SECTION 000101
Birmingham Public Schools
Bid Release No. 5
PROJECT MANUAL COVER
December 4, 2017

Birmingham Public Schools

West Maple Elementary French School Remodeling Project Manual & Bid Information

Bid Package No. 5





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SECTION 001100 ADVERTISEMENT / INVITATION FOR BIDS

PROJECT: Birmingham Public Schools

BID RELEASE NO.: 5

DESCRIPTION: West Maple Elementary French School Remodeling

OWNER: Birmingham Public Schools

31301 Evergreen Rd. Beverly Hills, MI 48025

ARCHITECT: TMP Architecture, Inc.

1191 W. Square Lake Rd. Bloomfield, MI 48302

CONTACT FOR BIDDING: Becky Timberlake, Clark Construction Company

TELEPHONE: 248-763-8838

1. PRE-BID CONFERENCE

1.1. A pre-bid conference will be held at 2:00pm, Thursday, December 14, 2017 at West Maple Elementary School, 6275 Inkster Rd, Bloomfield Hills, MI 48301.

2. BID PROPOSAL DUE DATE/LOCATION

2.1. Lump sum sealed proposals will be received at the office of:

Birmingham Public Schools 31301 Evergreen Rd. Beverly Hills, MI 48025, Attention: Lauren Mbereko

- 2.2. Proposal must be delivered not later than 2:00pm, Thursday, December 21, 2017.
- 2.3. No oral, fax or emailed Bids shall be submitted.
- 2.4. All Bidders shall provide a familial disclosure in compliance with MCL 380.1267 and attach this information to the Bid. The Bid shall be accompanied by a sworn and notarized statement disclosing any familial relationship that exists between the owner or any employee of the Bidder and any member of the Board of Education of the School District, or the Superintendent of the school district. The Board of Education of the School District will not consider a Bid that does not include this sworn and notarized statement.
- 2.5. Each Bid must be accompanied by a sworn and notarized statement certifying that the Bidder is not an "Iran linked business" within the meaning of the Iran Economic Sanctions Act. The Board of Education of the School District will not consider or accept a Bid that does not include this sworn and notarized statement.
- 2.6. Birmingham Public Schools' Board of Education reserves the right to accept or reject any and all Bids, either in whole or in part, to waive any informalities or irregularities therein, or to award the contract to other than the Bidder(s) submitting the best financial Bid (low Bidder), in its sole and absolute discretion.

SECTION 001100 ADVERTISEMENT / INVITATION FOR BIDS

Bids will be opened publicly 2:15pm, Thursday, December 21, 2017 at Birmingham Public Schools, 31301 Evergreen Rd., Beverly Hills, MI 48025

3. <u>BID CATEGORIES</u>

06 – General Contractor

4. BID DOCUMENT AVAILABILITY/DEPOSIT

4.1. Bid Documents, drawings and specifications will be available at 2:00pm Thursday, December 7th, 2017 at the following location(s):

www.clarkccbids.com

- 4.2. Documents will also be made available for review at the following locations:
 - Dodge Reports Southfield
 - Builder's Exchange Lansing
 - Construction Association of Michigan (CAM)

5. BID PROPOSAL REQUIREMENTS

5.1. All questions during the bidding period shall be referred to Clark Construction Company via fax or email to:

CONTACT: Becky Timberlake TELEPHONE: 248-763-8838

EMAIL: rtimberlake@clarkcc.com

5.2 Bid security in the amount of 5% of the Bid, shall accompany the Bid.

1. **DEFINITIONS:**

- 1.1. All definitions set forth in the General and Supplementary Conditions of the Contract for Construction are applicable to these Instructions to Bidders.
- 1.2. **Bid Documents:** include the contract, the General and Supplemental Conditions, the Advertisement/Invitation for Bids, the Project Manual (Specifications) and all Drawings issued for the purpose of preparing a Bid.
- 1.3. **Bid Release:** a set of Bid Documents.
- 1.4. **Bid Category:** areas of Work performed by a General Contractor and its Subcontractors.
- 1.5. **Addenda:** written or graphic instruments issued prior to the execution of the Contract which modify or interpret the Bid Documents, including Drawings and Specifications, by additions, deletions, clarifications or corrections.
- 1.6. **Bid:** means a proposal prepared and submitted as required herein.
- 1.7. **General Contractor:** shall refer to the entity contracted to perform the Work of one or more Bid Categories whether referred to in the Contract Documents as Contractor, Subcontractor or General Contractor.
- 1.8. The **contract documents** consist of the agreement, the conditions of the contract (General, Supplementary General and Special Conditions), the Schedule Narrative, Description of the Work, the drawings, the specifications, appropriate performance and payment bonds, all addends issued prior to execution of the contract, and all modifications issued after execution of the contract.

2. BIDDER'S REPRESENTATION

2.1. Each Bidder, by submitting a Bid, represents that the Bidder has read and understands the Bid Documents, has visited the site and is familiar with the local conditions under which the Work is to be performed and has made its own review therefore of the facilities and difficulties attending the performance and completion of the Work.

3. BIDDING PROCEDURES

- 3.1. All Bids must be submitted on the unaltered Bid Forms provided as part of the Bid Documents and in accordance with these Instructions to Bidders.
- 3.2. Each Bidder shall ascertain prior to submitting a Bid that it has received all Addenda issued and shall acknowledge receipt on the Bid Proposal Form.
- 3.3. All Bids must be signed as follows:
 - A. Corporations: Signature of official shall be accompanied by a certified copy of the resolution of the board of directors authorizing the individual signing to bind the corporation.
 - B. Partnerships: Signature of one partner shall be accompanied by a certified copy of the power of attorney authorizing the individual signing to bind all partners. If a

- certified copy of the partnership's certificate submitted with the Bid indicated that all partners have signed, no authorization is required.
- C. Bids submitted by joint ventures shall be signed by one of the joint ventures and shall be accompanied by a certified copy of the power of attorney authorizing the individual signing to bind all the joint ventures.
- D. Individual signing on own behalf: No authorization is required.
- E. Individual signing on behalf of another: Power of attorney or comparable evidence of authority shall accompany Bid.
- 3.4. Bids shall be submitted in an opaque, sealed envelope. Facsimile, oral and fax Bids will not be accepted unless otherwise noted in the Bid Documents.
- 3.5. A Bid shall be invalid if it is not delivered to the location indicated in the Advertisement/Invitation for Bids on or before the required Bid Due Date.
- 3.6. No responsibility shall attach to the Owner, or representatives of either, for premature opening of any Bid, which is not properly addressed, delivered and identified.
- 3.7. Negligence in preparation, improper preparation, error in and/or omissions from the Bid shall not relieve the Bidder from fulfillment of any and all applicable obligations and requirements of the contract documents.
- 3.8. The Owner, Architect/Engineer in making copies of the Bidding Documents available, do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.
- 3.9. All Bids submitted shall be for the specified base scope of Work with no exceptions. Exceptions in the base Bid may be considered as basis for rejection.
- 3.10. Bidder shall not modify, withdraw or cancel a Bid or any part thereof for ninety (90) days after the time designated for the Due Date of Bids.

4. EXAMINATION OF BIDDING DOCUMENTS

- 4.1. Each Bidder shall examine the Bidding Documents carefully and, not later than seven (7) days prior to the date for Due Date of Bids, shall make written request to Clark Construction Company for interpretation or correction of any ambiguity, inconsistency or error therein discovered. Only written interpretation or correction by Addendum shall be binding.
- 4.2. Each Bidder shall submit a Bid based on the entire set of Bid Documents. Bidders shall review all Drawings and Specifications to identify Work related to its respective Bid Category. Complete sets of Drawings are available for review at the locations indicated in the Advertisement/Invitation for Bids.
- 4.3. Failure to review the complete set of documents and to identify items reasonably interpreted to be in the scope of the Bid Category shall not relieve the General Contractor of its responsibility to perform the Work.

- 4.4. Any incidental item of material, labor or detail, required for proper execution and completion of the Work, omitted from the Contract Documents, but required by governing codes, local regulations, trade practices, operational functions, and quality workmanship, shall be provided as part of the contract Work at no additional cost, even though not specifically detailed or noted.
- 4.5. General Contractor shall not scale Drawings to obtain dimensions.
- 4.6. All Bidders shall provide familial disclosure in compliance with MCL 380.1267 and attach this information to the Bid. The Bid shall be accompanied by a sworn and notarized statement disclosing any familial relationship that exists between the Owner or any employee of the Bidder and any member of the Board of Education of the school district, or the Superintendent of the school district. The District will not consider a Bid that does not include this sworn and notarized statement.
- 4.7. Each Bid must be accompanied by a sworn and notarized statement certifying that the Contractor is not an "Iran linked business" within the meaning of the Iran Economic Sanctions Act. The District will not consider a Bid that does not include this sworn and notarized statement.
- 4.8. Each bid must be accompanied by a Compliance with School Safety Affidavit acknowledging understating, and complying with, all School Safety legislation. The District will not consider a bid proposal that does not include this sworn and notarized statement.

5. <u>BIDDER'S EXAMINATION OF PREMISES</u>

- 5.1. The Bidder represents that it has carefully inspected the Project site and examined the Drawings and Specifications and other Contract Documents and is familiar with and has satisfied itself as to the nature, location and amount of the Work, the Bidder's access thereto and ability to perform the Work, local code requirements applicable to the Work and requirements of permits and inspections, safety and barricade requirements, the terms and conditions of any applicable project labor and collective bargaining agreements, as well as the quality, quantity and availability of labor, materials, equipment and facilities and other items required for the performance of the Work and the possible limiting physical and other conditions which may be encountered in the performance of the Work and assumes all risks therefrom. The Bidder has determined, by its own investigation and research, all the conditions affecting the Work to be performed and materials to be furnished and does not rely upon any representation by the Owner in connection therewith. In performing the Work, Bidder accepts the condition of the Project site as-is and assumes the risks with regard to existing conditions at the Project site.
- 5.2. The Bidder shall take its own measurements and be responsible for the correctness of same.
- 5.3. The Bidder shall be held to have made such examinations of the premises and no allowances will be made on its behalf by reason of error or omission on its part.
- 5.4. Plans, diagrams and other descriptive information which depict existing conditions are provided for scope identification and scheduling purposes only. Quantities, elevations, measurements and locations shown may have been approximated and/or gathered from

- dated, incomplete original construction documents. <u>This data should not be used for Bidding purposes without field verification by the Bidder.</u>
- 5.5. The Bidder's own Contract Document review and site inspection review of the Work areas shall be relied upon to provide the Bidder information he may require to properly execute and complete the Work. Questions must be submitted in writing to Clark Construction Company at least seven (7) days before the Bid due date to allow time for written Addenda to be issued.
- 5.6. Each Bidder shall examine the premises carefully and, not later than seven (7) days prior to the date for receipt of Bids, shall make written request to Clark Construction Company for any additional information required. Only written interpretation or correction by Addendum shall be binding.

6. SUBSTITUTIONS

- 6.1. Each Bid shall be based upon materials and equipment described in the Bid Documents.
- 6.2. Material and equipment substitutions will not be considered unless written request has been submitted for approval at least fourteen (14) days prior to Bid Due Date. Only approvals in a written Addendum shall be binding. Each substitution request shall include the following:
 - A. Complete description of the proposed substitution.
 - B. Information regarding specified material or equipment for which substitution is being submitted.
 - C. Drawings.
 - D. Manufacturer's literature.
 - E. Performance and test data.
 - F. Effect on performance characteristics.
 - G. Impact on the Work of other trades.
 - H. Any other data or information necessary for a complete evaluation.

7. RESERVATION OF RIGHTS

7.1. Birmingham Public Schools reserves the right, in its sole and absolute discretion (for this provision and all other provisions contained in this RFB), to accept or reject, in whole or in part, any or all Bids with or without cause. Birmingham Public Schools further reserves the right to waive any irregularity or informality in this RFB process or any Bid, and the right to award the Contract to other than the low Bidder(s). Birmingham Public Schools reserves the right to request additional information from any or all Bidders. Birmingham Public Schools reserves the right to select one or more Bidders. In the event a Bidder's Bid is accepted by Birmingham Public Schools and Bidder asserts exceptions, special considerations or conditions after acceptance, Birmingham Public Schools, in its sole and

absolute discretion, reserves the right to thereafter reject the Bid and award the Contract to another Bidder.

8. OWNER RIGHTS

- 8.1. The Bidder recognizes the right of the Owner to reject a Bid for no reason or any reason including but not limited to the following:
 - A. Bidder fails to furnish or submit data required in the Bidding Documents;
 - B. Bid is in any way incomplete or irregular;
 - C. Bidder's performance as a General Contractor was unsatisfactory under a prior contract for the construction, repair, modification, or demolition of a facility with the Owner, or Architect;
 - D. Known poor performance on prior contracts with parties other than the Owner or Architect; or
 - E. Unsatisfactory financial condition.
- 8.2. The Owner may accept alternates which serve its own best interest. The Owner shall have the right to accept alternates in any order or combination and to determine the low Bidder on the basis of the sum of the base Bid and Bid alternates accepted.
- 8.3. The Owner reserves the right to request qualification information from any Bidder before issuing documents, receiving Bids or awarding a Contract. The Owner may, at its sole discretion, accept or reject Bidders as qualified. The right to waive any informalities in qualification materials is reserved by the Owner. The Bidder, in submitting its Bid, agrees to accept the decision of the Owner as final.
- 8.4. Right To Audit: Contractor's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by the Owner to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by Contractor of any of its payees pursuant to execution of the contract. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this contract. For the purpose of such audits, inspections, examinations and evaluations, the Owner shall have access to said records from the effective date of this contract, for the duration of the work, and until two (2) years after the date of final payment by the Owner to Contractor pursuant to this contract.
- 8.5. To enable the Owner to evaluate the competency and financial responsibility of the Bidder, the Bidder shall, when requested by the Owner, furnish the following information:
 - 1. A list of projects completed during the previous twelve (12) months, including the contract values and the names of all owners involved.
 - 2. A statement regarding any past, present, or pending litigation with an owner. Such additional information may be required to satisfy the Owner that the

Bidder is adequately prepared, in technical experience, or otherwise, to fulfill the contract.

- 8.6. The submitters shall provide full disclosure of all existing client relationships that currently or prospectively may give rise to conflicts of interest and disqualification as governed by the codes of rules of professional responsibility and conduct.
- 8.7. Bids are considered irregular and may be rejected for any of the following reasons unless otherwise provided by law:
 - 1. If bid proposal form furnished is not used, altered, or incomplete.
 - 2. If there are unauthorized additions, qualifications, conditions, or irregularities of any kind which may make the bid incomplete, indefinite, or ambiguous as to its meaning.
 - 3. If bidder adds any provisions reserving right to accept or reject any awards of contract.
 - 4. If unit or lump sum prices or alternates contained in the bid schedule are obviously unbalanced either in excess of, or below, reasonable costs analysis values.
 - 5. If bidder fails to complete any portion of the Bid Proposal Form where information is requested such that the Bid Proposal Form cannot be properly evaluated.
 - 6. If bid security does not accompany bid proposal form.
 - 7. Failure of the bidder to inspect the proposed sites by appointment.
 - 8. Bidder's lack of responsibility as revealed by submitted information on either experience, or equipment statements.
 - 9. Bidder's lack of expertise as shown by past work and judged from the standpoint of workmanship and performance history.
 - 10. If any pertinent instructions to bidders is not fully complied with.

9. EQUAL OPPORTUNITY EMPLOYMENT POLICIES

9.1.1 The Bidder agrees that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin or age. The Bidder shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to race, religion, color, sex or national origin.

10. BID SECURITY

Each Bid must be accompanied by a Bid security in an amount of not less than 5% of the total base Bid sum, pledging that the Bidder will enter into a Contract with the Owner under the terms stated in the Bid Documents. (Refer to "Performance and Payment Bond" section).

- 10.1. The Owner shall have the right to retain the Bid security of Bidders under consideration until either:
 - A. the Contract has been executed and bonds and insurance have been furnished, or
 - B. the specified time has elapsed so that Bids may be withdrawn, or
 - C. All Bids have been rejected.
- 10.2. The amount of the Bid security shall be forfeited to the Owner upon failure of the successful Bidder to enter into a Contract and provide all required Bonds and Insurance to the owner within fifteen (15) days after acceptance of the Bid.

11. PERFORMANCE AND LABOR AND MATERIAL PAYMENT BONDS

- 11.1. The Bidder shall, within 15 days after the acceptance of any Bid, provide a Labor and Material Payment and Performance Bond, each covering the full amount of the Contract sum as security for the faithful performance of all Work under the Contract and payment of all charges in connection therewith. (Refer to "Performance and Payment Bond" section). Cost of said bonds shall be included in the base Bid.
- 11.2. Acceptable bidders will be required for contracts \$50,000 or more, upon request by Owner, as a condition precedent to award of contract, to furnish in the amount of 100% of the contract price, a satisfactory Performance Bond and Labor and Material Payment Bond, by a Treasury approved surety licensed to do business in the State of Michigan.
- 11.3. The proposed bonding company of the bidder shall be acceptable to the Owner. The Owner shall be listed as obligee on the bond.

12. LATE BIDS

Each Bidder is responsible for submission of its Bid. Bids or Bid revisions received after the Due Date will not be accepted or considered. The School District is not liable for any delivery or postal delays.

13. RETURNED BIDS

All Bids received after the Due Date will be unopened and made available to the respective Bidder for pick-up, at their sole cost and expense for a period of two (2) weeks after the Due Date.

14. CONTRACT ASSIGNMENT OR SUB-CONTRACT

The Contract shall not be assigned, transferred, or sublet, in whole or in part, by the Bidder without the prior written consent of the School District.

15. SUBCONTRACTORS

All workmen shall be thoroughly experienced in the particular class of Work in which they are employed. Nothing contained in the Contract shall create a contractual relationship

between the School District and any third party, including any Subcontractor of the Bidder. The Bidder shall be responsible for the management of its Subcontractors in their performance of their work. When using Subcontractors, the Bidder shall be fully responsible to the School District for the acts and omissions of its Subcontractors and of persons employed or directly employed by the Bidder as if the Subcontractors were employees of the Bidder.

16. HOURS OF WORK

Projects for Owner shall be performed, primarily during 7:00 a.m. to 7:00 p.m., Monday through Friday. Any changes to the established schedule must have prior approval of the Owner, and scheduled at the least disruptive time possible.

17. SAFETY

- A. All work performed by the Contractor shall meet and/or exceed all federal, state and local regulations.
- B. The Contractor shall be responsible for providing and for the placement of barricades, tarps, plastic, flag tape and other safety/traffic control equipment required to protect its employees, the public, surrounding areas, equipment and vehicles. The flow of vehicular traffic shall not be impeded at any time during this project. The safety of the Contractor's employees and the public is of prime concern to the Owner, and the Contractor must take all necessary steps to assure proper safety during the performance of the contract. Any bidders that have a history of safety problems or a high incidence of accidents will not be considered for award of a contract.
- C. The Contractor shall keep the premises clean of all rubbish and debris generated by the work involved and shall leave the premises neat and clean. All surplus material, rubbish, and debris shall be disposed of by the Contractor at the Contractor's expense. The Contractor shall provide a dumpster, if necessary. Location of the dumpster shall be pre-approved and coordinated with Owner ahead of time.
- D. The work area shall be cleaned at the end of each workday. All waste, tools, equipment, etc., shall be removed or safety stored. The Owner is not responsible for theft or damage to the Contractor's property. All possible safety hazards to workers or the public shall be corrected immediately and left in a safe condition at the end of each workday. If there is a question in this area, the Owner shall be consulted.
- E. The Owner does not assume any responsibility, at any time, for the protection of or for loss of materials, from the time that the contract operations have commenced until the final acceptance of the work by the Owner.
- F. Contractor shall perform all work so that no damage to the building or grounds results. Contractor shall repair any damage caused to the satisfaction of the Owner.

- G. Contractor shall take care to avoid damage to adjacent finished materials that are to remain. If finished materials are damaged, Contractor shall repair and finish to match existing material as approved by the Owner at Contractor's expense.
- H. The Contractor shall be responsible and liable for any and all damages caused by any action or inaction of an employee or subcontractor working for the Contractor.

SECTION 002413 SCOPE OF WORK GENERAL NOTES

1. **GENERAL**

- 1.1. All General Contractors shall be bound to all requirements and conditions applicable to the Work of their respective area of Work of Division 00 Procurement and Contracting Requirements and Division 01 General Requirements, Drawings, Specifications and Addenda.
- 1.2. Scope of Work General Notes shall be <u>applicable to all</u> General Contractors. The Scope of Work of each bid category shall include the following items required for, caused by or resulting from its Work.

2. GENERAL NOTES

- 2.1. Coordinate and cooperate with all entities associated with the project including the Owner, Architect, Independent Testing and Inspection agencies, local and other governmental authorities and other General Contractors. Cost incurred as a result of lack of coordination of Work, deliveries, access required by others, testing/inspection, schedule, penetrations, etc., shall be the responsibility of the General Contractor failing to notify others of action to be taken or other requirements.
- 2.2. Provide written Daily Reports to include the following minimum information:
 - A. Description of Work performed
 - B. Trade personnel classification and hours
 - C. Equipment used
 - D. Significant events/issues
 - E. Weather
 - F. Other items as requested
- 2.3. Delivery and storage of materials and equipment shall be the responsibility of each General Contractor and should be coordinated with the Owner and around the school schedule.
- 2.4. All means and methods, labor, material, tools, construction equipment and machinery necessary, including cranes, hoisting equipment, scaffolding, shoring and bracing, to complete the Work.
- 2.5. The General Contractor shall obtain and pay for all permits and fees associated with its Work including but not limited to the building permit.
- 2.6. All inspections required by state and local jurisdictions must be scheduled and documented by the General Contractor.
- 2.7. Minimal benchmarks and control lines will be provided. General Contractor shall be responsible for all other engineering and layout required for the performance of its Work.

SECTION 002413 SCOPE OF WORK GENERAL NOTES

- 2.8. Barricades, traffic maintenance and control as required. The school is occupied during construction, proper barricades and partitions from students and staff will be required.
- 2.9. Confine operations at the site to areas permitted by the Owner.
- 2.10. Protection and safekeeping of General Contractor's own materials and equipment stored on the premises.
- 2.11. Protect all existing structures, equipment, trees, landscaping, etc., to remain.
- 2.12. Dust control to prevent nuisance and hazard.
- 2.13. Cleaning of street of mud and debris (Refer to "Temporary Facilities and Controls" section).
- 2.14. Daily clean-up shall include broom cleaning, dumpster cost and removal of identifiable debris and rubbish from site (Refer to "Temporary Facilities and Controls" section for specific construction cleaning and cleaning of Work in place).
- 2.15. Pumping water required to perform the Work.
- 2.16. Temporary utilities as needed to perform the Work. This includes but is not limited to heating, cooling, water, power, etc.
- 2.17. The building must be secured at the end of every day. All openings need to be secured and weathertight.
- 2.18. Cutting, coring, patching and penetrations of any structural, architectural, mechanical and electrical materials required to complete the Work unless noted otherwise (Refer to "Cutting and Patching" specification section for specific cutting and patching requirements).
- 2.19. Use of tobacco products will not be allowed on the project site, smoking is against the law on school property
- 2.20. Loud activities may need to be done before or after school operation if they become a nuisance, this includes but is not limited to demolition, tile removal, etc.
- 2.21. All shutdowns will need to be coordinated around school activities and likely have to be performed after school hours and activities.
- 2.22. This contractor is to provide temporary toilets and dumpsters. Coordinate locations of these items and parking with the Owner.
- 2.23. Final cleaning will be done by the Owner.
- 2.24. Weekly coordination meetings with the Owner and Architect will be required. An update on schedule will need to be provided.

SECTION 002413 SCOPE OF WORK GENERAL NOTES

2.25. All testing as required by TMPs specifications must be scheduled by the General Contractor. The testing agency will be employed by the Owner. All cost for testing will be paid for by the Owner.

SECTION 002416 SCOPE OF WORK BID CATEGORY SPECIFIC NOTES

BID CATEGORY General Contractor

GENERAL – The following shall not be interpreted as a complete itemization of the work to be performed under this Bid Category. This Bid Category General Contractor shall be responsible to perform all work reasonably interpreted to be included in its scope of work in accordance with the drawings and specifications in addition to these Bid Category notes of clarification.

<u>BASE SPECIFICATION</u> – (Include <u>all</u> Work specified or reasonably inferred) <u>002413 – SCOPE OF WORK GENERAL NOTES</u> – (Include <u>all</u> Work specified or reasonably inferred)

All Drawings and Specifications as Issued by TMP dated December 4, 2017

DIVISION 01 - GENERAL REQUIREMENTS

024119 - Selective Demolition

030513 - Concrete Water Vapor Reducing Admixture

033000 - Cast-In-Place Concrete

042000 - Unit Masonry

051200 – Structural Steel Framing

055000 – Metal Fabrications

061000 – Rough Carpentry

064023 – Interior Architectural Woodwork

071113 – Bituminous Damp proofing

072400 - Interior/Exterior Finish System

076200 - Sheet Metal Flashing and Trim

078446 – Firestop Joint Systems

079200 - Joint Sealants

081113 – Standard Steel Doors and Frames

081416 – Flush Wood Doors

082250 – FRP Doors and Aluminum Frames for FRP Doors

084113 – Aluminum Entrances and Storefronts

087100 – Door Hardware

088000 - Glazing

092900 – Gypsum Wallboard Assemblies

095113 – Acoustical Ceilings

099100 – Painting

101400 – Interior Signage

102800 - Toilet and bath Accessories

104400 – Fire Protection Specialties

122413 – Roller Shades

123203 – Prefabricated Cabinets and Countertops

200500 - Common Work Results

200513 – Common Motor Requirements for Equipment

200523 - General Duty Valves for Piping

SECTION 002416 SCOPE OF WORK BID CATEGORY SPECIFIC NOTES

- 200529 Hangers and Supports 200553 - Mechanical Identification 200593 – Testing, Adjusting and Balancing 200700 - Mechanical Insulation 211313 – Wet-Pipe Sprinkler Systems 221116 - Domestic Water Piping 221119 – Domestic Water Piping Specialties 221316 – Sanitary Waste and Vent Piping 221319 – Sanitary Waste Piping Specialties 221413 – Storm Drainage Piping 224200 - Commercial Plumbing Fixtures 224700 – Drinking Fountain and Electric Water Coolers 230923 – Instrumentation and Control for HVAC 232113 – Hydronic Piping 232116 – Hydronic Piping Specialties 233113 - Metal Ducts 233300 – Air Duct Accessories 233423 – HVAC Power Ventilators 233713 – Diffusers, Registers and Grilles 233723 – HVAC Gravity Ventilators 237413 – Packed Rooftop Units 238216 – Air Coils and Drain Pans 238223 – Vertical Unit Ventilators 238233 – Convectors 238236 – Finned Tube Radiation Heaters 238239 – Cabinet Unit Heaters 238239.16 – Propeller Unit Heaters 260500 – Common Work Results for Electrical 260519 – Electrical Power Conductors and Cables 260526 – Grounding and Bonding for Electrical Systems
- 262813 Fuses
- 262816 Enclosed Switches and Circuit Breakers

260553 – Identification for Electrical Systems 262416 – Panelboards and Distribution Equipment

260529 – Hangers and Supports for Electrical Systems 260533 – Raceway and Boxes for Electrical Systems

- 265100 Lighting
- 283111 Fire Alarm System

262726 – Wiring Devices

312000 - Backfill

SECTION 002416 SCOPE OF WORK BID CATEGORY SPECIFIC NOTES

1. All labor, material, tools, equipment, general requirements, general conditions necessary to complete all work in the drawings and specifications for West Maple Elementary French School Remodeling as issued by TMP dated December 4, 2017. This includes but is not limited to scheduling testing per the specs, ordering and maintaining dumpsters and portable toilets, paying and obtaining building permits and scheduling all necessary state inspections. All cost for drawing reproductions, dumpsters, portable toilets, building permits, etc. will be by the contractor. Testing cost will be by the Owner.

SECTION 003113 PROJECT MILESTONE SCHEDULE

1. **GENERAL**

1.1. Milestone dates identified herein shall become binding under the Contract. The Bidder represents that it will provide sufficient labor, material, supervision, equipment and other necessary resources to achieve the milestone dates.

2. SCHEDULE REQUIREMENTS

- 2.1. Bidders shall review the milestone schedule for Work included in the construction documents and advise, at bid time, of any severe discrepancies identified.
- 2.2. Bid Proposals shall be based on overall time duration provided in the milestone schedule for all construction activities.
- 2.3. General Contractors will be required to submit monthly progress reports and updated schedules as directed.
- 2.4. The General Contractor shall review, check, approve and submit, in such sequence as to cause no delay in the Work or in the Work of the Owner or any separate General Contractor, all shop drawings, product data and samples required by the Contract Documents.

3. <u>MILESTONE SCHEDULE</u>

Board Award of Contract	January 23, 2018
Start Construction/ Demolition / Pool Infill	January 29, 2018
Complete all Construction, Final Inspections	June 29, 2018
Punchlist Complete	July 13, 2018
Technology and furniture	June 25th – July 20th
Final Cleaning	July 16th – August 10th
Owner Move In	August 13, 2018

SECTION 004126 BID FORM

BIDDER'S NAME:			
PROJECT:	Birmingham Public S	chools	
BID RELEASE NO.:	5 – West Maple Elem	nentary French School R	Remodeling
OWNER:	Birmingham Public S	chools	
ARCHITECT:	TMP Architecture		
BIDDING CONTACT:	Clark Construction C	ompany	
ATTENTION: TELEPHONE: E-MAIL:	Becky Timberlake 248-763-8838 rtimberlake@clarkcc.	.com	
1. <u>BID</u>			
Specifications, together with the surrounding the construction of t equipment and labor. The under labor, material, equipment and so Documents for: A. Bid Category No.: Des	the proposed Work includersigned submits the followervice to complete the Wo	ling the availability of naving Bid and agrees to fi	naterials, furnish all the Contract
1. For the Lump Su	•	(\$	
1		<u> </u>	Dollars
All appropriate sa	ales taxes are included in	the above Lump Sum B	
2. <u>ADDENDA</u>			
2.1. The undersigned acknowledge thereof in the Lump Sum Base		g Addenda and has incl	luded the cost
No. 1, dated No. 2, dated No. 3, dated	No. 5, dated_		

SECTION 004126 BID FORM

3. TRADE HOURS

	3.1.	Total estimated trade hor	irs required to i	perform the Work	Trade Hours
--	------	---------------------------	-------------------	------------------	-------------

3.2. The undersigned acknowledges that the estimated trade hours provided above are for scheduling purposes only and shall not be deemed a limit to trade hours required to perform the Work and shall not be considered as a basis for claim.

4. BID SECURITY

4.1. Bid security in the amount of 5% of the Bid, shall accompany this Bid.

5. PERFORMANCE AND LABOR AND MATERIAL PAYMENT BOND

5.1. A Performance and Payment Bond is required for any Bid of \$50,000 or more. The undersigned confirms that the cost of required Bonds is included in the base bid amount.

6. <u>REJECTION OF BID</u>

6.1. The undersigned acknowledges the right of the Birmingham Public Schools to accept or reject in whole or in part any or all Bids and to waive any informality or irregularity in the Bid, or to award the Contract to other than the low Bidder in its sole and absolute discretion.

7. PROJECT SCHEDULE

7.1. The undersigned acknowledges that it shall meet requirements of the Project Schedule (Section 003113).

8. EXTRA WORK

- 8.1. The undersigned agrees that:
 - A. A maximum of 15% overhead and profit will be allowed for Changes in the Work performed by the General Contractor.
 - B. A maximum of 5% overhead and profit will be allowed for Changes in the Work for any tier Subcontractor.
 - C. For changes involving both additional costs and credits to the Contract, the mark-up will be allowed on the net add only after all credits have been deducted from the additional work.

9. <u>ALTERNATES</u>

9.1. General

- A. Each Bidder <u>MUST</u> furnish alternate pricing for the Work of its respective Bid Category for the following alternates.
- B. Alternates shall not be included in the Lump Sum Base Bid.

SECTION 004126 BID FORM

C. Alternate price shall include all cost for labor, material, equipment, service, overhead and profit including any bonds and taxes as required in the Bid Documents to complete the Work of the Bid Category.

9.2. List of Alternates

1. Alternate No. A-1: For Rooms D105, D106, D107, D108 and D109 quote change in price to not provide concrete work; doors and frames; door s; er ıg

	hardware; louvers and vents; gypsum acoustical ceilings; painting; interior sig shades; and prefabricated cabinets and rough-in work 3 and alternate heating, electrical work, as indicated on Drawing	nage; toilet and bath accessories; roller countertops; and to provide plumbing ventilating and air conditioning work,
	Add/Deduct (Circle one)	\$
2.	Alternate No. A-2: Quote change in Corridors D104, D110, D112 and D1 Specifications.	
	Add/Deduct (Circle one)	\$
3.	Alternate No. A-3: Quote change in proclassrooms D105 and D108, as indicated	-
	Add/Deduct (Circle one)	\$

10. **ALLOWANCES**

10.1. General

- A. Allowances for specific materials (i.e., carpet, wall covering, etc.) shall cover the material cost only. All other costs including labor, overhead and profit and incidentals shall be included in the base Bid.
- В. Refer to Bid Category and Allowance Specification Sections for allowance amount to include in base Bid.

SECTION 004126 BID FORM BIDDER'S NAME:____ LEGAL ADDRESS: ZIP CODE: CONTACT NAME: TELEPHONE NO.: FAX NO.: **EMAIL ADDRESS:** The Bidder declares the following legal status in submitting this Proposal: (Check one) _A Corporation organized and existing under the laws of the State of Michigan _____A Partnership Other **CONTRACT ACKNOWLEDGEMENT** General Contractor hereby acknowledges acceptance of the terms of the Contract and will enter into the Contract with no modifications to the terms of the Contract. **SIGNATURE** Respectfully submitted: **SIGNATURE** BY:____ Federal Employer Identification No.: State License No.: BIDDER'S NAME: ____

Familial Disclosure Affidavit

Schools (the "School District") Req provided below, no familial relation Bidder, and any member of the Boa	uest For onships and of Ed the Scho	norized officer of	nat, except as loyee of the aperintendent
<u>List any Familial Relationships</u> :			
	BIDD	ER:	
		Name of Bidder	
	By: Its: Date:		
STATE OF)			
)ss.			
This instrument was acknowledged be	pefore n	ne on the, 2	.017, by
		, Notary Pu	
		•	IUIIC
		County,	
		My Commission Expires: Acting in the County of :	
		Acting in the County of :	

204036399.1 22075/185138

<u>AFFIDAVIT OF COMPLIANCE – IRAN ECONOMIC SANCTIONS ACT</u> Michigan Public Act No. 517 of 2012

The undersigned, the owner or authorized officer of the below named Bidder (the "Bidder"), pursuant to the compliance certification requirement provided in the Birmingham Public Schools' (the "School District") Request For Bids For (the "RFB"), hereby certifies, represents and warrants that the Bidder (including its officers, directors and employees) is not an "Iran linked business" within the meaning of the Iran Economic Sanctions Act, Michigan Public Act No. 517 of 2012 (the "Act"), and that in the event Bidder is awarded a Contract as a result of the aforementioned RFB, the Bidder/Contractor will not become an "Iran linked business" at any time during the course of performing the Work or any services under the Contract.

The Bidder further acknowledges that any person who is found to have submitted a false certification is responsible for a civil penalty of not more than \$250,000.00 or 2 times the amount of the contract or proposed contract for which the false certification was made, whichever is greater, the cost of the School District's investigation, and reasonable attorney fees, in addition to the fine. Moreover, any person who submitted a false certification shall be ineligible to bid on a request for proposal for three (3) years from the date it is determined that the person has submitted the false certification.

204036399.1 22075/185138

AFFIDAVIT OF BIDDER

(COMPLIANCE WITH SCHOOL SAFETY INITIATIVE LEGISLATION)

The undersigned, the owner or authorized officer of	(the "Bidder"),
The undersigned, the owner or authorized officer ofcertifies to Birmingham Public Schools (the "School Di	strict"), that any and all persons who will work
directly or indirectly for the Bidder, including, but not l	imited to, Bidder's employees, agents, vendors,
subcontractors or consultants, and who will work at or o	on any School District property, shall at all times
be in compliance with MCL 380.1230, 380.1230a, 380.	1230c, 380.1230d, and 380.1230g and have not
been convicted of any "listed offenses". 1 The Bidder fu	rther warrants and represents that all persons who
will work directly or indirectly for the Bidder, including	g, but not limited to, Bidder's employees, agents,
vendors, subcontractors or consultants, and who will we	ork at or on any School District property, shall at
all times be in compliance with MCL 380.1230, 380.12	30a, 380.1230c, 380.1230d, and 380.1230g. In
this regard, Bidder agrees, without limitation, to report	
any such person is charged with a crime listed in Sectio	n 1535a(1) of the Revised School Code ² or a
substantially similar law, and to immediately report to t	he School District if that person is subsequently
convicted, plead guilty or plead no contest to that crime	
	DIDDED.
	BIDDER:
	By:
	-y
	Its:

¹The term listed offenses means those defined in section 2 of the Sex Offenders Registration Act (SORA), MCL 28.722

²MCL.380.1535a(1).

SECTION 005216 AGREEMENT FORM

1. GENERAL

The Contract form to be used for this Project shall be a modified AIA Document A101-2007 Standard Form of Agreement Between Owner and Contactor, as modified by Owner. The Contract will be issued in addendum #1.

SECTION 006113 PERFORMANCE AND PAYMENT BOND

1. **GENERAL**

- 1.1. Whether the Performance and Labor Material Payment Bond is single or dual obligee, trade contractor must provide a "Performance Bond and Labor and Material Payment Bond", AIA Document A312, December 1984, Third Printing 1987, of the American Institute of Architects, which are hereby made a part of the Contract Documents, the same as if bound herein. The Performance and Payment Bond shall be part of the Contract and shall apply to all Trade Contractors Contract Documents.
- 1.2. All bonding companies must be listed by the U.S. Treasury.
- 1.3. All bonding companies must be rated "A" or better by AM Best.
- 1.4. All bonding companies must be licensed to do business in Michigan, or the State in which the Project is located.
- 1.5. Copies of the Performance Bond and Payment Bond may be obtained from the American Institute of Architects, national office, 1735 New York Avenue, NW, Washington, DC 20006.
- 1.6. Refer to AIA 101 Contract and A201 General Conditions of the Contract for further performance and payment bond information.

SECTION 007216 GENERAL CONDITIONS

1. **GENERAL**

1.1. General Conditions of the Contract for Construction shall be a modified AIA Document A201 - 2007 (To be issued in addendum #1).

SECTION 012600 CONTRACT MODIFICATION PROCEDURES

1. GENERAL

- 1.1. General Contractors shall not proceed with any Change in the Work without written direction to proceed by the Owner. Increases to the Contract will not be allowed for any extra Work performed by the General Contractor without this written authorization to perform the Work signed by the Owner.
- 1.2. The Architect may issue documentation for Changes in the Scope of Work in the form of Bulletins or other form as provided in the Contract Documents.

2. PROCESS

- 2.1. Change documentation issued by the Architect will in turn be transmitted to the General Contractor for quotation of cost.
- 2.2. The General Contractor shall provide written quotations for Changes in the Work within seven (7) days unless otherwise noted in the request for quotation. All quotations for extra work should be submitted to Steve King via email at sking@birmingham.k12.mi.us.
- 2.3. Written quotations shall be broken down in detail. Quotation breakdown for Changes in the Work as a minimum shall include actual labor cost (hours x approved direct labor cost), itemized material cost, itemized equipment cost, overhead and profit.
- 2.4. In the event of credits to the Contract for deleted Work which is not quoted by the General Contractor as noted above, the Owner shall calculate a credit cost based on local industry standards for the Work and submit a quotation on behalf of the General Contractor and subsequently issue a deduct Change Order.
- 2.5. Upon acceptance of the proposed cost quotations by the Owner, the Owner will issue a change order.
- 2.6. The Owner may direct the General Contractor in writing to proceed with the Work at any point in time prior to formal approval of the Change Order. The General Contractor shall promptly proceed with the Work.
- 2.7. The Owner reserves the option to instruct a General Contractor to proceed with Work on a time and material cost basis.

3. COMPENSATION FOR CHANGES IN THE WORK

- 3.1. The price to be paid for Change in the Work shall be the actual and reasonable cost of:
 - A. Necessary materials (including transportation to the site); plus
 - B. Necessary direct labor cost (direct labor shall be limited to amounts paid to employees for hourly wages, fringe benefits, and payroll taxes). (Refer to "Labor Rate Calculation" form included); plus
 - C. All insurance required by reason of the performance of the extra Work; plus
 - D. Payments required to be made to labor organizations under existing labor agreements, plus;

SECTION 012600 CONTRACT MODIFICATION PROCEDURES

- E. Sales and personal property taxes, if any, required to be paid on materials incorporated in such extra Work, plus;
- F. Maintenance, operation, and rental of, or reasonable rental value of, contractorowned, necessary plant and equipment other than small tools (including gas, oil, electric current, etc.); plus
- G. Necessary installation and dismantling of such plant and equipment (including transportation to and from the site), if any items; plus
- H. For Work performed by General Contractor's own forces ten percent (15%) of the total of Items A through G as compensation for all other items of cost or expense including administration, overhead, general superintendence, small tools and profit; plus
- I. For Work performed by General Contractor's subcontractors General Contractor shall add five percent (5%) of the total subcontractor cost as compensation for all other items of cost or expense including administration, overhead, general superintendence, small tools and profit for General Contractors.
- J. For Work performed by General Contractor's Subcontractors subcontractors for their work shall add fifteen percent (15%) of the total of Items A through G as compensation for all other items of cost or expense including administration, overhead, general superintendence, small tools and profit for General Contractors.

4. Labor Rates

4.1 Labor rates must be submitted on the enclosed labor rate breakdown form prior to award of contract for review the Owner.

LABOR RATE CALCULATIONS

TRADE:

	STRAIGHT TIME			TIME & ONE HALF		DOUBLE TIME	
	JOURNEYMAN	FOREMAN	JOURNEYMAN	FOREMAN	JOURNEYMAN	FOREMAN	
WAGES							
Base Rate							
Vacation/Holiday							
Dues							
Taxable Wages							
· ·	,						
Fringes							
Health & Welfare							
Pension							
Annuity							
S.U.B.							
Other:							
Total Fringes							
Total Filliges							
Payroll Tax & Ins.							
F.I.C.A.							
Medicare							
S.U.I.T.							
F.U.I.T.							
S.B.T.							
Worker's Compensation							
PL & PD Insurance							
PL & PD insurance							
Total Payroll Tax & Ins.							
Total Premium Cost							
Total Hourly Cost							
Overhead & Profit (15%)							
Total Hourly Rate							

SECTION 012900 PAYMENT PROCEDURES

1. **GENERAL**

1.1. Payment procedures shall be strictly adhered to as a condition of payment.

2. PROJECT START-UP DOCUMENTATION

- 2.1. Prior to beginning Work at the project site, the following documentation shall be submitted to the Owner:
 - A. Current Certificate of Insurance with appropriate limits and Owner, and Architect named as additional insured. Contract Number and project description shall be noted on the Certificate of Insurance. (Refer to "Insurance Requirements" section).
 - B. Contract must be returned executed to the Owner.
 - C. Performance and payment bond must be submitted to the Owner.

3. APPLICATION FOR PAYMENT

- 3.1. All Applications for Payment shall be submitted in the AIA G702 and G703 format.
- 3.2. A Sworn Statement and Waivers of Lien as applicable shall be submitted with Applications for Payment. Applications which are not accompanied by an appropriate Sworn Statement will be rejected.
- 3.3. Payment applications which include application for payment for stored materials shall be accompanied by a Materials Stored Payment Form.
- 3.4. Payment applications should be submitted to Steve King with Birmingham Public Schools at sking@birmingham.k12.mi.us.
- 3.5. The following shall be clearly stated on all Applications for Payment:
 - A. Trade Contractor name
 - B. Address
 - C. Telephone number
 - D. Contract Number

SECTION 012973 SCHEDULE OF VALUES

1. **GENERAL**

- 1.1. General Contractor shall submit a Schedule of Values prior to award of Contract.
- 1.2. Upon request the General Contractor shall submit supporting data to substantiate the accuracy of the values provided.
- 1.3. The Schedule of Values as approved shall be used as the basis of all applications for payment.

2. FORM OF SUBMITTAL

- 2.1. The Schedule of Values shall be broken down sufficiently for ease of assessment of work completed throughout performance of the Work.
- 2.2. Each line item value shall be broken down into labor and material components including overhead and profit. The aggregate value for all items shall be equal to the Contract sum.
- 2.3. General Contractor shall provide further breakdown as Work progresses if required.
- 2.4. The following items shall be included in the Schedule of Values as a minimum:
 - A. Performance and Labor and Material Payment Bonds
 - B. Mobilization
 - C. Field Supervision, Layout, Barricades and Safety Precautions, Temporary Office and Equipment
 - D. Shop Drawings, Submittals and Samples
 - E. Project Clean-up
 - F. Closeout (The following items shall be included in addition to the contract required retention amount)

1.	As-Built Documents	1.0% of Contract Amount
2.	Training and O&M Manuals	1.0% of Contract Amount
3.	Attic Stock Material	0.5% of Contract Amount
4.	Punchlist Completion	2.0% of Contract Amount
5.	Warranty & Guarantee Documents	0.50% of Contract Amount