R. 200.317 - .326

policy

**BOARD OF EDUCATION
LANSING SCHOOL DISTRICT**

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PREVAILING WAGE COORDINATOR

It is the purpose of this policy to comply with State and Federal regulations concerning prevailing wage rate.

The Michigan Department of Consumer and Industry Services; Wage and Hour Division will determine the prevailing wage rate in the locality where the work is to be performed.

The Superintendent shall designate a Prevailing Wage Coordinator for this District.

The Prevailing Wage Coordinator will submit to the Superintendent, for Board of Education approval, procedures for monitoring compliance with prevailing wage laws. S/He will request the Michigan Department of Consumer and Industry Services; Wage and Hour Division to establish the prevailing wage rate in this District for school construction or renovation projects. A schedule of those wages must be attached to the specifications for the work, and printed on any bidding blanks. A copy of the bidding blank must be filed with the Michigan Department of Consumer and Industry Services; Wage and Hour Division prior to the award of any contract. Thereafter, any contract which is awarded must include a provision that each laborer, workman, or mechanic employed by the contractor will be paid at a rate not less than the prevailing wage rate. On the first pay date, the contractors and subcontractors must provide each employee with written notification of his/her job classification and the prevailing wage rate for his/her job classification, unless the employee is covered by a collective bargaining agreement.

M.C.L. 408.551 et seq.

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policy

**BOARD OF EDUCATION
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COOPERATIVE PURCHASING

The Board of Education recognizes the advantages of centralized purchasing in that volume buying tends to maximize value for each dollar spent. The Board, therefore, encourages the administration to seek advantages in savings that may accrue to this District through joint agreements for the purchase of supplies, equipment, or services with the governing body(ies) of other governmental units.

The Board authorizes the Business Manager to negotiate such joint purchase agreements for services, supplies, and equipment which may be determined to be required from time to time by the Board and which the Board may otherwise lawfully purchase for itself, with governmental contracting units as may be appropriate in accordance with State law, the policies of this Board, and the dictates of sound purchasing procedures.

Cooperative or joint purchases require an agreement approved by the Board and the participating contracting body(ies) which shall specify the categories of equipment and supplies to be purchased; the manner of advertising for bids and of awarding contracts; the method of payment by each participating party and such other matters as may be deemed necessary to carry out the purposes of the agreement. Such agreements are subject to all legal bidding requirements.

M.C.L. 124.1 et seq.

policy

**BOARD OF EDUCATION
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LOCAL PURCHASING

The Board of Education recognizes its position as a major purchaser in this community, and while it is the intention of the Board to purchase materials and supplies of quality at the lowest possible cost through widespread competition, if all other considerations are equal, the Board prefers to purchase within the District from established local merchants.

The Board authorizes the Superintendent to award purchases placed in accordance with law, this policy, and all policies of the Board otherwise applicable to local merchants when

- A. their quotation is competitive, within a percentage determined by the Board,
- B. freight charges are a factor,
- C. maintenance service may be required,
- D. promptness of delivery is a consideration,

provided that all statutes pertaining to public purchasing are duly observed.

policy

**BOARD OF EDUCATION
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VENDOR RELATIONS

The Board of Education shall not enter a contract knowingly with any supplier of goods or services to this District under which any Board member or officer, employee, or agent of this School District has any pecuniary or beneficial interest, direct or indirect, unless the person has not solicited the contract or participated in the negotiations leading up to the contract. This prohibition shall not prevent any person from receiving royalties upon the sale of any textbook of which s/he is the author and which has been properly approved for use in the schools of this District.

For the purpose of this policy "beneficial interest" shall be determined in accordance with M.C.L. 15.321 et seq.

Board members and school personnel shall not accept any gifts or favors from vendors which might, in any way, influence their recommendations on the eventual purchase of equipment, supplies, or services.

All sales persons, regardless of product, shall clear with the Superintendent's Office before contacting any teachers, students, or other personnel of the School District. Purchasing personnel shall not show any favoritism to any vendor. Each order shall be placed in accordance with policies of the Board on the basis of quality, price, and delivery with past service a factor if all other considerations are equal.

M.C.L. 15.321 et seq.



In order to maintain the public trust, your local school district Board of Education should consider and adopt a resolution containing at least some, if not all, of the factors listed below.

Each factor should be discussed thoroughly by school board members, the architects and construction managers involved in any school construction because of the potential impact they will have on a project.

Your construction manager and design professional will then include these factors in the construction bid documents so all bidders know that in addition to price these items will be considered when construction bids are reviewed.



EXPERIENCE. Institutional building projects are expected to last 50-75 years. Therefore school board members should review the past experience of all construction professionals to ensure that they have pertinent experience on similar institutional projects. In so doing, the board members can evaluate whether local contractors should be considered for the project and only if they have the required experience should they be considered.



REFERENCES. School board members should investigate the references of their construction professionals from past clients doing similar institutional work. Construction professionals must supply pertinent references from their past clients, including information regarding performance and jobsite cooperation.





FINANCIAL CONDITION. A good financial rating means stability on the job and all through the project. Construction professionals must show they are financially prepared to perform the work they are bidding on. School boards must obtain information concerning a bidder's financial capability, any outstanding claims against them and bank references. A poor financial condition can affect the quality of materials, equipment and workers used on the project. It also can result in substantial project delays and unsafe schools.



SAFETY & ACCIDENTS. Construction professionals with a good safety and EMR record will be more productive. An employer has an obligation according to the Michigan Occupational Safety and Health Act (MIOSHA) to provide a place of employment free from recognized hazards likely to cause death or serious physical harm. Every employee has the right to a safe and healthy workplace. An employer must provide training in the recognition and avoidance of hazards and specific training called for in the MIOSHA standards.



RESUME OF SUPERVISORY PERSONNEL. Beyond a construction professional's experience with similar institutional projects, it is important for board members to evaluate the resumes of the supervisory personnel of all construction professionals on their project. All supervisory personnel should have pertinent experience and adequate education and training to complete your project.



INSURANCE & SURETY BONDING. Construction professionals must show proof of adequate and relevant insurance coverage for a particular project and must prove their compliance with workers' compensation statutes. School boards must set minimum standards for insurance coverage. Construction professionals that cannot provide proper coverage may be unable to fulfill project obligations. A measure of a construction professional's stability is shown in the ability to secure the required bonding.



USE OF A TRAINED LOCAL WORKFORCE. Employing local construction professionals and skilled craft workers on a project can be an attractive goal for school boards. Local craft workers, their friends and family, in all probability use those schools. However, it is necessary to determine if the construction professional has ready access to a qualified, experienced workforce to build your project.



PREVAILING WAGE. Use of prevailing wage requirements ensures that school boards secure the best qualified construction professionals to perform work on their projects. Construction professionals should compete for projects on the basis of their management practices, not by paying sub-standard wages. Utilization of prevailing wage will allow the construction professional to pay locally determined wages and benefits to attract qualified skilled craft workers.



EMPLOYEE HEALTH INSURANCE & PENSION BENEFITS. School districts can maintain and promote their community's health care and craft employees by requiring the construction professional to use prevailing wage, which includes health insurance and pension benefits. Construction professionals who provide such benefits to their craft personnel demonstrate a commitment to developing a stable workforce, which is a key component to a quality project and to the health of the community.



WORKFORCE SOURCE & PROPER EMPLOYEE CLASSIFICATION. School boards can ensure that their project will be built by qualified construction professionals by ensuring contractor access to a skilled workforce. School districts should examine carefully the source of building trades craft employees. School districts should ask prospective construction professionals to identify the source of the workforce they intend to use on the project. Construction professionals who staff the project with personnel hired from help-wanted ads or employment agencies might not have sufficient competence and ability to complete a quality project on schedule.



REGISTERED UNITED STATES DEPARTMENT OF LABOR, BUREAU OF

APPRENTICESHIP & TRAINING PROGRAMS. School boards know the value of high quality training and education. Responsible contractors know that better training equals better buildings. Bureau of Apprenticeship and Training (BAT) approved training programs create more productive craft workers. A construction professional's ability to staff a school construction project with qualified trades' workers is the key to success. Contractors, who bid on school construction projects should maintain, participate in and contribute to bona fide apprentice training programs recognized by the U.S. D.O.L./B.A.T. Trained craft workers promote cost effectiveness, timeliness, safety and quality on school construction work. Companies who employ skilled and trained workers, educated in their trade, deliver exceptional work. Moreover, every registered U.S. D.O.L./B.A.T., program must meet twenty-two standards of apprenticeship regulated and audited by the U.S. D.O.L./B.A.T., as outlined in 29 CFR 29.5.



LICENSING. School boards get a better building when highly competent construction professionals and tradespersons build it to code. State law establishes licensing requirements for

electrical, mechanical, plumbing, boiler and elevator contractors, and electrical,

elevator and plumbing craft workers. Proper licensing and certification,

when applicable, show school boards that construction

professionals bidding the job have been tested and are

competent to perform the work. All responsible construction

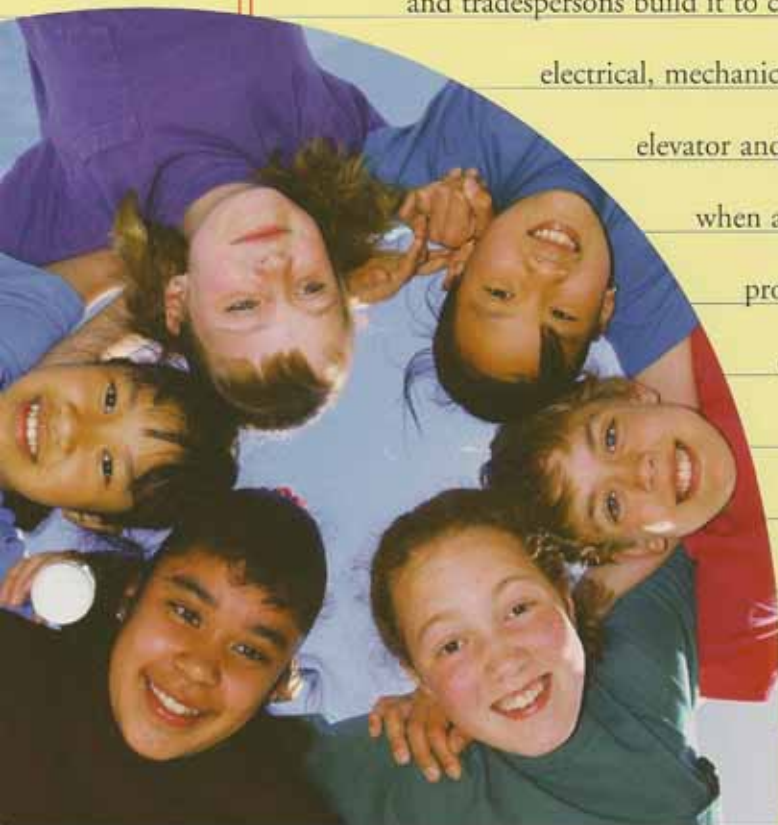
professionals must provide documented proof of licensing

and certification. This will allow school boards to contact

licensing and certification agencies to verify the bidder's

history and determine if any complaints or judgments

have been filed against them.





COMPLIANCE WITH REGULATORY AGENCIES. School boards get a higher quality building when local, state and federal regulations are followed. Compliance with the EPA, MIOSHA, OSHA and other agencies helps school boards evaluate the construction professional's willingness to follow rules. It also ensures that the bidding contractors are aware of the policies that affect them. Contractor adherence to wage and hour standards, record keeping guidelines, child labor regulations and other components of the Fair Labor Standards Act are good indicators of a stable workforce. Construction craft workers who are treated fairly and receive proper pay and benefits are more likely to produce high quality work which helps ensure a safe learning environment for Michigan children.



CIVIL SUITS/ARBITRATION/HISTORY. A school board will have their building projects completed without costly legal entanglements if they select a responsible contractor with a 'clean' legal history. School boards should contract with construction professionals that build according to contract – not in spite of the contract. School districts should carefully examine a contractor's litigation history and the final disposition of any arbitration claims brought against him/her. A contractor with an unusually high level of adverse claims might indicate that the school board should disqualify the contractor.



Michigan Association for Responsible Contracting

phone: 1-866-YES-MARC • fax: 517-372-0402 • www.miarc.org



Section 00210 - Special Provisions

1. General - All Bidders are responsible to review all work categories descriptions, and report any conflicts or ambiguities which may affect the execution of their Work Categories. All Bidders are responsible to review all Bidding Documents and become familiarize with them to coordinate their work accordingly. Work Category descriptions should in no way be construed as being all-inclusive. Should a conflict exist between the Work Category description and other Bidding Documents, the Work Category description shall prevail and take precedence. Additionally, the Work Category Description of each bidder shall take precedent over any conflicting assignment of work in other Work Category Descriptions. Bidders are required to bid the entire Work Category and may bid more than one Work Category.
2. Post Bid Interviews – We will be holding post bid interviews for the low qualified bidders immediately after bids are received. It is essential to the interview process that the primary and secondary Trade Contractors are included in the meeting, as well as the actual project foremen and project managers. The purpose of the interview will be to discuss the bids, but will also focus on collaboration, schedule, submittals, safety, site utilization and unique project requirements.
3. Project Scheduling - 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 be 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. Superintendents and Foremen will be required to actively contribute to 2 week look-ahead scheduling.
4. Electronic Documentation – In an effort to promote sustainability, consistency and efficiency, information shall be conveyed electronically to the greatest extent possible on a cloud platform established by Nielsen Construction. Each trade will be expected to utilize the cloud platform for all documents, including drawings, specifications, submittals, meeting minutes, O&M's, etc. Electronic copies should be original raw (searchable) PDFs where-ever possible. Hard copies will not be accepted.
5. Projects Website –Nielsen has set up a Project Website for the construction documents for the project (RedTeam). This website will be used for (not limited to) the following:
 - a. Submittal upload and approvals
 - b. RFI upload and responses
 - c. Updated drawings
 - d. Updated schedule
 - e. Meeting minutes
 - f. Project directory
 - g. Testing reports
 - h. Notice of commencement
 - i. MSDS

Please note: proposals are based on all contract documents. Therefore, a complete review of all documents should be completed before submitting a bid.

For any questions regarding this process, email mriggins@nielsenconstructioninc.com.

6. Shop Drawings & Submittals –Utilizing the cloud platform, within two weeks after contract award, the Trade Contractor shall review, approve, and upload original raw (searchable) PDFs, when-ever possible, of all submittals through the Construction Manager (The only exception is actual samples (paint draw downs, masonry, etc.); however, all brochures and product data related to these samples must be submitted electronically).



7. Change Order Requests must be submitted electronically in PDF format with a cover sheet summarizing the cost and explaining the issue. Electronic copies must be original raw (searchable) PDFs when-ever possible.
8. Closeout Documents and As-Builts – Closeout documents will be required during the submittal process prior to construction, with the exception of As-Builts, Warranties and Contract Finalizations.
9. Material Deliveries – All material deliveries should be planned in advance and closely coordinated with the Project Foreman. Queuing for trucks will be available on-site at designated locations as coordinated with the Construction Manager. If deliveries require traffic control, the Trade Contractor is required to provide flagmen accordingly. All Trade Contractors are responsible for directing responsible trucks into project site, unloading of materials, handling, protection and storage of all received equipment. The Owner and Construction Manager will not accept deliveries.
10. Parking – Parking areas will be provided onsite. It is the responsibility of each trade partner to secure proper parking permits for their employee's.
11. No Smoking on the Property– There shall be no smoking permitted anywhere on or near the property.
12. Work Hours - Common jobsite working hours shall be 7:00 am to 3:30 pm, Monday through Friday. Any overtime requires advance approval by Construction Manager.
13. Schedule of Values (SOV) – Per Section 01370 Schedule of Values, submit a detail list of Schedule of Values for approval via email. Once approved, adhere to the Application for Payment process. The SOV must be divided up into labor and material.
14. Application for Payment – Please email payment applications.
15. Payment period: payment applications are due the 20th of each month. Each request for payment shall be provided with a fully executed sworn statement along with its relative unconditional waivers. All subcontractors and suppliers are to be listed on the sworn statement.
16. Existing Services – The existing utilities and fixtures will remain in operation during construction. Care must be taken when working around the site and in the building. Under conditions where tie-ins to existing services/utilities are required, each Trade Contractor will be required to notify Construction Manager five (5) working days in advance. Pre-Task planning and shut-down notifications will be required to assure minimum interruptions to Owner operations, including performing required tie-ins after normal working hours. Trade Contractors are responsible to cover premium time costs to complete required tie-ins.)
17. Jobsite Safety – All Trade Contractors of any tier and visitors entering this jobsite will be required to check-in with Nielsen upon arrival at the project site.
 - a. Safety (see contract form section for project safety program) - It is a fundamental value of Nielsen Construction, that safety is always a primary consideration. The following represents a few important pre-construction requirements that apply to this project. Before any awarded Trade Contractor starts work on-site, the following requirements shall be satisfied:
 - i. Provide a copy of Trade Contractor's safety program.
 - ii. No tobacco products, including but not limited to cigarettes, cigars, chewing tobacco, etc. are permitted on Owners premises.
 - iii. Provide a copy of Material Safety Data Sheets (MSDS) for all proposed materials.



- iv. Hardhats and safety glasses are to be worn at all times. Additional personal protection equipment will be worn appropriately based on the work performed.
 - v. Designate a Safety Representative(s) who will be working on-site – Provide telephone numbers and emergency telephone numbers.
 - vi. An understanding of our safety program and specifically our policy that in the event of an injury or near miss, all parties involved will be required to take a drug screening test immediately. Failure to perform the required test will result in removal from the site.
18. Warranties –The contractor shall guarantee all materials and work for a period of one year from Substantial Completion, regardless of date of start-up or installation. Before final payment, Contractor must provide a letter of guarantee confirming the effective date and duration of the guarantee.
19. Sealant Schedule - If sealants are required by the specification for a specific system that is not listed, then the Trade Contractor installing the product shall be responsible for the associated caulking.

End of Special Provisions Section 00210



01010 SUMMARY OF WORK

01011 RELATED DOCUMENTS

- I.1 Drawings and general provisions of the Contract including General and Supplementary Conditions and Division I Specification Sections, apply to work specified in this section.
- I.2 Information given in the Division I 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.

01012 CONSTRUCTION MANAGER

- I.1 Nielsen Construction 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.
- I.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.

01013 PROJECT

- I.1 The Work as defined in the General Conditions and described in the Contract Document.

01014 RELATED WORK NOT-IN-CONTRACT (NIC)

- I.1 Reference Section 00210 for any work that will be performed by the Owner or accomplished under separate contract.

01015 REPLACEMENT MATERIAL (For Owner's future use)

- I.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.

01016 LABOR, MATERIALS, TAXES & WORKMANSHIP

I. LABOR AND MATERIALS

- I.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.
- I.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.

- 1.3 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.

2. TAXES

- 2.1 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.

01017 CRITICAL PHASING & STAGES OF CONSTRUCTION

I. INTRODUCTION

- 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.
- 1.2 The Construction Manager shall coordinate detailed critical phasing and sequencing and scheduling with the Owner's representative.
- 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.
- 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.

2. BID SCHEDULES

- 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.
- 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.
- 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.



- 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.

3. PROJECT SEQUENCING

3.1 GENERAL SEQUENCING

- 3.1.1 The overall project sequencing is indicated within the Preliminary Construction Schedule. Refer to Section 00200 and Section 01310.

3.2 RESTRICTIVE SEQUENCING & SCHEDULING

- 3.2.1 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.

3.3 SPECIFIC PROJECT REQUIREMENTS

- 3.3.1. Refer to the work category description and Section 00210 for specific information on scheduling requirements.

4. MUTUAL COOPERATION

- 4.1. 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.

01018 USE OF SITE

- 1.1 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.

- 1.2 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.

1.3 ACCESS TO SITE

Use of Site: Limit use of Project site to the limits indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.

- 1.4 Trade Contractor shall assume full responsibility for the protection and safekeeping of products under his contract, stored on the site.



- I.5 Move any stored products, under Trade Contractor's control, which interfere with operations of the Owner or separate Contractor.
- I.6 Obtain and pay for the use of additional storage or work areas needed for operations.
- I.7 Nonsmoking Property: Smoking is not permitted on or near the property.

01019 CONTRACT CONSIDERATIONS

SECTION INCLUDES:

- I.1 Schedule of Values
- I.2 Application for Payment
- I.3 Change Procedures

I.1 SCHEDULE OF VALUES

- I.2.1 Submit schedule via email to Construction Manager. Application for Payments cannot be processed until 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 must be listed as separate line items.**

The schedule of values must be itemized as follows:

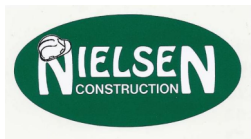
- I.2.2 Format: Unless instructed otherwise, utilize the Table of Contents of this Project Manual. Identify each line item with number and title of the major specification Section. Identify bonds, insurance, and permits separately.
- I.2.3 Allowances should be added as individual line items for each section in the Schedule of Values.
- I.2.4 Include within each line item, a directly proportional amount of Contractor's overhead and profit.
- I.2.5 Approved Change Orders will automatically be added as a line item in the Schedule of Values.

I.2 APPLICATIONS FOR PAYMENT

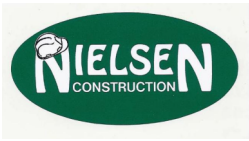
- I.3.1 Pay Applications are to be created and submitted via email and which conforms to the AIA G702 Form.
- I.3.2 Payment Period: First of month to first of month unless agreed to otherwise.
- I.3.3 Waiver of liens and Sworn Statements shall accompany all Payment Requests unless agreed to otherwise. Also to be produced and submitted through the Trade Contractor Portal.

I.3 CHANGE PROCEDURES

- I.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.



- I.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.
- I.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 01600 and 01600A.
- I.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.
- I.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.
- I.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.
- I.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.
 - a. 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.
 - b. Execution of Change Orders: Architect-Engineer will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.
 - c. Overhead and Profit: Overhead and Profit shall include the following:
Supervision, Superintendents, Commercial General Liability and Umbrella Insurances, Wage of Time Keepers, Watchmen and Clerks, Small tools with material value of less than \$2,000.00, Incidentals, General Office Expense, and all other expenses not included in Labor Rates. 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%.



END OF SECTION



01020 ALLOWANCES

I. GENERAL

- I.1 Allowances, if necessary, will be established as directed in the Work Category Descriptions and are required to be included within the Trade Contractor's base bid. The amount included is an actual cost and does not include overhead and profit. Overhead and profit shall be included in the Trade Contractor's base bid, not in the allowance. Charges against the allowances will be at the Trade Contractor's net rate without overhead and profit as it is already included in the Contractor's base bid. These allowances are set up to be used only when authorized by the Construction Manager. Labor charged against the allowances will be in accordance with mutually accepted labor rates listed in each Trade Contractor's respective contract. Work expended by use of the allowances may be billed for each month in the Trade Contractor's monthly billing provided proper documentation and allowance authorizations are provided. In the event a balance remains within a specific allowance at the end of the project, a change order will be issued deducting the balance remaining in the allowance from the Trade Contractor's contract. All savings as a result of the Trade Contractor's non-use of these allowances will be the Owner's.

END OF SECTION



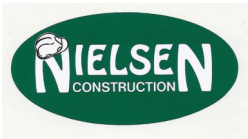
01040 COORDINATION

01041 GENERAL

- I.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.

01042 GENERAL INSTALLATION PROVISIONS

- I.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.
- a. 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.
 - b. 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.
- I.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.
- I.3 **Coordinate enclosure of the work with required inspections and tests so as to minimize the necessity of uncovering work for that purpose.**
- I.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.



01043 COORDINATION OF PERMANENT UTILITY CONNECTIONS

- I.1 New utility connections shall be coordinated with local utilities and the Project Superintendent.

01044 MECHANICAL & ELECTRICAL COORDINATION

- I.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



01045 CUTTING AND PATCHING

I. GENERAL

I.1 RELATED DOCUMENTS

Drawing and general provisions of contract, including General and Supplementary Conditions and other Division I Specification sections apply to work of this Section.

I.2 DESCRIPTION OF REQUIREMENTS

I.2.1 Definition: "Cutting and patching" includes cutting into existing construction to provide for the installation or performance of other work and subsequent fitting and patching required to restore surfaces to their original condition.

- a. "Cutting and patching" is performed for coordination of the work, to uncover work for access or inspection, to obtain samples for testing, to permit alterations to be performed or for other similar purposes.

I.3 RELATED WORK SPECIFIED ELSEWHERE

I.3.1 Refer to mechanical and electrical specifications sections for additional requirements and limitations on cutting and patching of mechanical and electrical work.

I.4 QUALITY ASSURANCE

I.4.1 Requirements for Structural Work: Do not cut and patch structural work in a manner that would result in a reduction of load-carrying capacity or of load-deflection ratio.

- a. Before cutting and patching the following categories of work, obtain the Construction Manager's approval to proceed:
 - Structural Steel - Miscellaneous structural metals, including lintels, equipment supports, stair systems and similar categories of work.
 - Structural Concrete - Foundation construction, Retaining walls, Structural decking, Exterior wall construction, Piping, ductwork, vessels and equipment. Reinforcing steel shall not be heated to bend or reshape a bar.
- b. Visual Requirements: Do not cut and patch work exposed on the building's exterior or in its occupied spaces, in a manner that would, in the Architect/Engineer's opinion, result in lessening the building's aesthetic qualities. Do not cut and patch work in a manner that would result in substantial visual evidence of cut and patch work. Remove and replace work judged by the Architect/ Engineer to be cut and patched in a visually unsatisfactory manner.

2. PRODUCTS

2.1 MATERIALS

2.1.1 General: Use materials for cutting and patching that are identical to existing materials. If identical materials are not available, or cannot be used, use materials that match existing adjacent surfaces to the fullest extent possible with regard to visual effect. Use materials for cutting and patching that will result in equal-or-better performance characteristics.



3. EXECUTION

3.1 INSPECTION

- 3.1.1 Inspect existing conditions of the project, including elements subject to damage or to movement during cutting and patching.
- 3.1.2 After uncovering work, inspect the conditions affecting the installation of products or performance of the work.
- 3.1.3 Report unsatisfactory or questionable conditions to the Construction Manager in writing; do not proceed with the work until the Construction Manager has provided further instructions.

3.2 PREPARATION

- 3.2.1 Provide adequate temporary support as necessary to assure the structural value or integrity of the affected portion of the work.
- 3.2.2 Provide devices and methods to protect other portions of the project from damage.
- 3.2.3 Provide protection from the elements for that portion of the project, which may be exposed by cutting and patching work, and maintain excavations free from water.

3.3 PERFORMANCE

- 3.3.1 Execute cutting and demolition by methods which will prevent damage to other work, and will provide proper surfaces to receive installation or repairs. Cutting and patching shall be performed by individuals certified, licensed, or otherwise qualified as experienced and with sufficient training to perform the required task.
- 3.3.2 Execute excavating and backfilling by methods which will prevent settlement or damage to other work.
- 3.3.3 Execute fitting and adjustment of products to provide a finished installation to comply with specified products, functions, tolerances and finishes.
- 3.3.4 Restore work which has been cut or removed; install new products to provide complete work in accord with requirements of Contract Documents.
- 3.3.5 Fit work airtight to pipes, sleeves, ducts, conduit and other penetrations through surfaces.
- 3.3.6 Refinish entire surfaces as necessary to provide an even finish to match adjacent finishes.
- 3.3.7 For continuous surfaces refinish to nearest intersection. For an assembly, refinish the entire unit.



3.4 CLEANING

- 3.4.1 Thoroughly clean areas and spaces where work is performed or used as access to work. Remove completely paint, mortar, oils, putty and items of similar nature. Thoroughly clean piping, conduit and similar features before painting or other finishing is applied. Restore damaged pipe covering to its original condition.

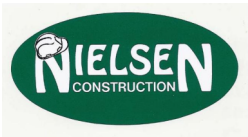
4. CUTTING & PATCHING FOR MECHANICAL WORK

- 4.1 The Mechanical Contractor shall be responsible for all cutting, core drilling, and patching for their work. Cutting and patching shall be performed by individuals certified, licensed, or otherwise qualified as experienced and with sufficient training to perform the required task.
- 4.2 The Mechanical Contractor shall be responsible for the accurate location of all openings necessary for the installation of the mechanical work. Any additional openings required to move his work due to an error in the initial layout shall be made at the expense of the Mechanical Contractor.

5. CUTTING & PATCHING FOR ELECTRICAL WORK

- 5.1 The Electrical Contractor shall be responsible for all cutting, core drilling, and patching for their work. Cutting and patching shall be performed by individuals certified, licensed, or otherwise qualified as experienced and with sufficient training to perform the required task.
- 5.2 The Electrical Contractor shall be responsible for the accurate location of all openings necessary for the installation of the electrical work. Any additional openings required to move his work due to an error in the initial layout shall be made at the expense of the Electrical Contractor.

END OF SECTION



01050 FIELD ENGINEERING

01051 LAYOUT

- I.1 Under the supervision and with the assistance of the Construction Manager, each Trade Contractor will be responsible for the layout of his particular portion of the work. Checking of layout and any assistance provided by the Construction Manager shall in no way be construed to relieve the Trade Contractors of their responsibilities for layout dimensions, tolerances, and accuracy of their work as set forth in the Contract Documents.
- I.2 Each Trade Contractor shall carefully protect monuments, stakes, and benchmarks. If destroyed or disturbed by the Trade Contractor or his employees, the cost of replacing them shall be charged against the Trade Contractor and shall be deducted from the Trade Contractor's contract amount.
- I.3 Except as otherwise noted, each Trade Contractor shall obtain his own field measurements and establish lines, grades, levels, and measurements shown on the drawings, and reconcile all measurements and conditions shown on the drawings with existing conditions at site, from the site survey provided and building corner indications and ground floor elevation designated by the Construction Manager.
- I.4 Before custom fabricating any materials, the Trade Contractor shall verify all dimensions of any existing and new work, and shall be responsible for their accuracy. Any differences found shall be submitted to the Architect through the Construction Manager, for consideration before proceeding with the work. No extra compensation will be permitted because of differences between actual dimensions and measurements indicated on the project drawings.

END OF SECTION



01060 REGULATORY REQUIREMENTS

01061 APPLICABLE CODES

- I.1 Reference section 00210 for the list of applicable codes.

01062 WAGES, LABOR & EQUAL EMPLOYMENT OPPORTUNITY

- I.1 The Trade Contractor shall provide for labor needs from the ranks of working labor locally. The Trade Contractor shall enforce the same conditions upon all Trade Subcontractors engaged by the Trade Contractor for the performance of any portion of the work.
- I.2 Successful bidders shall be required to subscribe to the principles of equal opportunity in its employment practices, and shall be required to enforce the same conditions upon all Trade Subcontractors engaged by the Trade Contractor for the performance of any portion of the work.

01063 FIRE HAZARD CLASSIFICATION

- I.1 Fire hazard classifications for materials as specified in the technical specification shall be those established by publication in Current Building Materials List published by Underwriters' Laboratories, Inc., or certified to by notarized affidavit from Southwest Research Institute, or other agency acceptable to the State Construction Code Commission.
- I.2 Where compliances are established by publication in Building Materials List, Trade Contractor shall so represent in writing to the Construction Manager. Where compliances are to be established by affidavit, Trade Contractor shall submit properly notarized affidavit that the material has been tested in accordance with requirements of ASTM E84, ASTM E119, or other specified standard, and found to qualify for the specified classifications. Affidavit shall state the name of the testing agency. The affidavit for testing is to be certified by the manufacturer for material and by the installer for installation.
- I.3 Copies of affidavits and other representations of compliance shall be submitted to the Construction Manager at time of shop drawing or sample submittal, whichever comes first.
- I.4 In addition, the Construction Manager and Trade Contractor shall have the said materials inspected upon receipt, also before installation, and shall submit upon request prior to final acceptance of project, six copies of properly notarized affidavits by the Construction Manager and Trade Contractor as to the inspection (naming the inspector and other witnesses), certifying that the materials covered by previously submitted affidavits or other representations of compliance with the requirements for specified classifications were received at the jobsite properly labeled or otherwise certified to, and said materials were installed, and in a manner to in no way harm said compliances.



2. FIRE MARSHAL AFFIDAVITS

- 2.1 The Conditions of the Contract and Division I - General Requirements, are a part of this Section.
- 2.2 The requirements specified hereinafter refer to compliance with Codes and Regulations of governing authorities referred to in Article 4 of the General Conditions.
- 2.3 Submit in triplicate, notarized affidavits for the products required as specified in the various technical sections of the specifications. Affidavits shall be submitted to the appropriate field office responsible for the project. Affidavit shall be signed and notarized, and in the following format:

END OF SECTION



01070 ABBREVIATIONS & SYMBOLS

01071 LIST OF ABBREVIATIONS

ACI	American Concrete Institute
AIA	American Institute of Architects
AISC	American Institute of Steel Construction
ANSI	American National Standards Institute
ASTM	American Society for Testing Materials
BOCA	Building Officials and Code Administrators
ICBO	International Conference of Building Officials
LEED	Leadership in Environmental and Energy Design (if applicable)
DOT	Department of Transportation
NFPA	National Fire Protection Association
OSHA	Occupational Safety and Health Administration
SMACNA	Sheet Metal & A/C Contractors National Association
UBC	Uniform Building Code

END OF SECTION



01095 REFERENCE STANDARDS AND DEFINITIONS

I.1 RELATED DOCUMENTS

- a. General provisions of the Contract, including General and Supplementary Conditions, other Division I Specification Sections and Drawings, apply to this Section.

I.2 DEFINITIONS

- a. Basic Contract definitions are included in the General Conditions and Special Conditions.
- b. Indicated: The term "indicated" refers to graphic representations, notes, or schedules on the drawings, other paragraphs or schedules in the specifications, and similar requirements in the Contract Documents. Where terms such as "shown", "noted", "scheduled" and "specified" are used, it is to help the reader locate the reference; no limitation on location is intended.
- c. Regulation: The term "Regulations" includes laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, as well as rules, conventions, and agreements within the construction industry that control performance of the work.
- d. Furnish: The term "furnish" is used to mean "supply and deliver to the project site, ready for unloading, unpacking, assembly, installation, and similar operations."
- e. Install: The term "install" is used to describe operations at project site including the actual "unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations."
- f. Provide: The term "provide" means "to furnish and install, complete and ready for the intended use."
- g. Installer: An "Installer" is the Contractor or an entity engaged by the Contractor, either as an employee, sub-contractor, or sub-sub-contractor, for performance of a particular construction activity, including installation, erection, application, and similar operations. Installers are required to be experienced in the operations they are engaged to perform.
- h. Unless otherwise indicated, the term "experienced" when used with the term "Installer" means having a minimum of 5 previous projects similar in size and scope to this project, being familiar with the precautions required, and having complied with requirements of the authority having jurisdiction.
- i. Trades: Use of titles such as "carpentry" is not intended to imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter". It also does not imply that requirements specified apply exclusively to tradespersons of the corresponding generic name.
- j. Assignment of Specialists: Certain Sections of the Specifications require that specific construction activities shall be performed by specialists who are recognized experts in the operations to be performed. The specialists must be engaged for those activities, and



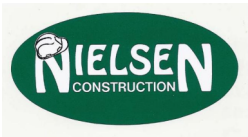
assignments are requirements over which the Contractor has no choice or option. Nevertheless, the ultimate responsibility for fulfilling Contract requirements remains with the Contractor.

This requirement shall not be interpreted to conflict with enforcement of building codes and similar regulations governing the work. It is also not intended to interfere with local trade union jurisdictional settlements and similar conventions.

- k. **Project Site:** The space available to the Trade Contractors for performance of construction activities, either exclusively or in conjunction with others performing other work as part of the Project. The extent of the Project Site is shown on the drawings and may or may not be identical with the description of the land upon which the Project is to be built.
- l. **Testing Laboratories:** A "testing Laboratory" is an independent entity engaged to perform specific inspections or tests, either at the Project Site or elsewhere, and to report on and, if required, to interpret results of those inspections or tests.

I.3 SPECIFICATION FORMAT AND CONTENT EXPLANATION

- a. **Specification Format:** The Specifications are organized into Divisions and Sections based on either the Construction Specifications Institute's 16-Division format or the MASTERFORMAT sections 020000-480000.
- b. **Specification Content:** This Specification uses certain conventions in the use of language and the intended meaning of certain terms, words, and phrases when used in particular situations or circumstances. These conventions are explained as follows:
 - 1) **Abbreviated Language:** Language used in Specifications and other Contract Documents is the abbreviated type. Implied words and meanings will be appropriately interpreted. Singular words will be interpreted as plural and plural words interpreted as singular where applicable and the full context of the Contract Documents so indicates.
 - 2) Imperative and streamlined language is used generally in the Specifications. Requirements expressed in the imperative mood are to be performed by the Contractor. At certain locations in the text, for clarity, subjective language is used to describe responsibilities that must be fulfilled indirectly by the Contractor, or by others when so noted.
 - 3) The words "shall be" shall be included by inference wherever a colon (:) is used within a sentence or phrase.
- c. **Summary References:** The Summary Article of each Specification Section includes references to Work Included, Related Work Specified Elsewhere, Products Furnished but not Installed by this Section, and similar phrases. These listings are provided as a guide to the Contractor to assist the Contractor in locating related information within the Specification. No guarantee regarding the absolute completeness of these references is



intended or may be inferred nor shall the presence, or lack thereof, of any reference relieve the Contractor of the final responsibility for proper completion of the work.

I.4 INDUSTRY STANDARDS

- a. **Applicability of Standards:** Except where the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents. Such standards are made a part of the Contract Documents by reference.
- b. **Publication Dates:** Where the date of issue of a referenced standard is not specified, comply with the latest referenced standard in effect at the time of Bid Opening.
- c. **Conflicting Requirements:** Where compliance with two or more standards is specified, and the standards establish different or conflicting requirements for minimum quantities or quality levels, refer requirements that are different, but apparently equal, and uncertainties to the Architect for a decision before proceeding.
- d. **Copies of Standards:** Each entity engaged in construction on the Project is required to be familiar with industry standards applicable to that entity's construction activity. Copies of applicable standards are not bound with the Contract Documents.
 - 1) Where copies of standards are needed for performance of a required construction activity, the Contractor shall obtain copies directly from the publication source and maintain these standards, for reference by the Contractor, and Architect, in a convenient location within the temporary office.
- e. **Abbreviations and Names:** Trade association names and titles of general standards are frequently abbreviated. Where acronyms or abbreviations are used in the Project Manual, they mean the recognized name of the Trade organization, standards generating organization, authority having jurisdiction, or other entity applicable. Refer to the "Encyclopedia of Associations", published by Gale Research Company, available in most libraries.

I.5 SUBMITTALS

- a. **Permits, Licenses, and Certificates:** For the Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, and similar documents, correspondence, and records established in conjunction with compliance with standards and regulations bearing upon performance of the work.

END OF SECTION



01100 ALTERNATES

I.1 RELATED DOCUMENTS

Drawings and general provisions of Contract, including General and Supplementary Conditions and Division I Specification Sections, apply to work of this Section.

I.2 DEFINITIONS

I.2.1 Voluntary and Mandatory Alternates are defined as alternate products, materials, equipment, installations or systems for the work, which may, at the Owner's option, be selected to either add to or delete from the scope of the project.

I.2.2 Alternates may, or may not, substantially change scope and general character of the work, and must not be confused with "allowances", "unit prices", "change orders", "substitutions", and other similar provisions.

I.3 COORDINATION

I.3.1 Coordinate pertinent related work and modify surrounding work as required to properly integrate the work under each Alternate, and to provide the complete construction required by the plans and specifications. Each Alternate includes all related work required to provide the work described in the individual Alternate.

I.4 DESCRIPTION OF ALTERNATES

I.4.1 Refer to Section 00210 for a description of the basic change added to or deleted from the scope of the project.

I.4.2 The Owner reserves the right to select any Alternate following submission of the bid. If selected subsequent to the award and execution of the Agreement, the Alternate will be affected by Change Order and the sole consideration shall be the price quoted in the bid.

I.4.3 Each contractor should review each alternate and include a "deduct or add" amount on the trade contract proposal form. At the end of each alternate is a summary of the Work Categories affected by the alternate.

I.4.4 RELATED DOCUMENTS

a. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division I Specification sections, apply to work of this section.

I.4.5 DESCRIPTION OF REQUIREMENTS:

a. Definition: An alternate is an amount proposed by Bidders and stated on the Bid Form that will be added to or deducted from Base Bid amount if the Owner decides to accept a corresponding change in either scope of work or in products, materials, equipment, systems or installation methods described in Contract



Documents. Alternate Bid Pricing shall be firm for 90 days from date of award.

- b. Coordination: Coordinate related work and modify or adjust adjacent work as required to ensure that work affected by each accepted alternate is complete and fully integrated into the project.
- c. Notification: Immediately following award of Contract, prepare and distribute to each party involved, notification of the status of each alternate. Indicate whether alternates have been accepted, rejected or deferred for construction at a later date. Include a complete description of negotiated modifications to alternates, if any.
- d. Schedule: A "Schedule of Alternates", if applicable, is included in Section 00210. Specification sections referenced in the Schedule contain requirements for materials and methods necessary to achieve the work described under each alternate.
 - 1) Include as part of each alternate, miscellaneous devices, appurtenances and similar items incidental to or required for a complete installation whether or not mentioned as part of the alternate.

01110 VOLUNTARY ALTERNATES

- I.1 Bidding of Voluntary Alternates is encouraged. It shall be understood that Voluntary Alternates cannot be considered as a basis for determining a low bid. Contractor may only be determined low bidder based upon the Contract Documents and specified bid alternates in Section 01100.

END OF SECTION



01150 MEASUREMENT AND PAYMENTS

I.1 DESCRIPTION

This Section describes the means and methods required for payment for work performed as an extra to the Contract.

I.2 CHANGES IN THE WORK

- I.2.1 The Owner and Architect reserve the right to make changes in the work without notice to sureties or in any way rendering the Contract void.
- I.2.2 Changes in the work will be described in Supplemental Instruction (SI), Construction Change Directive (CCD), Bulletins, Proposal Request, or Field Orders issued by the Architect or Construction Manager in accordance with the General Conditions and the Supplementary Conditions, and with procedures described in this Section.
- I.2.3 Unless specified otherwise, Bulletins and Proposal Requests are not authorization to proceed with the changes described, and Supplemental Instructions, Construction Change Directives or Field Orders countersigned by the Owner are authorization to proceed. The Trade Contractor will be authorized to proceed with extra work by an approved quotation or signed Field Order.
- I.2.4 No claims for additional compensation will be considered for changes in the work unless authorization to proceed has been given by a signed Construction Change Directive, Field Order or a Change Order issued by the Construction Manager.
- I.2.5 Promptly submit to the Construction Manager, a written detailed quotation of the additional cost, credit or statement noting no change upon the receipt of each Construction Change Directive, Bulletin or Field Order.
- I.2.6 Each quotation is subject to approval of the Construction Manager, Architect and the Owner, after which a Change Order will be issued to modify each Trade Contract.
- I.2.7 Regard each Construction Change Directive, Bulletin or Field Order as a complete unit and enumerate in detail as to labor, materials and related item in the quotation. Provide additional information as requested by the Construction Manager, Architect and/or Owner.
- I.2.8 Proceed promptly in accordance with, and upon receipt of a Change Order. The Contract Sum will be adjusted in accordance with pricing methods described in the General Conditions or as modified by the Supplementary Conditions and as specified in the contract.

END OF SECTION



01200 PROJECT MEETINGS

01215 PRE-CONSTRUCTION SITE INSPECTION

- I.1 Each Trade Contractor shall be held to have visited the site of the proposed work before submitting his proposal and to have familiarized himself with all existing conditions affecting the execution of his work in this project. No allowance or extra consideration on behalf of the Trade Contractor will subsequently be made by reason of failure to observe the site conditions, nor on behalf of any subcontractor for the same reason.

01225 PROGRESS MEETINGS

- I.1 At regular intervals, the Construction Manager shall hold meetings at the jobsite with the representatives of the various Trade Contractors engaged on the project, to coordinate the progress of the work. The Construction Manager shall notify all parties required to attend, the time and place of these meetings.
- I.2 The Construction Manager shall conduct and keep a written record of all such meetings, and distribute copies of them to the Architect, Owner, and all Trade Contractors interested in the matters covered.
- I.3 All Trade Contractors shall furnish to the Construction Manager's Field Representative, all available information concerning the conditions and progress of their work, including manpower used on a daily basis.

END OF SECTION



01300 SUBMITTALS

01305 SHOP DRAWINGS, PRODUCT DATA & SAMPLES

I.1 DESCRIPTION OF REQUIREMENTS

I.1.1 GENERAL: This Section specifies requirements for submittals including shop drawings, product data, samples and other miscellaneous work related submittals. Shop drawings, product data samples and other work related submittals are required to amplify, expand and coordinate the information contained in the Contract Documents.

- a. Shop drawings are technical drawings and data that have been specially prepared for this project, including but not limited to the following items:
- Fabrication and installation drawings.
 - Setting diagrams.
 - Shopwork manufacturing instructions.
 - Templates.
 - Patterns.
 - Coordination drawings (for use on site).
 - Schedules.
 - Design mix formulas.
 - Contractor's engineering calculations.

Standard information prepared without specific reference to a project is not considered to be shop drawings.

- b. Product data includes standard printed information on manufactured products that has not been specially prepared for this project, including but not limited to the following items:
- Manufacturer's product specifications & installation instructions.
 - Standard color charts.
 - Catalog cuts.
 - Roughing-in diagram and templates.
 - Standard wiring diagrams.
 - Printed performance curves.
 - Operational range diagrams.
 - Mill reports.
 - Standard product operating and maintenance manuals.
- c. Samples are physical examples of work, including but not limited to the following items:
- Partial sections of manufactured or fabricated work.
 - Small cuts or containers of materials.
 - Complete units of repetitively used materials.



- Swatches showing color, texture and pattern.
 - Color range sets.
 - Units of work to be used for independent inspection and testing.
- d. Mock-ups are special forms of samples, which are too large or otherwise inconvenient for handling in the manner specified for transmittal or sample submittals.
- e. Miscellaneous submittals are work related, non-administrative submittals that do not fit in the three previous categories, including, but not limited to the following:
- Specially prepared and standard printed warranties.
 - Maintenance agreements.
 - Workmanship bonds.
 - Survey data and reports.
 - Project photographs.
 - Testing and certification reports.
 - Record drawings.
 - Field measurement data.
 - Operating and maintenance manuals.
 - Keys and other security protection devices.
 - Overrun stock.

I.2 SUBMITTAL PROCEDURES

- I.2.1 **COORDINATION:** Coordinate the preparation and processing of submittals with the performance of the work. Coordinate each separate submittal with other submittals and related activities such as testing, purchasing, fabrication, delivery and similar activities that require sequential activity.

Coordinate the submittal of different units of interrelated work so that one submittal will not be delayed by the Architect/Engineer's need to review a related submittal.

The Architect/Engineer reserves the right to withhold action on any submittal requiring coordination with other submittals until related submittals are forthcoming.

- I.2.2 **LISTING:** Prepare a separate listing showing principal submittals and their initial submittal dates as required for coordination of the work. Organize the listing by the related specification number sequence. Submit the listing within 30 days of the date of commencement of the work.

- I.2.3 **COORDINATION OF SUBMITTAL TIMES:** Prepare and transmit each submittal to the Construction Manager sufficiently in advance of the scheduled performance of related work and other applicable activities.

Transmit different kinds of submittals for the same unit of work so that processing will not be delayed by the Architect/Engineer's need to review submittals concurrently for coordination.



- I.2.4 **REVIEW TIME:** Allow sufficient time so that the installation will not be delayed as a result of the time required to properly process submittals, including time for resubmittal, if necessary.
- a. Allow 10 working days for the Architect/Engineer's initial processing of each submittal. Allow a longer time period where processing must be delayed for coordination with subsequent submittals. The Architect/ Engineer will advise the Construction Manager promptly when it is determined that a submittal being processed must be delayed for coordination.
 - b. Allow 10 working days for reprocessing each submittal.
 - c. No extension of time will be authorized because of the Trade Contractor's failure to transmit submittals to the Construction Manager sufficiently in advance of the work.
- I.2.5 **SUBMITTAL TRANSMITTAL:** Transmit each submittal from the Trade Contractor to the Construction Manager, by use of a submittal form. Submittals received from sources other than the Trade Contractor will be returned to the sender "without action".
- I.2.6 **SUBMITTAL FORM:** The form required to be used for transmittal of submittals will be provided to the Trade Contractor by the Construction Manager.
- a. Record relevant information and requests for data on the submittal form. On the form, or on a separate sheet attached to the form, record deviations from the requirements of the Contract Documents, if any, including minor variations and limitations.

I.3 SPECIFIC SUBMITTAL REQUIREMENTS

- I.3.1 **GENERAL:** Specific submittal requirements for individual units of work are specified in the applicable specification section. Comply with the requirements specified herein for each type of submittal.

I.4 SHOP DRAWINGS

- I.4.1 **SHOP DRAWINGS:** Information required on shop drawings includes, dimensions, identification of specific products and materials which are included in the work compliance with specified standards and notations of coordination requirements with other work. Provide special notation of dimensions that have been established by field measurement. Highlight, encircle or otherwise indicate deviations from the contract documents on the shop drawings.
- I.4.2 **COORDINATION DRAWINGS:** Provide coordination drawings where required for the integration of the work, including work first shown in detail on shop drawings or product data. Show sequencing and relationship of separate units of work, which must interface in a restricted manner to fit in the space provided, or function as indicated. Coordination



drawings are considered shop drawings and must be definitive in nature.

- I.4.3 Do not distribute shop drawing copies without an appropriate final "Action" marking by the Architect/Engineer to be used in connection with the work.
- I.4.4 **PREPARATION:** Submit newly prepared information, drawn to accurate scale. Indicate the name of the firm that prepared each shop drawing and provide appropriate project identification in the title block.
- I.4.5 Do not reproduce contract documents as the basis of shop drawings.
- I.4.6 **SUBMITTAL:**
 - a. One of the prints returned will be marked up and maintained by the Trade Contractor as a "Record Document".

I.5 PRODUCT DATA

- I.5.1 **PRODUCT DATA:** General information required specifically as product data includes manufacturer's standard printed recommendations for application and use, compliance with recognized standards of trade associations and testing agencies, and the application of their labels and seals (if any), special notation of dimensions which have been verified by way of field measurement, and special coordination requirements for interfacing the material, product or system with other work.
- I.5.2 **PREPARATION:** Collect required product data into a single submittal for each unit of work or system. Mark each copy to show which choices and options are applicable to the project. Where product data has been printed to include information on several similar products, some of which are not required for use on the project, or are not included in this submittal, mark the copies to show clearly that such information is not applicable.
- I.5.3 **SUBMITTALS:** Product data submittal is required for information and record and to determine that the products, materials and systems comply with the provisions of the contract documents.
- I.5.4 **SUBMITTAL:** The Architect/Engineer will retain one copy, the Owner's Representative one copy and will return the others marked with "Action" and corrections as required.
 - a. Do not submit product data or allow its use on the project, until compliance with the requirements of the contract documents has been confirmed by the Trade Contractor.
- I.5.5 **FINAL DISTRIBUTION:** Furnish copies of product data to trade contractors, suppliers, fabricators, manufacturers, installers, governing authorities and others as required for proper performance of the work.
- I.5.6 **INSTALLATION COPY:** Do not proceed with installation of materials, products and



systems until a copy of product data applicable to the installation is in the possession of the installer. Do not permit the use of unmarked copies of product data in connection with the performance of the work.

I.6 SAMPLES

- I.7.1 Submit samples for the Architect/Engineer's visual review of general generic kind, color, pattern, and texture, and for a final check of the coordination of these characteristics with other related elements of the work.

Samples are also submitted for quality control comparison of these characteristics between the final sample submittal and the actual work as it is delivered and installed.

- a. Refer to individual sections of these specifications for additional sample requirements.
- b. Documentation required specifically for sample submittals includes a generic description of the sample, the sample source, the product name or manufacturer, compliance with governing regulations and recognized standards.

- I.7.2 **PREPARATION:** Where possible provide samples that are physically identical with the proposed material to be incorporated in the work; provide full scale, fully fabricated samples, cured and finished in the manner specified. Where variations in color, pattern, or texture are inherent in the material represented by the sample, submit not less than 4 units, which show the approximate limits of variations. Where samples are specified for the Architect/Engineer's selection of color, texture or pattern, submit a full set of available choices for the material or product.

- a. Refer to individual sections of these specifications for samples, which, because of their relatively high cost or other special considerations, are intended to be returned to the Contractor for incorporation in the work. Such samples must be in an undamaged condition at the time of use. On the transmittal form to the Architect/Engineer, indicate such special requests regarding the disposition of sample submittals.

- I.7.3 **DISTRIBUTION OF SAMPLES:** Maintain the final submittal sets of samples, last returned by the Architect/Engineer, at the project site, available for quality control comparisons throughout the course of performing the work. In addition, final submittal sets may be used to obtain final acceptance of the work associated with each set.

Prepare and distribute additional sets of samples to subcontractors, suppliers, fabricators, manufacturers, installers, governing authorities, and others as required for proper performance of the work. Show final distribution on transmittal forms.

- a. Mockups and similar samples specified in individual work sections are special types of samples. Comply with sample submittal requirements to the fullest extent possible. Process transmittal forms to provide a record of activity.



I.7 MISCELLANEOUS SUBMITTALS

- I.7.1 INSPECTION AND TEST REPORTS: Process inspection and test reports in accordance with Product Data requirements.
- I.7.2 WARRANTIES: Refer to Section 01740 for specific general requirements on warranties, product bonds, workmanship bonds and maintenance agreements. In addition to copies desired for the Trade Contractor's use, furnish at least 2 executed copies of such warranties, bonds or agreements. Provide at least 2 additional copies where required for maintenance manuals.
- I.7.3 STANDARDS: Where submittal of a copy of standards is indicated, submit at least 2 copies of standards for the Architect/Engineer's use. Where workmanship, whether at the project site or elsewhere is governed by a standard, furnish additional copies of the standard to fabricators, installers and others involved in the performance of the work.
- I.7.4 CLOSEOUT SUBMITTALS: Refer to Section 01700 and to individual sections of these specifications for specific submittal requirements of project closeout information, materials, tools, and similar items.
- I.7.5 RECORD DOCUMENTS: Furnish set of original documents as maintained on the project site. Along with original marked up record drawings provide electronic copies of marked up drawings.
- I.7.6 OPERATING AND MAINTENANCE DATA: Unless specified otherwise, furnish at least 4 bound copies of operating data and maintenance manuals, and one electronic copy.
- I.7.7 MATERIALS AND TOOLS: Refer to individual sections of these specifications for required quantities of spare parts, extra and overrun stock, maintenance tools and devices, keys, and similar physical units to be submitted.
- I.7.8 GENERAL DISTRIBUTION: Provide additional distribution of submittals to subcontractors, suppliers, fabricators, installers, governing authorities, and others as necessary for the proper performance of the work. Include such additional copies of submittals in the transmittal to the Architect/ Engineer where the submittals are required to receive "Action" marking before final distribution. Record distributions on transmittal forms.

I.8 ARCHITECT/ENGINEER'S ACTION:

- I.8.1 GENERAL: The Architect/Engineer will review each submittal, mark with appropriate "Action", and where possible return within 10 working days of receipt. Where the submittal must be held for coordination the Architect/Engineer will so advise the Trade Contractor via the Construction Manager without delay.
- I.8.2 ACTION STAMP: The Architect/Engineer will stamp each submittal to be returned with a self explanatory action stamp, appropriately marked to indicate whether the submittal returned is for unrestricted use, final but restricted use (as marked), must be revised and



resubmitted (use not permitted) or without action (as explained on the transmittal form). Refer to Section 00210 for action stamp markings.

- I.8.3 **FINAL UNRESTRICTED RELEASE:** Where the submittals are marked as follows, the work may proceed provided it complies with the requirements of the contract documents; acceptance of the work will depend upon that compliance.
- I.8.4 **MAKE CORRECTIONS NOTED:** When the submittals are marked as follows, the work may proceed provided it complies with both the Architect's/ Engineer's notations or corrections on the submittal and with the requirements of the contract documents; acceptance of the work will depend on that compliance.
- I.8.5 **REVISE AND RESUBMIT:** When the submittals are marked as follows, the work may proceed provided it complies with both the Architect's/Engineer's notations or corrections on the submittal and with the requirements of the contract documents, acceptance of the work will depend on that compliance. Revise the submittal and resubmit for Architect's/Engineer's verification of compliance.
- I.8.6 **REJECTED:** When the submittal is marked as follows, do not proceed with the work including purchasing, fabrication, delivery, or other activity. Revise the submittal or prepare a new submittal in activity. Revise the submittal or prepare a new submittal in accordance with the Architect's/Engineer's notations stating the reasons for returning the submittal; resubmit the submittal without delay. Repeat if necessary to obtain a different action marking. Do not permit submittals with the following marking to be used at the project site, or elsewhere where work is in progress.

END OF SECTION



01310 CONSTRUCTION SCHEDULES

I.1 EXECUTION OF THE WORK

I.2 CONSTRUCTION PLANNING

Within five (5) days after the award of each Trade Contract, all Trade Contractors shall submit the following scheduling information:

I.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.

I.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 I.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.

I.3 CONSTRUCTION SCHEDULING

I.3.1 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.

I.3.2 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."

I.3.3 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.

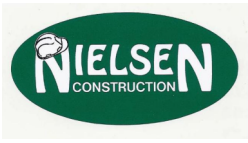
I.3.4 If it is apparent that a Trade Contractor is not going to complete his work in the time allotted, said Contractor must notify the Construction Manager within five (5) days after



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.

- I.3.5 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.
- I.3.6 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.
- I.3.7 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

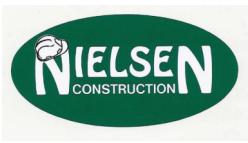


01370 SCHEDULE OF VALUES

I.1 REQUIREMENTS: Nielsen Construction requires that all Pay Applications and related information (Schedule of Values) be submitted via email.

I.1.1 This also includes Compliance related information such as the Sworn Statement, supporting Waivers, and Insurance Certificates.

END OF SECTION



01500 TEMPORARY FACILITIES

I.1 DESCRIPTION OF REQUIREMENTS

- I.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 Section 00210 for additional requirements.
- I.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.

I.2 PROTECTION OF EXISTING FACILITIES

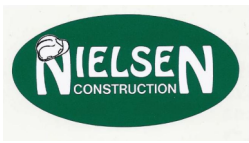
- I.2.1 Each Trade Contractor shall provide and maintain proper shoring and bracing for existing underground utilities, sewers, and building foundations encountered during his excavation work, to protect them from collapse or other type of damage until such time as they are to be removed, incorporated into the new work, or can be properly backfilled upon completion of new work.
- I.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.
- I.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.

01510 TEMPORARY UTILITIES

I.1 TEMPORARY ELECTRICAL POWER & LIGHTING

Unless identified otherwise, the following provisions shall apply:

- I.1.1 The temporary electrical power and lighting will be installed and maintained by the Electrical Trade Contractor (WC 28). Refer to Section 00210 to verify if the Owner shall pay for all power consumed for the temporary electrical service.
- I.1.2 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.

I.1.3 Any electrical requirements for power or lighting beyond those listed in this paragraph shall be the responsibility of the Trade Contractor requiring them.

I.1.4 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.

I.1.5 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.

I.1.6 All temporary electrical installations shall be in compliance with the latest National Electrical Code or OSHA, whichever is more stringent.

I.2 TEMPORARY HEAT

I.2.1 Unless identified otherwise, all equipment and labor for temporary heat after building enclosure shall be furnished by the Mechanical Trade Contractor (WC 27). Refer to Section 00210 to verify if energy will be supplied by the Owner when the heating equipment is connected to the existing power system.

I.3 COLD WEATHER PROTECTION

I.3.1 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.

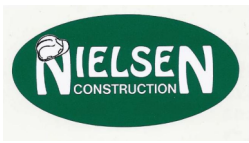
I.4 TEMPORARY TELEPHONE SERVICE

I.4.1 Each Trade Contractor shall provide temporary job site telephone service as required at his own expense.

I.4.2 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.

I.5 TEMPORARY POTABLE WATER SUPPLY

I.5.1 Unless identified otherwise, the Mechanical Trade Contractor (WC 27) shall furnish, install, maintain, and remove if necessary, a temporary water supply system as required. Refer to Section 00210 to verify if Owner shall pay for water usage fees when connected to the Owner's existing system.



I.6 TEMPORARY TOILET FACILITIES

I.6.1 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.

I.7 FIRST AID

I.7.1 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.

I.8 TEMPORARY FIRE PROTECTION

I.8.1 Each Trade Contractor shall be responsible for temporary fire protection related to his own work.

I.8.2 Unless identified otherwise, The General Trades Contractor (WC 20) 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.

01520 CONSTRUCTION AIDS

I.1 HOISTING & SCAFFOLDING

I.1.1 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.

I.1.2 Each Trade Contractor shall provide his own scaffolding, which shall be in accordance with all OSHA safety requirements.

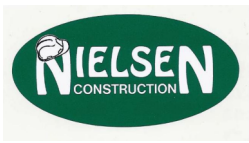
01530 BARRIERS

I.1 TEMPORARY SITE FENCE

I.1.1 The temporary site fencing will be provided by the Construction Manager unless otherwise specifically noted.

I.2 TEMPORARY BARRICADES, TRAFFIC CONTROL & TRAFFIC LIGHTS

I.2.1 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.



01540 SECURITY

I.1 WATCHMAN

- I.1.1 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.

01550 ACCESS ROADS & PARKING AREAS

I.1 CONSTRUCTION PARKING

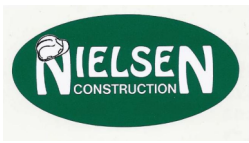
- I.1.1 Refer to Section 00210 for parking requirements.

01560 SPECIAL CONTROLS

- I.1 **WORK INCLUDED:** The work covered by this Section of the Specifications pertains to Special Controls.

- I.1.1 **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:

- Excessive static or dynamic loading.
- Excessive internal or external pressures.
- Excessively high or low temperatures.
- Thermal shock.
- Excessively high or low humidity.
- Air contamination or pollution.
- Water or ice.
- Solvents.
- Chemicals.
- Light.
- Puncture.
- Abrasion.
- Heavy traffic.
- Soiling.
- Bacteria.
- Insect infestation.
- Combustion.
- Electrical current.
- High speed operation, improper lubrication, unusual wear or other misuse.
- Incompatible interface.



- Destructive testing.
- Misalignment.
- Excessive weathering.
- Unprotected storage.
- Improper shipping or handling.
- Theft and Vandalism.

I.2 SPECIAL CONTROLS DESCRIPTIONS

I.2.1 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.

I.2.2 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.

A. 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.

I) 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.

B. 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.

C. 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.

D. 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.



- E. **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.
- I.2.3 **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.
- A. **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.
 - B. **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.

01595 SMOKING POLICY

- I.1 Refer to Section 00210 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



01600 MATERIAL AND EQUIPMENT

01610 MOVING MATERIALS

- I.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.

01620 STORAGE & PROTECTION

I.1 GENERAL

- I.1.1 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.
- I.1.2 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.

01625 SALVAGING OF MATERIALS

I.1 GENERAL

- I.1.1 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.

01631 PRODUCTS AND SUBSTITUTIONS

I.1 SUMMARY

Specified Herein: General Requirements for Substitutions and Product Acceptance.

I.2 SUBSTITUTION SUBMITTALS

- I.2.1 The following submittals shall be required for materials, assemblies, and component parts of assemblies where scheduled in the "Submittals" Section of Division I, 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:

- a. Product Certification
- b. Manufacturer's review of documents and conditions of use.
- c. Approval of proposed Applicator or Installer.
- d. Proposal for on-site instruction.
- e. Manufacturer's supervision of inspection.

I.2.2 Submittals shall be in same form as specified for Request for Acceptance of Materials described herein and, wherever practical should accompany such request.

I.2.3 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.

I.2.4 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.

I.3 MODIFICATIONS

I.3.1 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.

I.3.2 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.

I.3.3 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:

- a. Conform to the functional intent of system design.
- b. Accepted by all contracting parties, including Subcontractor and Manufacturer.
- c. Include all costs in the original bid price for adjustments to the scope of the Work including the work of other trades.

I.3.4 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.

I.4 PROTECTION CERTIFICATION

I.4.1 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.



- I.4.2 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.
- I.4.3 Obtain manufacturer's approval for all variations from published recommendations for installation, operation and conditions of use.
- I.4.4 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.

I.5 GENERAL REQUIREMENTS FOR SUBSTITUTIONS

- I.5.1 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.
- I.5.2 Definitions:
 - a. Specified Manufacturers or Materials: Those named in the Contract Documents.
 - b. Substitutions: Manufacturers or materials, which are not named in the Contract Documents.
- I.5.3 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.
- I.5.4 Substitutions During Bidding:
 - a. Substitutions shall be included in the proposal under the following conditions only and shall follow all requirements of "Acceptance of Substitutions". Paragraph I.5.6.
 - b. When the Trade Contractor knows of another product of equal or better quality and performance, which is more readily available.
 - c. 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.
- I.5.5 Substitutions After Contract:
 - a. 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.

- b. A change of Manufacturer or product previously approved will be considered and handled as a Change in the Work.
- c. 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.

I.5.6 Acceptance of Substitutions:

- a. Substitutions will be considered for any manufacturer except where only one manufacturer is listed.
- b. 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.
- c. 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:
 - 1) Include all information required by this Specification.
 - 2) State the reason for the substitution.
 - 3) Include accurate cost data if the substitute material involves a change in the Contract Sum, or if so requested by the Architect.
 - 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.
- d. The Architect shall not be obliged to justify his reason for rejecting a proposed substitution.
- e. 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.

I.6 ACCEPTANCE OF MATERIALS AND MANUFACTURERS

I.6.1 Standard Materials:

- a. Architect's acceptance applies to the Manufacturer only and shall not act to permit any deviation from other requirements of the Specifications.
- b. 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.

- c. Requests for acceptance shall be in tabular form stating Specification paragraph and material selected, except as otherwise provided.
- d. 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.

I.6.2 Special Materials

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

I.6.3 Materials Involving Supplementary Warranty or Maintenance Contract:

- a. 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:
 - 1) Name of project.
 - 2) Name of Contractor, Subcontractor or other party to whom material is furnished.
 - 3) Reference to Specification Section and Article where material is specified and other Contract Documents necessary for identification.
 - 4) Statement of acceptance of documents, conditions, and performance requirements.
 - i. Statement that documents as issued are in accordance with manufacturer's recommendations for use of specified materials, or
 - ii. 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.
 - 5) Statement that detailed installation instructions will be provided.
 - 6) Extent of job site technical services, consultants or instructors proposed, if any.
 - 7) Statement that warranty will be provided.
 - 8) Special provisions required to keep warranty in force.
- b. 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.



- c. 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.
- d. 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.

I.7 AIR POLLUTION CONTROL

- I.7.1 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.
- I.7.2 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.

I.8 INSPECTION AND TESTING

- I.8.1 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.
- I.8.2 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.
- I.8.3 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



I 700 PROJECT CLOSEOUT

I.1 DESCRIPTION OF REQUIREMENTS

I.1.1 DEFINITIONS: Project closeout is the term used to describe certain collective project requirements, indicating completion of the Work that are to be fulfilled 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.

- a. Specific requirements for individual units of work are included in the appropriate sections in Divisions 2 through 42.

I.2 PREREQUISITES FOR SUBSTANTIAL COMPLETION

I.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.

- a. 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.
- b. Include supporting documentation for completion as indicated in these contract documents.
- c. Advise Construction Manager of pending insurance change-over requirements.
- d. Submit special warranties, workmanship/maintenance bonds, maintenance agreements, final certifications, and similar documents.
- e. 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.
- f. Submit record drawings, maintenance manuals, final project photographs, damage or settlement survey, property survey, and similar final record information.
- g. Deliver tools, spare parts, extra stocks of material and similar physical items to Construction Manager.
- h. 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.
- i. 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.
- j. Complete final cleaning up requirements, including touch-up painting of marred surfaces.
- k. Touch-up and otherwise repair and restore marred exposed finishes.
- l. Submit a statement showing an accounting of change-over requirements.

I.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.

- a. 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



- b. that the Work has been substantially completed.
Results of the completed inspection will form the initial "punchlist" for final acceptance.

I.3 PREREQUISITES FOR FINAL ACCEPTANCE

I.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.

- a. 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.
- b. Submit an updated final statement, accounting for final additional changes to the Contract Sum.
- c. 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.
- d. Submit consent of surety.
- e. Submit a final liquidated damages settlement statement, acceptable to the Owner where applicable.
- f. Submit evidence of final, continuing insurance coverage complying with insurance requirements.

I.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.

- a. 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.
- b. If necessary, the reinspection procedure will be repeated.

I.4 RECORD DOCUMENT SUBMITTALS

I.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.

- a. 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.

I.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.

- a. Mark record sets with red erasable pencil and, where feasible, use other colors to distinguish between variations in separate categories of work.
- b. 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.
- c. Note related change order numbers where applicable.
- d. 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.
- e. At the completion of the Trade Contractor's work, submit record sets of drawings to the Construction Manager showing all record drawing conditions.

I.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.

- a. Upon completion of the Work, submit record specifications to the Construction Manager for the Owner's records.

I.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.

- a. Upon completion of mark up, submit complete sets of record product data to the Construction Manager for the Owner's records.

I.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.

I.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.

- a. Include the following types of information in operation and maintenance manuals:
 - Emergency instructions.



- Spare parts listing.
- Copies of warranties.
- Wiring diagrams.
- Recommended "turn around" cycles.
- Inspection procedures.
- Shop drawings and product data.

2.1 EXECUTION

2.2 CLOSEOUT PROCEDURES

2.2.1 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.

- a. As part of this instruction provide a detailed review of the following items:
 - Maintenance manuals.
 - Record documents.
 - Spare parts and materials.
 - Tools.
 - Lubricants.
 - Fuels.
 - Identification systems.
 - Control sequences.
 - Hazards.
 - Cleaning.
 - Warranties, bonds, maintenance agreements and similar continuing commitments.
- b. As part of this instruction for operating equipment demonstrate the following procedures:
 - Start-up.
 - Shut down.

END OF SECTION



01740 WARRANTIES

PART I - GENERAL

I.1 SUMMARY

- I.1.1 Specified Herein: Warranties and continuing services required to be provided by manufacturers of materials and systems where required for proper performance.
- I.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.

I.2 SUBMITTALS

- I.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.
- I.2.2 Required types of warranties and additional services are scheduled and listed in the Trade Sections.
- I.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.
- I.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.
- I.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:
 - a. 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.
 - b. Subcontractor's warranty that all workmanship complies with the requirements of the Specifications and of the manufacturer.
 - c. 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.
 - d. Certification and verification of previously submitted information including statement of all limitations, required maintenance and similar conditions of the warranty.



I.3 STANDARD WARRANTIES

- I.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.
- I.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.
- I.3.3 Unless otherwise specified, a standard warranty shall be for a period on one (1) year from Date of Substantial Completion.
- I.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.
- I.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.
- I.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.

I.4 SPECIAL WARRANTIES

- I.4.1 A special warranty is one whose terms, in addition to the standard coverage offered by the manufacturer, contain other special provisions, including:
 - a. Acknowledgment of specified list of items, which shall be specifically noted as being covered by the warranty.
 - b. Acknowledgment of specific conditions for use or exposure.
 - c. Extension of warranty to waive standard exceptions or to extend limits including time.
 - d. Requirements for specific performance by other trades including method of separation and protection from, or assurance of compatibility with, adjacent materials.
 - e. Assemblies and systems, which may include products of other manufacturers.
 - f. 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.



- g. Conditions where manufacturer's continuing involvement such as maintenance or advisory service is required.

I.4.2 Maintenance Service During Warranty Period:

- a. 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.
- b. 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.

I.5 SERVICE CONTRACTS

I.5.1 Required types of Service Contract Proposals are scheduled under Schedule or Required Submittals and are listed in the Trade Sections.

I.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.

I.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.

I.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.

I.5.5 The contractor shall:

- a. Prior to submittal of manufacturer or subcontractor for approval, verify that specified service is available and will be offered.
- b. Secure from the manufacturer or subcontractor a bona fide proposal to perform the specified services.
- c. When so directed, assist the Architect in obtaining proposals for the performance of the specified services by other competent parties.

I.6 ADVISORY AND INSPECTION SERVICE

I.6.1 Advisory and Inspection Service consists of:

- a. Periodic inspection on a regular scheduled basis. Include schedule of proposed inspections of the agreement.
- b. 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:

- 1) Obtain or submit price quotations for recommended work.
- 2) When so instructed by the Owner, make all necessary arrangements for the performance of the Work.

I.6.2 Parts and Materials Agreement:

- a. 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.
- b. 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.

I.7 MAINTENANCE SERVICE

- I.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.
- I.7.2 Proposals shall schedule proposed times for servicing and list the services to be performed.
- I.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.
- I.7.4 Repairs:
 - a. Permanent repairs shall be started within seven (7) days after notification by the Owner.
 - b. 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.
- I.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.
- I.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:

- a. Repairs or replacement required as a result of negligence, abuse, or other actions contrary to the Equipment Contractor's operating instructions.
- b. Improvement or additional equipment required by the Owner, Insurance Companies, or Governmental Authorities.
- c. 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.

1.7.7 Additional requirements for specific maintenance contracts are specified in the various Trade Sections.

1.8 EMERGENCY CALL-BACK SERVICE

1.8.1 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.

1.8.2 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.

1.8.3 Agreement shall remain in effect for the lifetime of all Warranties, Service Contracts and for such longer time as may be specified or agreed.

1.8.4 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.

1.9 CERTIFICATION

1.9.1 Product Certification: See Division I, Section titled "Material and Equipment".

1.9.2 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.

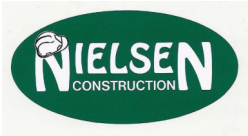
1.9.3 A product certification where specified as a requirement shall be in a form similar to the following:

"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).



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



017419 CONSTRUCTION WASTE MANAGEMENT

I.1 RELATED DOCUMENTS

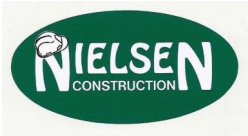
- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division I Specification Sections, apply to this Section.

I.2 SUMMARY

- A. This Section includes administrative and procedural requirements for the following:
 - 2. Disposing of non-hazardous demolition and construction waste.
- B. Related Sections include the following:
 - 2. Division I Section "Summary of Multiple Contracts" for coordination of responsibilities for waste management.
 - 2. Division I Section "Temporary Facilities and Controls" for environmental-protection measures during construction, and location of waste containers at Project site.
 - 2. Division 02 Section "Selective Structure Demolition" for disposition of waste resulting from partial demolition of buildings, structures, and site improvements.
 - 2. Division 04 Section "Unit Masonry" for disposal requirements for masonry waste.
 - 2. Division 04 Section "Stone Masonry" for disposal requirements for excess stone and stone waste.
 - 2. Division 31 Section "Site Clearing" for disposition of waste resulting from site clearing and removal of above- and below-grade improvements.

I.3 DEFINITIONS

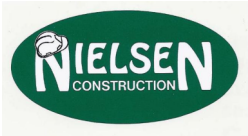
- A. **Construction Waste:** Building and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.
- B. **Demolition Waste:** Building and site improvement materials resulting from demolition or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



- C. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.
- D. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.
- E. Salvage: Recovery of demolition or construction waste and subsequent sale or reuse in another facility.
- F. Salvage and Reuse: Recovery of demolition or construction waste and subsequent incorporation into the Work.

I.4 PERFORMANCE GOALS

- A. General: Achieve end-of-Project rates for salvage/recycling of 75 percent by weight of total non-hazardous solid waste generated by the Work. Practice efficient waste management in the use of materials in the course of the Work. Use all reasonable means to divert construction and demolition waste from landfills and incinerators. Facilitate recycling and salvage of materials
 - 2. Construction Waste:
 - a. Masonry and CMU.
 - b. Lumber.
 - c. Wood sheet materials.
 - d. Wood trim.
 - e. Metals.
 - f. Roofing.
 - g. Insulation.
 - h. Carpet and pad.
 - i. Gypsum board.
 - j. Piping.
 - k. Electrical conduit.
 - l. Packaging: Regardless of salvage/recycle goal indicated above, salvage or recycle 100 percent of the following uncontaminated packaging materials:
 - 1) Paper.
 - 2) Cardboard.
 - 3) Boxes.
 - 4) Plastic sheet and film.
 - 5) Polystyrene packaging.
 - 6) Wood crates.
 - 7) Plastic pails.



I.5 SUBMITTALS

- A. Comply with Section 017419.1 Waste Management Project Specific Plan or submit an equally comprehensive Waste Management Plan.

I.6 WASTE MANAGEMENT PLAN

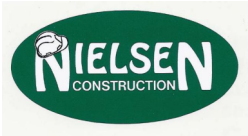
- A. General: Comply with Section 017419.1 Waste Management Project Specific Plan in the following section, or submit an equally comprehensive Waste Management Plan.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

I.1 PLAN IMPLEMENTATION

- A. General: Implement waste management plan as approved by Construction Manager. Provide handling, containers, storage, signage, transportation, and other items as required to implement waste management plan during the entire duration of the Contract.
 - 2. Comply with Division I Section "Temporary Facilities and Controls" for operation, termination, and removal requirements.
- B. Waste Management Coordinator: Engage a waste management coordinator to be responsible for implementing, monitoring, and reporting status of waste management work plan.
- C. Training: Train workers, subcontractors, and suppliers on proper waste management procedures, as appropriate for the Work occurring at Project site.
 - 2. Distribute waste management plan to everyone concerned within three days of submittal return.
 - 2. Distribute waste management plan to entities when they first begin work on-site. Review plan procedures and locations established for salvage, recycling, and disposal.
- D. Site Access and Temporary Controls: Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
 - 2. Designate and label specific areas on Project site necessary for separating materials that are to be salvaged, recycled, reused, donated, and sold.



2. Comply with Division I Section "Temporary Facilities and Controls" for controlling dust and dirt, environmental protection, and noise control.

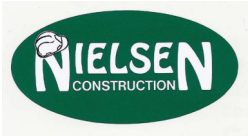
I.2 SALVAGING DEMOLITION WASTE (not used)

I.3 RECYCLING DEMOLITION AND CONSTRUCTION WASTE, GENERAL

- A. General: Recycle paper and beverage containers used by on-site workers.
- B. Preparation of Waste: Prepare and maintain recyclable waste materials according to recycling or reuse facility requirements. Maintain materials free of dirt, adhesives, solvents, petroleum contamination, and other substances deleterious to the recycling process.
- C. Procedures: Separate recyclable waste from other waste materials, trash, and debris. Separate recyclable waste by type at Project site to the maximum extent practical.
 2. Provide appropriately marked containers or bins for controlling recyclable waste until they are removed from Project site. Include list of acceptable and unacceptable materials at each container and bin.
 - a. Inspect containers and bins for contamination and remove contaminated materials if found.
 2. Stockpile processed materials on-site without intermixing with other materials. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
 2. Stockpile materials away from construction area. Do not store within drip line of remaining trees.
 2. Store components off the ground and protect from the weather.
 2. Remove recyclable waste off Owner's property and transport to recycling receiver or processor.

I.4 RECYCLING CONSTRUCTION WASTE

- A. Packaging:
 2. Cardboard and Boxes: Break down packaging into flat sheets. Bundle and store in a dry location.
 2. Polystyrene Packaging: Separate and bag materials.
 2. Pallets: As much as possible, require deliveries using pallets to remove pallets from Project site. For pallets that remain on-site, break down pallets into component wood pieces and comply with requirements for recycling wood.



2. Crates: Break down crates into component wood pieces and comply with requirements for recycling wood.
- B. Wood Materials:
2. Clean Cut-Offs of Lumber: Grind or chip into small pieces.
 2. Clean Sawdust: Bag sawdust that does not contain painted or treated wood.
- C. Gypsum Board: Stack large clean pieces on wood pallets and store in a dry location.
2. Clean Gypsum Board: Grind scraps of clean gypsum board using small mobile chipper or hammer mill. Screen out paper after grinding.

I.5 DISPOSAL OF WASTE

- A. General: Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.
2. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Burning: Do not burn waste materials.
- C. Disposal: Transport waste materials off Owner's property and legally dispose of them.

END OF SECTION



Heavy Duty Outdoor Fixed Post Backstops

by **DRAPER**

Specifications—Heavy Duty Outdoor Fixed Post Backstops

Product Description

_____ Heavy duty outdoor fixed post backstops shall be [506995 with single acrylic backboard] [506996 back-to-back with two acrylic backboards] [506997 with single steel backboard] [506998 back-to-back with two steel backboards] by Draper, Inc., Spiceland, IN.

Vertical pole shall be 6" square $\frac{3}{16}$ " wall steel tubing and allow for burying 48" in concrete. Pole shall have a welded watertight steel cap to seal out moisture.

Main 45 degree extension arm tube shall be 6" square $\frac{3}{16}$ " wall steel tubing and provide for a 66" extension from front of pole to face of backboard. Arm shall be designed to allow backboard to be mounted at four places top and bottom to eliminate rust streaks from forming on face of board. Structures designed to bolt through face of backboard are not considered equal.

The backboard mounting plate on the pole shall be $\frac{1}{4}$ " thick and extend the full height of the backboard. A 4" square, $\frac{1}{8}$ " wall secondary arm tube shall further support the backboard mounting plate.

Arm shall be attached to the pole by means of two $\frac{1}{2}$ " thick steel plates sandwiched around the 6" pole. One plate shall be welded to the arm, the other used as a crimp plate on the backside of the pole. Six $\frac{5}{8}$ " high strength bolts shall pass through the two plates and when tightened shall bolt the arm at the desired height.

All steel pole components shall be welded using maximum penetration, continuous weld, MIG procedure. Pole components shall have a polyester powder coated black finish.

Clear acrylic backboards shall be 42" x 72" rectangular $\frac{1}{2}$ " thick clear acrylic framed in a competition grade anodized aluminum framework with bright white 2" border and official size shooter's square screen-printed on backside to eliminate wear. Acrylic backboards supplied with breakaway rims of a flexible type so as to absorb the stress of player contact. Spring action shall be provided by a heavy duty compression wire spring. A steel coverplate must enclose entire internal mechanism.

Rectangular steel backboards shall be 42" x 72" rectangular steel with white finish and orange 2" border and official size shooter's square. Super playground rims shall be provided with steel backboards. All structural components shall be built of no less than $\frac{3}{16}$ " steel. Rim shall be of institutional quality with an official $\frac{5}{8}$ " diameter high strength steel ring supported by a $\frac{3}{16}$ " brace supporting 60% of the ring. Rim shall be punched to mount either a 3" x 4" or 5" x 5" hole pattern. Orange powder coat finish.

Rim and backboard shall be attached to the pole by passing four high strength steel bolts through the rim, backboard, and pole so that weight suspended from the rim is transferred directly to the pole structure. The backboard shall also be mounted to the pole at four places along the top and bottom, eliminating common rust streaks found on units where backboard is bolted through face.

Pole, backboard, and standard rim shall carry a Lifetime Unconditional Warranty. Entire system weight shall be approximately 470 lbs.

- 506995**—single acrylic backboard with breakaway goal.
- 506996**—back-to-back acrylic backboards with breakaway goals.
- 506997**—single steel backboard with super playground goal.
- 506998**—back-to-back steel backboards with super playground goals.

DRAPER[®]

411 S. Pearl St., Spiceland, IN 47385 USA ■ 765-987-7999
www.draperinc.com ■ fax 765-987-7142

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Optional Post Padding

506982 heavy duty 6" square premium pole pad for outdoor posts. Foam pad, 2" thick, with sewn vinyl cover. All-weather. Velcro® wrap around.

Outdoor Backboard Edge Padding

506986 72" padding of molded urethane construction. Padding secures to backboard with self-drilling screws. Fits most 72" backboards.

Please Mark Appropriate Selections

Select Heavy Duty Post Set

- | | |
|--|-----------------|
| <input checked="" type="checkbox"/> 506995 (single acrylic backboard) | How Many? _____ |
| <input checked="" type="checkbox"/> 506996 (back-to-back acrylic backboards) | How Many? _____ |
| <input type="checkbox"/> 506997 (single steel backboard) | How Many? _____ |
| <input type="checkbox"/> 506998 (back-to-back steel backboards) | How Many? _____ |

Select Optional Post Pad

- | | |
|--|-----------------|
| <input type="checkbox"/> 506982 Heavy Duty Square Post Pad | How Many? _____ |
|--|-----------------|

Select Optional Backboard Edge Pad

- | | |
|--|-----------------|
| <input type="checkbox"/> 506986 Backboard Edge Padding—72" | How Many? _____ |
|--|-----------------|

PROJECT: _____

ARCHITECT: _____

CONTRACTOR: _____

SUPPLIER: _____

DATE: _____ REVISED: _____

Installation Instructions

Heavy Duty Outdoor Basketball Backstop by Draper

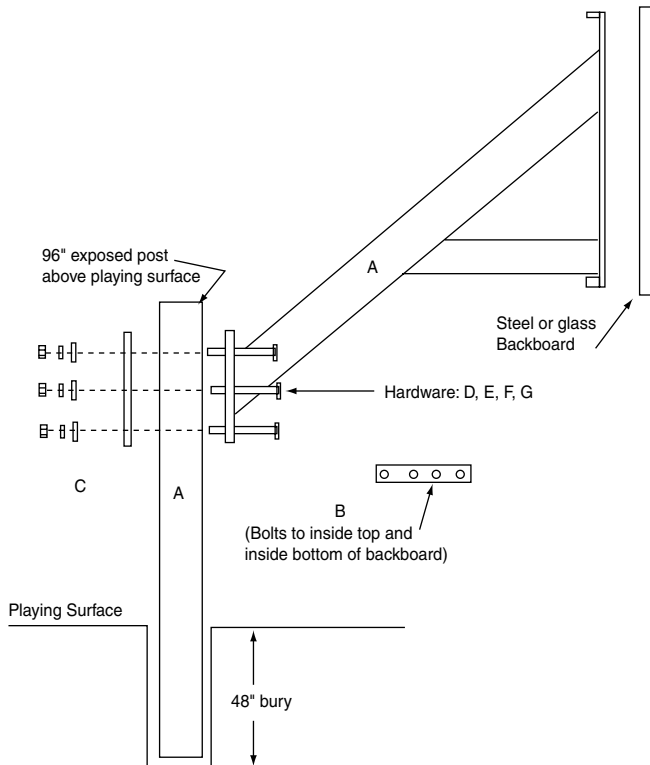
Caution

- ① Immediately unpack all components and cross check against bill of materials.
- ② The extension arm will not balance by itself, serious injury may occur if arm is allowed to fall.
- ③ Allow 48 hours of drying time for concrete before completing installation. It is advisable to wait up to two weeks to allow the anchor footing to fully cure before aggressive play.
- ④ Follow instructions carefully.

Bill of Materials

A (1) Vertical Post	H (2) Backboard Frame Support
B (1) 45 Degree Extension Arm	I (8) $\frac{3}{8}$ " x $1\frac{1}{4}$ " Hex Bolt
C (1) Mounting Plate	J (8) $\frac{3}{8}$ " Flatwasher
D (6) $\frac{5}{8}$ " x 8" Hex Bolt	K (8) $\frac{3}{8}$ " Lockwasher
E (6) $\frac{5}{8}$ " Hex Nut	L (8) $\frac{3}{8}$ " Hex Nut
F (6) $\frac{5}{8}$ " Flatwasher	M (2) $\frac{3}{8}$ " x $2\frac{1}{2}$ " Hex Bolt
G (6) $\frac{5}{8}$ " Lockwasher	

NOTE: Immediately unpack all components and cross check against bill of materials.



- ① Position the hole taking into consideration that the backboard will be approximately 66" from the front of the vertical post.
- ② Dig a hole 18" in diameter and 48" deep.
- ③ Install post in wet concrete with capped end up. Be sure that at least 96" of post extends above the playing surface to insure adjustment to 10'. Make sure post is installed straight and plumb, brace if necessary while cement cures.
- ④ After allowing 48 hours drying time for the concrete, mount the 45 degree extension arm as shown. Arm can be mounted loosely at ground level and

slid up the pole or mounted at correct height depending on lifting equipment available. Use hardware D, E, F and G.

Caution: The extension arm will not balance by itself, serious injury may occur if arm is allowed to fall. Making sure to keep the rim holes in the backboard in line with the rim holes in the extension arm faceplate, use a $\frac{3}{8}$ " drill bit to drill two attachment holes through the backboard at points N & O shown in Fig. C (if necessary).

- ⑤ Loosely attach both backboard frame supports (part H) to the inside top and bottom of your backboard using the $\frac{3}{8}$ " hex bolts, etc. as shown in figure A. Note: for this step only attach the backboard frame supports using the two outermost holes. Do not bolt the support at the center two holes. ATTENTION: If your backboard is tempered glass or acrylic check to make sure all four steel grommets are located in the rim holes, if any are missing check in the box. If grommets are missing and cannot be located DO NOT proceed with assembly, call Draper immediately. Additionally, if your backboard is acrylic you will find two black rubber gaskets packaged in with your backboard. Disregard these gaskets, you will not need them.
 - ⑥ Lift and slide backboard onto extension arm aligning the attachment holes at the top and bottom of extension arm with the holes in the backboard frame.
 - ⑦ Bolt backboard to extension arm at all points along the top and bottom using the remaining $\frac{3}{8}$ " x $1\frac{1}{4}$ " hex bolts, etc. Make sure rim hole pattern in the extension arm faceplate lines up with the rim hole pattern in the backboard, then tighten all $\frac{3}{8}$ " hardware.
 - ⑧ Attach rim using the hardware provided in the rim box. Level rim with backboard, tighten rim hardware and attach net. Check over entire unit and make sure all hardware has been tightened.
- Tip: If you are setting the unit at 10', the bottom of the 45 degree extension arm will be bolted 75½" up the vertical post.

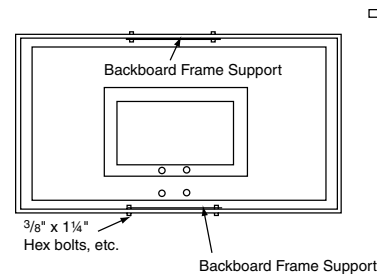


Figure A

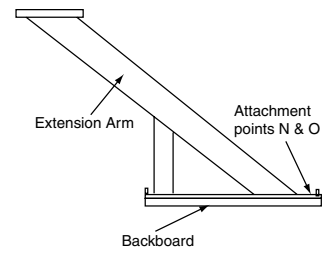


Figure B

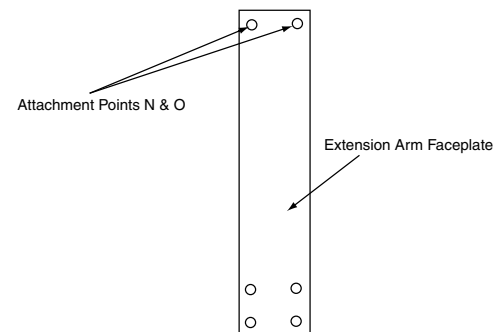
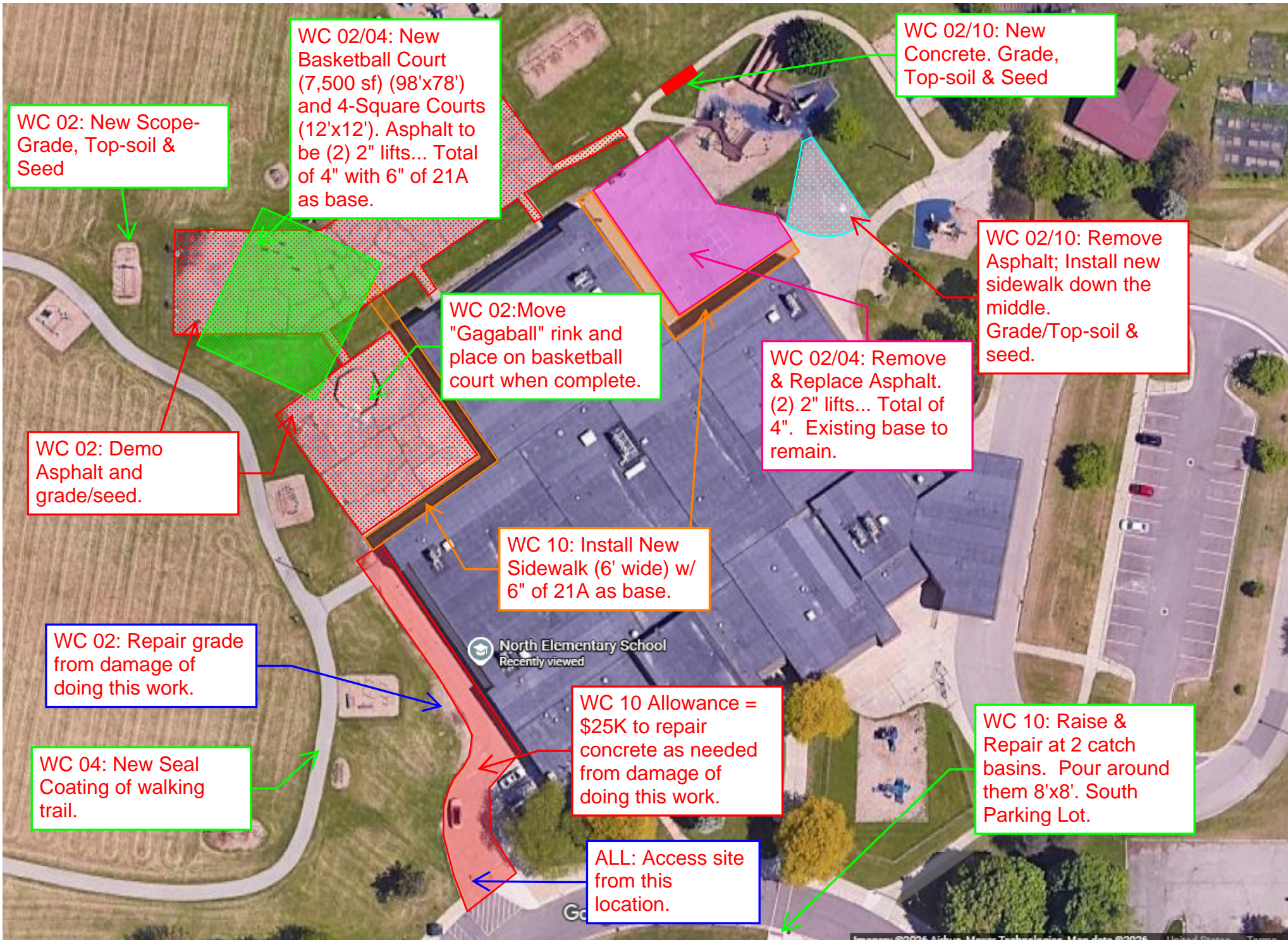


Figure C

DRAPER



WC 02: New Scope-Grade, Top-soil & Seed

WC 02/04: New Basketball Court (7,500 sf) (98'x78') and 4-Square Courts (12'x12'). Asphalt to be (2) 2" lifts... Total of 4" with 6" of 21A as base.

WC 02/10: New Concrete. Grade, Top-soil & Seed

WC 02/10: Remove Asphalt; Install new sidewalk down the middle. Grade/Top-soil & seed.

WC 02: Move "Gagaball" rink and place on basketball court when complete.

WC 02/04: Remove & Replace Asphalt. (2) 2" lifts... Total of 4". Existing base to remain.

WC 02: Demo Asphalt and grade/seed.

WC 10: Install New Sidewalk (6' wide) w/ 6" of 21A as base.

WC 02: Repair grade from damage of doing this work.

WC 10 Allowance = \$25K to repair concrete as needed from damage of doing this work.

WC 04: New Seal Coating of walking trail.

WC 10: Raise & Repair at 2 catch basins. Pour around them 8'x8'. South Parking Lot.

ALL: Access site from this location.



PROFESSIONAL TRAFFIC STRIPING PAINT

DESCRIPTION AND USES

Rust-Oleum® Professional Traffic Striping Paint is a single-component, water based acrylic coating. Dries fast (in 30 minutes), and can accept traffic after 8 hours. Use for large striping jobs on interior or exterior concrete or asphalt surfaces such as large commercial parking lots, curbs, or aisles.

PRODUCTS

SKU	DESCRIPTION (Flat 1-Gallon)
2526402	Blue
2548402	Yellow
2593402	White

PRODUCT APPLICATION

SURFACE PREPARATION

ALL SURFACES: Remove all dirt, grease, oil, salt and chemical contaminants by washing the surface with a detergent or other suitable cleaner. Rinse thoroughly with fresh water and allow to fully dry.

WARNING! If you scrape, sand, or remove old paint, you may release lead dust. LEAD IS TOXIC. EXPOSURE TO LEAD DUST CAN CAUSE SERIOUS ILLNESS SUCH AS BRAIN DAMAGE, ESPECIALLY IN CHILDREN. PREGNANT WOMEN SHOULD ALSO AVOID EXPOSURE. Wear a NIOSH-approved respirator to control lead exposure. Clean up carefully with a HEPA vacuum and a wet mop. Before you start, find out how to protect yourself and your family by contacting the National Lead Information Hotline at 1-800-424-LEAD or log on to www.epa.gov/lead.

PRODUCT APPLICATION (cont.)

APPLICATION

Apply only when the air and surface temperatures are between 50-90°F (10-32°C) and the relative humidity is below 85%. The surface temperature should be at least 5°F (3°C) above the dew point. Protect from rain for 24 hours.

EQUIPMENT RECOMMENDATIONS

BRUSH: For quick touch-ups and small areas such as parking curbs.

ROLLER: Use a good quality, ¾ inch nap roller the appropriate width for the stripe required.

STRIPING MACHINE: Apply by bulk striping machine. The Rust-Oleum Striping Machine (product #2395000) is not compatible.

THINNING

Thinning is not recommended. If necessary to ease brushing or rolling, up to 5% water may be added.

CLEAN-UP

Soap and water.

	TECHNICAL DATA	PRO-07
	PROFESSIONAL TRAFFIC STRIPING PAINT	

PHYSICAL PROPERTIES

		TRAFFIC STRIPING PAINT
Resin Type		Acrylic
Pigment Type		Varies with color
Solvents		Methanol, Water
Weight	Per Gallon	12.4-12.7 lbs.
	Per Liter	1.49-1.52 kg
Solids	By Weight	67.7-69.1%
	By Volume	50.6-51.6%
Volatile Organic Compounds		<100 g/l (0.83 lbs./gal.)
Theoretical Coverage at 1 mil DFT (25µ)		675-690 sq. ft./gal. (16.6-17.0 m ² /l)
Practical Coverage at Recommended DFT (assumes 15% material loss)		4 inch stripe (10.2 cm) – 460 linear ft./gal. (37.1 m/l) (coverage is dependent on surface porosity)
Dry Times at 70-80°F (21-27°C) and 50% Relative Humidity	Touch	30 minutes
	Recoat	After 4 hours
	Traffic	After 8 hours
Shelf Life		5 years (protect from freezing)
Flash Point		>200°F (93°C)
Safety Information		For additional information, see SDS

Calculated values are shown and may vary from the actual manufactured material.

The technical data and suggestions for use contained herein are correct to the best of our knowledge, and offered in good faith. The statements of this literature do not constitute a warranty, express, or implied, as to the performance of these products. As conditions and use of our materials are beyond our control, we can guarantee these products only to conform to our standards of quality, and our liability, if any, will be limited to replacement of defective materials. All technical information is subject to change without notice.