

DIVISION 1 - GENERAL REQUIREMENTS

SECTION 01001 INSTRUCTIONS TO BIDDERS

1. Complete bids for this project are due to the County Administrator Mr. John Burt at Otsego County located at 225 W. Main Street, Room 203 – Gaylord, Michigan no later than 1:30 p.m. on May 14, 2012. Fax bids are not acceptable.
2. Bids will be opened publicly and read aloud.
3. The Owner reserves the right to accept or reject any and all proposals with or without cause or reason.
4. Contractors may inspect existing site and must coordinate access with Architect.
5. Bid documents will be available through the County of Otsego. No charge is required if digital files are requested.
6. Questions during the bidding process can be directed to Todd Seidell, Architect. Telephone (989) 731-0372, cellular (989) 370-7842.
7. All bidders have the responsibility to read and review the contract documents carefully, and to familiarize themselves thoroughly with all requirements. All bidders are encouraged to visit the site prior to submitting their bids. All bids must take into consideration existing conditions and be responsible for them.
8. The Contractor will engage the services of an independent testing firm to take random soil compaction tests prior to placement of floor slabs and footings. They will also do compressive testing on concrete cylinders. Proper execution of the work is the Contractor's responsibility. (This item shall be excluded at this time)
9. Certain material specifications are directly on the drawings. All bidding documents must be examined thoroughly before submitting your bids.
10. *Applications for payment: Contractors are to make application for payment by the 25th day of each month on A.I.A. forms G-702 and G-703. Monthly payments will be made to the Contractor on the percentage of completed work and material stored on site, less 5% retainage. Payments will be issued on or about the 10th of the following month.*

11. At each pay application, the contractor must supply the Architect with a Waiver of Lien covering all material, sub-contractors, and labor for prior month's payment. Before final payment is made, all work must be accepted by the Owner, and Architect, and the contractor must supply fully unconditional Waivers of Lien for all materials, sub-contractors and labor.
12. **Contractor's Liability Insurance.** Refer to Otsego County Standards for Insurance.
13. The Contractor will arrange for temporary utilities required for construction, unless noted otherwise (temporary power and water).
14. The Contractor shall provide temporary toilet facilities for contractor use.
15. The Contractor will provide dumpsters for construction debris. It is the Contractor's responsibility to put debris in dumpsters on a daily basis, "A clean jobsite is a safe jobsite."
16. Safety is the responsibility of each individual Contractor. Each Contractor, their Sub-contractors and suppliers shall comply with all local safety ordinances and OSHA regulations and requirements while performing their work. On-site job safety meetings will be held on a regular basis.
17. Contractors shall consider protection of finish work of prime importance. Care shall be taken by contractors not to damage completed work of other contractors and to provide adequate protection for their own completed work (including weather protection).
18. The Contractor shall arrange for flagman, barricades, etc. to maintain proper traffic flow if required by the contractor's operations.
19. Contractor to furnish a written guarantee that all labor and materials furnished and work performed, including portion of trade assigned or sublet, are in accordance with contract documents. Should any defect develop during construction or guarantee period due to improper materials, workmanship or arrangements that defect will be repaired or replaced by contractor without expense to owner.
20. The guarantee is to be good for a period of one (1) year from date completed work is turned over to and accepted by owner.

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21. Submit six (6) sets of shop drawings and required samples to the Architect for review within two (2) weeks prior to start of work.
22. No proposals may be withdrawn for a period of thirty (30) days after the receipt of proposals.
23. The Contractor will arrange for and provide a Building Permit. The mechanical, plumbing and electrical contractors shall take out and pay for their respective permits, inspection fees, etc., as required by law.
24. Labor and materials - under this contract, all labor, materials, equipment and miscellaneous items are to be included for a complete project. Contractor is to include sales tax on materials in the bid. Certain materials and systems are specified in this project manual. Others are specified directly on the drawings. Under either condition, it shall be deemed to include all necessary labor and material.
25. All material shall be delivered to the site in their original containers bearing manufacturers label and marking as to the contents of the containers. Materials shall be stored in a protected place, properly covered and raised off the floor or grade. Security of materials and the replacement of materials in the event of a loss are the contractor's responsibility.
26. Furnish "as built" drawings when project is completed. "As built" shall identify all deviations from the original plans. "As built" drawings must be received before any final payments can be made.
27. Work Days: Construction schedules are based on Contractors working five (5) day weeks, eight (8) hours per day unless overtime or additional time is designated. Any variation to this policy will be disruptive to the Project Construction Schedule and to other Contractor's work. Contractors may not use a four (4) day, forty (40) hour week or any other foreshortened work week other than a five (5) day, eight (8) hour per day week or that may be specifically required by the Construction Schedule. Any deviation from this must be requested in writing to the Architect.
28. General conditions of this contract shall be the standard most current edition of the AIA Document A201. Anyone wishing to obtain a copy can request one from the Architect.

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29. Construction change directive mark-up:

-Contractor mark – up: 15%

-Contractor mark-up on Subcontractor 5%

30. Pre-Construction Meetings: Prior to the initiation of on-site activity, a mandatory meeting will be held with all Bid Division Contractors for the purpose of planning, scheduling and coordinating an orderly initiation of on-site construction activity. All contractors must have a representative at this meeting. The person(s) attending must be directly involved with the work of this project for this Contractor.

Pre-Construction Conferences: Each sub contractor is required to meet on the site with the Architect/Engineers as required by the Contractor prior to beginning their work. The purpose of this meeting is to review the intent of the contract documents as they pertain to the Contractor’s work, and to integrate the initiation of that work with work already in progress on the site. The person(s) attending must be directly involved with the work of this project for this contractor.

Progress and Project Meetings: Contractors active onsite shall be required to attend Progress and Project Meetings when called by the Architect. These meetings are for the purpose of planning and assessing construction progress and for discussing problems of mutual concern.

It shall be mandatory that each Contractor and/or their superintendent, foreman or lead person be in attendance at these meetings.

All decisions, instructions and interpretation given by the Owner or their designated representatives at these meetings shall be conclusive, and shall be binding on the Contractors.

The minutes of such meetings will be recorded and distributed to the Sub Contractors by the Contractor.

31. Starting the Work: The Contractor shall commence the work in such a manner and at such a time as to expeditiously interface with the work of other contractors, and shall pursue the work diligently to completion. The Contractor shall work in a cooperative manner with other contractors.

Upon receipt of a Notice to Proceed, the Contractor shall pursue and complete the work without voluntary interruption for any reason, as long as the work can be

performed. The Contractor agrees that they shall continue the work at all times the work can be performed, at a pace consistent with good industry practice, regardless of pending or current claims or disputes in connection with the contract documents.

32. Safety:

- A. Safety is the responsibility of each individual Contractor. Each Contractor shall comply with all local safety ordinances and OSHA regulations and requirements while performing the work.
- B. Each Contractor is required to submit bound Material Safety Data Sheets (MSDS) to the Construction Manager, to be used for reference only, prior to transporting the material/ chemical to site. In addition, it is the responsibility of each Contractor to maintain an accessible MSDS file for their employees, subcontractors, sub-subcontractors, and supplies that are on site.
- C. Each Contractor shall submit evidence of an Employer Safety Program that complies with current OSHA regulations and requirements prior to beginning any contract work. This information shall be submitted directly to the County Administrator John Burt.
- D. The Contractor and their Subcontractor(s), Sub-subcontractor(s), and suppliers shall take all necessary precautions to ensure the safety of the public and of workers on the job, and to prevent accidents and injury to persons, or about or adjacent to the premises where the work is being performed. The Contractor and their Subcontractor(s), sub-subcontractor(s), and suppliers shall comply with Federal and State OSHA regulations and all other laws, codes, ordinances, and regulations relative to safety and the prevention of accidents.
- E. The Contractor shall designate a responsible representative at the job site as a Safety Representative who shall be responsible for the promotion of safety and prevention of accidents, and shall enforce all applicable laws, ordinances, codes, rules, regulations and standards pertaining to safety and prevention of accidents.

33. Contract Close-Out:

Description:

- A. Each Contractor shall comply with requirements stated in the contractor documents for procedures in closing out the work.

- B. Each Contractor shall be allowed thirty (30) calendar days from the date of receipt of the Architect's inspection report to complete the items on both their list of items to be completed or corrected and the Architect's inspections report. Contractor's failing to perform in accordance with these time parameters will be subject to the provisions of the General Conditions, and the Owner will have the right to carry out the work in need of correction and/or completion, the cost of which will be deducted from the Contractor's contract amount.
- C. By the act of signing the Certificate of Substantial Completion prepared by the Construction Manager and/or Architect, the Contractor represents that they have:
 - 1. Reviewed the contract documents.
 - 2. Inspected their work for compliance with the contract documents.
 - 3. Completed their work in accordance with the contract documents, and all pertinent submittals.
- D. They further represent that:
 - 1. Equipment and systems have been tested in the presence of the Owner's representative and are operational.
 - 2. Their work is completed and ready for final inspection.

Contractor's Close Out - Submittals

- A. Upon Substantial Completion, the Contractor shall submit the following to the Owner through the Construction Manager:
 - 1. Evidence of compliance with requirements of governing authorities, including Certificates of Inspection.
 - 2. Warranties.
 - 3. Evidence of Payment of Release of Liens.
 - 4. Certification of Substantial Completion.
 - 5. Record Drawings.

6. All test reports, material certifications, etc., as required by the Health Department, City Officials, etc., as specified in the contract documents.

Owner Instructions and Training:

- A. Each contractor shall instruct the Owner or Owner's designated staff in the proper operation, use and maintenance of all materials, finishes, equipment and systems installed or furnished by the Contractor.
- B. Operating and Maintenance Manuals: Prior to Substantial Completion of Work, submit operating and maintenance manuals for the equipment to the Architect through the Construction Manager. Submit in two copies, unless otherwise specified.

The manuals shall be neatly edited with similar equipment grouped, pages tabbed and indexed, All materials shall be printed or typewritten, and individual pages shall be set into plastic covers. The manuals shall contain the following information:

1. Complete operating instructions and recommendations for the type of fuel and other materials to be used in or with the item.
2. Manufacturer's complete data sheets.
3. Complete cleaning instructions including recommended cleaning materials.
4. Complete lubrication data and schedules.
5. Maintenance data, repair and adjustment data including manufacturer's instructions.
6. Parts list with numbers, recommended parts to stock and nearest parts depot and service organization.
7. Assembly drawings, wiring diagrams, mechanical diagrams and installation diagrams and instructions.

Special tools: Provide special tools normally furnished with equipment which is required for maintenance purposes such as wrenches for door closers.

- C. Owner instruction and training will be scheduled by the Design/Builder. Contractors will have all subcontractor representatives and factory and equipment

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supplier representatives present at these meetings as required to provide complete operating and maintenance instructions.

- D. Refer to individual sections of the work for additional operating and maintenance instruction requirements.

Rebates:

- A. All utility rebates are to be turned over to the Owner. Each Contractor shall supply the Owner with the necessary information and assist the Owner in obtaining rebates.

Final Application for Payment:

- A. Each Contractor shall submit the final application for payment in accordance with the procedures and requirements stated in the General Conditions. Close-out documents must be complete and submitted to the Design/Builder before receiving final payment.

Certificate of Insurance:

- A. CONTRACTOR shall deliver to OWNER, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by OWNER or any other additional insured) which CONTRACTOR is required to purchase and maintain. OWNER shall deliver to CONTRACTOR, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by CONTRACTOR or any other additional insured) which OWNER is required to purchase and maintain.

END OF SECTION