



Harbor Springs Public Schools

Excellence in Character
Excellence in Education

PROJECT MANUAL

Re-Bid Set – Painting

May 11, 2022

HARBOR SPRINGS HIGH SCHOOL FLOORING & LOCKER PROJECT

PROJECT NO. 21.504

Owner's Representative

Harbor Springs Public School

800 South Spring Street.

Harbor Springs, MI 49740

phone: 231.526.4540

contact: Michael Behrmann - Superintendent

Architecture

Cornerstone Architects

122 S. Union Street, Suite 200

Traverse City, MI 49684

phone GR: 616.774.0100

phone TC: 231.947.2177

fax: 231.933.4310

contact: Luann Nemitz, RA

SECTION 00 01 10
TABLE OF CONTENTS

DOCUMENTS -- INTRODUCTORY INFORMATION, BIDDING AND CONTRACT REQUIREMENTS

(Note: Not all drawings and specifications may not be applicable for this portion of the project. The entire project set has been included for reference of other trades performing work concurrently to this project.)

- 00 01 01 – Project Title Page
- 00 01 10 – Table of Contents
- 00 01 15 – List of Drawings
- 00 11 16 – Invitation to Bid
- 00 21 13 – Instructions to Bidders
- 00 41 00 – Bid Form
- 00 45 50 – Statement Regarding Familial Relationship
- 00 45 51 – Iran Economic Sanctions Act Certification
- 00 52 13 – Agreement
- 00 72 00 – General Conditions
- 00 73 00 – Supplementary Conditions

DIVISION 01 -- GENERAL REQUIREMENTS

- 01 11 00 – Summary
- 01 20 00 – Price and Payment Procedures
- 01 26 00 – Substitutions
- 01 26 10 – Request for Information Form
- 01 30 00 – Administrative Requirements
- 01 40 00 – Quality Requirements
- 01 42 19 – Reference Standards
- 01 60 00 – Product Requirements
- 01 70 00 – Execution Requirements
- 01 74 19 – Construction Waste Management and Disposal
- 01 78 00 – Closeout Submittals

DIVISION 09 – FINISHES

- 09 90 00 – Painting and Coating

END OF SECTION 00 01 10

SECTION 00 01 15

LIST OF DRAWINGS

HARBOR SPRINGS HIGH SCHOOL FLOORING & LOCKER PROJECT DRAWING INDEX

1.01 SCHEDULES

ATS	SHEET INDEX, LOCATION MAP and LEGENDS
CODE-1	BARRIER-FREE DETAILS

1.02 ARCHITECTURAL (Note: Not all drawings may not be applicable for this portion of the project. The entire project set has been included for reference of other trades performing work concurrently to this project.)

A001	OVERALL FLOOR PLAN
D100	DEMOLITION FLOOR PLAN
D101	DEMOLITION FLOOR PLAN
D102	DEMOLITION FLOOR PLAN
A100	FLOOR PLANS
A101	FLOOR PLANS
A102	FLOOR PLANS
A140	FLOOR FINISH PLANS
A141	FLOOR FINISH PLANS
A142	FLOOR FINISH PLANS, LEGEND & NOTES
A143	WALL FINISH PLANS
A144	WALL FINISH PLANS
A145	WALL FINISH PLANS, LEGEND & NOTES
A300	INTERIOR ELEVATIONS
A301	INTERIOR ELEVATIONS & DETAILS
A302	INTERIOR ELEVATIONS

END OF SECTION 00 01 15

SECTION 00 11 16



**Harbor Springs
Public Schools**
Excellence in Character
Excellence in Education

REQUEST FOR PROPOSAL (RFP) – Harbor Springs High School First Floor Painting Project.

FROM:

The Owner:

Harbor Springs Public Schools
800 South Spring Street
Harbor Springs, MI 49740
Phone: 231.526.4545
Contact Person: Michael Behrmann
mbehrmann@harborps.org

The Architect:

Cornerstone Architects
122 S. Union Street, Suite 200
Traverse City, MI 49684
Phone GR: 616.774.0100
Phone TC: 231-947-2177
Contact: Luann Nemitz RA
lnemitz@cornerstone-arch.com

Advertisement Date: May 11, 2022

TO: POTENTIAL BIDDERS

The Owner will receive sealed bids for a located at **Harbor Springs Public Schools, 800 South State Street, Harbor Springs, MI 49740.**

BID DUE DATE, TIME AND DELIVERY METHOD:

Bids are due **Friday May 20, 2022** at or before **12:00pm (Noon)**

Bids may be submitted in person (sealed) or electronically via email, in PDF format to:

mbehrmann@harborps.org

In email header note – “Harbor Springs High School First Floor Painting Project”

Return reply will indicate receipt of your proposal. If you do not receive a return reply prior to 12:00 PM (Noon) on May 20, 2022, please call 231-526-4545 or 231-526-4540.

Proposals will be publicly opened at Harbor Springs Public Schools, 800 South State St., Harbor Springs, MI 49740. Bidders have the option of attending the bid opening in person and/or it will be accessible via Zoom at the following link:

Topic: Bid Opening for HSHS Painting RFP

Time: May 20, 2022 12:00 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/6838196980?pwd=OWFtN2hqXAYyRG9iaThTVy9GNkxhUT09>

Meeting ID: 683 819 6980

Passcode: 222003

Zoom Link is also published on District website: <http://harborps.org/>

Project Description:

The scope of the work includes but is not limited to: Preparation and Painting of walls. Bulkheads, existing Acoustical wall panels, and some Mechanical and Structural elements (in Main Concourse area) in the areas indicated on the drawings as "The Scope of Work".

Schedule:

Bids Due: May 20, 2022 at 12:00 PM (Noon)

HSPS Award Date: Week of May 23-27 2022 at a Special Board Meeting, Time & Date TBD.

Project Start Date: June 11, 2022

Substantial completion: August 20, 2022

Bidding Documents:

Requirements, drawings and specifications for submissions are available on/at or through:

Builders Exchange of Michigan: <https://projects@grbx.com/>

Builders Exchange of Northwest Michigan: <https://bxtvc.com/>

Bid sets may be purchased from Traverse Reproduction / 1373 Barlow Rd / Traverse City, MI 49686 at the bidders' expense.

The proposals shall be submitted on Proposal Forms furnished by the Architect as part of the Contract Documents, and shall be completely executed in strict accordance with the Plans and Specifications. The owner will accept sealed bids in-person or emailed bids in PDF format.

SITE VISITS:

TO VISIT THE SITE YOU MUST REQUEST A SITE VISIT THROUGH THE DIRECTOR OF FACILITIES, RON OUELLETTE

DO NOT CONTACT OR SHOW UP AT THE SCHOOL DIRECTLY.

TO SCHEDULE A SITE VISIT CONTACT:

Ron Ouellette, Director of Facilities, rouellette@harborps.org, 231-838-3743 or

Michael Behrmann, Superintendent of Schools, mbehrmann@harborps.org, 231-526-4540
Harbor Springs PS will make every effort to accommodate site visit requests.

Bidding:

Bidders are required to provide Bid security in the form of a Bid Bond of a sum no less than 5 percent of the Bid Amount.

Refer to other bidding requirements described in **Document 00 21 13 - Instructions to Bidders**; and Document 00 30 00 - Information Available to Bidders.

Submit your offer on the Bid Form provided – **Document 00 41 00 – Bid Form**. Bidders may supplement this form as appropriate.

Bids 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 Harbor Springs Public Schools administration personnel or Board of Education members.

Use the Form provided as **Section 00 45 50 – Statement Regarding Familial Relationship**.

Bids shall be accompanied by a sworn and notarized statement certifying bidder and subcontractors to this bidder are not Iran-linked business.

Use the Form provided as **Section 00 45 51 – Iran Economic Sanctions Act Certification**.

Your offer will be required to be submitted under a condition of irrevocability for a period of 60 days after submission.

The Owner reserves the right to accept or reject any or all offers, waive irregularities, and to accept the bid that in their opinion is in the best interest of the school district.

For: Harbor Springs Public Schools

Michael Behrmann, Superintendent of Schools

Date of Advertisement: May 11, 2022

SECTION 00 21 13

INSTRUCTIONS TO BIDDERS – PAINTING

PART 1 - GENERAL

1.1 PROJECT IDENTIFICATION

- A. Project: **Harbor Springs High School First Floor Painting Project**
500 North Spring Street, Harbor Springs, MI 49740
- B. Owner: Harbor Springs Public Schools
- C. Owner's Project Representative: Michael Behrmann - Superintendent
800 South Spring Street
Harbor Springs, Michigan 49740
mbehrmann@harborps.org
231.526.4540
- D. Architect: Luann Nemitz
Representative: Cornerstone Architects
122 S. Union, Suite. 200
Traverse City, MI 49684
lnemitz@cornerstone-arch.com
TC: 231.947.2177
GR. 616.774.0100

1.2 SUMMARY OF WORK

- A. The Work of the Project is defined by the Contract Documents and includes but is not limited to the following:
1. Provide all work, permits and coordinate inspections, necessary for a complete and operational facility. Work of this Contract includes but is not limited to the following:
 - Prep and Painting of existing walls, bulkheads, Acoustical wall panels and some mechanical and structural elements (within the main concourse) indicated by Scope of Work on Contract Documents.
- B. Type of Contract
1. Project will be constructed under a single prime contract.
 2. The Contract form of agreement between the Owner and Contractor shall be: according to **AIA document A104-2017**. (*Standard Abbreviated Form of Agreement Between the Owner and Contractor*)

1.3 QUALITY CONTROL

Harbor Springs Public Schools will be acting as the Construction Manager for this project and for floorcovering and locker replacement projects happening concurrently with this project. The contact person for Harbor Springs Public Schools is Ron Ouellette - Director of Facilities, rouellette@harborps.org, 231-838-3743

1.4 PROCUREMENT OF DOCUMENTS

- A. Bid documents are available in PDF format on/at or through:
- Builders Exchange of Michigan / 678 Front Street NW, Ste 330 / Grand Rapids / MI.
 - Builders Exchange of Northwest Michigan / 1373 Barlow Street / Traverse City / MI.
 - Bid sets may be purchased from Traverse Reproduction / 1373 Barlow Rd / Traverse City, MI 49686 at the bidders' expense.
- B. Bid Documents are made available only for the purpose of obtaining offers for this project. Their use does not grant a license for other purposes. Only full sets of Bid Documents will be provided. Partial distribution of the Bid Documents to bidding parties is not permitted.
- C. Upon receipt of Bid Documents verify that documents are complete. Notify Architect should the documents be incomplete.
- D. Immediately notify Architect upon finding discrepancies or omissions in the Bid Documents.

1.5 INQUIRIES/ADDENDA

- A. Direct questions to Cornerstone Architects, telephone 616- 774-0100 or 231-947-2177.
- B. Addenda will only be issued to General Contractors who are plan holders.
- C. Addenda may be issued via email during the bidding period.
1. Provide your email contact information to Architect's office upon receiving Bid Documents.
- D. All Addenda become part of the Contract Documents. Include resultant costs in the Bid Amount.
- E. Verbal answers are not binding on any party.
- F. Clarifications requested by bidders must be in writing not less than 7 days before date set for receipt of bids. The reply will be in the form of an Addendum, a copy will be forwarded to known recipients via email.

1.6 PRODUCT/ASSEMBLY/SYSTEM SUBSTITUTIONS

- A. Where the Bid Documents stipulates a particular product, substitutions will be considered up to (4) days before receipt of bids.
- B. When a request to substitute a product is made, Architect may approve the substitution and will issue an Addendum to known bidders.
- C. The submission shall provide sufficient information to determine acceptability of such products.
- D. Provide complete information on required revisions to other work to accommodate each proposed substitution.
- E. Provide products as specified unless substitutions are submitted in this manner and accepted.
- F. See Section 01 60 00 - Product Requirements for additional requirements.

SITE ASSESSMENT**1.7 SITE EXAMINATION**

- A. Examine the project site before submitting a bid.
- B. **TO VISIT THE SITE YOU MUST REQUEST A SITE VISIT THROUGH THE FACILITIES OFFICE, DO NOT CONTACT OR SHOW UP AT THE SCHOOL DIRECTLY. TO SCHEDULE A SITE VISIT CONTACT:**
Ron Ouellete – Director of Facilities; Harbor Springs Public Schools by email at rouellete@harborps.org or phone: 231-838-3743

1.8 SCHEDULE

- A. It is the intent of the Owner to award a contract within thirty (30) days after opening bids.
- B. A complete list of all subcontractors, material and equipment suppliers shall be furnished to the Owner's PM by the apparent low bidder within 24 hours after bid opening.
- C. The successful bidder is to prepare a Preliminary Construction Schedule for review with the Owner within three (3) calendar days of the bid opening.
- D. Harbor Springs Public Schools Board Approval: **the week of May 23 - 27, 2022 at a special Board of Education Meeting, Date and Time TBD.**
- E. **Start date: June 11, 2022.** Contractor is to have all materials, equipment, labor etc. ready prior to starting the work, Construction duration is to be kept to a minimum.
- F. **Substantial Completion Date: August 20, 2022.**
- G. Contractor to coordinate schedule of work with Owner's PM. Contractor shall not begin work prior to receiving proper authorization from Owner's PM.

1.9 BID RECEIPT

- A. Bid proposals must be received by **May 20, 2022** at or before **12:00pm (Noon)**
- B. **Bids may be submitted in person (sealed) or electronically via email, in PDF format to:**
- C. [**mbehrmann@harborps.org**](mailto:mbehrmann@harborps.org)
- D. **In email header note – “Harbor Springs High School First Floor Painting Project”**
- E. **Return reply will indicate receipt of your proposal. If you do not receive a return reply prior to 12:00 PM (Noon) on May 20, 2022, please call 231-526-4545 or 231-526-4540.**
- F. **Proposals will be publicly opened at Harbor Springs Public Schools, 800 State St., Harbor Springs, MI 49740 Bidders have the option of attending the bid opening in person and/or will be accessible via Zoom at the following link:**

Join Zoom Meeting

<https://us02web.zoom.us/j/6838196980?pwd=OWFtN2hqaXAyRG9iaThTVy9GNkxhUT09>

Meeting ID: 683 819 6980

Passcode: 222003

Zoom Link is also published on District website: <http://harborps.org/>

1.10 WORK RESTRICTIONS

- A. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.
- B. Non-Smoking Campus: Smoking or tobacco use of any kind is prohibited in the buildings and on the grounds of any Harbor Springs Public Schools facility.
- C. **Employee Identification:** Harbor Springs Public Schools requires all Contractor personnel to wear identification badges at all times.
 - 1. Badges are issued by the Human Resources Department in the Administration Building at 412 Webster Street, Traverse City, MI 49686, 231-933-1710
 - a. Provide Owner's PM with a list of personnel to be badged.
 - b. Personnel will be fingerprinted and are subject to FBI and State of Michigan background checks.
 - c. **A FEE of \$64.50 is charged for each badge issued; include the cost for badging in your BID.**
 - 2. Identification tags are numbered. Distribution of ID tags will include the recording of the tag number and the contractor it is issued to.
 - 3. Lost identification tags will be replaced at cost (\$6.00) and billed to the contractor the tag is assigned to.
- D. Parking: Contractor vehicles must be parked in legal parking areas or will be subject to towing, unless specific consent has been given by the Owner for purposes of loading or unloading tools, equipment, materials, etc. Parking of vehicles on sidewalks, landscape or other areas is prohibited.
- E. Trash disposal: Contractor is responsible for the removal of all trash, debris, excess material, etc. The use of Harbor Springs Public Schools dumpsters is not permitted.
 - 1. Failure to abide by this may render Contractor subject to back charges.
- F. Use of Harbor Springs Public Schools' owned equipment, lifts, ladders, tools, custodial equipment or supplies, etc is specifically prohibited. Contractor shall supply all necessary tools, equipment and materials necessary to complete the work.

1.11 ACCESS TO SITE

- A. Use of Site: Limit use of Project site to areas within the Contract limits. Do not disturb portions of site beyond areas in which the Work is indicated. Contractor to protect all adjacent building materials, surfaces, Owner's furnishings, etc and is responsible for any repair/restoration/replacement required as a result of any damage caused by the contractor's operations.
- B. Area of Work: Contractor must keep the area of work reasonably presentable and clean throughout the duration of the work.
- C. Security: Contractor is responsible for barricades, signage, etc necessary to secure the area of work during construction.

- D. Driveways, Walkways, Entrances, Doors: Keep all means of access and egress serving premises clear and available to Owner, Owner's staff, students, and emergency vehicles at all times. Do not use these areas for parking or storage of materials. Do not restrict, close or obstruct access to premises unless given specific written permission from the Owner's PM.
- E. Deliveries: Schedule deliveries to minimize use of driveways and entrances by construction operations and to minimize space and time requirements for storage of materials and equipment on-site.
- F. Storage: Staging of contractor equipment, materials, tools or other project related items in data closets, janitorial closets, penthouses, tunnels or areas other than those specifically directed by the Owner is prohibited. Contractor shall safeguard their materials, tools, equipment. Harbor Springs Public Schools is not responsible for vandalism and/or theft of same.

1.12 COORDINATION WITH OCCUPANTS

- A. Owner Occupancy: Owner will occupy the premises during entire construction period, including the areas under construction. There will be another concurrent project involving floor refinishing in the adjacent gymnasium.
- B. Cooperate with Owner and other contractors during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's operations.
- C. Provide not less than 72 hours' notice to Owner's Representative of activities that will affect Owner's operations or building occupants, including but not limited to utility interruptions, odor, noise, vibration.

1.13 PROJECT CLOSEOUT

- A. Cleaning: Contractor is responsible for final cleaning of work area. No dust, debris, trash, excess materials etc. may be left behind.
 - 1. Failure to properly clean work area may result in the contractor being back charged for the use of Harbor Springs Public Schools' custodial staff.
- B. As-built Record Drawing(s): Provide Owner with record documents of installation including but not limited to:
 - 1. Requirements as noted in other specification sections.
- C. Warranties: Provide one (1) year warranty on all materials and labor. Provide additional warranty information for all products, systems, materials, equipment, etc
- D. Operation & Maintenance Data: Refer to system specification section(s).
- E. Certified Payroll: Submit with each invoice for the work.
- F. Final payment will not be made until all closeout documents have been received, punch list items are complete and the work area is clean and the Owner's PM has approved the work.

PART 2 – MATERIALS

2.1 OWNERSHIP OF DOCUMENTS

- A. Drawings and specifications purchased by Bidders for bidding remain property of the

Bidders and shall not be sent to the Owner or Architect for a refund of the "Cost to Purchase."

PART 3 - EXECUTION

3.1 EXAMINATION OF DOCUMENTS AND SITE

- A. It is the Bidder's responsibility to study the drawings and specifications, visit the construction site and examine existing conditions to correlate site observations with requirements of the Contract Documents.
- B. All bidders must give prior notification to Owner's PM and schedule a time to examine the site after the pre-bid meeting. Contractors must wear yellow ID badges at all times while on campus.
- C. No "EXTRA" payment or allowance will be made to cover obvious discrepancies or changes required due to existing site conditions not visually determined and addressed in writing to the Owner before bid opening, or by reason of any error or oversight on the Contractor's part.
- D. Drawings shall not be scaled by Bidders for the purpose of bidding. Information required for bidding shall be obtained by using the indicated dimensions of each plan, elevation, section or detail. All discrepancies noted by the Bidders shall be immediately brought to the Architect's attention.

3.2 INTERPRETATIONS AND CORRECTIONS OF DOCUMENTS

- A. Written requests must be submitted to the Architect a minimum of four (4) days before receipt of bids for clarification or interpretation of errors, inconsistencies or ambiguities found in contract documents.
- B. An addendum will be issued to Bidders to clarify the subject or request a minimum of two (2) days before receipt of bids; the addendum will become part of the Contract Documents.
- C. Only interpretations, corrections or changes made by addendum will be binding.

3.3 SUBSTITUTIONS

- A. To obtain approval to use unspecified products, Bidders shall submit a written request to the Architect a minimum four (4) days before receipt of bids. Requests received after this time will not be considered.

See 01 60 00 Product Requirements for Substitution Request Form

- B. Submit, with the request, all-necessary samples and substantiating data to prove equal quality and performance to the product originally specified.
- C. If proposed product is accepted, an addendum will be issued to Bidders a minimum three (3) days before receipt of bids and will become part of the Contract Documents.
- D. Only substitutions accepted by addendum are binding.
- E. No substitutions will be allowed after receipt of bids.

3.4 CODES, ORDINANCES AND REGULATIONS

- A. Furnish and install all labor and material according to latest codes, ordinances and regulations for all governing bodies having project jurisdiction.
- B. The quality of labor and material shall be as required by drawings and specifications except when exceeded by local codes, ordinances, or regulations.
- C. Contracts for work under this bid will require the Contractor and subcontractors to maintain policies of employment and to pay wage rates as described in the General Conditions and/or this Section.

3.5 BASIS OF BID

- A. SECTION 1.2 SUMMARY OF WORK describes the basis of bids.
- B. A Stipulated Sum bid is to be provided.
- C. The Bidder shall include all unit cost items and allowances included in the Proposal Form. Bids, which are incomplete, conditional, obscure or which contain additions not asked for will be subject to rejection.

3.6 PREPARATION AND SUBMITTAL OF BID

- A. Bids are due no later than and will be publicly opened and read at the time, date and location noted in **Section 1.8 A. BID RECEIPT**.
- B. The Bidder shall fill in all blanks by typing or lettering in ink. Sums are to be given both numerically and written, with the amount written in words to govern in case of discrepancy. Bid shall give legal name of Bidder and shall be signed by a person legally authorized to bind the Bidder to a contract.
- C. All addenda received by the Bidder shall be acknowledged by placing all identifying addendum numbers and dates on bid proposal form.
- D. Two copies of the Proposal Form are to be provided. Xerographic reproduction of blank Proposal Form may be used for second copy. The Bidder shall fill in and submit the proposal form in duplicate.
- E. Required documentation to be submitted with the bid:
 - 1. Signed Bid Form
 - 2. Signed Iran Economic Sanctions Act Certification
 - 3. Signed Statement Regarding Familial Relationship
 - 4. Bid bond
- F. Bids may be submitted via mail, email, delivery or fax.
- G. Failure to submit the minimum requirements may render the bid unresponsive and may eliminate the bid from consideration for award.
- H. The bidding contractor is solely responsible for the timely delivery of the proposal. Submissions received after the posted due date and time will be returned unopened. No employee of Harbor Springs Public Schools will be held responsible for prematurely opening an incorrectly addressed bid proposal.
- I. All program and contract administration costs must be spelled out, including subcontracting, managing, documentation, containment, reporting, installation, delivery, service, maintenance, material and consumables, and replacement costs. Harbor Springs Public Schools will not accept hidden costs or fees not otherwise documented.

3.7 BID SECURITY

- A. A bid Security is required to accompany each bid in the amount of five percent (5%) of total base bid in the form of a cashier's check or bid bond, made payable to the Owner, and insured by a licensed surety doing business in the State of Michigan.
- B. Failure to furnish Bid Bond at time of bid opening will be cause for rejection of bid.
- C. Bid Bonds will be returned to unsuccessful Bidders after bid opening. Bond will be returned to successful Bidder after execution of further documents and bonds required by the specifications.
- D. Owner reserves the right to retain security of the three lowest Bidders until it has entered into contract with one of the Bidders or until sixty (60) days after bid opening date. If any Bidder refuses to enter into a contract, Owner will retain his bond as liquidated damage.

3.8 BID MODIFICATION AND WITHDRAWAL

- A. Bid may NOT be modified, withdrawn, or canceled for sixty (60) days after date of bid opening.
- B. Prior to bid date and time, Bidder may modify, cancel, withdraw and/or resubmit his bid in person or by signed, written notice. Notice must be mailed to party receiving bids, in confirming envelope, post-marked before date and time of receipt of bids. Modification of bids may require modification of bid security.

3.9 GUARANTY BONDS AND INSURANCE

- A. Refer to Section 007300 Supplementary Conditions for requirements.

3.10 SELECTION OF SUCCESSFUL BIDDER AND CONTRACT AWARD

- A. Owner reserves the right to waive bid irregularities and to accept the bid in the Owner's best interest and to award to other than the low bid.
- B. Owner reserves the right to reject any or all bids where incomplete or irregular, lacking bid bond, data required by bidding documents, or where proposals exceed funds available.
- C. The Owner will consider the qualification and experience of the Bidder and the amount of the bid when determining the award of the contract.
- D. If requested, the Bidders under consideration for award of contract shall submit a contractor's solvency qualification statement.
- E. Before award of contract, considered Bidder will be notified in writing if the Owner has reasonable objection to a person or entity proposed by Bidder. Bidder may then withdraw bid, or submit substitute person or entity together with adjustment in bid for Owner's acceptance or disqualification. In event of withdrawal by Bidder or disqualification by Owner, bid security will not be forfeited.
- F. Sub-contracts, material and equipment contract shall not be awarded until they have been accepted by the Owner.
- G. This bid in no manner obligates Harbor Springs Public Schools to the eventual contract for any items described, implied, or which may be proposed, until confirmed by written agreement issued by the Purchasing Department and may be terminated by Harbor Springs Public Schools without penalty or obligation at any time prior the issuance of an award.

3.11 ADDITIONAL WORK

- A. All requests for work that will require additional payment beyond the original scope of work must be submitted to the Owner's PM prior to execution of the work. Failure to obtain advanced written approval may result in non-payment.

3.12 PREVAILING WAGE REQUIREMENT- this is **NOT** a prevailing wage project.**3.13 INSURANCE REQUIREMENTS**

- A. Refer to Section 00 7300 Supplementary Conditions for requirements.
- B. Contractor agrees to provide the following **minimum insurance coverage**:
1. Worker's compensation insurance at the current statutory limits
 2. Employer's liability insurance, in conjunction with worker's compensation insurance, for claims for damages because of bodily injury, occupational sickness or disease or death of an employee when worker's compensation may not be an exclusive remedy, subject to a limit of liability of not less than \$1,000,000.
 3. Commercial general liability insurance for claims for damages because of bodily injury or death of any person, other than the contractor's employees, or damage to tangible property of others, including loss of use resulting there from, to the extent that such kinds of liability are not insured by other specific liability insurance and are ordinarily insurable under commercial general liability insurance, subject to bodily injury limits of not less than \$1,000,000; personal injury coverage limits of not less than \$1,000,000; property damage limits of not less than \$1,000,000; and sexual abuse, sexual molestation and sexual misconduct coverage subject to limits of not less than \$1,000,000; or combined bodily injury/property damage/sexual abuse, sexual molestation and sexual misconduct of not less than \$5,000,000. A combination of primary and/or umbrella/excess policies may be utilized.
 4. Contractual liability insurance of not less than \$1,000,000 for claims concerning indemnification for errors, omissions or negligent acts in the course of the professional service or other provision within this contract to the extent that such kinds of contractual liability are insurable.
 5. Policies must be primary.
 6. Contractor must furnish to Harbor Springs Public Schools, certificates of insurance evidencing the above coverage. Certificates must be provided before contractor commences contract duties and prior to each policy renewal, or contract duties will not be allowed to commence or continue.
 7. Certificates of insurance relating to the policies required under this award must contain the following words: "It is agreed that this insurance will not be canceled, not renewed or the limits of coverage in any way reduced without providing a minimum of thirty [30] days advance written notice and ten [10] days for non-payment of premium sent by mail to: Harbor Springs Public Schools, 800 Spring Street, Harbor Springs, Michigan 49740.
 8. Proof of such policies must be provided to the Buyer prior to the commencement of any work.
 9. Contractor waives any and all rights of subrogation, with regard to property insurance, against Owner.

3.14 ADDITIONAL TERMS & CONDITIONS

- A. The Contractor, and the agents and employees of the Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers, employees, or agents of Harbor Springs Public Schools.
- B. Upon request Contractor will provide Harbor Springs Public Schools with Material Safety Data Sheets [MSDS] for all chemicals, glues, cleaning solvents, etc. used in the building

prior to, during or following the work to be performed. Such sheets shall be submitted to the following address:

Harbor Springs Public Schools
800 South Spring Street
Harbor Springs, Michigan 49740

- C. Contractors who must access a confined space or permit-required confined space to fulfill the service they provide to Harbor Springs Public Schools must submit a current confined space training program, and/or a permit [for permit-required confined space entry] to the Owner's Project Manager.
- D. Access to confined spaces and permit-required confined spaces will only be given after a notice to enter has been given to the Owner's Project Manager, and only then after [s]he has confirmed receipt of the contractor's current confined space training program and/or permit.
- E. Owner will not pay for any information requested herein, nor is it liable for any costs incurred by the contractor in responding to this request. Submitted proposals will not be returned and may be subject to the Freedom of Information Act.
- F. The Contractor agrees to indemnify, defend and hold harmless Harbor Springs Public Schools, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all Contractors, subcontractors, material persons, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract; from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this agreement; or from any misrepresentation or breach of warranty by the Contractor.
- G. The contractor shall be responsible for maintaining satisfactory standards of employees' competency, conduct, courtesy, language, appearance, honesty, and integrity, and shall be responsible for taking such disciplinary action with respect to any employee, as may be necessary. Harbor Springs Public Schools may request the contractor to immediately remove from this assignment any employee found unfit to perform duties due to one or more of the following reasons:
 - 1. Neglect of duty
 - 2. Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions or fighting
 - 3. Theft, vandalism, immoral conduct or any other criminal action
 - 4. Selling, consuming, possessing, or being under the influence of intoxicants, including alcohol, or illegal substances while on assignment for TCAPS.
- H. The Contractor shall be responsible to Harbor Springs Public Schools for the acts and omissions of all his/her employees and all Subcontractors, their agents and employees, and all other persons performing any of the work under a contract with the Contractor.
- I. Harbor Springs Public Schools shall have the right to terminate the award with the Contractor without penalty pursuant to thirty (30) days written notice of termination to the Contractor under the following circumstances:
 - 1. Default of Contractor - It shall be considered a default whenever the Contractor shall:
 - a. Disregard or violate the material provisions of the contract documents or College instructions; violate applicable law, regulation or guidance of any governmental authority; present an unreasonable risk of personal injury

or property damage; or failure to execute the work according to the agreed schedule of completion and/or time of completion specified, including extensions thereof or fail to reach agreed upon performance results.

- b. Declare bankruptcy, become insolvent, or assign company assets for the benefit of credits.
2. Lack of Funds of Harbor Springs Public Schools - Lack of funds shall be construed to mean when Harbor Springs Public Schools, in the judgment of its Chief Financial Officer, determines that it cannot continue the funding of its contract services, without undue hardship to Harbor Springs Public Schools.
3. Termination of contract services will be rendered if it is construed by Harbor Springs Public Schools to be in its best interests for serving the community and its students, faculty, and staff.

Any different or additional terms and conditions contained in the Contractor's acknowledgement forms or documents furnished by the Contractor are rejected by the Buyer and are not a part of the agreement between the parties.

END OF SECTION 00 21 13

SECTION 00 41 00
BID FORM

THE PROJECT AND THE PARTIES

TO:

Owner: Harbor Springs Public Schools, 800 Spring Street, Harbor Springs, MI 49740

FOR:

Harbor Springs High School – Flooring and Locker Project, Project No. 21.504

DATE: _____ (Bidder to enter date)

SUBMITTED BY: (Bidder to enter name and address)

Bidder's Full Name _____

Address _____

City, State, Zip _____

OFFER

Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by the Architect for the above-mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:

_____ dollars

(\$ _____), in lawful money of the United States of America.

We have included the required security deposit as required by the Instruction to Bidders.

All applicable federal taxes are included and State of Michigan taxes are included in the Bid Sum.

ACCEPTANCE

This offer shall be open to acceptance and is irrevocable for **sixty days (60)** from the bid closing date.

If this bid is accepted by Owner within the time period stated above, we will:

- Execute the Agreement within seven days of receipt of Notice of Award.
- Furnish the required bonds within seven days of receipt of Notice of Award.
- Commence work within seven days after written Notice to Proceed of this bid.

If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.

In the event our bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

CONTRACT TIME

Complete the Work by date established for Substantial Completion in Section 00 73 00 - Supplementary Conditions.

CHANGES TO THE WORK

Refer to Document 00 73 00 - Supplementary Conditions for net cost plus the percentage fee amount for overhead and profit on additional work and work deleted from the project.

ADDENDA

The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.

Addendum # _____ Dated _____.

Addendum # _____ Dated _____.

Addendum # _____ Dated _____.

Addendum # _____ Dated _____.

BID FORM SIGNATURE(S)

The Corporate Seal of

*(Bidder - print the full name of your firm)
was hereunto affixed in the presence of:*

(Authorized signing officer, Title, Seal)

(Authorized signing officer, Title)

If the Bid is a joint venture or partnership, add additional forms of execution for each member of the joint venture in the appropriate form or forms as above.

END OF 00 41 00 – BID FORM

SECTION 00 45 50
STATEMENT REGARDING FAMILIAL RELATIONSHIP

I am the _____ of _____, a bidder on a
(Title) *(Company Name)*
construction project for **Harbor Springs Public Schools** that involves the construction of a new school building.

I have personal knowledge and/or I have personally verified that the following are all of the familial relationships existing between the owner(s) and employee(s) of the aforementioned contractor and the school district's superintendent and/or board members.

The following are the familial relationship(s):

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

(Attach additional pages if necessary to disclose familial relationships)

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 the construction project.

There is no familial relationship that exists between the owner(s) and employee(s) of the aforementioned contractor and the school district's superintendent and/or board members.

BIDDER'S FIRM NAME _____

BY (SIGNATURE) _____

PRINTED NAME AND TITLE _____

Subscribed and sworn before me, this _____

Seal:

day of _____, 2022, a Notary Public

In and for _____ County, _____

Signature

My commission expires _____

END OF SECTION 00 45 50

**SECTION 00 45 51
IRAN ECONOMIC SANCTIONS ACT CERTIFICATION**

I am the _____ of _____, a bidder on a
(Title) (Company Name)

construction / improvement project for **Harbor Springs Public Schools**.

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

I have 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 certify that this Bidder or any subcontractors to this 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.

BIDDER'S FIRM NAME _____

BY (SIGNATURE) _____

PRINTED NAME AND TITLE _____

Subscribed and sworn before me, this _____ Seal:

day of _____, 2021, a Notary Public

In and for _____ County, _____

Signature

My commission expires _____

END OF SECTION 00 45 51

SECTION 00 52 13

AGREEMENT

FORM OF AGREEMENT

- A. Type of Contract
 - 1. Project will be constructed under a single prime contract.
 - 2. The Contract form of agreement between the Owner and Contractor shall be: according to **AIA document A104-2017**. (*Standard Abbreviated Form of Agreement Between the Owner and Contractor*)

END OF SECTION 00 52 13

SECTION 00 72 00
GENERAL CONDITIONS

FORM OF GENERAL CONDITIONS

AIA Document A201-2017, General Conditions of the Contract for Construction, 2017 Edition, is the General Conditions between the Owner and Contractor.

Copies of *AIA Document A201-2017* may be purchased and downloaded by interested parties from the following:

American Institute of Architects US <https://documentsondemand.aia.org>

SUPPLEMENTARY CONDITIONS

Refer to Section 00 73 00 for amendments to these General Conditions.

END OF 00 72 00 - GENERAL CONDITIONS

SECTION 00 73 00
SUPPLEMENTARY CONDITIONS

The following supplements modify AIA Document A201, "General Conditions of the Contract for Construction", Sixteenth Edition, copyright 2017. Where a portion of the General Conditions is modified or deleted by these Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect.

ARTICLE 1, GENERAL PROVISIONS

1.1 Basic Definitions

1.1.1 Under this Subparagraph, "The Contract Documents", add the following:

"1.1.1.1 No provisions of any standard specification, manual or code referenced in the Contract Documents shall be effective to change the duties and responsibilities of the Owner, Contractor or Architect, or any of their consultants, agents or employees from those set forth in the Contract Documents, nor to assign to the Architect, or any of the Architect's consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 4.2.2 or 4.2.3.

1.1.5 The Drawings. Add to the end of the subparagraph the following:

"The Drawings shall not be scaled for measurements nor serve as shop drawings."

Add new subparagraph 1.1.9 "WCPRs" as follows:

"1.1.9 WCPRs (Work Changes Proposal Request)

WCPRs are a written notice by the Owner to the Contractor requesting a itemized cost quotation for an addition, deletion, or revision in the Work, issued after award of Contract. WCPRs are not an order or authorization to proceed with any changes in the Work."

1.2 Correlation and Intent of Contract Documents

1.2.2 Amend 1.2.2, Organization of the Specification...", by adding the following;

"... Sections of Division 1, General Requirements, govern the execution of all Sections of the Specifications."

ARTICLE 2, OWNER

2.3 Information and Services Required of the Owner

2.3.6 Delete subparagraph 2.2.5 in its entirety.

2.5 Owner's Right to Carry Out the Work

2.5 Delete the last two sentences of this subparagraph and insert the following in its place.

"If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner within ten (10) days if written notice to the Contractor of the amount of such difference."

ARTICLE 3, CONTRACTOR

3.3 Supervision and Construction Procedures

3.3.4 Add the following:

"3.3.4 It shall be the responsibility of the Contractor (1) to review any specified construction or installation procedure (including those recommended by manufacturers); (2) to advise the Owner (a) if the specified procedure deviates from good construction practice, or (b) if following the procedure will affect any warranties, including the Contractor's general warranty; and (3) to propose an alternative procedure which the Contractor will warrant."

3.4 Labor and Materials

3.4.4 Add the following:

"3.4.4 Unless otherwise provided in the Contract Documents, the Contractor shall establish the Contractor's own work week and hours of work as required to properly man the Project and to maintain the progress of the Work. The Contractor shall pay the cost of overtime labor required to maintain progress of the Work, and overtime labor otherwise required by the Contract Documents."

3.4.5 Add the following:

"3.4.5 Possession, sale, or consumption of alcoholic beverages on the construction site is strictly prohibited. The unlawful manufacture, distribution, dispensation, possession or use of drugs is prohibited on the construction site."

3.5 Warranty

3.5.1 Add the following sentence to the end of the paragraph.

"The Contractor will not be relieved of the general warranty obligation by (1) the specification of products covered by proprietary specifications or (2) as a result of construction procedures specifically required by the Contract Documents."

3.6 Taxes

3.6 Add the following sentence to the end of the paragraph:

"...Although the Owner is exempted from certain taxes on direct purchases, the Contractor and Subcontractor are not exempt from State of Michigan Sales and Use Taxes applicable to the Work or portion thereof."

3.9 Superintendent

3.9.1 Amend 3.9.1 by adding the following:

“3.9.1.1 The Contractor’s Superintendent or other authorized representative shall remain in attendance at the site at all times, including overtime hours, when any portion of the Work is being performed.”

3.13 Use of Site

3.13.1 Add “the directions of the Owner” to 3.13.1, to read in part as follows:

“... The Contractor shall confine operations at the site to areas permitted by applicable law, statutes, ordinances, codes, rules and regulations, permits, the directions of the Owner and the Contract Documents...”

ARTICLE 4, ARCHITECT

4.1 General

4.1.1 Add the following to the end of subparagraph 4.1.1:

“The term Architect is synonymous with the term Architect/Engineer and Engineer.”

ARTICLE 7, CHANGES IN THE WORK

7.1 General

7.1.1 Add the following:

“.1 Definition: WCPR – Work Changes Proposal Request

.2 After award of Contract, the Owner may issue WCPRs which constitute a notice of a proposed change. WCPRs include a written description of the proposed change, WCPRs will not serve as an order to perform the work. Drawings or Specifications may, or may not, be issued to describe aspects of the proposed change. The Contractor shall review the complete WCPR, current Contract Documents and submittals to determine changes or corrections necessary for the Work to conform to the proposed change.

.3 Within ten days of receipt of a WCPR, the Contractor shall submit to the Owner, for review and acceptance or rejection, duplicate copies of the cost quotation for the proposed change. Cost quotation shall itemize quantities, unit costs and total cost of materials, hours of labor, hourly rates and total labor charges; copies of detailed quotations from subcontractors where applicable, and the percentage fee applicable to the particular class or classes of work.”

7.1.4 Add the following:

“7.1.4 Where change in the Work requires overtime labor, and the Owner approves in advance such overtime labor, the cost to the Owner of overtime labor shall be determined by the actual premium wages paid for such overtime labor, over and above the cost of

straight time wages, plus payroll charges applicable thereto, plus the cost of direct additional expenses relating to the overtime work, plus a percentage for the Contractor's overhead cost as stipulated in the Contract. No Contractor's profit shall be included in such cost. Overtime labor occasioned per Subparagraph 3.4.3 shall be at no additional cost to the Owner."

7.3 Construction Change Directives

7.3.4 Delete Subparagraph 7.3.4.5 in its entirety.

7.3.7 Add new Subparagraph as follows:

"7.3.4.6 In Subparagraph 7.3.4, the allowance for combined overhead and profit included in the total cost to the Owner shall be based on the following schedule:

1. Contractor: For Work performed by the Contractor's own forces allowance shall be 15%.
2. Subcontractor: For Work performed by the Contractor's Subcontractors the allowance shall be 5%.
3. Cost to which overhead and profit is to be applied shall be determined in accordance with Subparagraph 7.3.7. Overhead expenses shall include Supervision, superintendence, wages of time keepers and clerks, hand tools, field office expenses, and all other costs not described in Subparagraph 7.3.7.
4. In order to facilitate review of quotations for extras or credits, all proposals shall be accompanied by a complete itemization of costs including labor, materials and Subcontractors. Labor and materials shall be itemized in the manner prescribed above.
5. General Conditions charges for time extensions caused by Owner approved changes in the Work shall be limited to the daily pro-rate cost of fixed field office expenses, plus the hourly charges for management and support staff assigned directly to the Project. The labor charges shall be billed on a fixed hourly classification rate basis which shall remain in effect the life of the Project.
6. All General Conditions charges for time extensions shall be separately identified and submitted for approval to the Owner as a part of the Contractor's pricing for any additional work requested."

ARTICLE 8, TIME

8.3 Delays and Extensions of Time

8.3.1. To the end of the subparagraph add the following:

"However, minor modifications in Contract Time resulting from adjustments in the Project construction schedule shall not be deemed cause for action under this Subparagraph 8.3.1."

ARTICLE 9, PAYMENTS AND COMPLETION

9.1 Contract Sum

9.1.2 Add the following:

“9.1.2 The Contract Sum and all adjustments thereto shall be rounded off to the nearest dollar.”

9.3 Applications for Payment

9.3.1 Add the following:

“9.3.1.3 Until final payment, Substantial Completion, per 9.8.5, the Owner will pay 90 percent of the amount due the Contractor on account of progress payments. If the manner of completion of the Work and its progress are, and remain satisfactory to the Owner, and in the absence of other good and sufficient reasons, for Work shown to be 50 percent or more complete in the Application for Payment. The Architect will, without reduction of previous retainage, on presentation by the Contractor of Consent of Surety for each Application, certify remaining progress payments for each Work category to be paid in full.

9.3.1.4 The Owner may reinstate the full Contract retainage if the manner of completion of the Work and its progress do not remain satisfactory to the Architect, or if the Surety withholds its consent, or for other good and sufficient reasons.”

9.3.2 Add the following, regarding materials or equipment stored on or off the site:

“9.3.2.1 For each material or equipment stored on or off the site the Contractor shall submit with the Application for Payment a certificate of insurance or a bond against loss incurred by damage, theft or otherwise, naming the Owner as insured, co-insured, or payee, to remain in effect until the material or equipment is incorporated into the Work.

9.3.2.2 Such material or equipment stored off the site shall be stored in a bonded warehouse, with the Owner named as payee on the bond.”

ARTICLE 10, PROTECTION OF PERSONS AND PROPERTY

10.2 Safety of Persons and Property

10.2.4 Delete the subparagraph in its entirety and add the following in its place.

“When use, or storage, of explosives or other hazardous materials or equipment or unusual methods are necessary to the execution of the Work, the Contractor shall give the Owner reasonable advance notice of the schedule related to application of these methods. The Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.”

ARTICLE 11, INSURANCE AND BONDS

11.1 Contractor's Insurance and Bonds

11.1.1 In the second line following the words, "...in the jurisdiction in which the Project is located", insert the words, "...and satisfactory to the Owner,...".

11.1.2 Add the following Clause 11.1.2.1

"11.1.2.1 The insurance required by Subparagraph 11.1.1 shall be written for not less than the following, or greater if required by law:

1. Workers' Compensation:
 - a. State: Statutory
 - b. Applicable Federal:(e.g., Longshoremen's) Statutory
 - c. Employer's Liability:

\$500,000	Per Accident
\$500,000	Disease, Policy Limit
\$500,000	Disease, each employee

2. Comprehensive or Commercial General Liability (including Premises Operations; Independent Contractor's Protective; Products and Completed Operations; and Broad Form Property Damage):
 - a. Bodily Injury:

\$1,000,000	Each Occurrence
\$1,000,000	Aggregate
 - b. Property Damage:

\$1,000,000	Each Occurrence
\$2,000,000	Aggregate
 - c. Products and Completed Operations \$1,000,000 Aggregate Insurance shall be maintained for two (2) years after final payment.
 - d. Property Damage Liability Insurance shall provide X, C and U coverage as applicable (Explosion, Collapse, Underground)

3. Contractor's Liability:
 - a. Bodily Injury:

\$1,000,000	Each Occurrence
\$1,000,000	Aggregate
 - b. Property Damage:

\$1,000,000	Each Occurrence
\$1,000,000	Aggregate

4. Personal Injury, with Employment Exclusions deleted. \$1,000,000 Annual Aggregate

5. Business Automobile Liability: Provide automobile insurance for registered vehicles per State of Michigan Act 294 of PA 1972, as amended, but with residual liability insurance of no less than the limits given below. Include an endorsement for

employer’s non-ownership liability coverage and for hired vehicles coverage. Further, provide insurance coverage for liability to the public for loss resulting from injury and/or death caused by the ownership, maintenance, or use of non-registered vehicles.

- a. Bodily Injury: \$1,000,000 Each Person
\$1,000,000 Each Occurrence
- b. Property Damage: \$1,000,000 Each Occurrence

- 6. If the General Liability coverages are provided by a Commercial Liability policy, the:
 - a. General Aggregate shall be not less than \$2,000,000 and it shall apply, in total, to this Project only.
 - b. Fire Damage Limit shall be not less than the value of the building.

- 7. Umbrella Excess Liability: \$3,000,000 Each Person
\$3,000,000 Each Occurrence

- 8. Aircraft Liability: When Aircraft (owned and non-owned) are used in the performance of the Contract, the limits shall be as proposed by the Contractor and approved by the Owner.
- 9. Watercraft Liability: When Watercraft (owned and non-owned) are used in the performance of the Contract, the limits shall be as proposed by the Contractor and approved by the Owner.

11.1.2.2 add the following:

“ 11.1.2.2 The Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder. Bonds may be obtained through the Contractor’s usual source, provided that such source is licensed to do business in the State of Michigan, and is listed in the current Federal Register and has an A.M. Best rating of B+ or higher. The amount of each bond shall be equal to One Hundred percent (100%) of the Contract Sum.

11.1.2.3 add the following:

11.1.2.3 The Contractor shall deliver the required bonds to the Owner not later than three days following receipt of a letter of intent.

11.1.2.4 add the following:

11.1.2.4 The Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.”

11.1.3 Add the following:

“11.1.3.1 The Contractor shall furnish one copy of each of Certificates of Insurance herein required for each copy of the Agreement which shall specifically set forth evidence of all coverage required by Subparagraph 11.1.1 and 11.1.2. The form of the Certificates shall be AIA Document G705, Certificate of Insurance. The Contractor shall furnish to the Owner copies of all endorsements that are subsequently issued amending coverage or limits. Deliver Owner’s copies of Certificates of Insurance to:

Michael Behrmann - Superintendent
Harbor Springs Public Schools
800 Spring Street
Harbor Springs, MI 49740.

11.1.3.2 The Owner shall be identified on the Certificate as “**additional named insureds.**”

11.1.5 Add the following:

“11.1.5.1 Liability Insurance shall include all major divisions of coverage and be on a comprehensive basis including; 1) Premises Operations (including X, C and U as applicable); 2) Independent Contractors’ Protective; 3) Products and Completed Operations; 4) Personal Injury liability with Employment Exclusions deleted; 5) Contractual, including specified provisions for Contractor’s obligation under Paragraph 3.18; 6) Owned, non-owned and hired motor vehicles; 7) Broad Form Property Damage including Completed Operations; 8) Umbrella Excess Liability; and 9) Other coverages, if any.

11.1.5.2 If the General Liability coverages are provided by a Commercial General Liability Policy on a claims-made basis, the policy date or Retroactive Date shall predate the Contract; the termination date of the policy or applicable extended reporting period shall be no earlier that the termination date of coverages required to be maintained after the final payment, certified in accordance with the Subparagraph 9.10.2.”

11.1.6 add the following:

“11.1.6 The Contractor shall at the Contractor’s own expense provide insurance coverage for materials stored off the site after written approval of the Owner at the value established in the approval, and also for portions of the Work in transit until such materials are permanently attached to the Work.”

11.1.7 add the following:

“11.1.7 The insurance required by Section 11.1 is not intended to cover machinery, tools or equipment owned or rented by the Contractor that are utilized in the performance of the Work but not incorporated into permanent improvements. The Contractor shall, at the Contractor’s own expense, provide insurance for owned or rented machinery, tools or equipment which shall be subject to the provisions of 11.1.”

11.3. Waivers of Subrogation

"Delete 11.3 Waivers of Subrogation in its entirety."

ARTICLE 13 - MISCELLANEOUS PROVISIONS

Added Paragraph 13.8 as follows:

"13.6 Equal Opportunity for Employment

13.6.1 Contractors shall comply with all applicable provisions of the Owner's Fair Employment Practices Agreement, the Federal Civil Rights Act and Michigan Fair Employment Practices Act. Violation of provisions of any of these documents shall be cause for cancellation of this contract.

13.6.2 Contractors, in accordance with the Michigan Fair Employment Practices Act, to the extent such act is applicable , shall not discriminate against any employee or applicant for employment, to be employed in the performance of such contract, with respect to the hiring, tenure, terms, conditions, privileges of employment, or any matter directly or indirectly related to employment because of race, color, religion, national origin, ancestry (or age, or sex, except where based on a bona fide occupational qualification)."

15.3 Mediation

15.3.5 Add the following Subparagraph:

"15.3.5 Mediation proceedings and communications shall remain private."

15.4 Arbitration

Delete Section 15.4 Arbitration, in its entirety.

END OF 00 73 00 - SUPPLEMENTARY CONDITIONS

SECTION 01 11 00

SUMMARY

PART 1 GENERAL

1.01 PROJECT

- A. Project Name: Harbor Springs High School – First Floor Painting Project
- B. Owner's Name: Harbor Springs Public Schools
- C. Architect's Name: Cornerstone Architects
- D. The project is:

Project at Harbor Springs High School, 500 North Spring Street, Harbor Springs, MI 49740

The Project Description:

The scope of the work includes a Contract for, but is not limited to: Painting of existing walls, acoustical panels, bulkheads, and some mechanical and structural elements indicated within the Scope of Work on the Contract Documents.

The construction period begins June 10, 2022 with Substantial Completion on August 20, 2022.

1.02 CONTRACT DESCRIPTION

- A. Contract Type: A single prime contract based on a Stipulated Sum Price as described in Section 00 52 13 - Agreement.
- B. Harbor Springs Public Schools will be acting as the Construction Manager for each project and for a floor replacement project happening concurrent with these projects. The contact person for Harbor Springs Public Schools is Ron Ouellette - Director of Facilities, rouellette@harborps.org, 231-838-3743

1.03 DESCRIPTION OF WORK

- A. Painting of existing wall in corresponding areas to floor and locker replacement, including repainting of existing acoustical wall panels and exposed mechanical and structural elements in Main Concourse area.

1.04 OWNER SCHEDULE

- A. Harbor Springs Public Schools Board Approval: the week of May 23-27, 2022 at a Special Board of Education Meeting, Date and Time to be determined.
- B. Construction Start: June 10, 2022
- C. Substantial Completion: August 20, 2022

1.05 OWNER OCCUPANCY

- A. Owner intends to occupy the Project throughout construction.
- B. Schedule the Work to accommodate Owner occupancy.

1.06 CONTRACTOR USE OF SITE AND PREMISES

- A. Construction Operations: Limited to areas noted on Drawings.
 - 1. Work involving floor finish replacement and re-painting of adjacent wall and bulkhead surfaces by other trades could potentially be happening concurrently in the same areas.
- B. No Smoking on the premises of the school property is allowed for the full duration of the project.
- C. Provide access to and from site as required by law and by Owner:
 - 1. Do not obstruct roadways, sidewalks, or other public ways without permit.
- D. Time Restrictions:
 - 1. Limit conduct of especially noisy work to the hours of 8:00 am to 5:00 pm.
- E. Temporary Utilities
 - 1. General Contractor is responsible for provision and payment for temporary utilities during construction.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION 01 11 00

SECTION 01 20 00

PRICE AND PAYMENT PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Procedures for preparation and submittal of applications for progress payments.
- B. Documentation of changes in Contract Sum and Contract Time.
- C. Change procedures.
- D. Correlation of Contractor submittals based on changes.
- E. Procedures for preparation and submittal of application for final payment.

1.02 RELATED SECTIONS

- A. Document 00 72 00 - General Conditions: Additional requirements for progress payments, final payment, changes in the Work.
- B. Document 00 73 00 - Supplementary Conditions: Percentage allowances for Contractor's overhead and profit.

1.03 SCHEDULE OF VALUES

- A. Submit a printed schedule on AIA Form G703 - Application and Certificate for Payment Continuation Sheet.
- B. Submit Schedule of Values in duplicate within 7 days after date of Owner-Contractor Agreement.
- C. Format: Utilize the Table of Contents of this Project Manual. Identify each line item with number and title of the specification Section. Identify site mobilization and bonds and insurance. Also identify administrative and procedural requirements, temporary facilities and controls, final cleaning, operation data, and list of Alternates.
- D. Include within each line item, a direct proportional amount of Contractor's overhead and profit.
- E. Revise schedule to list approved Change Orders, with each Application For Payment.

1.04 APPLICATIONS FOR PROGRESS PAYMENTS

- A. Payment Period: Submit at intervals stipulated in the Agreement.
- B. Present required information in typewritten form.
- C. Form: AIA G702 Application and Certificate for Payment and AIA G703 - Continuation Sheet including continuation sheets when required.
- D. Execute certification by signature of authorized officer.
- E. Use data from approved Schedule of Values. Provide dollar value in each column for each line item for portion of work performed and for stored Products.
- F. List each authorized Change Order as a separate line item, listing Change Order number and dollar amount as for an original item of Work.

- G. Submit three copies of each Application for Payment.
- H. Include the following with the application:
 - 1. Transmittal letter as specified for Submittals in Section 01 30 00.
 - 2. Construction progress schedule, revised and current as specified in Section 01 30 00.
 - 3. Partial release of liens from major Subcontractors and vendors.
 - 4. Affidavits attesting to off-site stored products.
 - 5. Contractor's Reuse, Recycling, and Disposal Report in Section 01 74 19.
- I. When Architect requires substantiating information, submit data justifying dollar amounts in question. Provide one copy of data with cover letter for each copy of submittal. Show application number and date, and line item by number and description.

1.05 MODIFICATION PROCEDURES

- A. Submit name of the individual authorized to receive change documents and who will be responsible for informing others in Contractor's employ or Subcontractors of changes to the Work.
- B. Architect will advise of minor changes in the Work not involving an adjustment to Contract Sum or Contract Time as authorized by the Conditions of the Contract by issuing supplemental instructions on AIA Form G710.
- C. Construction Change Directive: Architect may issue a document, signed by Owner, instructing Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
 - 1. The document will describe changes in the Work, and will designate method of determining any change in Contract Sum or Contract Time.
 - 2. Promptly execute the change in Work.
- D. Proposal Request: Architect may issue a 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 and the period of time during which the requested price will be considered valid. Contractor shall prepare and submit a fixed price quotation within 7 days.
- E. Contractor may propose a change by submitting a Request for Change to Architect, describing the proposed change and its full effect on the Work, with a statement describing the reason for the change, and the effect on the Contract Sum 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 Section 01 60 00.
- F. Computation of Change in Contract Amount:
 - 1. For change requested by Architect for work falling under a fixed price contract, the amount will be based on Contractor's price quotation.
 - 2. For change requested by Contractor, the amount will be based on the Contractor's request for a Change Order as approved by Architect.
 - 3. For pre-determined unit prices and quantities, the amount is based on the fixed unit prices.
 - 4. For change ordered by Architect without a quotation from Contractor, the amount will be determined by Architect based on the Contractor's substantiation of costs as specified for Time and Material work.
- G. Substantiation of Costs: Provide full information required for evaluation.
 - 1. Provide following data:
 - a. Quantities of products, labor, and equipment.
 - b. Taxes, insurance, and bonds.

- c. Overhead and profit.
 - d. Justification for any change in Contract Time.
 - e. Credit for deletions from Contract, similarly documented.
 - 2. Support each claim for additional costs with additional information:
 - a. Origin and date of claim.
 - b. Dates and times work was performed, and by whom.
 - c. Time records and wage rates paid.
 - d. Invoices and receipts for products, equipment, and subcontracts, similarly documented.
 - 3. For Time and Material work, submit itemized account and supporting data after completion of change, within time limits indicated in the Conditions of the Contract.
- H. Execution of Change Orders: Architect will issue Change Orders for signatures of parties as provided in the Conditions of the Contract on AIA G701.
- I. After execution of Change Order, promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Sum.
- J. Promptly revise progress schedules to reflect any change in Contract Time, revise sub-schedules to adjust times for other items of work affected by the change, and resubmit.
- K. Promptly enter changes in Project Record Documents.

1.06 APPLICATION FOR FINAL PAYMENT

- A. Prepare Application for Final Payment as specified for progress payments, identifying total adjusted Contract Sum, previous payments, and sum remaining due.
- B. Application for Final Payment will not be considered until the following have been accomplished:
 - 1. Closeout procedures specified in Section 01 78 00.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION 01 20 00

Substitution Request Form *(for use during the Bidding Period)*

Substitution Requested by:

Contact Name: _____ Date: _____
 Firm Name: _____
 Firm Address: _____
 Phone #: _____ Fax #: _____

Product Information:

Specification Section Title: _____ Description: _____
 Specification Section No.: _____ Page: _____ Article/Paragraph: _____
 Proposed Substitution: _____
 Product Trade Name: _____
 Manufacturer: _____ Model No.: _____
 Phone: _____ ~ or ~ Website: _____

Attach appropriate Product Data to support the substitution requested:

- Attached data includes product description, specifications, drawings, photographs, performance and test data adequate for evaluation of the request; applicable portions of the data are clearly identified.
- Attached data also includes a description of changes to the Contract Documents that the proposed substitution will require for its proper installation. (Check all that applies, below)

The Undersigned certifies: *(check all appropriate boxes)*

- Proposed substitution has been fully investigated and determined to be equal or superior in all respects to specified product.
- Same warranty will be furnished for proposed substitution as for specified product.
- Same maintenance service and source of replacement parts, as applicable, is available.
- Proposed substitution will have no adverse effect on other trades and will not affect or delay progress schedule.
- Proposed substitution does not affect dimensions and functional clearances.
- Payment will be made for changes to building design, including A/E design, detailing, and construction costs caused by the substitution.

Submitted by (please print): _____

Signed: _____

A/E's REVIEW AND ACTION

- Substitution approved** –
 - Make submittals in accordance with Section 016000 - Substitution Procedures.
- Substitution approved as noted** _____
 - Make submittals in accordance with Section 016000 - Substitution Procedures.
- Substitution rejected – Use specified materials.**
- Substitution Request received too late** – Use specified materials.

Signature: _____ Date: _____

Supporting Data Attached:
 Drawings ____ Product Data ____ Samples ____ Tests ____ Reports ____ Other ____

END OF SUBSTITUTION REQUEST FORM

SECTION 01 26 10
REQUEST FOR INFORMATION FORM

Date:

To:

From:

Job Name: Harbor Springs High School- First Floor Painting Project

Job Number: 21.504

Referenced Drawing Sheet:
(if applicable)

Referenced Specification Sheet: (if applicable)

Question:

Name (Print):

Phone #

Fax #

E-MAIL

Need Response by: _____

SECTION 01 30 00

ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Pre-Construction meeting.
- B. Site mobilization meeting.
- C. Progress meetings.
- D. Construction progress schedule.
- E. Progress photographs.
- F. Coordination drawings.
- G. Submittals for review, information, and project closeout.
- H. Number of copies of submittals.
- I. Submittal procedures.

1.02 RELATED SECTIONS

- A. Section 01 70 00 - Execution Requirements: Additional coordination requirements.
- B. Section 01 78 00 - Closeout Submittals: Project record documents.

1.03 PROJECT COORDINATION

- A. Project Coordinator: General Contractor.
- B. Cooperate with the Project Coordinator in allocation of mobilization areas of site; for field offices and sheds, for vehicular access, traffic, and parking facilities.
- C. During construction, coordinate use of site and facilities through the Project Coordinator.
- D. Comply with Project Coordinator's procedures for intra-project communications; submittals, reports and records, schedules, coordination drawings, and recommendations; and resolution of ambiguities and conflicts.
- E. Comply with instructions of the Project Coordinator for use of temporary utilities and construction facilities.
- F. Coordinate field engineering and layout work under instructions of the Project Coordinator.
- G. Make the following types of submittals to Architect through the Project Coordinator:
 - 1. Requests for interpretation.
 - 2. Requests for substitution.
 - 3. Shop drawings, product data, and samples.
 - 4. Test and inspection reports.
 - 5. Manufacturer's instructions and field reports.
 - 6. Applications for payment and change order requests.
 - 7. Progress schedules.
 - 8. Coordination drawings.
 - 9. Closeout submittals.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PRECONSTRUCTION MEETING

- A. Architect will schedule a meeting after Notice of Award.
- B. Attendance Required:
 - 1. Owner.
 - 2. Architect.
 - 3. Contractor.
- C. Agenda:
 - 1. Execution of Owner-Contractor Agreement.
 - 2. Submission of executed bonds and insurance certificates.
 - 3. Distribution of Contract Documents.
 - 4. Submission of list of Subcontractors, list of Products, schedule of values, and progress schedule.
 - 5. Designation of personnel representing the parties to Contract, Contractor and Architect.
 - 6. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract Closeout procedures.
 - 7. Scheduling.
- D. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

3.02 SITE MOBILIZATION MEETING

- A. Architect will schedule a meeting at the Project site prior to Contractor occupancy.
- B. Attendance Required:
 - 1. Contractor.
 - 2. Owner.
 - 3. Architect.
 - 4. Contractor's Superintendent.
 - 5. Major Subcontractors.
- C. Agenda:
 - 1. Use of premises by Owner and Contractor.
 - 2. Owner's requirements and partial occupancy prior to completion.
 - 3. Construction facilities and controls provided by Owner.
 - 4. Temporary utilities should be included in contract.
 - 5. Building layout.
 - 6. Security and housekeeping procedures.
 - 7. Schedules.
 - 8. Application for payment procedures.
 - 9. Procedures for maintaining record documents.
 - 10. Requirements for start-up of equipment.
 - 11. Inspection and acceptance of equipment put into service during construction period.
- D. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

3.03 PROGRESS MEETINGS

- A. Schedule and administer meetings throughout progress of the Work at maximum two week intervals.
- B. Make arrangements for meetings; prepare agenda with copies for participants; preside at meetings.
- C. Attendance required, as appropriate to agenda topics for each meeting:
 - 1. Job superintendent
 - 2. Major Subcontractors and suppliers
 - 3. Owner
 - 4. Architect
- D. Agenda:
 - 1. Review minutes of previous meetings.
 - 2. Review of Work progress.
 - 3. Field observations, problems, and decisions.
 - 4. Identification of problems which impede planned progress.
 - 5. Review of submittals schedule and status of submittals.
 - 6. Review of off-site fabrication and delivery schedules.
 - 7. Maintenance of progress schedule.
 - 8. Corrective measures to regain projected schedules.
 - 9. Planned progress during succeeding work period.
 - 10. Coordination of projected progress.
 - 11. Maintenance of quality and work standards.
 - 12. Effect of proposed changes on progress schedule and coordination.
 - 13. Other business relating to Work.
- E. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

3.05 CONSTRUCTION PROGRESS SCHEDULE

- A. Within 7 days after date of the Agreement, submit preliminary schedule defining planned operations for the first 60 days of Work, with a general outline for remainder of Work.
- B. If preliminary schedule requires revision after review, submit revised schedule within 10 days.
- C. Within 14 days after review of preliminary schedule, submit draft of proposed complete schedule for review.
 - 1. Include written certification that major contractors have reviewed and accepted proposed schedule.
- D. Within 10 days after joint review, submit complete schedule.
- E. Submit updated schedule with each Application for Payment.

3.06 COORDINATION DRAWINGS

- A. Provide information required by Project Coordinator for preparation of coordination drawings.
- B. Review drawings prior to submission to Architect.

3.08 SUBMITTALS FOR REVIEW

- A. When the following are specified in individual sections, submit them for review:
1. Product data.
 - a. When product data submittals are prepared specifically for this project (in the absence of standard printed information) submit such information as shop drawings and not as product data submittals.
 - b. Content:
 - 1) Submit manufacturer's standard printed data sheets.
 - 2) Identify the particular product being submitted; submit only pertinent pages.
 - 3) Identify which options and accessories are applicable.
 - 4) Show compliance with the specific standards referenced.
 - 5) Show compliance with specified testing agency listings; show the limitations of the labels or seals, if any.
 - 6) Identify dimensions which have been verified by field measurement.
 - 7) Each copy of each such item shall be provided with clear space for application of Architect's/Engineer's acceptance/rejection stamp.
 2. Shop drawings.
 - a. Content: Include the following information:
 - 1) Clearly mark drawing with name of Architect/Engineer, project name and number, name of contractor and of supplier if same is not manufacturer of material.
 - 2) All field measurements that have been taken, at accurate scale.
 - 3) Names of specific products and materials used.
 - 4) Identify specification section where item/product is specified by Architect/Engineer.
 - 5) Details, identified by contract document sheet and detail numbers.
 - 6) Coordination requirements; show relationship to adjacent or critical work.
 - b. Preparation:
 - 1) Reproductions of contract documents are not acceptable as shop drawings.
 - 2) Space for architect's action marking shall be adjacent to the title block.
 3. Samples for selection.
 - a. Samples:
 - 1) Provide samples that are the same as proposed product.
 - 2) If, due to manufacturing tolerances, a quantity of a particular item is required to properly illustrate full range of color, texture or other variation that may be expected in finished work, such quantity shall be provided in duplicate
 - (a) Preparation:
 - (1) Samples shall be submitted for all items as requested by various specification sections. In addition, Architect/Engineer reserves the right to require samples of materials of workmanship when deemed necessary for review, even though samples may not have been required of material specified.
 - (2) Samples shall be submitted in duplicate, unless otherwise specified for a particular item under individual specification section.
 - (3) Each sample shall be clearly identified on tag attached, showing name of Architect/Engineer, project number and title, names of contractor, manufacturer (an supplier if same is not manufacturer), brand name or number identification, pattern color or finish designation and location in work.
 4. Samples for verification.
- B. Submit to Architect for review for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.
- C. Samples will be reviewed only for aesthetic, color, or finish selection.

- D. After review, provide copies and distribute in accordance with submittal procedures article below and for record documents purposes described in Section 01 78 00 - Closeout Submittals.

3.08 SUBMITTALS FOR INFORMATION

- A. When the following are specified in individual sections, submit them for information:
1. Design data.
 2. Certificates.
 3. Test reports.
 4. Inspection reports.
 5. Manufacturer's instructions.
 6. Manufacturer's field reports.
 7. Other types indicated
- B. Submit for Architect's knowledge as contract administrator or for Owner. No action will be taken.

3.09 SUBMITTALS FOR PROJECT CLOSEOUT

- A. When the following are specified in individual sections, submit them at project closeout:
1. Project record documents.
 2. Operation and maintenance data.
 3. Warranties.
 4. Bonds.
 5. Other types as indicated.
- B. Submit for Owner's benefit during and after project completion.

3.10 NUMBER OF COPIES OF SUBMITTALS

- A. Documents for Review:
1. Small Size Sheets, Not Larger Than 8-1/2 x 11 inches: Submit the number of copies which the Contractor requires, plus two copies which will be retained by the Architect.
 2. Larger Sheets, Not Larger Than 24 x 36 inches: Submit one reproducible transparency and one opaque reproduction.
 3. Sheets Larger than 11 by 17 inches:
 - a. Maximum sheet size: 24 by 36 inches.
 - 1) Exception: Full size pattern or template drawings.
 - b. Number of copies:
 - 1) Submittals for review:
 - (a) One correctable reproducible print, not folded and 3 of blue- or black-lin print(s).
 - (b) Reproducible and 2 prints will be returned.
 - c. Informational submittals:
 - 1) 2 copies of opaque prints.
 - 2) No copies will be returned unless action is required.
 4. Small Sheets or Pages:
 - a. Minimum sheet size: 8-1/2 by 11 inches.
 - b. Maximum sheet size for opaque copies: 11 by 17 inches.
 - c. Number of copies:
 - 1) Transparencies: Same as for larger sheets.
 - 2) Opaque copies:
 - (a) For review: 3 copies, 2 copies will be retained.
 - (b) Informational submittals: 2 copies.
 5. Samples:
 - a. 2 sets or items of each.

- b. 1 set or item will be returned.
 - c. If additional sets are needed by other entities involved in work represented by the samples, submit with original submittal.
 - d. Copies in excess of the number requested, will not be returned.
- B. Documents for Information: Submit two copies.
- C. Documents for Project Closeout: Make one reproduction of submittal originally reviewed. Submit one extra of submittals for information.
- D. Samples: Submit the number specified in individual specification sections; one of which will be retained by Architect.
- 1. After review, produce duplicates.
 - 2. Retained samples will not be returned to Contractor unless specifically so stated.

3.11 COORDINATION OF SUBMITTALS

- A. Submittals for activities that must be performed in sequence, coordinate submittals so that the architect has all the required information to properly review the submittals.

3.12 SUBMITTAL PROCEDURES

- A. Transmit each submittal with approved form.
- B. Sequentially number the transmittal form. Revise submittals with original number and a sequential alphabetic suffix.
- C. Identify Project, Contractor, Subcontractor or supplier; pertinent drawing and detail number, and specification section number, as appropriate on each copy.
- D. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of Products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with the requirements of the Work and Contract Documents.
- E. Deliver submittals to Architect at business address.
- F. For each submittal for review, allow 15 days excluding delivery time to and from the Contractor.
- G. Identify variations from Contract Documents and Product or system limitations which may be detrimental to successful performance of the completed Work.
- H. Provide space for Contractor and Architect review stamps.
- I. When revised for resubmission, identify all changes made since previous submission.
- J. Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with requirements.
- K. Submittals not requested will not be recognized or processed.
- L. Submittals will be reviewed, marked with appropriate action, and returned.
- 1. Stamped "action" markings:
 - a. "Reviewed" action: Submittal has been reviewed for compliance with construction documents, no additional action necessary.
 - b. "Reviewed as Noted" action: Submittal - according to Architect's review markings - has been reviewed and "marked up" for compliance with construction documents.

- c. "Revise and Resubmit" action: Revise the submittal or prepare a new submittal complying with the comments made. Do not proceed with work items as shown on the submittal until a "revised and resubmitted" submittal has been reviewed for compliance with construction documents by the Architect.

END OF SECTION 01 30 00

SECTION 01 40 00
QUALITY REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Quality assurance submittals.
- B. Independent Testing.
- C. Special Inspections.
- D. Mock-ups.
- E. Control of installation.
- F. Tolerances.
- G. Testing and inspection services.
- H. Manufacturers' field services.
- I. Defect assessment.

1.02 RELATED SECTIONS

- A. Section 00 72 00 - General Conditions: Inspections and approvals required by public authorities.
- B. Section 01 30 00 - Administrative Requirements: Submittal procedures.
- C. Section 01 42 19 - Reference Standards.
- D. Section 01 60 00 - Product Requirements: Requirements for material and product quality.

1.03 REFERENCES

- A. ASTM C 1021 - Standard Practice for Laboratories Engaged in Testing of Building Sealants; 2001.
- B. ASTM C 1077 - Standard Practice for Laboratories Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Laboratory Evaluation; 2005.
- C. ASTM C 1093 - Standard Practice for Accreditation of Testing Agencies for Unit Masonry; 1995 (Reapproved 2001).
- D. ASTM D 3740 - Standard Practice for Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction; 2004a.
- E. ASTM E 329 - Standard Specification for Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction; 2005.
- F. ASTM E 543 - Standard Practice for Agencies Performing Nondestructive Testing; 2004.

1.04 QUALITY ASSURANCE SUBMITTALS

- A. Testing Agency Qualifications:
 - 1. Prior to start of Work, submit agency name, address, and telephone number, and names of full time registered Engineer and responsible officer.
 - 2. Submit copy of report of laboratory facilities inspection made by NIST Construction Materials Reference Laboratory during most recent inspection, with memorandum of remedies of any deficiencies reported by the inspection.

- B. Design Data: Submit for Architect's knowledge as contract administrator or for the Owner, for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.

- C. Test Reports: After each test/inspection, promptly submit two copies of report to Architect and to Contractor.
 - 1. Include:
 - a. Date issued.
 - b. Project title and number.
 - c. Name of inspector.
 - d. Date and time of sampling or inspection.
 - e. Identification of product and specifications section.
 - f. Location in the Project.
 - g. Type of test/inspection.
 - h. Date of test/inspection.
 - i. Results of test/inspection.
 - j. Conformance with Contract Documents.
 - k. When requested by Architect, provide interpretation of results.

 - 2. Test reports are submitted for Architect's knowledge as contract administrator or for the Owner, for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.

- D. Certificates: When specified in individual specification sections, submit certification by the manufacturer and Contractor or installation/application subcontractor to Architect, in quantities specified for Product Data.
 - 1. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
 - 2. Certificates may be recent or previous test results on material or product, but must be acceptable to Architect.

- E. Manufacturer's Instructions: When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, for the Owner's information. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.

- F. Manufacturer's Field Reports: Submit reports for Architect's benefit as contract administrator or for Owner.
 - 1. Submit report in duplicate within 30 days of observation to Architect for information.
 - 2. Submit for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.

- G. Erection Drawings: Submit drawings for Architect's benefit as contract administrator or for Owner.
 - 1. Submit for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.
 - 2. Data indicating inappropriate or unacceptable Work may be subject to action by Architect or Owner.

- H. Testing Equipment: Calibrated at reasonable intervals with devices of an accuracy traceable to either the National Bureau of Standards (NBS) standards or to accepted values of natural physical constants.

1.05 TESTING AND INSPECTION SERVICES

- A. Owner will employ and pay for services of an independent testing agency to perform specified testing and inspection.
- B. As indicated in individual specification sections, Owner or Contractor shall employ and pay for services of an independent testing agency to perform other specified testing.
- C. Employment of agency in no way relieves Contractor of obligation to perform Work in accordance with requirements of Contract Documents.
- D. Contractor Employed Agency:
 - 1. Testing agency: Comply with requirements of ASTM E 329, ASTM E 543, ASTM C 1021, ASTM C 1077, and ASTM C 1093.
 - 2. Inspection agency: Comply with requirements of ASTM D3740 and ASTM E329.
 - 3. Laboratory: Authorized to operate in the State in which the Project is located.
 - 4. Laboratory Staff: Maintain a full time registered Engineer on staff to review services.
 - 5. Testing Equipment: Calibrated at reasonable intervals either by NIST or using an NIST established Measurement Assurance Program, under a laboratory measurement quality assurance program.

1.06 INDEPENDENT TESTING

- A. Independent testing agencies, whether employed by the Owner or the Contractor, may not change the requirements of the contract documents and may not approve any portion of the work.
 - 1. Soils engineer will have authority to approve or disapprove of all soil materials to be used, compactions reached, etc. on this project.
- B. Employment of testing agencies, by the Contractor or the Owner, shall not relieve the Contractor of his obligation to perform the work in accordance with the contract documents.

1.07 SPECIAL INSPECTIONS

- A. Special inspections as required by Michigan Building Code, 2015 edition, section 1704 will be paid for by the Owner. The contractor will be required to coordinate the testing schedule, timing, etc.

PART 2 PRODUCTS

2.01 GENERAL

- A. Asbestos: No asbestos containing materials have been specified for this project. No asbestos containing building materials or other materials shall be used or installed in the completion of this project. Contractors shall be responsible to provide, as requested, material safety data sheets for all materials used.

PART 3 EXECUTION**3.01 CONTROL OF INSTALLATION**

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect before proceeding.
- D. Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Have Work performed by persons qualified to produce required and specified quality.
- F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.
- G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, and disfigurement.

3.02 MOCK-UPS

- A. Tests will be performed under provisions identified in this section and identified in the respective product specification sections.
- B. Assemble and erect specified items with specified attachment and anchorage devices, flashings, seals, and finishes.
- C. Accepted mock-ups shall be a comparison standard for the remaining Work.
- D. Where mock-up has been accepted by Architect and is specified in product specification sections to be removed, remove mock-up and clear area when directed to do so.

3.03 TOLERANCES

- A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Architect before proceeding.
- C. Adjust products to appropriate dimensions; position before securing products in place.

3.04 TESTING AND INSPECTION SERVICES

- A. See individual specification sections for testing and inspection required.
- B. Testing Agency Duties:
 - 1. Test samples of mixes submitted by Contractor.
 - 2. Provide qualified personnel at site. Cooperate with Architect and Contractor in performance of services.
 - 3. Perform specified sampling and testing of products in accordance with specified standards.

4. Ascertain compliance of materials and mixes with requirements of Contract Documents.
 5. Promptly notify Architect and Contractor of observed irregularities or non-conformance of Work or products.
 6. Perform additional tests and inspections required by Architect.
 7. Submit reports of all tests/inspections specified.
- C. Limits on Testing and Inspection Agency Authority:
1. Agency may not release, revoke, alter, or enlarge on requirements of Contract Documents.
 2. Agency may not approve or accept any portion of the Work.
 3. Agency may not assume any duties of Contractor.
 4. Agency has no authority to stop the Work.
- D. Contractor Responsibilities:
1. Deliver to agency at designated location, adequate samples of materials proposed to be used which require testing, along with proposed mix designs.
 2. Cooperate with laboratory personnel, and provide access to the Work and to manufacturers' facilities.
 3. Provide incidental labor and facilities:
 - a. To provide access to Work to be tested/inspected.
 - b. To obtain and handle samples at the site or at source of Products to be tested/inspected.
 - c. To facilitate tests/inspections.
 - d. To provide storage and curing of test samples.
 1. Notify Architect and laboratory 24 hours prior to expected time for operations requiring testing/inspection services.
 2. Employ services of an independent qualified testing laboratory and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
 3. Arrange with Owner's agency and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
- E. Re-testing required because of non-conformance to specified requirements shall be performed by the same agency on instructions by Architect. Payment for retesting will be charged to the Contractor by deducting testing charges from the Contract Price.

3.05 MANUFACTURERS' FIELD SERVICES

- A. When specified in individual specification sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust and balance of equipment as applicable, and to initiate instructions when necessary.
- B. Submit qualifications of observer to Architect 30 days in advance of required observations.
- C. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.

3.06 DEFECT ASSESSMENT

- A. Replace Work or portions of the Work not conforming to specified requirements.
- B. If, in the opinion of Architect, it is not practical to remove and replace the Work, Architect will direct an appropriate remedy or adjust payment.

END OF SECTION 01 40 00

SECTION 01 42 19

REFERENCE STANDARDS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Requirements relating to referenced standards.

1.02 DEFINITIONS

- A. Basic contract definitions are included in the Conditions of the Contract.
- B. Approved: When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.
- C. Directed: A command or instruction by the Architect. Other terms including requested, authorized, selected, approved, required, and permitted have the same meaning as directed.
- D. Indicated: Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including shown, noted, scheduled, and specified have the same meaning as indicated.
- E. Regulations: Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.
- F. Furnish: Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- G. Install: Operations at Project site including unloading, temporarily storing, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
- H. Provide: Furnish and install, complete and ready for the intended use.
- I. Project Site: Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land the Project is being built on.

1.03 QUALITY ASSURANCE

- A. For products or workmanship specified by reference to a document or documents not included in the Project Manual, also referred to as reference standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes. Such standards are made part of the Contract Documents by reference.
- B. Conform to reference standard of date of issue current on date of Contract Documents, except where a specific date is established by applicable code.
- C. Obtain copies of standards when required by the Contract Documents or required to perform a construction activity.

- D. Each entity engaged in construction on the Project should be familiar with industry standards applicable to its construction activity.
- E. Should specified reference standards conflict with Contract Documents, request clarification from the Architect before proceeding.
- F. Neither the contractual relationships, duties, or responsibilities of the parties in Contract nor those of the Architect shall be altered by the Contract Documents by mention or inference otherwise in any reference document.
- G. Where abbreviations and acronyms are used in Specifications or other Contract documents, they shall mean the recognized name of the entities indicated in Gale Research's "Encyclopedia of Associations" or in Columbia Books' "National Trade & Professional Associations of the U.S."

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION 01 42 19

SECTION 01 60 00

PRODUCT REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. General product requirements.
- B. Re-use of existing products.
- C. Transportation, handling, storage and protection.
- D. Product option requirements.
- E. Substitution limitations and procedures.
- F. Spare parts and maintenance materials.
- G. "Substitution Request Form" at end of Section.

1.02 RELATED SECTIONS

- A. Document 00 21 13 - Instructions to Bidders: Product options and substitution procedures prior to bid date.
- B. Section 01 11 00 - Summary:
- C. Section 01 40 00 - Quality Requirements: Product quality monitoring.

1.03 SUBMITTALS

- A. Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- B. Shop Drawing Submittals: Prepared specifically for this Project; indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- C. Sample Submittals: Illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
 - 1. For selection from standard finishes, submit samples of the full range of the manufacturer's standard colors, textures, and patterns.
- D. Indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.

PART 2 PRODUCTS

2.01 EXISTING PRODUCTS

- A. The re-use of certain materials and equipment already existing on the project site is prohibited.
 - 1. Do not use other materials or equipment removed from existing premises unless specifically required or permitted by the Contract Documents.

- B. Unforeseen historic items encountered remain the property of the Owner; notify Owner promptly upon discovery; protect, remove, handle, and store as directed by Owner.

2.02 NEW PRODUCTS

- A. Provide new products unless specifically required or permitted by the Contract Documents.
- B. Provide interchangeable components of the same manufacture for components being replaced.
- C. Motors: Refer to Section 15065, NEMA MG 1 Type. Specific motor type is specified in individual specification sections.
- D. Wiring Terminations: Provide terminal lugs to match branch circuit conductor quantities, sizes, and materials indicated. Size terminal lugs to NFPA 70, include lugs for terminal box.
- E. Cord and Plug: Provide minimum 6 foot cord and plug including grounding connector for connection to electric wiring system. Cord of longer length is specified in individual specification sections.

2.03 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Use any product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers: Use a product of one of the manufacturers named and meeting specifications, no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.

2.04 SPARE PARTS AND MAINTENANCE PRODUCTS

- A. Provide spare parts, maintenance, and extra products of types and in quantities specified in individual specification sections.
- B. Deliver to Project site; obtain receipt prior to final payment.

PART 3 EXECUTION

3.01 MATERIALS AND EQUIPMENT

- A. Compatibility: Be responsible for coordinating and interrelating all sub-contracts, purchase orders, etc. Insure compatibility of materials and procedures and validity of all guarantee and warranties required by specifications.
- B. Compliance with Manufacturer's Specifications and Recommendations.
 - 1. All materials, equipment, devices, services, procedures, etc., named or described in specifications and/or indicated on drawings, and all others furnished as equal thereto shall be furnished, used (installed, employed, etc.) and protected in strict compliance with specifications, recommendations and instructions of manufacturer and/or supplier.
 - 2. This requirement does not relieve the Contractor's responsibility for providing material and/or services beyond those required by manufacturer's specifications, etc., where such additional materials and/or services are otherwise required by Contract Documents.
 - 3. Should any material, item of equipment, device or procedure furnished as equal to that specified require accessories, supplemental materials, installation procedures, etc., different from and/or in addition to those required by that which is specified, the Contractor shall provide all such items at no increase in contract sum.

- C. Quality:
 - 1. All materials and equipment provided shall be new and of quality equal to or higher than that required by Contract Documents.
 - 2. In every case, requirements established by Contract Documents shall be considered a minimum, which will be accepted. Where strength of material(s) is a factor, all items furnished must have at least strength, carrying capacity and durability of item specified.
 - 3. All workmanship must be first class in every respect and representative of best obtainable for each trade.

- D. Acceptance by Architect: All materials and equipment are subject to approval by Architect:
 - 1. Shop drawings and/or samples.
 - 2. Actual items as installed on site.
 - 3. Materials or equipment furnished and/or installed will not be accepted if such are found to be at variance with requirements of Contract Documents.

- E. Where terms "or equal," "or approved equal," "as approved," etc., appear in specifications or on drawings:
 - 1. Provide equivalent materials, products or procedures as named in the specifications.
 - 2. Materials other than those specifically named may be used, provided the equivalent substitution is accomplished by means allowed in Contract Documents.

3.02 SUBSTITUTION PROCEDURES

- A. Instructions to Bidders specify time restrictions for submitting requests for substitutions during the bidding period. Comply with requirements specified in this section.

- B. Substitutions may be considered when a product becomes unavailable through no fault of the Contractor.

- C. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents.

- D. A request for substitution constitutes a representation that the submitter:
 - 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product.
 - 2. Will provide the same warranty for the substitution as for the specified product.
 - 3. Will coordinate installation and make changes to other Work which may be required for the Work to be complete with no additional cost to Owner.
 - 4. Waives claims for additional costs or time extension which may subsequently become apparent.
 - 5. Will reimburse Owner and Architect for review or redesign services associated with re-approval by authorities.

- E. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals, without separate written request, or when acceptance will require revision to the Contract Documents.

- F. Substitution Submittal Procedure:
 - 1. Submit three copies of request for substitution for consideration. Limit each request to one proposed substitution.
 - 2. Submit Substitution Request Form contained herein at the end of this section, provide supporting information requested to support your request for product substitution.
 - 3. Submit shop drawings, product data, and certified test results attesting to the proposed product equivalence. Burden of proof is on proposer.
 - 4. The Architect will notify Contractor in writing of decision to accept or reject request.

3.03 SUBSTITUTIONS BEFORE AWARD OF CONTRACT (***DURING BIDDING***)

- A. Bidder and suppliers may submit a request for substitution to the Architect/Engineer for approval prior to ten (10) days before bid submission. Provide adequate information with the request to verify that proposed substitution meets the requirements of the specification. Approval or rejection of each proposed substitution or other change shall be at the discretion of Architect/Engineer. If proposed change is approved, Architect will issue written statement in the form of an Addendum certifying same.
 - 1. Use **"Substitution Request Form" provided at the end of this section.**
 - 2. If time permits, approved substitutions will be listed in an addendum.

- B. Request for Change at time of Bid Submission by Voluntary Alternate:
 - 1. Bidder may submit Voluntary Alternates for materials, products or procedures for which he also submits bona fide base bid proposals. Voluntary Alternates shall be submitted in list form, naming each proposed substitute and difference, if any, which will be made in contract price for each substitution, should it be accepted. Owner may accept or reject each individual voluntary alternate.

3.04 TRANSPORTATION AND HANDLING

- A. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.
- B. Transport and handle products in accordance with manufacturer's instructions.
- C. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.

- D. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.

- E. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.

- F. Arrange for the return of packing materials, such as wood pallets, where economically feasible.

3.05 STORAGE AND PROTECTION

- A. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication.
- B. Store and protect products in accordance with manufacturers' instructions.
- C. Store with seals and labels intact and legible.
- D. Store sensitive products in weather tight, climate controlled, enclosures in an environment favorable to product.
- E. For exterior storage of fabricated products, place on sloped supports above ground.
- F. Provide bonded off-site storage and protection when site does not permit on-site storage or protection.
- G. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- H. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.
- I. Prevent contact with material that may cause corrosion, discoloration, or staining.

- J. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- K. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

END OF SECTION 01 60 00

~ Substitution Request Form follows ~

Substitution Request Form

(for use during the Bidding Period)

Substitution Requested by:

Contact Name: _____ Date: _____

Firm Name: _____

Firm Address: _____

Phone #: _____ Fax #: _____

Product Information:

Specification Section Title: _____ Description: _____

Specification Section No.: _____ Page: _____ Article/Paragraph: _____

Proposed Substitution: _____

Product Trade Name: _____

Manufacturer: _____ Model No.: _____

Phone: _____ ~ or ~ Website: _____

Attach appropriate Product Data to support the substitution requested:

- Attached data includes product description, specifications, drawings, photographs, performance and test data adequate for evaluation of the request; applicable portions of the data are clearly identified.
- Attached data also includes a description of changes to the Contract Documents that the proposed substitution will require for its proper installation. (Check all that applies, below)

The Undersigned certifies: (check all appropriate boxes)

- Proposed substitution has been fully investigated and determined to be equal or superior in all respects to specified product.
- Same warranty will be furnished for proposed substitution as for specified product.
- Same maintenance service and source of replacement parts, as applicable, is available.
- Proposed substitution will have no adverse effect on other trades and will not affect or delay progress schedule.
- Proposed substitution does not affect dimensions and functional clearances.
- Payment will be made for changes to building design, including A/E design, detailing, and construction costs caused by the substitution.

Submitted by (please print): _____

Signed: _____

A/E's REVIEW AND ACTION

- Substitution approved –**
 - Make submittals in accordance with Section 016000 - Substitution Procedures.
- Substitution approved as noted** _____
 - Make submittals in accordance with Section 016000 - Substitution Procedures.
- Substitution rejected – Use specified materials.**
- Substitution Request received too late – Use specified materials.**

Signature: _____ Date: _____

Supporting Data Attached:

Drawings _____ Product Data _____ Samples _____ Tests _____ Reports _____ Other _____

END OF SUBSTITUTION REQUEST FORM

SECTION 01 70 00

EXECUTION REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Examination, preparation, and general installation procedures.
- B. Requirements for alterations work, including selective demolition, except removal, disposal, and/or remediation of hazardous materials and toxic substances.
- C. Pre-installation meetings.
- D. Cutting and patching.
- E. Surveying for laying out the work.
- F. Cleaning and protection.
- G. Starting of systems and equipment.
- H. Demonstration and instruction of Owner personnel.
- I. Closeout procedures, except payment procedures.

1.02 RELATED SECTIONS

- A. Section 01 10 00 - Summary: Limitations on working in existing building; continued occupancy; work sequence; identification of salvaged and relocated materials.
- B. Section 01 30 00 - Administrative Requirements: Submittals procedures.
- C. Section 01 40 00 - Quality Requirements: Testing and inspection procedures.
- D. Section 01 78 00 - Closeout Submittals: Project record documents, operation and maintenance data, warranties and bonds.
- E. Individual Product Specification Sections:
 - 1. Advance notification to other sections of openings required in work of those sections.
 - 2. Limitations on cutting structural members.

1.03 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.

1.04 PROJECT CONDITIONS

- A. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.
- B. Dust Control: Execute work by methods to minimize raising dust from construction operations. Provide positive means to prevent air-borne dust from dispersing into atmosphere.
- C. Noise Control: Provide methods, means, and facilities to minimize noise produced by construction operations.

- D. Pest Control: Provide methods, means, and facilities to prevent pests and insects from damaging the work.

1.05 COORDINATION

- A. See Section 01100 for occupancy-related requirements.
- B. Coordinate scheduling, submittals, and work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- C. Coordinate completion and clean-up of work of separate sections.
- D. After Owner occupancy of premises, coordinate access to site for correction of defective work and work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

PART 2 PRODUCTS

2.01 PATCHING MATERIALS

- A. New Materials: As specified in product sections; match existing products and work for patching and extending work.
- B. Type and Quality of Existing Products: Determine by inspecting and testing products where necessary, referring to existing work as a standard.
- C. Product Substitution: For any proposed change in materials, submit request for substitution described in Section 01 60 00 – Product Requirements.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Start of work means acceptance of existing conditions.
- B. Verify that existing substrate is capable of structural support or attachment of new work being applied or attached.
- C. Examine and verify specific conditions described in individual specification sections.
- D. Take field measurements before confirming product orders or beginning fabrication, to minimize waste due to over-ordering or mis-fabrication.
- E. Verify that utility services are available, of the correct characteristics, and in the correct locations.

3.02 PREPARATION

- A. Clean substrate surfaces prior to applying next material or substance.
- B. Seal cracks or openings of substrate prior to applying next material or substance.

- C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

3.03 PREINSTALLATION MEETINGS

- A. When required in individual specification sections, convene a pre-installation meeting at the site prior to commencing work of the section.
- B. Require attendance of parties directly affecting, or affected by, work of the specific section.
- C. Notify Architect four days in advance of meeting date.
- D. Prepare agenda and preside at meeting:
 - 1. Review conditions of examination, preparation and installation procedures.
 - 2. Review coordination with related work.
- E. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

3.04 GENERAL INSTALLATION REQUIREMENTS

- A. Install products as specified in individual sections, in accordance with manufacturer's instructions and recommendations, and so as to avoid waste due to necessity for replacement.
- B. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.
- C. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.
- E. Make neat transitions between different surfaces, maintaining texture and appearance.

3.05 ALTERATIONS

- A. Remove existing work as indicated and as required to accomplish new work.
 - 1. Where new surface finishes are to be applied to existing work, perform removals, patch, and prepare existing surfaces as required to receive new finish; remove existing finish if necessary for successful application of new finish.
 - 2. Where new surface finishes are not specified or indicated, patch holes and damaged surfaces to match adjacent finished surfaces as closely as possible.
- D. Protect existing work to remain.
 - 1. Repair adjacent construction and finishes damaged during removal work.
 - 2. Patch as specified for patching new work.
- F. Adapt existing work to fit new work:
 - 1. When existing finished surfaces are cut so that a smooth transition with new work is not possible, terminate existing surface along a straight line at a natural line of division and make recommendation to Architect.
- G. Refinish existing surfaces as indicated:
 - 1. Where rooms or spaces are indicated to be refinished, refinish all visible existing surfaces to remain to the specified condition for each material, with a neat transition to adjacent finishes.
 - 2. If mechanical or electrical work is exposed accidentally during the work, re-cover and refinish to match.
 - 3. Patch as specified for patching new work.

3.06 PROGRESS CLEANING

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- B. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.
- D. Collect and remove waste materials, debris, and trash/rubbish from site periodically and dispose off-site; do not burn or bury.

3.07 PROTECTION OF INSTALLED WORK

- A. Protect installed work from damage by construction operations.
- B. Provide special protection where specified in individual specification sections.
- C. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- D. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
- E. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
- F. Remove protective coverings when no longer needed; reuse or recycle plastic coverings if possible.

3.8 FINAL CLEANING

- A. Execute final cleaning prior to final project assessment.
 - 1. Clean areas to be occupied by Owner prior to final completion before Owner occupancy.
- B. Use cleaning materials that are nonhazardous.
- C. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury.

3.14 CLOSEOUT PROCEDURES

- A. Make submittals that are required by governing or other authorities.
 - 1. Provide copies to Owner.
- B. Accompany Project Coordinator on preliminary inspection to determine items to be listed for completion or correction in Contractor's Notice of Substantial Completion.
- C. Notify Architect when work is considered ready for Substantial Completion.
- D. Submit written certification that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with Contract Documents and ready for Architect's review.
- E. Correct items of work listed in executed Certificates of Substantial Completion and comply with requirements for access to Owner-occupied areas.

- F. Accompany Project Coordinator on preliminary final inspection.
- G. Notify Architect when work is considered finally complete.
- H. Complete items of work determined by Architect's final inspection.

3.15 MAINTENANCE SERVICE

- A. Furnish service and maintenance of components indicated in specification sections for one year from date of Substantial Completion.

END OF SECTION 01 70 0

SECTION 01 74 19**CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL****PART 1 GENERAL**

1.1 SUMMARY

- A. Section includes: Requirements and procedures for ensuring optimal diversion of construction waste materials generated by the Work from landfill disposal within the limits of the Construction Schedule and Contract Sum.

1.2 DEFINITIONS

- A. Class III Landfill: A landfill that accepts non-hazardous resources such as household, commercial, and industrial waste, resulting from construction, remodeling, repair, and demolition operations.
- B. Construction and Demolition Debris: Building materials and solid waste resulting from construction, remodeling, repair, cleanup, or demolition operations that are not hazardous as defined in Federal Standards. This term includes, but is not limited to, asphalt concrete, Portland cement concrete, brick, lumber, gypsum wallboard, cardboard and other associated packaging, roofing material, ceramic tile, carpeting, plastic pipe, and steel.
- C. C&D Recycling Center. A facility that receives only C&D material that has been separated for reuse prior to receipt, in which the residual (disposed) amount of waste in the material is less than 10% of the amount separated for reuse by weight.
- D. Disposal. Final deposition of construction and demolition or inert debris into land, including stockpiling onto land of construction and demolition debris that has not been sorted for further processing or resale, if such stockpiling is for a period of time greater than 30 days; and construction and demolition debris that has been sorted for further processing or resale, if such stockpiling is for a period of time greater than one year, or stockpiling onto land of inert debris that is for a period of time greater than one year.
- E. Inert Disposal Facility or Inert Waste Landfill: A disposal facility that accepts only inert waste such as soil and rock, fully cured asphalt paving, uncontaminated concrete (including fiberglass or steel reinforcing rods embedded in the concrete), brick, glass, and ceramics, for land disposal.
- F. Mixed Debris: Loads that include commingled recyclable and non-recyclable materials generated at the construction site.
- G. Mixed Debris Recycling Facility: A processing facility that accepts loads of commingled construction and demolition debris for the purpose of recovering re-usable and recyclable materials and disposing the non-recyclable residual materials.
- H. Recycling: The process of sorting, cleansing, treating and reconstituting materials for the purpose of using the altered form in the manufacture of a new product. Recycling does not include burning, incinerating or thermally destroying solid waste.
- I. Reuse. The use, in the same or similar form as it was produced, of a material which might otherwise be discarded.
- J. Solid Waste: All putrescible and non-putrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances, dewatered, treated, or chemically fixed sewage sludge which is not hazardous waste, manure, vegetable or animal solid and semisolid wastes, and other discarded solid and semisolid wastes. "Solid waste" does not include hazardous waste, radioactive waste, or medical waste as defined or regulated by State law.

- K. Source-Separated: Materials, including commingled recyclables, that have been separated or kept separate from the solid waste stream at the point of generation, for the purpose of additional sorting or processing of those materials for reuse or recycling in order to return them to the economic mainstream in the form of raw materials for new, reused, or reconstituted products which meet the quality standards necessary to be used in the marketplace.
- L. Waste Hauler: A company that possesses a valid permit to collect and transport solid wastes from individuals or businesses for the purpose of recycling or disposal.

1.3 SUBMITTALS

- A. Contractor's Construction Waste and Recycling Plan
 - 1. Review Contract Documents and estimate the types and quantities of materials under the Work that are anticipated to be feasible for on-site processing, source separation for re-use or recycling. Indicate the procedures that will be implemented in this program to effect jobsite source separation, such as, identifying a convenient location where dumpsters would be located, putting signage to identify materials to be placed in dumpsters, etc.
 - 2. Prior to commencing the Work, submit Contractor's Construction Waste and Recycling Plan.
 - 3. Contractor's Construction Waste and Recycling Plan will not otherwise relieve the Contractor of responsibility for adequate and continuing control of pollutants and other environmental protection measures.

PART 2 PRODUCTS – Not Used

PART 3 EXECUTION

3.1 DISPOSAL OPERATIONS AND WASTE HAULING

- A. Legally transport and dispose of materials that cannot be delivered to a source separated or mixed recycling facility to a transfer station or disposal facility that can legally accept the materials for the purpose of disposal.
- B. Deliver to facilities that can legally accept new construction, excavation and demolition materials for purpose of re-use, recycling, composting, or disposal.
- C. Do not burn, bury or otherwise dispose of solid waste on the project job-site.

3.4 RE-USE AND DONATION OPTIONS

- A. Implement a re-use program to the greatest extent feasible. Options may include:
 - 1. Habitat for Humanity
 - 2. Local resources for the recycling and reuse of building materials.

3.5 REVENUE

- A. Revenues or other savings obtained from recycled, re-used, or salvaged materials shall accrue to Contractor unless otherwise noted in the Contract Documents.

END OF SECTION 01.74.19

SECTION 01 78 00

CLOSEOUT SUBMITTALS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Project Record Documents.
- B. Operation and Maintenance Data.
- C. Warranties and bonds.

1.02 RELATED SECTIONS

- A. Section 00 73 00 - Supplementary Conditions: Performance bond and labor and material payment bonds, warranty, and correction of work.
- B. Section 01 30 00 - Administrative Requirements: Submittals procedures, shop drawings, product data, and samples.
- C. Section 01 70 00 - Execution Requirements: Contract closeout procedures.
- D. Individual Product Sections: Specific requirements for operation and maintenance data.
- E. Individual Product Sections: Warranties required for specific products or Work.

1.03 SUBMITTALS

- A. Project Record Documents: Submit documents to Architect with claim for final Application for Payment.
- B. Operation and Maintenance Data:
 - 1. Submit two copies of preliminary draft or proposed formats and outlines of contents before start of Work. Architect will review draft and return one copy with comments.
 - 2. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit completed documents within ten days after acceptance.
 - 3. Submit 1 copy of completed documents 15 days prior to final inspection. This copy will be reviewed and returned after final inspection, with Architect comments. Revise content of all document sets as required prior to final submission.
 - 4. Submit two sets of revised final documents in final form within 10 days after final inspection.
- C. Warranties and Bonds:
 - 1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within ten days after acceptance.
 - 2. Make other submittals within ten days after Date of Substantial Completion, prior to final Application for Payment.
 - 3. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within ten days after acceptance, listing the date of acceptance as the beginning of the warranty period.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PROJECT RECORD DOCUMENTS

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
 - 1. Drawings.
 - 2. Specifications.
 - 3. Addenda.
 - 4. Change Orders and other modifications to the Contract.
 - 5. Reviewed shop drawings, product data, and samples.
 - 6. Manufacturer's instruction for assembly, installation, and adjusting.
- B. Ensure entries are complete and accurate, enabling future reference by Owner.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress.
- E. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
 - 1. Manufacturer's name and product model and number.
 - 2. Product substitutions or alternates utilized.
 - 3. Changes made by Addenda and modifications.
- F. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:
 - 1. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
 - 2. Field changes of dimension and detail.
 - 3. Details not on original Contract drawings.

3.02 OPERATION AND MAINTENANCE DATA

- A. For Each Product or System: List names, addresses and telephone numbers of Subcontractors and suppliers, including local source of supplies and replacement parts.
- B. Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.
- C. Drawings: Supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Do not use Project Record Documents as maintenance drawings.
- D. Typed Text: As required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.

3.03 OPERATION AND MAINTENANCE DATA FOR MATERIALS AND FINISHES

- A. For Each Product, Applied Material, and Finish:
 - 1. Product data, with catalog number, size, composition, and color and texture designations.
 - 2. Information for re-ordering custom manufactured products.
- B. Instructions for Care and Maintenance: Manufacturer's recommendations for cleaning agents and methods, precautions against detrimental cleaning agents and methods, and recommended schedule for cleaning and maintenance.

- C. Moisture protection and weather-exposed products: Include product data listing applicable reference standards, chemical composition, and details of installation. Provide recommendations for inspections, maintenance, and repair.
- D. Additional information as specified in individual product specification sections.
- E. Provide a listing in Table of Contents for design data, with tabbed fly sheet and space for insertion of data.

3.04 OPERATION AND MAINTENANCE DATA FOR EQUIPMENT AND SYSTEMS

- A. For Each Item of Equipment and Each System:
 - 1. Description of unit or system, and component parts.
 - 2. Identify function, normal operating characteristics, and limiting conditions.
 - 3. Include performance curves, with engineering data and tests.
 - 4. Complete nomenclature and model number of replaceable parts.
- B. Panelboard Circuit Directories: Provide electrical service characteristics, controls, and communications; typed.
- C. Include color coded wiring diagrams as installed.
- D. Operating Procedures: Include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shut-down, and emergency instructions. Include summer, winter, and any special operating instructions.
- E. Maintenance Requirements: Include routine procedures and guide for preventative maintenance and trouble shooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
- F. Provide servicing and lubrication schedule, and list of lubricants required.
- G. Include manufacturer's printed operation and maintenance instructions.
- H. Include sequence of operation by controls manufacturer.
- I. Provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
- J. Provide control diagrams by controls manufacturer as installed.
- K. Provide Contractor's coordination drawings, with color coded piping diagrams as installed.
- L. Provide charts of valve tag numbers, with location and function of each valve, keyed to flow and control diagrams.
- M. Provide list of original manufacturer's spare parts, current prices, and recommended quantities to be maintained in storage.
- N. Include test and balancing reports.
- O. Additional Requirements: As specified in individual product specification sections.

3.05 OPERATION AND MAINTENANCE MANUALS

- A. Prepare instructions and data by personnel experienced in maintenance and operation of described products.

- B. Prepare data in the form of an instructional manual.
- C. Binders: Commercial quality, 8-1/2 x 11 inch three D side ring binders with durable plastic covers; 2 inch maximum ring size. When multiple binders are used, correlate data into related consistent groupings.
- D. Cover: Identify each binder with typed or printed title OPERATION AND MAINTENANCE INSTRUCTIONS; identify title of Project; identify subject matter of contents.
- E. Provide tabbed dividers for each separate product and system, with typed description of product and major component parts of equipment.
- F. Text: Manufacturer's printed data, or typewritten data on 20 pound paper.
- G. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.
- H. Arrange content by systems under section numbers and sequence of Table of Contents of this Project Manual.
- I. Contents: Prepare a Table of Contents for each volume, with each product or system description identified, in three parts as follows:
 - 1. Part 1: Directory, listing names, addresses, and telephone numbers of Architect, Contractor, Subcontractors, and major equipment suppliers.
 - 2. Part 2: Operation and maintenance instructions, arranged by system and subdivided by specification section. For each category, identify names, addresses, and telephone numbers of Subcontractors and suppliers. Identify the following:
 - a. Significant design criteria.
 - b. List of equipment.
 - c. Parts list for each component.
 - d. Operating instructions.
 - e. Maintenance instructions for equipment and systems.
 - f. Maintenance instructions for special finishes, including recommended cleaning methods and materials, and special precautions identifying detrimental agents.
 - 3. Part 3: Project documents and certificates, including the following:
 - a. Shop drawings and product data.
 - b. Air and water balance reports.
 - c. Certificates.
- J. Provide a listing in Table of Contents for design data, with tabbed dividers and space for insertion of data.
- K. Table of Contents: Provide title of Project; names, addresses, and telephone numbers of Architect, Consultants, and Contractor with name of responsible parties; schedule of products and systems, indexed to content of the volume.

3.06 WARRANTIES AND BONDS

- A. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within ten days after completion of the applicable item of work. Except for items put into use with Owner's permission, leave date of beginning of time of warranty until the Date of Substantial completion is determined.
- B. Verify that documents are in proper form, contain full information, and are notarized.

- C. Co-execute submittals when required.
- D. Retain warranties and bonds until time specified for submittal.
- E. Manual: Bind in commercial quality 8-1/2 x 11 inch three D side ring binders with durable plastic covers.
- F. Cover: Identify each binder with typed or printed title WARRANTIES AND BONDS, with title of Project; name, address and telephone number of Contractor and equipment supplier; and name of responsible company principal.
- G. Table of Contents: Neatly typed, in the sequence of the Table of Contents of the Project Manual, with each item identified with the number and title of the specification section in which specified, and the name of product or work item.
- H. Separate each warranty or bond with index tab sheets keyed to the Table of Contents listing. Provide full information, using separate typed sheets as necessary. List Subcontractor, supplier, and manufacturer, with name, address, and telephone number of responsible principal.

END OF SECTION 01 78 00

SECTION 09 90 00
PAINTING AND COATING

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Surface preparation.
- B. Field application of paints and other coatings.
- C. Painting of exposed mechanical ductwork and conduit identification.
- D. Schedule - Surfaces to be finished at end of this Section.

1.02 RELATED SECTIONS

- A. Section 09 51 23 – Acoustical Tile Ceilings
- B. Section 09 65 00 – Resilient Wall Base and Flooring Accessories
- C. Section 09 65 19 – Resilient Flooring
- D. Section 09 68 00 – Modular Carpeting
- E. Section 10 51 13 – Metal Lockers.

1.03 REFERENCES

- A. 40 CFR 59, Subpart D - National Volatile Organic Compound Emission Standards for Architectural Coatings; U.S. Environmental Protection Agency; current edition.
- B. ASTM D 16 - Standard Terminology for Paint, Related Coatings, Materials, and Applications; 2003.
- C. ASTM D 523 - Standard Test Method for Specular Gloss; 1999.
- D. ASTM D 4442 - Standard Test Methods for Direct Moisture Content Measurement of Wood and Wood-Base Materials; 1992 (Reapproved 2003).
- E. SSPC (PM1) - Good Painting Practice: SSPC Painting Manual, Vol. 1; Society for Protective Coatings; Fourth Edition.

1.04 DEFINITIONS

- A. Conform to ASTM D 16 for interpretation of terms used in this section.
- B. Terms flat, eggshell, semi-gloss and gloss used in this section and drawing Finish Schedule refer to the following gloss ranges when tested in accordance with ASTM D 523 test method:
 - 1. Flat refers to a lusterless or matte finish with a gloss range below 15 when measured at a 85 degree meter.
 - 2. Eggshell refers to a low-sheen finish with a gloss range between 5 and 20 when measured at a 60 degree meter.
 - 3. Satin refers to low-sheen finish with a gloss range below 15 and 35 when measured at a 60 degree meter.
 - 4. Semigloss refers to medium-sheen finish with a gloss range between 30 and 65 when measured at a 60 degree meter.
 - 5. Full gloss refers to a high-sheen finish with a gloss range more than 65 when measured at a 60 degree meter.
- C. Gloss Ranges: Ranges indicated in the Finish Schedule take precedence over ranges indicated in this section.

1.05 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data on all finishing products, including VOC content.

- C. Manufacturer's Instructions: Indicate special surface preparation procedures and substrate conditions requiring special attention.
- D. Maintenance Data: Submit data on cleaning, touch-up, and repair of painted and coated surfaces.
- E. Certification: Provide certification that all coatings supplied are non-combustible and rated Class A for flame spread, fuel contribution, smoke development, meet VOC requirements and compatible with materials, shop primers and coatings indicated.

1.06 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the Products specified in this section with minimum ten years documented experience.
- B. Applicator Qualifications: Company specializing in performing the work of this section with minimum three years documented experience.

1.07 REGULATORY REQUIREMENTS

- A. Conform to applicable code for flame and smoke rating requirements for products and finishes.

1.08 DELIVERY, STORAGE, AND PROTECTION

- A. Deliver products to site in sealed and labeled containers; inspect to verify acceptability.
- B. Container Label: Include manufacturer's name, type of paint, brand name, lot number, brand code, coverage, surface preparation, drying time, cleanup requirements, color designation, and instructions for mixing and reducing.
- C. Paint Materials: Store at minimum ambient temperature of 45 degrees F and a maximum of 90 degrees F, in ventilated area, and as required by manufacturer's instructions.

1.09 ENVIRONMENTAL REQUIREMENTS

- A. Do not apply materials when surface and ambient temperatures are outside the temperature ranges required by the paint product manufacturer.
- B. Do not apply exterior coatings during rain or snow, or when relative humidity is outside the humidity ranges required by the paint product manufacturer.
- C. Minimum Application Temperatures for Latex Paints: 45 degrees F for interiors; 50 degrees F for exterior; unless required otherwise by manufacturer's instructions.
- D. Provide lighting level of 80 ft candles measured mid-height at substrate surface.

1.10 EXTRA MATERIALS

- A. See Section 01 60 00 - Product Requirements, for additional provisions.
- B. Supply 5 gallons of each color and type; store where directed.
- C. Label each container with color, type, and room locations in addition to the manufacturer's label.

PART 2 - PRODUCTS

2.01 MANUFACTURERS PAINTS AND COATINGS

- A. Paints:
1. Sherwin Williams Company: www.sherwin-williams.com.
 2. ICI Paints North America: www.icipaintsinna.com.
 3. Benjamin Moore & Co: www.benjaminmoore.com.
 4. PPG Architectural Finishes, Inc: www.ppgaf.com.
 5. Grahams Paint: www.grahampaint.com
 6. Substitutions: See Section 01 60 00 - Product Requirements.

2.02 MATERIALS

- A. Paint Coatings: Provide the best quality line of low-VOC paint from manufacturers listed.
- B. Color Standard: Sherwin Williams designations used to establish color and quality level.
- C. Provide same brand of prime coats as succeeding coats throughout the work. Do not mix paints of different manufacturers.
- D. Compatibility: Provide block fillers, primers, finish coat and related materials compatible with one another and substrates indicated under conditions of service and application. As demonstrated by manufacturer based on testing and field experience.

2.03 PAINTS AND COATINGS - GENERAL

- A. Paints and Coatings: Ready mixed, except field-catalyzed coatings. Prepare pigments:
1. To a soft paste consistency, capable of being readily and uniformly dispersed to a homogeneous coating.
 2. For good flow and brushing properties.
 3. Capable of drying or curing free of streaks or sags.
- B. Volatile Organic Compound (VOC) Content:
1. VOC data: All paints and coatings installed in the building interior must be low VOC.
- C. Chemical Content: The following compounds are prohibited:
1. Aromatic Compounds: In excess of 1.0 percent by weight of total aromatic compounds (hydrocarbon compounds containing one or more benzene rings).
 2. Acrolein, acrylonitrile, antimony, benzene, butyl benzyl phthalate, cadmium, di (2-ethylhexyl) phthalate, di-n-butyl phthalate, di-n-octyl phthalate, 1,2-dichlorobenzene, diethyl phthalate, dimethyl phthalate, ethylbenzene, formaldehyde, hexavalent chromium, isophorone, lead, mercury, methyl ethyl ketone, methyl isobutyl ketone, methylene chloride, naphthalene, toluene (methylbenzene), 1,1,1-trichloroethane, vinyl chloride.

2.04 PAINT SYSTEMS – LOW-VOC INTERIOR

- A. Wood, Opaque, Latex, 3 Coat:
1. One coat of latex primer sealer; 1.6 mils TDFT.
 2. Semi-gloss: Two coats of latex enamel; 1.4 mils TDFT.
- B. Concrete Masonry Units (CMU), Opaque, Epoxy, 3 Coat:
1. One coat of water based epoxy block filler; 10.0 mils TDFT.
 2. Semi-gloss: Two coats of high solids epoxy; 2.5 mils TDFT.
- C. Ferrous Metals, Unprimed, Latex, 3 Coat:
1. One coat of latex primer; 2.5 mils TDFT.
 2. Semi-gloss: Two coats of latex enamel; 1.4 mils TDFT.
- D. Ferrous Metals, Primed, Alkyd, 2 Coat:
1. Touch-up with alkyd base; 2.0 mils TDFT.
 2. Semi-gloss: One coat of alkyd interior enamel; 1.6 mils TDFT.
- E. Galvanized Metals, Latex, 3 Coat:

1. One coat galvanize primer as recommended by the manufacturer.
 2. Semi-gloss: Two coats of latex enamel; 1.4 mils TDFT.
- F. Gypsum Board/Plaster, Latex, 3 Coat:
1. One coat of latex primer sealer; 1.6 mils TDFT.
 2. Semi-gloss: Two coats of latex enamel; 1.4 mils TDFT.
 3. Eggshell: Two coats of latex enamel; 4.6 mils TDFT.
 4. Flat: Two coats of latex enamel; 1.6 mils TDFT.

2.06 ACCESSORY MATERIALS

- A. Accessory Materials: Linseed oil, shellac, turpentine, paint thinners and other materials not specifically indicated but required to achieve the finishes specified; commercial quality.
- B. Patching Material: Latex filler.
- C. Fastener Head Cover Material: Latex filler.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Verify that surfaces are ready to receive Work as instructed by the product manufacturer.
- B. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially affect proper application.
- C. Test shop-applied primer for compatibility with subsequent cover materials.
- D. Measure moisture content of surfaces using an electronic moisture meter. Do not apply finishes unless moisture content of surfaces are below the following maximums:
1. Plaster and Gypsum Wallboard: 12 percent.
 2. Masonry, Concrete, and Concrete Unit Masonry: 12 percent.
 3. Interior Wood: 15 percent, measured in accordance with ASTM D 4442.

3.02 PREPARATION

- A. Surface Appurtenances: Remove electrical plates, hardware, light fixture trim, escutcheons, and fittings prior to preparing surfaces or finishing.
- B. Surfaces: Correct defects and clean surfaces which affect work of this section. Remove or repair existing coatings that exhibit surface defects.
- C. Marks: Seal with shellac those which may bleed through surface finishes.
- D. Impervious Surfaces: Remove mildew by scrubbing with solution of tetra-sodium phosphate and bleach. Rinse with clean water and allow surface to dry.
- E. Concrete and Unit Masonry Surfaces to be Painted: Remove dirt, loose mortar, scale, salt or alkali powder, and other foreign matter in compliance with SSPC-SP13. Allow to dry.
- F. Gypsum Board Surfaces to be Painted: Fill minor defects with filler compound. Spot prime defects after repair.
- G. Aluminum Surfaces to be Painted: Remove surface contamination by steam or high pressure water. Remove oxidation with acid etch and solvent washing. Apply etching primer immediately following cleaning.

- H. Galvanized Surfaces to be Painted: Remove surface contamination and oils and wash with solvent. Apply coat of etching primer.
- I. Uncoated Steel and Iron Surfaces to be Painted: Remove grease, mill scale, weld splatter, dirt, and rust. Where heavy coatings of scale are evident, remove by hand wire brushing or sandblasting; clean by washing with solvent in compliance with SSPC-SP1.
- J. Shop-Primed Steel Surfaces to be Finish Painted: Sand and scrape to remove loose primer and rust. Feather edges to make touch-up patches inconspicuous. Clean surfaces with solvent. Prime bare steel surfaces. Re-prime entire shop-primed item.
- K. Metal Doors to be Painted: Prime metal door top and bottom edge surfaces.

3.03 APPLICATION

- A. Apply products in accordance with manufacturer's instructions.
- B. Where adjacent sealant is to be painted, do not apply finish coats until sealant is applied.
- C. Do not apply finishes to surfaces that are not dry. Allow applied coats to dry before next coat is applied.
- D. Apply each coat to uniform appearance. Apply each coat of paint slightly darker than preceding coat unless otherwise approved.
- E. Vacuum clean surfaces of loose particles. Use tack cloth to remove dust and particles just prior to applying next coat.

3.05 CLEANING

- A. Collect waste material which may constitute a fire hazard, place in closed metal containers, and remove daily from site.

3.06 SCHEDULE - SURFACES TO BE FINISHED

- A. Do Not Paint or Finish the Following Items:
 - 1. Items fully factory-finished unless specifically noted.
 - 2. Fire rating labels, equipment serial number and capacity labels.
 - 3. Stainless steel items.
- B. Mechanical and Electrical: Use paint systems defined for the substrates to be finished.
 - 1. Paint all insulated and exposed pipes occurring in finished areas to match background surfaces, unless otherwise indicated.
 - 2. Paint shop-primed items occurring in finished areas.
 - 3. Paint dampers exposed behind louvers, grilles, to match face panels.

3.08 SITE ENVIRONMENTAL PROCEDURES

- A. Indoor Air Quality:
 - 1. Temporary ventilation: Provide temporary ventilation for work of this Section.

END OF SECTION 09 90 00