

GENERAL SPECIFICATIONS

of material and labor required in the construction and completion of miscellaneous renovations entitled:

BRIGHTON AREA SCHOOLS 2019 BOND – PHASE 6 PROJECTS:

- **B.E.C.C. BUILDING**
 - o **EAST WING CLASSROOM RENOVATIONS**
 - o **EXTERIOR WINDOWS REPLACEMENT**
 - o **1ST FLOOR UNIT VENTILATOR/AC UPGRADES**
 - o **FIRE ALARM PANEL & DEVICE REPLACEMENT**
- **HILTON ELEMENTARY**
 - o **BATHROOM RENOVATIONS**
- **BRIGHTON HIGH SCHOOL**
 - o **SCIENCE RM RENOVATIONS**

for: Brighton Area Schools
Brighton, Michigan

in accordance with the
accompanying drawings and
specifications prepared by:

CONSTRUCTION DOCUMENTS

Cover Sheet	
Index	X-1
Advertisement for Bids	AB-1
Instructions to Bidders	IB-1
Request For Proposals (RFP)-BECC Building Fire Alarm Panel	1 thru 18

DIVISION 01 – GENERAL REQUIREMENTS

Section 01A – General Requirements	1A-1 thru 1A-6
Section 01B – Special Conditions	1B-1 thru 1B-6

DIVISION 02 – SITE WORK

Section 02L – Removal and Demolition	2L-1 thru 2L-3
--------------------------------------	----------------

DIVISION 03 – CONCRETE (NOT USED)**DIVISION 04 – MASONRY (NOT USED)****DIVISION 05 – METALS: STRUCTURAL AND MISCELLANEOUS (NOT USED)****DIVISION 06 – CARPENTRY (NOT USED)****DIVISION 07 – THERMAL AND MOISTURE PROTECTION (NOT USED)****DIVISION 08 – HARDWARE, DOORS, AND GLASS (NOT USED)****DIVISION 09 – FINISHES (NOT USED)****DIVISION 10 – SPECIALTIES (NOT USED)****DIVISION 11 – EQUIPMENT (NOT USED)****DIVISION 12 (NOT USED)****DIVISION 13 (NOT USED)****DIVISION 14 – (NOT USED)****DIVISION 15 – (REFER TO MEP SPECIFICATION DRAWING SHEETS)****DIVISION 16 – (REFER TO MEP SPECIFICATION DRAWING SHEETS)**

ADVERTISEMENT FOR BIDS

Brighton Area Schools will receive sealed proposals for general contractor services for:

BRIGHTON AREA SCHOOLS 2019 BOND – PHASE 6 PROJECTS:

- *B.E.C.C. BUILDING*
 - *EAST WING CLASSROOM RENOVATIONS*
 - *EXTERIOR WINDOWS REPLACEMENT*
 - *1ST FLOOR UNIT VENTILATOR/AC UPGRADES*
 - *FIRE ALARM PANEL & DEVICE REPLACEMENT*
- *HILTON ELEMENTARY*
 - *BATHROOM RENOVATIONS*
- *BRIGHTON HIGH SCHOOL*
 - *SCIENCE RM RENOVATIONS*

Proposals will be received for General Contract - All Trades. All proposals shall be addressed to:

Brighton Area Schools
c/o David Jones
125 S. Church Street
Brighton, Michigan 48116
Telephone: (810) 299-4031

Plans and specifications may be requested from the offices of the Architects via email at:

djm@lindhout.com

D. Jason McIntyre – project architect
Lindhout Associates architects aia pc
10465 Citation Drive, Brighton, MI 48116
810-227-5668

Each proposal must be submitted on forms furnished within the Brighton Area Schools “Request for Proposals (RFP) – BECC Building Renovations” and must be completed in full. Each proposal shall be sealed in an opaque envelope and marked with the name of the building project and the name of the bidder.

A bid bond executed by an approved security company or certified check in the amount of at least 5% of the sum of the proposal shall be submitted with each proposal.

A contingency fund as outlined in Section 01B, Article 21S is required.

All proposals submitted shall remain firm for a period of 30 days after the official opening of bids.

Brighton Area Schools reserves the right to reject any and all proposals, in whole or in part and to waive any informalities therein.

INSTRUCTIONS TO BIDDERS

Proposals, to be entitled for consideration, must be made in accordance with the included "Request For Proposals (RFP) BECC Building – Fire Alarm Panel Renovation".

**BRIGHTON AREA SCHOOLS
CONTRACTOR SERVICES**

**REQUEST FOR PROPOSALS (“RFP”)
BECC Building Renovations
- Fire Alarm Panel Renovations**

March 15, 2024

Brighton Area Schools

**REQUEST FOR PROPOSALS FOR
CONTRACTOR SERVICES
PART 1 – GENERAL INSTRUCTIONS**

A. Instructions

Qualified firms are invited to submit proposals to Brighton Area Schools (the “District”) for the BECC Building-Fire Alarm Panel Renovations (the “Project”). The Project will take place at the location(s) below:

125 S. Church St, Brighton, MI 48116

The Project consists of removing/replacing the existing fire alarm panel and associated alarm system devices as noted within the “EF” drawing sheets.

For the purpose of this RFP, the terms “proposal” and “bid” shall be treated as one and the same.

The District reserves the right to reject any or all proposals and to make any award that it considers to be in the best interest of the District.

B. Proposal Submission

To be considered by the District, seven (7) copies of the complete proposal must be received no later than 12:00 p.m., April 10, 2024. Proposals should be addressed to:

Brighton Area Schools
c/o David Jones
125 S. Church Street
Brighton, Michigan 48116
Telephone: (810) 299-4031

The lower left corner of the submittal envelope should be marked: PROPOSAL FOR CONTRACTOR SERVICES.

Pursuant to Michigan law, MCL 380.1267, proposals must include security (cashier’s check or bond) in an amount not less than 1/20 (5%) 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 District’s Board of Education. Any firm(s) not awarded will be refunded this security if submitted in the form of a cashier’s check.

Submitted proposals become the property of the District and will not be returned.

C. Late Proposals

Any proposal received by the District after the time specified above will not be considered. The party submitting a proposal shall bear full and total responsibility for ensuring timely receipt of that proposal.

D. Withdrawal of Proposals

Proposals may be withdrawn by written notice received at any time prior to the submission deadline. Proposals may be withdrawn in person, provided that the firm's representative signs a receipt for the proposal prior to the submission deadline.

E. Questions Concerning this RFP

Inquiries may be made to David Jones, Assistant Superintendent for Finance, at the address and telephone number above. Information about the District is available during business hours (8:00 a.m. to 4:30 p.m.).

F. Economy of Preparation

Proposals should be prepared simply, providing a concise description of the firm's ability to meet the requirements of this RFP. Please limit your proposal to the information requested in Part 3 - Proposal Details and Part 4 - Proposal Summary. Part 4 - Proposal Summary, must be signed by the person responsible for the decision as to services and costs being offered.

G. Site Visit

Bidders are required to attend a project review walkthrough April 2nd at 2:30pm at the BECC Building (125 Church Street, Brighton, MI 48116) to personally inspect the site before bid submission to become familiar with the space. Bidders should arrive at the main entry for formal check-in. The District will not accept proposals from bidders who fail to inspect the facility.

H. Prime Responsibilities

The firm selected will be required to assume responsibility for all services offered in the proposal, regardless of who actually provides such services and whether the selected firm utilizes separate consultants. The selected firm shall be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

A general scope of services is described below in this Part 1 under Section M.

I. Proposal Preparation Costs

All costs incurred for proposal preparation presentation, or contract negotiation are the responsibility of the firm. The District will not be responsible for, and will not pay, the cost for any information solicited or received.

J. Acceptance of Proposal Contents

The contents of the proposal of the selected firm will become contractual obligations when a contract is issued, except with regard to particular contents that are rejected by the District. Failure of the successful firm to abide by such obligations will result in cancellation of the award.

K. Proposed Project Schedule

The bid is expected to be awarded after the April 22nd, 2024 Brighton Area School Board meeting. The selected bidder is expected to begin work early June after State reviews are complete, summer break has started, and other renovations within the building have begun. At the time of signing the selected bidder shall furnish a construction schedule. The District and all bidders recognize that this schedule is subject to change. Refer to specifications section 01B-Special Conditions for additional scheduling and sequencing information.

L. Collusive Bidding and Relationship Disclosure

The Proposer certifies that their Proposal is made without any previous understanding, agreement or connection with any person, firm, or company making a Proposal for the same project and is in all respects fair and without outside control, collusion, fraud, or other illegal action.

The Proposer shall submit a Familial Relationship Disclosure in substantially the form attached hereto as Attachment “B”.

The Proposer shall submit an Iran Economic Sanctions Act Certification in substantially the form attached hereto as Attachment “C”.

M. Scope of Services

It is assumed that any proposal submitted will include, but shall not necessarily be limited to, the performance of all of the activities listed below. The District will consider alternate proposals; however, the proposal must clearly indicate any activities that have been deleted and/or added from the requested scope of services.

1. Construction Phase Services

- a. Prepare for and commence construction, construction draw, and occupancy schedules. Apply for and/or pull necessary permits.
- b. Propose change order requests, subject to District approvals.
- c. Review shop drawings and expedite the review process.
- d. Review payment and cost control procedures, including the following:
 - i. Subcontractors’ Schedule of Values, if applicable
 - ii. Subcontractors’ Payment Application and Certification, if applicable
 - iii. Subcontractors’ Sworn Statements and Waivers of Lien, if applicable
 - iv. Purchase Order and disbursement Summaries
 - v. Change Order Listings
 - vi. Budget Cost Summary Reports
- e. Participate in progress meetings and provide progress reports of same.

- i. As needed, meet with the District's Project Representative to discuss any activities which may affect operations.
 - ii. Weekly meeting with District representative and trade contractors.
 - iii. Monthly meetings for planning, coordination, and payments with District administrators which will include status reports on the Project, budget, change orders, and allowances for reimbursable expenses.
- f. Prepare as-built drawings and record and review operating and maintenance manuals, warranties, guarantees, and Project directories.
- g. Ensure that all construction is completed as specified by the construction documents and meets all codes and regulations of agencies having jurisdiction.
- h. Provide review and coordinate Project commissioning.
- i. Prepare and complete punch lists, coordinate final inspections, and recommend District acceptance and occupancy.

2. Post-construction Phase Services

- a. Assist in conducting training sessions for appropriate employees regarding the operation and maintenance of technical equipment. Videotape a training session for the District's future use.
- b. Provide staff readily available during three-month adjustment period as staff and students become accustomed to new surroundings.
- c. Provide follow-up for the duration of the longest warranty period covered by the Project.

N. Insurance Coverage

Before beginning work, the selected firm will be required to provide a copy of insurance certificates to The District for the required insurance types and amounts as listed in the project's specifications, Division 01A "General Requirements", Article 16 "Insurance". Refer to performance bond, payment bond, and other miscellaneous requirements provided in Article 16 as well.

O. Payment of Fees

The District will make payments to the Contractor in accordance with the awarded bid. Payments may be subject to 10% retainage. Professional fees and reimbursable expenses shall be itemized on the same invoice so that the District may issue one monthly check to the Contractor. The specific day of the month on which invoices are to be received and checks released will be determined during contract negotiations with the selected firm.

P. Indemnification

If the acts or omissions of the Contractor or its employees, agents or officers cause injury to District person or property, the Contractor shall defend, indemnify and save harmless the District, its agents, officials, and employees against all claims, judgments, losses, damages, demands, and payments of any kind to persons or property to the extent occasioned from any claim or demand arising therefrom, to the extent allowed by law.

Q. Bidding Documents

1. The drawings and specifications are the exclusive property of the Architect and must not be altered in any fashion. The drawings and specifications shall be destroyed at the completion of the project. Bidding Documents will be distributed electronically upon request via email at: djm@lindhout.com.
2. The instruments upon which proposals and contract for the work to based are:
 - a. General conditions of the Contract, Standard Form as issued by the American Institute of Architects, Articles 1 through 14, together with additions and modifications as stated in Division 1 of the Specifications and specifically stricken in copy of General Conditions included herein.
 - b. Specifications for Work Divisions 1 through 16, except as specifically deleted.
 - c. Architectural, Mechanical and Electrical Drawings covering the work.
 - d. Addenda as may be issued in the course of bidding.
 - e. The form of Agreement which the successful Bidder will be required to execute is AIA Document A101.

R. BASE BID SPECIFICATIONS

1. Whenever the specifications call for one specific product, material application, etc. the Contractor or sub-contractor shall bid solely on that which is named. All Base Bids shall then be consistent in such a manner as to permit the best possible evaluation of all proposals.
 - b. Should any real and definite hardship result in the foregoing "Base Bid" the Contractor shall communicate the facts to the Architect, and if warranted, and addendum will be issued to all bidders rectifying the condition.

S. BID BOND

- 01 Every person, firm or corporation submitting a proposal shall be required to furnish with such bid, a certified check or bid bond which shall be forfeited to the _Brighton Area Schools_ in case of failure of the bidder to sign a contract within fifteen days after the award of contract to him. The certified check or bond shall be in the amount of 5% of the bid amount.

T. SURETY BONDS

01 Accepted bidders will be required to furnish two surety bonds, each made out in the form consistent with that supplied by the AIA, document A312, as follows:

- a. A payment bond for the full amount of the contract running to the people of the State of Michigan Guaranteeing the payment of all subcontractors and all indebtedness incurred for labor, materials, or any cause whatsoever on account of this contractor in accordance with the laws of the State of Michigan relating to such bonds.
- b. A material and labor bond for the full amount of the contract to guarantee and insure the completion of the work according to the contract.

Brighton Area Schools

**REQUEST FOR PROPOSAL FOR
CONTRACTOR SERVICES
PART 2 – PROPOSAL REVIEW AND SELECTION PROCESS**

A. Time Frame for Contractor Selection

It is the intent of the District to select a Contractor according to the following schedule:

March 15, 2024	RFP is released.
April 2, 2:30-4:00pm.	Mandatory walkthrough review meeting with Owner & Architect at the BECC Building.
April 5, 2024, noon	Last day for RFI's & clarifications.
April 8, 2024, e.o.d.	Final addendum to be issued.
April 10, at Noon	Proposals are due.
April 10, at 1:00pm	Proposal opening (at BAS Board Room)
April 12, time t.b.d.	Select bidder interviews with the BAS District staff and Architect.
April 22, 2024	Board of Education selects a Contractor and authorizes the Superintendent to finalize a contract.
Early June, 2024	Earliest date for Contractor to begin work.

The District may modify or eliminate any of the above schedule in its sole discretion.

B. Review and Selection Process

The District reserves the right to reject any or all proposals that are determined not to be in the best interests of the District. The District will not necessarily select the lowest cost proposal.

C. Contractor Interviews

It is possible that the District will invite firms to participate in interviews with the Board of Education (and/or, if applicable, any Selection Committee) and to answer any questions that may exist about their proposal.

D. Evaluation Criteria

The District will evaluate proposals considering all of the information provided in response to this RFP, including but not necessarily limited to the following:

Adherence to RFP: To merit evaluation, submittals must conform, in both content and presentation, to the parameters established in this request.

Relevant Experience: Relevant experience of the firm with construction and renovation of K-12 public school facilities, particularly those of comparable size and complexity.

Qualifications: Qualifications and experience of the key staff to be assigned to these projects.

Timeliness: Ability of the firm to complete work tasks specified in this RFP in a timely fashion.

Responsiveness: The ability to meet quickly with District officials, contractors, etc. when necessary.

Team Compatibility: The ability of the firm to work with students, District employees, parents, community members, and governmental officials based on references and interviews.

Fee Proposal: The total fees for Contractor services, including Alternates.

E. Awarding of the Contract

All proposals received shall be subject to evaluation by Administration for the purpose of recommending a firm or firms with whom a contract will be signed. Authorization for execution of a contract will be approved by the District's Board of Education after it has had an opportunity to review the recommendations of the Administration.

The form of Contract shall be based on the modified version of AIA Document A101-2017 Edition, Edition, as modified. The bidder shall be deemed to agree with the attached document in its entirety, except and to the extent the bidder specifically objects in writing to any provision therein and attaches the objection(s) as a separate document to its response to this RFP, along with a proposed alternative.

Notwithstanding anything herein to the contrary, the District shall have the ability, in its sole discretion, to negotiate any term of the Contract. The award of a Contract shall be contingent upon the successful negotiation of same.

Brighton Area Schools

**REQUEST FOR PROPOSAL FOR
CONTRACTOR SERVICES
PART 3 – PROPOSAL DETAILS**

NAME OF FIRM: _____ YEAR ESTABLISHED: _____

ADDRESS: _____
(Street) (City/State) (Zip Code)

TELEPHONE NUMBER: _____ FAX NUMBER: _____
(Area Code) (Area Code)

A. BUSINESS ORGANIZATION

1. Individual ____ Partnership ____ Corporation ____ Other

2. Years firm has provided K-12 Contractor Services: _____

3. List Principals and officers of the firm:

4. List the various professional and support staff positions and number of personnel in each position in your firm.

<u>Professional Staff</u>	<u>Number</u>	<u>Support Staff</u>	<u>Number</u>
---------------------------	---------------	----------------------	---------------

5. Provide a brief history of your firm's experience with public school construction, if any.

6. List subcontractors or consultants outside your firm you propose using to provide services not available in your firm.

<u>Firm Name</u>	<u>Location</u> <u>City/State</u>	<u>Specialty</u>	<u>Number of Times</u> <u>Affiliated With You</u>
------------------	--------------------------------------	------------------	--

- 1.
- 2.
- 3.
- 4.

7. What is your firm's present workload?

Number of Projects \$ Value

Number of projects in pre-construction phase:

Number of projects in construction phase:

Provide a list of all scheduled construction projects and unscheduled construction projects currently being handled by your firm, including an indication of percentage of completion for each project.

8. What is your General Liability Insurance coverage:

- a. Total amount of protection provided.
- b. Amount of deductible, if any.
- c. Name, address, phone #, and contact person of Insurance Company.
- d. Are the costs of this coverage included in your Fee Proposal? If not, what is that additional cost?

9. Have you had mediation, litigation, arbitration or a claim filed against or settled with your firm by an educational client or have you filed or settled the same against an educational client? If yes, explain each in detail.

10. Have you had mediation, litigation, arbitration or a claim filed against or settled with your company by any client outside of the educational market or have you filed the same against any other client? If yes, explain each in detail.

11. Has your firm ever been terminated, for cause or for convenience, prior to completion of a project or has your firm ever terminated a contractor contract, for cause or for convenience, prior to completion of a project? If yes, explain each in detail.

B. APPROACH TO CONTRACTOR SERVICES

1. Describe in detail, the process you will follow to commence construction for the Project.

2. List what you consider to be the best new school/school renovation project you have built:

Project Name:
School District:
Contact:
Phone Number
Total Cost
Square Footage
of Change Orders
Date Completed
Project Architect

Cost per Square Foot
Cost of Change Orders

Why do you consider this school to be your firm's best work?

3. List the top five exceptional educational features of new school construction/school building renovations built by your firm.

4. Describe the method(s) of budget/cost control, quality control, and time schedule adherence you will use for the Project.

5. List the steps in your standard change order procedure, your criteria used to determine whether Additional Service fees will be charged and for change orders, and your fee schedule for change orders.

6. Explain your philosophy regarding change orders and identify on both a dollar and percentage basis the volume of change orders on each of your last five (5) K-12 new construction/addition-renovation construction projects. For these projects, indicate the proportion of those changes that were owner-initiated and the identity of the owner.

7. Describe how your firm stays up-to-date on construction code and regulatory requirements applicable to school construction.

8. Some of the construction work may occur while school is in session. Describe how your firm will minimize any interruptions to our day-to-day operations.

9. List the five (5) most recent school construction projects for which your firm has acted as Contractor, including a general description of the project and contact information for your primary contact with the school district.

- a. Project Name:
School District:
Contact:
Phone Number
Total Cost
Square Footage
of Change Orders
Date Completed
Project Architect
Why do you consider this school to be your firm's best work?
- | | |
|--|-----------------------|
| | Cost per Square Foot |
| | Cost of Change Orders |

b. Project Name:
 School District:
 Contact:
 Phone Number
 Total Cost
 Square Footage
 # of Change Orders
 Date Completed
 Project Architect
 Why do you consider this school to be your firm's best work?

Cost per Square Foot
 Cost of Change Orders

c. Project Name:
 School District:
 Contact:
 Phone Number
 Total Cost
 Square Footage
 # of Change Orders
 Date Completed
 Project Architect
 Why do you consider this school to be your firm's best work?

Cost per Square Foot
 Cost of Change Orders

C. Anticipated Project Schedule

The District desires the construction for the Project as soon as the State has completed their permit reviews and the permit(s) are ready (mid-late May is what is anticipated). A Construction schedule is required by the successful bidder soon after award and/or State approvals are complete. **Substantial Completion dates will be required & coordinated with BAS for each phase as noted in Specification Section 01B, Article 16S in order to move students/teachers as needed.** Please identify any concerns or reservations your firm may have with these general parameters and describe any negative impacts on the Project foreseen as a result of such parameters.

D. Cost Proposal

The cost proposal shall be stated as a lump sum as set forth below. If you believe any other information or clarification may be helpful to the District in determining your cost for services, please include that information in your proposal.

ATTACHMENT “A”

AIA Document A101-2017 Standard Form of Agreement Between Owner and Contractor.

3. I have authority to bind the aforementioned contractor with the representations contained herein, and I am fully aware that the school district will rely on my representations in evaluating bids for contractor services.

4. I declare the above information to be true to the best of my knowledge, information and belief. I could completely and accurately testify regarding the information contained in this affidavit if requested to do so.

(signature of affiant)

Dated: _____

Subscribed and sworn before me in _____ County,
Michigan, on the ___ day of _____, 202__

(signature)

(printed)

Notary public, State of Michigan, County of _____

My Commission expires on _____

Acting in the County of _____

ATTACHMENT “C”

IRAN ECONOMIC SANCTIONS ACT CERTIFICATION

I am the _____ (title) _____ of _____ (bidder) _____, or I am bidding in my individual capacity (“Bidder”), with authority to submit a binding bid for the provision of contractor services to Brighton Area Schools. I have personal knowledge of the matters described in this Certification, and I am familiar with the Iran Economic Sanctions Act, MCL 129.311, et seq. (“Act”). I am fully aware that the school district will rely on my representations in evaluating bids.

I certify that Bidder is not an Iran-linked business, as that term is defined in the Act. I understand that submission of a false certification may result in contract termination, ineligibility to bid for three (3) years, and a civil penalty of \$250,000 or twice the bid amount, whichever is greater, plus related investigation and legal costs.

(signature)

(printed)

(date)

DIVISION 01A**GENERAL REQUIREMENTS****SECTION 01A****SUPPLEMENTARY GENERAL CONDITIONS**

01 The General Conditions of the Contract for the Construction of Buildings Standard Form of the American Institute of Architects, latest Edition: Article 1 through 14 inclusive are hereby, except as the same way be inconsistent with, made a part of this specification.

- a. Where any article of the "A.I.A. General Conditions" is herein supplemented, the A.I.A. provisions shall remain in effect. All the supplemental provisions shall be considered as added thereto. Where any such article is amended, voided or superseded, the provisions of such article not so specifically amended, voided or superseded, shall remain in effect.

02 **ARTICLE 15** **DRAWINGS AND SPECIFICATIONS**

- a. The drawings and specifications are complementary, and what is called for by one is binding as if called for by the other.

03 **ARTICLE 16** **INSURANCE**

This article shall void Article II of the General Conditions as cited in Paragraph A under the heading of this Division.

16.1 **CONTRACTORS LIABILITY INSURANCE**

16.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, such insurance as will protect the contractor from claims set forth below which may arise out of or result from the Contractor's operations under the Contract, and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts and of them may be liable:

- .1 claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;
- .2 claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor, or (2) by another person;
- .5 claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of any motor vehicle; and
- .7 claims involving contractual liability insurance applicable to the Contractors obligations, under Paragraph 3.18.

16.1.2 The insurance required by Subparagraph 16.1.1 shall be written for not less than the limits of liability specified in the Contract Documents, or required by law, whichever coverage is greater.

Coverage, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Work until date of final payment and termination of any coverage required to be maintained after final payment. Notwithstanding the above, the insurance required by paragraph 16.1 shall be on an occurrence basis.

- 16.1.2.1 Such insurance shall be written to include the following coverage and for not less than the following minimum limits or greater if required by law;
- .1 Worker's Compensation, Occupational Disease and Employer's Liability Insurance:
- A. State of Michigan - Statutory Limits
- B. Applicable Federal (if any) - Statutory limits.
- C. Employer's Liability -
 Bodily Injury by Accident - \$1,000,000 each accident
 Bodily Injury by Disease - \$1,000,000 each employee
 Bodily Injury by Disease - \$1,000,000 each policy limit
- .2 Commercial General Liability Insurance including as minimum coverage:
- Premises - Operations Liability
 - Independent Contractor's Protective Liability
 - Broad Form Property Damage Endorsement
 - Blank Contractual
 - Personal Injury, with Employment Exclusion deleted
- A. Special Requirements:
1. Property Damage Liability Insurance will provide "X, C, and U" (Explosion, collapse and underground hazard) coverage as applicable.
 2. Products and Completed Operation to be maintained for 1 year after final payment.
 3. The owner, architect, their consultants, agents and employees, shall be named as: additional insured's on the commercial general liability policy of the general contractor an/or subcontractor of any tier.
- B. Limits of Liability:
- \$1,000,000 Each Occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.
- \$1,000,000 General Aggregate
- \$1,000,000 Products/Completed Operations Aggregate
- \$1,000,000 Personal and Advertising Injury
- .3 Automobile Liability Insurance":
- A. Special Requirements:
1. All owned, hired, and non-owned vehicles including the loading or unloading thereof.

2. The owner, architect, their consultants, agents and employees, shall be name as "additional insured's" on the commercial automobile liability policy of the general contractor and/or subcontractor of any tier.

B. Limits of Liability

\$1,000,000 Each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.

.4 Owner's and Architect's Protective Liability Incurrence:

The Contractor will furnish and maintain during the entire period of construction an Owner's Protective Liability Policy written in the name of the owner, architect, and architect's consultants, with the following limits of liability:

Limits of Liability:

\$1,000,000 Each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.

\$1,000,000 General Aggregate

.5 Umbrella/Excess Liability Insurance:

Limits of Liability

\$1,000,000 Each occurrence

\$1,000,000 Aggregate

16.1.3 Certificates of Insurance for the above coverage and the Owner's Protective Policy shall be submitted to the Architect for transmittal to the Owner for his approval prior to the start of construction. The Contractor shall certify to the Owner that he has obtained or will obtain similar certificates of insurance from each of his Subcontractors before their work commences. Each Subcontractor must be covered by insurance of the same character and in the same amounts as the Contractor unless the Contractor and the Owner agree that a reduced coverage is adequate. Each subcontractor's insurance shall cover the Owner, Architect, their agents and employees. The Contractor shall submit a statement with each monthly affidavit stating that he has obtained certificates of insurance, or other satisfactory evidence, that all required insurance is in force for each of the Subcontractors listed on his affidavit. If the "additional insured" have other insurance which is applicable to the loss, it shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance Contractor certificates shall be in duplicate on standard Acord forms.

16.1.3.1 Certificate of insurance shall contain a statement therein or a rider attached thereto incorporating the indemnity clause stated in Paragraph 3.18 (Indemnification) and Subparagraphs 3.18.1, 3.18.1.1, 3.18.2 and 3.18.3 of the General Conditions, and including the changes and addition made in those subparagraphs within these Supplemental General Conditions.

16.1.3.2 These Certificates and the insurance policies required by this Paragraph 16.1 shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the Owner and Architect. If any of the foregoing insurance coverage is required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage

shall be submitted with the final Application for Payment as required by Subparagraph 9.10.2. Information concerning reduction of coverage shall be furnished by the Contractor with reasonable promptness in accordance with the Contractor's information and belief.

- 16.1.3.3 The obligations of the Contractor under the provisions of this article shall not extend to the liability of the Architect, his agents or employees arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, or (2) the giving of or the failure to give directions or instructions by the Architect, his agents or employees to the extent that such giving or failure to give is the cause of the injury or damage.

16.2 OWNER'S LIABILITY INSURANCE

- 16.2.1 The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance. Optionally, the Owner may purchase and maintain other insurance for self-protection against claims, which may arise from operations under the Contract. The Contractor shall not be responsible for purchasing and maintaining this optional Owner's liability insurance unless specifically required by the Contract Documents.

16.3 PROPERTY INSURANCE

- 16.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance in the amount of the initial Contract Sum as well as subsequent modifications thereto for the entire Work at the site on a replacement cost basis without voluntary deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made and provided in Paragraph 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Paragraph 16.3 to be covered, whichever is earlier. This insurance shall include interests of the Owner, Architect, the Contractor, Subcontractors and the Sub-subcontractors in the Work.

Property Insurance provided by Owners shall not cover any tools, apparatus, machinery, scaffolding, hoists, forms, staging, shoring and other similar items commonly referred to as construction equipment, which may be on the site and the capital value of which is not included in the Work. The Contractor shall make his own arrangements for any insurance he may require on such construction equipment.

- 16.3.1.2 If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverage in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then affect insurance, which will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order, the cost thereof shall be charged to the Owner. If the contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor then the Owner shall bear all reasonable cost properly attributable thereto.
- 16.3.1.3 If the property insurance required minimum deductibles and such deductibles are identified in the Contract Documents, the Contractor shall pay costs not covered because of such deductibles. If the Owner or insurer increases the required minimum deductibles above the amounts so identified or if the Owner elects to purchase this insurance with voluntary deductible amounts, the Owner shall be responsible for payment of the additional costs not covered because of such increased or voluntary deductibles. If deductibles are not identified to the Contract Documents, the Owner shall pay costs not covered because of deductibles. The property insurance for the Work requires a minimum deductible of: \$5,000 per claim.

- 16.3.2 **Boiler and Machinery Insurance.** The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insured's.
- 16.3.3 **Loss of Use Insurance.** The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives the rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.
- 16.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or for other special hazards be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the contractor by appropriate Change order.
- 16.3.5 If during the Project construction period the Owner insures properties, real or personal or both, adjoining or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Subparagraph 16.3.7 for damages caused by fire or other perils covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.
- 16.3.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverage required by the Paragraph 16.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be cancelled or allowed to expire until at least 30 days prior written notice has been given to the Contractor.
- 16.3.7 **Waivers of Subrogation.** If permitted by the Owner's and Contractor's insurance companies, without penalties, the Owner and Contractor waive all rights against (1) each other and any of their Subcontractors, Sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their Subcontractors, Sub-subcontractors, agents and employees, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this Paragraph 16.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the Subcontractors, Sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.
- 16.3.8 A loss insured under Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insured, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Subparagraph 16.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriated agreements, written where legally required for validity, shall require Subcontractors in similar manner.

- 16.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds he received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach or in accordance with an arbitration award in which case the procedure shall be as provided in Paragraph 4.5. If after such loss no other special agreement is made, replacement of damaged property shall be covered by appropriate Change Order.
- 16.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection be made, arbitrators shall be chosen as provided in Paragraph 4.5. The Owner as fiduciary shall, in that case, make settlement with insurers in accordance with directions of such arbitrators. If distribution of insurance proceeds by arbitration is required, the arbitrators will direct such distribution.
- 16.3.11 Partial occupancy or use in accordance with Paragraph 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

16.4 **PERFORMANCE BOND AND PAYMENT BOND**

- 16.4.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising there under as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.
- 16.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds, covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.
- 16.4.3 When required by the Owner the Contractor, before commencing the Work, shall furnish a Performance Bond and a Labor and Material Payment Bond. The Performance Bond shall be in an amount equal to one hundred percent (100%) of the full amount of the Contract Sum as security for the faithful performance of the obligations of the Contract Documents, and the Labor and Material Payment Bond shall be in an amount to equal to one hundred percent (100%) percent of the full amount of the Contract Sum as Security for the payment of all persons performing labor and furnishing materials in connection with the Contract Documents. Such bond shall be on A.I.A. Document A-312, issued by the American Institute of Architects, shall be issued by a surety satisfactory to the Owner and shall name the Owner as primary co-obligee.

16.5 **MISCELLANEOUS REQUIREMENTS**

- 16.5.1 All insurance coverage shall be provided by insurance companies having policy holder ratings no lower than "A" and financial ratings not lower than "XII" in the Best's Insurance Guide, latest edition in effect as of the date of the Contract.
- 16.5.2 The Contractor is responsible for determining that Subcontractors are adequately insured against claims arising out of relating to the work. The premium cost and charges for such insurance, shall be paid by each Subcontractor.

SECTION 01B**SPECIAL CONDITIONS****ARTICLE 1S****TIME OF COMPLETION**

- 01 The contract involves the renovation of existing spaces and requires completion for occupancy in the least time consistent with good construction practices.
Construction & renovation activities for the BECC Building should be planned for mid to late May, 2024 after State reviews & permitting is complete.

ARTICLE 2S**EXAMINATION OF SITE**

- 01 The Contractor and those sub-contractors specifically involved shall be held to have examined the sites and have informed themselves of the conditions under which they must work. Their proposal shall make due allowance for the conditions that are reasonably apparent on site.

ARTICLE 3S**DELETED****LAYING OUT WORK****ARTICLE 4S****TEMPORARY FIELD OFFICE**

- 01 The Contractor shall establish a field office on site in location as directed by the Owner. Sub-contractors may at their option establish field offices if coordinated with the Owner.
- 02 The contractor's trailers, material storage, etc., shall be located so as to not interfere with Owner's use of existing building and parking areas on site when so occurring.

ARTICLE 5S**TEMPORARY UTILITIES**

- 01 Water: Water shall be available through Owner's existing building on site.
- 02 Electrical: Owner shall bear cost of metered power.
- 03 Telephone: The Contractor shall maintain a working telephone instrument on site.

ARTICLE 6S**DELETED****TEMPORARY TOILETS****ARTICLE 7S****DELETED****COLD WEATHER PROTECTION****ARTICLE 8S****DELETED****TEMPORARY HEAT****ARTICLE 9S****SHOP DRAWINGS**

- 01 All shop drawing submissions shall be examined by the Contractor for coordination with other trades and general conformity to contract documents before submission to the Architect for the Architects review and shall bear the signature of the party so doing. The preferred submission of shop drawings is by electronic PDF drawings to the Lindhout Associates project architect, or his designee, at the appropriate e-mail address. Reviewed submissions will be returned electronically. Paper submissions, when necessary, shall furnish four (4) copies.
- 02 Corrections or comments made on the shop drawings during their review do not relieve the contractor from compliance with requirements of the drawings and specifications. This check is only for review of the general conformance with the design concept of the project and general compliance with the information given in the contract documents. The contractor is responsible for:
- Confirming and correlating all quantities and dimensions.
 - Selecting fabrication processes and techniques of construction.
 - Coordinating his or her work with that of all other trades and performing all work in a safe and satisfactory manner.
- 03 Architects review of Shop Drawings shall not be construed to relieve supplier of any obligations set forth in the original contract documents. Specific reference shall be made on the Shop

Drawings of any changes in or contradictions of the original documents and specific acceptance of that contradiction must be made on the drawings by the Architect.

- 04 The preceding conditions are in addition to those covered under Article 3.12 of the General Conditions of the Contract.

ARTICLE 10S

CLOSE OUT AND GUARANTEES

- 01 At the completion of the Contract and prior to final payment:
- a. The Contractor and sub-contractors shall give to the Owner a written guarantee that they will make good at their own expense any defects in material or workmanship, not due to ordinary wear or improper use, which may develop within one (1) year from the date of acceptance of the work unless otherwise stated in the specifications.
 - b. The Owner shall be furnished with the following as it may apply to the project and as called for in the specifications:
 1. Owner's manuals for operation and maintenance of equipment furnished under the Architectural trades.
 2. Owner's manuals for operation and maintenance for equipment furnished under the Mechanical contract; test reports of system balancing..
 3. Owner's manuals for operation and maintenance for equipment furnished under the Electrical contract; a complete brochure of lighting fixtures and lamps furnished; an as-built drawing of the electrical installation as described in the specifications.
 4. List of sub-contractors employed on the project, including addresses, phone and fax numbers.
 5. Final Certificate of Occupancy.

ARTICLE 11S

PROGRESS SCHEDULES

- 01 At the time of signing of the contract, the Contractor, in co-operation with his sub-contractors, shall furnish a schedule giving the time of starting and finishing the project.
- 02 The Schedule shall be maintained throughout the job to give an up-to-date statement of progress and completion time.
- 03 Satisfactory rate of progress and completion on time shall be essential conditions of the contract.

ARTICLE 12S

DELETED

JOB SIGN

ARTICLE 13S

TEMPORARY PROTECTION

- 01 The Contractor shall assume responsibility for the building, site and immediately adjacent areas, providing protection to meet the governing laws.

ARTICLE 14S

ACCESS TO SITE

- 01 Contractors shall consult with Owner on maintaining access route to the site for construction vehicles. All damage to existing walks, drives and landscaped areas traversed by construction vehicles shall be made good by the Contractor.

ARTICLE 15S

OWNER'S USE OF SITE

- 01 The Owner will maintain normal operation on the existing building on site during the construction period. The various contractors shall take all possible precautions to minimize interference with the operations. Specific considerations shall be as follows.
- a. Access to existing building shall be maintained at all times.
 - b. Maintain uninterrupted, protected egress from all required exit doors of the building to the satisfaction of the Local Fire Marshal or Building Authority.

- c. On site storage of materials shall be arranged in such a manner to not interfere with the normal use of the parking areas. Particular consideration should be given to maintaining full access for Sunday services.

ARTICLE 16S**CONSTRUCTION SEQUENCE**

- 01 The BECC Building's "East Wing – 7 Classroom Renovations" shall be the first phase of the project. Once completed, this allows BAS to move students within the main building to this wing of classrooms. Then the rest of the building's scope of work can be completed. This Contractor shall coordinate with BAS the construction sequencing and schedule any utility shutoffs with BAS.

ARTICLE 17S**OTHER CONTRACTORS**

- 01 The contractor or contractors for this work shall at all times allow the Owner and any other contractors and their employees to be in the building or about the premises undisturbed as may be required in the execution of other portions of the building work, and installation of equipment, etc. Each contractor shall so arrange his work that it will interfere as little as possible with that of other trades or contracts; and in the event of disputes of such nature, the Architect's ruling in the matter shall be final and binding on all parties.

ARTICLE 18S**AWARD OF SUBCONTRACTS**

- 01 The award of subcontracts shall be subject to the right of rejection by the Owner and the Architect of any individual sub-contractor. All contracts made by the General Contractor with sub-contractors shall be covered by the terms and conditions of the prime contract.

ARTICLE 19S**OCCUPATION OF BUILDING**

- 01 The Owner reserves the right to negotiate with the contractor to occupy the building, or any portion thereof, before the building has been finally completed and accepted. It being mutually understood and agreed that such occupancy does not relieve the contractors from completing their respective work or obligations within the time specified.
- 02 Considerations relative to insurance coverage during partial occupancy shall be as outlined in Article 16.3.11 of the Supplemental General Conditions, Section 1A of the specifications.

ARTICLE 20S**PERMITS**

- 01 This Contractor shall apply and pay, where necessary, for all required permits; all required plan review fees; in addition to any other required permits for the scope of work as detailed. This contractor shall call for all inspections and comply with all requirements.
- 02 If an inspection fee is charged due to the failure of the contractor to meet code or make his work accessible for the inspection, he is responsible for the re-inspection fee charged, if any.
- 04 This Contractor, sub-contractors and their suppliers shall comply with Michigan Building Code Section 1704 Special Inspections, as it may be applied to the project by the local Building Authority for inspections and certifications.

ARTICLE 21S**OWNER'S CONTINGENCY FUND**

- 01 The General Contractor shall include in his proposal a sum of 10% of total bid for an Owner's Contingency Fund.
- 02 The Contingency Fund shall be charged for unexpected field conditions and items of errors and omissions in the drawings and specifications.
- 03 The General Contractor shall be responsible for his own contingency allowance for default of, and errors of, sub trades as necessary to complete the intended scope of the work.
- 04 Overhead and profit on this sum shall be considered included in Base Proposal.

05 Unused portion of the Owner's Contingency Fund will be credited to Owner on Final Payment.

06 Significant changes in the work required by the Owner will be covered by Change Orders.

ARTICLE 22S

**NON
DISCRIMINATION**

01 In connection with performance of work under this contract, the contractor agrees as follows:

- a. The Contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, condition or privileges of employment on a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status pursuant to the Elliot Larsen Civil Rights Act, 1976, P.A. 453. The Agency and the Municipality shall also comply with the provisions of the Michigan Handicappers Civil Rights Act, 1976, P.A. 220 and the Federal Rehabilitation Act of 1973, P.A. 93-112, 87 Stat. 394, which require that no employee or client or otherwise qualified handicapped individual shall, solely by reason of his/her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal Assistance. No person shall, on the grounds of race, creed, color, sex, age, national origin, height, weight, handicap, or marital status be excluded from participation in, be denied the proceeds of, or be subject to discrimination in the performance of this contract. The Consultant further covenants that it will comply with the Civil Rights Act of 1973, as amended; and the Michigan Civil Rights Act of 1976 (78. Stat. 252 and 1976 PA 453) and will require a similar covenant on the part of any consultant or sub-consultant employed in the performance of this contract.

ARTICLE 23S

DELETED

LOCAL BONDING REQUIREMENTS

ARTICLE 24S

TRADE AGREEMENTS

01 The drawings and specifications make no attempt to define jurisdictional boundaries of the various trade unions. Systems and materials are specified under headings most suited to the project and construction locale from the Architect's and Owners viewpoint.

ARTICLE 25S

DELETED

GAS SERVICE

ARTICLE 26S

DELETED

SOIL EROSION PERMIT

ARTICLE 27S

DELETED

CONSTRUCTION FENCE

ARTICLE 28S

SAFETY RULES

01 All contractors and their employees shall comply with applicable requirements of "General Safety Rules and Regulations for the Construction Industry", as promulgated by the Construction Safety Commission of the State of Michigan including all amendments.

02 General Contractor and all sub-contractors shall become familiar with and comply with the "Safety and Health Regulation for Construction" as promulgated by the Occupational Safety and Health Administrator of the U.S. Department of Labor.

ARTICLE 29S

DELETED

CONNECTION CHARGES

ARTICLE 30S

BASE BID SPECIFICATION

01 Whenever the specifications call for one specific product, material application, etc. the Contractor or sub-contractor shall bid solely on that which is named. All Base Bids shall then be consistent in such a manner as to permit the best possible evaluation of all proposals.

- a. The Owner and architect in no way wish to overlook any possible alternate material that may be satisfactory as a direct substitute. *A list of proposed alternates of materials, products, methods, etc., may be proposed to, or by, the General Contractor or Construction Manager for inclusion in the proposal to the Owner. The proposal to the Owner shall state the proposed substitute and the cost savings, if any, of the substitution.* The Base Bid, however, shall be based on all items as specified.
- b. Should any real and definite hardship result in the foregoing "Base Bid" the Contractor shall communicate the facts to the Architect, and if warranted, an addendum will be issued to all bidders rectifying the condition.

ARTICLE 31S**TESTING**

01 All testing as called for in the specifications shall be performed by a licensed testing laboratory approved by the Architect.

ARTICLE 32S**DAVIS BACON ACT/PREVAILING WAGE**

01 In connection with performance of work under this contract, the contractor agrees as follows:

- a. The Contractor agrees to comply with the requirements of the Davis-Bacon Act as it applies to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. All laborers and mechanics on projects funded directly by or assisted in whole or in part by and through funding appropriated by the Act are paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by subchapter IV of Chapter 31 of title 40, United States Code (Davis-Bacon Act).

For information on Davis Bacon Wage Determination please reference the Department of Energy's (DOE) EECBG Notice 10-004A and/or currently effective DOE Notices.

For more information and currently effective EECBG notices please visit:
http://www1.eere.energy.gov/wip/davis-bacon_act.html#eecbg

For information on Davis Bacon Wage Determination please visit: <http://www.wdol.gov/Index.aspx>

ARTICLE 33S**AMERICAN RECOVERY and REINVESTMENT ACT (AARA)**

01 In connection with performance of work under this contract, the contractor agrees as follows:

- a. The Contractor shall comply with the provisions of the American Recovery and Reinvestment Act (ARRA) for EECBG projects. The Buy American provision in the American Recovery and Reinvestment Act of 2009 (section 1605 of Title XVI), provides that, subject to three listed exceptions (non-availability, unreasonable cost, and inconsistent with the public interest), none of the funds appropriated or otherwise made available by the Act may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all the iron, steel, and manufactured goods used are produced in the United States. The law also requires that this provision be applied in a manner consistent with U.S. obligations under international agreements. The provisions of this guidance apply to all recipients, sub-recipients and contractors working on projects using Recovery Act funding. The Buy American Recovery Act provisions only apply to projects funded under the Recovery Act for the construction, alteration, maintenance or repair of a public building or public work. The guidance below is designed to help applicants and recipients determine if their Recovery Act funded project is for the construction, alteration, maintenance or repair of a public building or public work.

More information on the AARA please visit the following links:

http://www1.eere.energy.gov/recovery/buy_american_provision.html

http://www1.eere.energy.gov/recovery/pdfs/eere_program_guidance_buy_american.pdf

ARTICLE 34S

DELETED

WASTE STREAM MANAGEMENT

ARTICLE 35S

EQUAL EMPLOYMENT OPPORTUNITY

01 In connection with performance of work under this contract, the contractor agrees as follows:

- a. The Contractor shall with Executive Order 11246 of Sept. 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).

ARTICLE 36S

COPELAND ANTI-KICKBACK ACT

01 In connection with performance of work under this contract, the contractor agrees as follows:

- a. The Contractor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 2). (Applies to contract and subgrants for construction or repair)

ARTICLE 37S

**DEBARMENT, SUSPENSION, INELIGIBILITY
and VOLUNTARY EXCLUSION**

01 In connection with performance of work under this contract, the contractor agrees as follows:

- a. The Contractor shall with the provisions of 24 CFR Part 24 that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract. Additionally, the Consultant shall not use, directly or indirectly, any of the funds provided by this contract to employ, award contracts to, or otherwise engage the services of, or fund any contractor/subcontractor during any period that the contractor/subcontractor is debarred, suspended or ineligible under the provisions of 24 CFR Part 24.

ARTICLE 38S

PROHIBITION OF POLITICAL and RELIGIOUS ACTIVITY

01 There shall be no religious worship or instruction as part of, or in connection with, the performance of this agreement. None of the funds, materials, property or services under this agreement shall be used in the performance of this agreement for any partisan political activity, including lobbying, as specified in Federal Circular A-122 Cost Principles for Nonprofit Organizations -- lobbying revisions, or to further the election, defeat, recall, impeachment, appointment or dismissal of any candidate for or from any public office.

SECTION 02L**REMOVAL AND DEMOLITION****SCOPE OF WORK**

- 01 All work under this heading shall meet requirements of Division 1 and Instructions to Bidders and include everything necessary and incidental to completion of removal and demolition work.
- 02 Work Included:
- a. Removal and demolition of existing building components as detailed on the Drawings Sheets specified herein.
 - b. This Contractor shall obtain and pay for all required permits and all bonding covering his work.
- 03 Certificates of insurance policies shall be filed with the Owner and the Architect prior to commencing work.

INSPECTIONS

- 01 Contractor and Owners representatives shall meet prior to beginning of work to inspect the site and establish limits of the work.
- 02 This contractor shall call for any inspections of the demolition work required by the local authority.

EXISTING SERVICES

- 01 Protect and maintain all active conduit, sewers, pipes, overhead and underground wires existing on the site.
- 02 This contractor shall be responsible to arrange with local service providers the removal of their respective meters and equipment when their services are scheduled or shown to be abandoned.
- 03 When occurring, this Contractor shall plug with concrete any abandoned storm or sanitary sewer lines at the property lines.

TEMPORARY PROTECTION

- 01 Provide, erect and maintain all necessary fences, planking, bracing, shoring, sheath piling, warning signs to protect the existing site and all persons using same or public sidewalks adjacent to the site.
- 02 Remove all protections when work is completed and hazardous conditions are no longer present.
- 03 Provide temporary weather protection and building security of existing space during the removal of existing enclosures and coordinate with other trades the timing of the removal and their ability to continue temporary protection.

REMOVAL AND DEMOLITION

- 01 Perform all removal and demolition work as outlined on the drawings.
- 02 All paint and component coatings are assumed to contain lead at detectable levels. If the coatings are to be disturbed, the contractor is responsible for complying with all requirements of the Occupational and Safety Health Administration (OSHA) Lead in Construction Standard (29 CFR 1926.62). All work shall be conducted by EPA Certified personnel.

03 Materials that may become hazardous during demolition shall be removed and disposed of properly prior to the commencement of any demolition.

04 Some items shall be salvaged/re-used or salvaged/returned to Owner where shown on the drawings.

RECYCLED MATERIAL

01 Removal and Demolition Contractor shall employ any offered recycling service available for the various materials being removed from the building.

WORKMANSHIP

01 All work shall be executed in an orderly and careful manner, with due consideration for adjacent property holders.

- a. Driveways and parking areas shall be kept clear and swept daily.
- b. Rubbish and debris shall be removed promptly and not allowed to accumulate.
- c. Sprinkle rubbish and debris with water as required to control dust.

PROHIBITED ACTIVITIES

01 Prohibited activities are as follows:

- a. Creation of "Attractive Nuisances".
- b. Storing, unprotected or overnight, of hazardous or dangerous materials.
- c. Burning of any nature.
- d. Burying of rubble on site.

ASBESTOS CONTAINING MATERIALS

01 Asbestos containing materials in regulated amounts have been detected or assumed. These materials shall be abated prior to disturbance.

02 The Owner's representative will provide environmental area air monitoring. The selected bidder will be responsible for complying with the requirements of 29 CFR 1926.1101 and appendix A of the attached applicable hazardous material surveys relating to permissible exposure limits.

03 All abatement work must commence as noted in the scope of work for the project. All issues listed in the scope of work must be fulfilled. It will be a requirement that the project will be completed prior to the completion date agreed upon before the commencement of abatement operations. The project will only be considered complete once an appropriate clearance is obtained for the work area according to federal regulations, state acts and project specifications and the site is cleaned and vacated by the Contractor.

04 All abatement work performed by this Contractor must comply with all applicable federal regulations and state acts. Any fines or monies levied against the owner or Performance Environmental Services, Inc. due to activities or omissions by the Contractor will be charged to the Contractor and subtracted from the invoice amount.

05 Throughout the duration of the project, this Contractor shall have an accredited competent person on site when asbestos is being removed.

06 A mandatory pre-bid walk-through is scheduled for bidders to identify and quantify the materials to be removed.

- 07 It is the Contractor's responsibility to familiarize themselves with the work areas and all materials which are to be abated prior to the submittal of a bid. All specific information included in this bid package in regards to sizes, amounts or materials are only estimations of the work that will need to be accomplished. **The Contractor accepts complete responsibility for the bid based on his own measurements and projections for the scope of the abatement project.**
- 08 The contractor will be responsible for disposal of all waste generated on-site. If a dumpster is required to be placed on-site, it is the contractor's absolute responsibility to be present to properly locate the dumpster when it is delivered.
- 09 The following is a summary of the scope of work, See attached hazardous material survey for each building for more detailed scope, findings, recommendations and certificates of laboratory analysis. Abatement work will include the locations and materials listed at the end of this Section. It is the Contractor's responsibility to quantify all materials to be abated.