

SECTION 00 21 13

INSTRUCTIONS TO BIDDERS – PAINTING

PART 1 - GENERAL

1.1 PROJECT IDENTIFICATION

- A. Project: **Harbor Springs High School Flooring & Locker 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](mailto: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](mailto: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 these two (2) proposed Contracts 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 single prime contracts.
  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 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](mailto: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](mailto: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: **July 12, 2021**
- E. Start date: **July 14, 2021**. 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: **January 2, 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 **July 9, 2021** 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 July 9, 2021, 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 and 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**