PROJECT MANUAL
FOR
NORTHWOOD UNIVERSITY

RFP-NU-FR08
HACH AND BENNETT CENTERS INTERIOR RENOVATIONS
MIDLAND, MICHIGAN

11/12/2021
Project Number 210833

ARCHITECT/ENGINEER
FISHBEEK
1515 Arboretum Drive, SE
Grand Rapids, Michigan 49546
616.575.3824

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Northwood University
Hach and Bennett Center Interior Renovations
Project No. 210833

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SECTION 00 01 02 - PROJECT INFORMATION

PART 1  GENERAL

1.1 PROJECT IDENTIFICATION

A. Project Name: RFP-NU-FR08 Northwood University Hach and Bennett Center Interior Renovations, located at:

4000 Whiting Dr.

Midland, MI 48640

B. The Owner, hereinafter referred to as Owner: Northwood University

1.2 NOTICE TO PROSPECTIVE BIDDERS

A. These documents constitute an Invitation to Bid to General Contractors for the construction of the project described below.

1.3 PROJECT DESCRIPTION

A. Summary Project Description: Replacement of millwork, doors and flooring, refinishing/painting and wall base on a portion of the walls and minor electrical work (reefing floor boxes and some millwork) at the Hach Student Center and Bennett Sports Center on Northwood’s Midland Campus.

B. Contract Terms: Lump sum (fixed price, stipulated sum).

1.4 PROJECT CONSULTANTS

A. Owner’s FEMA Consultant: CSRS.
   3. Phone/Fax: 225.769.0546.
   4. Contact: John Nsibirwa
   5. E-mail: john.nsibirwa@csrsinc.com.

   1. Address: 1515 Arboretum Dr SE.
   2. City, State, Zip: Grand Rapids, MI 49549.
   3. Contact: Ryan Musch 616.464.3905
   4. Email: rmusch@fishbeck.com

1.5 BIDDING TIMETABLE

A. Mandatory Site Walk-Through: November 18, 2021 at 10:00 am

B. Bid Due Date: November 30, 2021, before 4 PM local time.

C. Bids May Not Be Withdrawn Until: 30 days after due date.
D. Desired Construction Start: 10 Days after Notice to Proceed.

E. Desired Substantial Completion Date: Not later than 90 calendar days from Notice to Proceed.

Please note in your Bid response if the schedule above can be completed on time. If you cannot meet the desired construction timeframe, please provide an alternate construction timeframe on your bid form.

F. The Owner reserves the right to change the schedule or terminate the entire procurement process at any time.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION
SECTION 00 21 13 - INSTRUCTIONS TO BIDDERS

INVITATION

1.1 BID SUBMISSION
   A. Bids signed, executed, and dated will be received at the office of the Architect at Fishbeck’s Grand Rapids Office: 1515 Arboretum Dr SE Grand Rapids, MI 49546, attention – Bill Zaske, before 4:00 p.m. local time on the 30th day of November, 2021.

1.2 WORK IDENTIFIED IN THE CONTRACT DOCUMENTS
   A. Work of this proposed Contract comprises the renovation of the Hach Student Center and Bennett Sports Complex, including general construction Work.

   B. Location: Hach Student Center and Bennett Sports Center at Northwood University.

1.3 CONTRACT TIME
   A. Perform the Work in 90 calendar days. The bidder may suggest a revision to the Contract Time, with explanation.

BID ENCLOSURES/REQUIREMENTS

2.1 BID FORM REQUIREMENTS
   A. Complete all requested information in the Bid Form and Appendices.

2.2 FEES FOR CHANGES IN THE WORK
   A. Include in the Bid Form, the overhead and profit fees on own Work and Work by subcontractors, applicable for Changes in the Work, whether additions to or deductions from the Work on which the Bid Amount is based.

2.3 BID FORM SIGNATURE
   A. The Bid Form shall be signed by the bidder, as follows:
      1. Sole Proprietorship: Signature of sole proprietor in the presence of a witness who will also sign. Insert the words "Sole Proprietor" under the signature.
      2. Corporation: Signature of a duly authorized signing officer(s) in their normal signatures. Insert the officer's capacity in which the signing officer acts, under each signature. Affix the corporate seal. If the bid is signed by officials other than the president and secretary of the company, or the president/secretary/treasurer of the company, a copy of the by-law resolution of their board of directors authorizing them to do so, must also be submitted with the Bid Form in the bid envelope.
2.4 SELECTION AND AWARD OF ALTERNATES
A. Bids will be evaluated on the base bid price. After determination of a successful bidder, consideration will be given to Alternates and bid price adjustments.

2.5 INSURANCE REQUIREMENTS
A. Refer to Appendix B Attached

OFFER ACCEPTANCE/REJECTION

3.1 DURATION OF OFFER
A. Bids shall remain open to acceptance and shall be irrevocable for a period of thirty (30) days after the bid closing date.

3.2 ACCEPTANCE OF OFFER
A. Owner reserves the right to accept or reject any or all offers.
B. After acceptance by Owner, Architect on behalf of Owner, will issue to the successful bidder, a written Bid Acceptance.

FEDERAL GOVERNMENT AND FEMA STANDARDS AND GUIDELINES

4.1 GENERAL
A. The work performed under this contract may be wholly or partially funded by Federal Government and/or FEMA relief funding, therefore all bidders shall comply with the following Contract Provisions:

COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS:
This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

NO OBLIGATION BY FEDERAL GOVERNMENT:
The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS:
The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor’s actions pertaining to this contract.

DHS SEAL, LOGO, AND FLAGS:
The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.
ACCESS TO RECORDS:
The following access to records requirements apply to this contract:

1. The Contractor agrees to provide Northwood University, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

3. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

4. In compliance with the Disaster Recovery Act of 2018, the (write in name of the nonfederal entity) and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS
Owner encourages participation from small, minority-owned, women-owned, and labor surplus area business. Incorporation of these types of firms into the project team is encouraged. Additionally, prime contracts are required, if subcontracts are to be let, to take the following affirmative steps 1 through 5 of this section.

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Anti-Kickback Clause
The Contractor hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each Contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

REMEDIES: Applies to all FEMA grant and cooperative agreement programs.
Contracts for more than the simplified acquisition threshold, currently set at $250,000, must
address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II, A.

**TERMINATION FOR CAUSE AND CONVENIENCE:** Applies to all FEMA grant and cooperative agreement programs.

All contracts exceeding $10,000 must address termination for cause and for convenience by the non-Federal entity, including how it will be affected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II, B.

**EQUAL EMPLOYMENT OPPORTUNITY:** This requirement applies to all FEMA grant and cooperative agreement programs and exact language below is required.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State, Territorial, or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.
**DEBARMENT AND SUSPENSION:** This requirement applies to all FEMA grant and cooperative agreement programs.

**Suspension and Debarment**

Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security’s regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension). Requirements: These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at [www.sam.gov](http://www.sam.gov). See 2 C.F.R. § 180.530.

In general, an “excluded” party cannot receive a Federal grant award or a contract within the meaning of a “covered transaction,” to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients.

1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

2. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

3. This certification is a material representation of fact relied upon by Northwood University. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Northwood University, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

4. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**PROCUREMENT OF RECOVERED MATERIALS:** This requirement applies to all contracts awarded by a non-federal entity under FEMA grant and cooperative agreement programs.

Requirements: The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
1. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
   a. Competitively within a timeframe providing for compliance with the contract performance schedule;
   b. Meeting contract performance requirements; or
   c. At a reasonable price.

2. Information about this requirement, along with the list of EPA-designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, [https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program](https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program).

3. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

**CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT:** This requirement applies to contracts awarded by a non-Federal entity of amounts exceeding $150,000 under a federal grant.

**Clean Air Act**

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The contractor agrees to report each violation to the Northwood University and understands and agrees that the Northwood University will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

**Federal Water Pollution Control Act**

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The contractor agrees to report each violation to the Northwood University and understands and agrees that the Northwood University will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

**BYRD ANTI-LOBBYING AMENDMENT:** This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of $100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II, I; 31 U.S.C. § 1352; and 44 C.F.R. Part 18.
Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended) Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier-to-tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Required Certification: If applicable, contractors must sign and submit to the non-Federal entity the following certification.

**CONTRACT WORK HOURS AND SAFETY STANDARDS ACT:** This requirement applies to all FEMA contracts awarded by the non-federal entity exceeding $100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**Compliance with the Contract Work Hours and Safety Standards Act.**

(1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) **Withholding for unpaid wages and liquidated damages.** The Northwood University shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any
subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.
APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. The Contractor, ______________, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

________________________________________
Signature of Contractor’s Authorized Official

________________________________________
Name and Title of Contractor’s Authorized Official

_____________________
Date
# APPENDIX B

## INSURANCE

<table>
<thead>
<tr>
<th>Type of Insurance Coverage</th>
<th>Minimum Limits of Liability</th>
<th>Additional Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Workers' Compensation</td>
<td>State and Federal Acts-Statutory</td>
<td></td>
</tr>
<tr>
<td>Employers Liability including an &quot;all states endorsement&quot;</td>
<td>Employer's Liability-$500,000 for each occurrence</td>
<td></td>
</tr>
<tr>
<td>Commercial General Liability including coverage for Independent Construction Managers, together with Product Liability and completed Operations (extending for at least thirty six (36) months after completion of operations), Blanket or Broad Form Contractual, Personal Injury Liability, Broad Form Property Damage, Incidental Malpractice, Host Liquor Liability, and Independent Construction Managers, and Blanket XCU</td>
<td>$2,000,000-General Aggregate&lt;br&gt;$2,000,000-Products-Comps/Ops Aggregate&lt;br&gt;$1,000,000-Personal and Advertising Injury&lt;br&gt;$1,000,000-Each Occurrence</td>
<td>Any additional exclusions not contained in the underlying general liability policy must be disclosed to and approved by Owner</td>
</tr>
<tr>
<td>Commercial Automobile Liability including coverage for owned, non-owned, and hired vehicles</td>
<td>$1,000,000-Combined Single Limit</td>
<td></td>
</tr>
<tr>
<td>Umbrella / Excess Liability with following form coverage</td>
<td>$5,000,000 Each Occurrence and Aggregate (Owner may increase this at Owner's expense for higher exposures)</td>
<td></td>
</tr>
</tbody>
</table>

Each policy of insurance shall be an occurrence policy (except as provided above). In addition, if the Work involves any of the following exposures, then Contractor shall purchase and maintain insurance of the types and with respective limits not less than the minimum amounts set forth below.

<table>
<thead>
<tr>
<th>Type of Coverage</th>
<th>Limits of Liability</th>
</tr>
</thead>
<tbody>
<tr>
<td>Explosion, Collapse and Undermining Coverage (if excavating, blasting, tunneling, etc.)</td>
<td>$_____ 0 _____ per occurrence for bodily injury and/or property damage</td>
</tr>
<tr>
<td>Protective Liability Coverage (if Contractor uses sub-engineers or design professionals)</td>
<td>$_____ 0 _____ per occurrence for bodily injury and/or property damage</td>
</tr>
<tr>
<td>Pollution Legal Liability (with the exclusion for professional errors and omissions deleted or a combined pollution and professional errors and omissions policy where there are both exposures for the Project)</td>
<td>$_____ 0 _____ Each Occurrence and Aggregate (Contractor may raise amount at Contractor's expense for higher exposures)</td>
</tr>
<tr>
<td>Type of Coverage</td>
<td>Limits of Liability</td>
</tr>
<tr>
<td>-----------------------------------------------------------</td>
<td>--------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Watercraft Hull and Protection and Indemnity Liability including coverage for owned, non-owned, and hired crafts</td>
<td>Value of hull and $<strong><strong>0</strong></strong> (Protection and Indemnity) Bodily Injury and Property Damage</td>
</tr>
<tr>
<td>Aircraft Hull and Liability including coverage for owned, non-owned and hired crafts</td>
<td>$<strong><strong>0</strong></strong> Combined Single Limit (Bodily Injury and Property Damage) to include Passenger Liability without any seat limitations</td>
</tr>
<tr>
<td>Federal Employee Liability Act, U.S. Longshoremen and Harbor Workers, Jones Act</td>
<td>State and Federal Acts-Statutory: N/A</td>
</tr>
<tr>
<td>&quot;All risk&quot; Property Insurance</td>
<td>$<strong><strong>0</strong></strong></td>
</tr>
<tr>
<td>Builder's Risk</td>
<td>$<strong><strong>0</strong></strong></td>
</tr>
</tbody>
</table>

Owner reserves the right to require Contractor to obtain additional insurance coverages and endorsements at Owner's sole discretion and expense, according to the nature and location of Work to be performed by Contractor.

Each policy of insurance shall include an endorsement that provides that if Owner or any additional insured under the policy violates any policy condition that will void coverage to Owner and/or any additional insured, then the voidance shall not apply to Owner, unless Owner actively participated in the violation. In addition, if the Work involves any professional liability errors and omissions exposures, then Contractor shall purchase and maintain insurance of the types and with respective limits not less than the minimum amounts set forth below.
SECTION 00 41 00 - BID FORM

1.1 TO: NORTHWOOD UNIVERSITY (OWNER)
        4000 Whiting Dr
        Midland, MI 48640

1.2 FOR: PROJECT: RFP-NU-FR08 NORTHWOOD UNIVERSITY HACH AND BENNETT CENTERS
        INTERIOR RENOVATIONS

1.3 DATE: _________________________ (BIDDER TO ENTER DATE)

1.4 SUBMITTED BY: (BIDDER TO ENTER NAME AND ADDRESS)

A. Bidder's Full Name _____________________________
   1. Address _____________________________________
   2. City, State, Zip_______________________________

1.5 OFFER

A. Base Bid: Having examined all matters referred to in the Instructions to Bidders and the Bid Documents
   prepared by Fishbeck for the above mentioned project, we, the undersigned, hereby offer to enter into a
   Contract to perform the Work for the Sum of:
   1. ________________________________________________
      ________________________________________________________ dollars
      ($______________________), in lawful money of the United States of America.

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

1.6 ACCEPTANCE

A. This offer shall be open to acceptance and is irrevocable for thirty days from the bid closing date.

B. If this bid is accepted by Owner within the time period stated above, we will:
   1. Execute the Agreement within seven days of receipt of Notice of Award.

1.7 CONTRACT TIME

A. If this Bid is accepted, we will (Circle One Below)
   1. Complete the Work in 90 calendar days from Notice to Proceed.
   2. Complete the Work in _______________ days from Notice to Proceed.

1.8 ADDENDA

A. The following Addenda have been received. The modifications to the Bid Documents noted below have
   been considered and all costs are included in the Bid Sum.
   1. Addendum # _______ Dated ____________________.
   2. Addendum # _______ Dated ____________________.

END OF SECTION
SECTION 01 11 00 – SUMMARY OF WORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 WORK COVERED BY CONTRACT DOCUMENTS

A. The Work covered by the Contract Documents comprises construction, furnishing and installation of millwork, flooring, wall base, painting and minor electrical and plumbing work associated with the Hach and Bennett Centers on Northwood University's campus in Midland, Michigan.

B. The Work includes the following major items:
   1. PLAM, solid surface materials and wood Millwork
   2. Rubber and VCT Flooring
   3. Wall Base
   4. Gypsum wall painting
   5. Door replacement
   6. Minor plumbing work (installation of sinks in millwork)
   7. Minor electrical work (refeeding floor boxes and millwork)

1.3 TYPE OF CONTRACT

1.4 Construct the Work of this Contract by General Contractor as Lump Sum (fixed price, stipulated sum).

A. Imperative Language: These Specifications (Divisions 01 through 49) are written in the imperative and abbreviated form. This imperative language of the technical specifications is directed at Contractor unless specifically noted otherwise. Incomplete sentences shall be completed by inserting "shall", "shall be" and similar mandatory phrases by inference in the same manner as they are applied to notes on Drawings. The words "shall", "shall be" and similar mandatory phrases shall be supplied by inference where a colon (:) is used within sentences or phrases. Except as worded to the contrary, fulfill (perform) all indicated requirements whether stated in the imperative or otherwise.

B. Related Sections: Some Sections of these Specifications (Divisions 01 through 49) may include a paragraph titled "Related Sections". This paragraph is an aid to the Project Manual user and is not intended to include all Sections which may be related. It is Contractor's obligation to coordinate all Sections whether indicated under "Related Sections" or not.

C. Reference to the General Conditions: In Divisions 01 through 49, a reference to the General Conditions includes by inference all amendments or supplements in the Supplementary Conditions.

1.5 CONTRACTOR USE OF PREMISES

A. Coordinate use of premises under direction of the Owner.

B. Where the Contract Documents identify certain site elements within the construction limits, such as sidewalks, drives, and streets, that must be kept open for public or the Owner's use during construction, the Contractor shall be responsible for protection and maintenance of such elements as well.

C. Except in connection with the safety or protection of persons or the Work or property at the Site or adjacent thereto, all Work at the site shall be restricted to the following hours:
   1. Monday Through Friday (Except Legal Holidays): 7 a.m. to 7 p.m.
   2. Saturday, Sundays or legal holidays with written approval of the Owner.
1.6 OCCUPANCY REQUIREMENTS

A. Owner Occupancy During Construction:
   1. The Owner will occupy or utilize premises during construction. Cooperate with the Owner to minimize conflict and to facilitate the Owner's operations.
   2. Access to Abutting Properties: Provide at all times.
   3. Access for Emergency Vehicles:
      a. Provide at all times.
      b. Provide at least one clear lane during nonwork periods.
   4. Fire Hydrants: Provide access to at all times.
   5. Do not block fire access routes.
   6. Limit parking for construction vehicles to an area designated by the Owner.

PART 2 - PRODUCTS

2.1 OTHER MATERIALS

A. General: All other materials which are not specified herein and are not indicated on the Drawings, but are required for proper and complete performance of the Work.

B. Procedure:
   1. Select new, first quality material.
   2. Obtain Engineer's review.
   3. Provide and install.

PART 3 - EXECUTION

Not used.

END OF SECTION 01 11 00
SECTION 06 41 00 - ARCHITECTURAL WOOD CASEWORK
PART 1 GENERAL

1.1 SECTION INCLUDES

A. Specially fabricated cabinet units.
B. Countertops.
C. Hardware.

1.2 SUBMITTALS

A. Shop Drawings: Indicate materials, component profiles, fastening methods, jointing details, and accessories.
   1. Scale of Drawings: 1-1/2 inch to 1 foot, minimum.
   2. Provide the information required by AWI/AWMAC/WI (AWS) or AWMAC/WI (NAAWS).
B. Product Data: Provide data for hardware accessories.

1.3 QUALITY ASSURANCE

A. Fabricator Qualifications: Company specializing in fabricating the products specified in this section with minimum five years of documented experience.
   1. Company with at least one project in the past 5 years with value of woodwork within 20 percent of cost of woodwork for this Project.
   2. Single Source Responsibility: Provide and install this work from single fabricator.

1.4 DELIVERY, STORAGE, AND HANDLING

A. Protect units from moisture damage.

1.5 FIELD CONDITIONS

A. During and after installation of custom cabinets, maintain temperature and humidity conditions in building spaces at same levels planned for occupancy.

PART 2 PRODUCTS

2.1 CABINETS

A. Quality Standard: Custom Grade, in accordance with AWI/AWMAC/WI (AWS) or AWMAC/WI (NAAWS), unless noted otherwise.

B. Plastic Laminate Faced Cabinets: Custom grade.

C. Cabinets:
   2. Finish - Exposed Interior Surfaces: Decorative laminate.
   3. Finish - Semi-Exposed Surfaces: Solid phenolic
   4. Finish - Concealed Surfaces: Manufacturer's option.
   5. Door and Drawer Front Edge Profiles: Square edge with thin applied band.
   6. Door and Drawer Front Retention Profiles: Fixed panel.
   7. Patterned Face Layout for Cabinet and Door Fronts: Flush panel.
a. Custom Grade: Doors, drawer fronts and false fronts wood grain to run and match vertically within each cabinet unit.
10. Drawer Side Construction: Manufacturer's option.

2.2 LAMINATE MATERIALS

A. Thermally Fused Laminate (TFL): Melamine resin, NEMA LD 3, Type VGL laminate panels.

B. Provide specific types as follows:
   1. Horizontal Surfaces: HGS, 0.048 inch nominal thickness, colors as indicated, finish as indicated.
   2. Vertical Surfaces: VGS, 0.028 inch nominal thickness, colors as indicated, finish as indicated.
   3. Laminate Backer: BKL, 0.020 inch nominal thickness, undecorated; for application to concealed backside of panels faced with high pressure decorative laminate.

2.3 COUNTERTOPS

A. Plastic Laminate Countertops: Medium density fiberboard substrate covered with HPDL, conventionally fabricated and self-edge banded.

B. Solid Surface Material: Refer to drawings for SSM selection.

2.4 ACCESSORIES

A. Adhesive: Type recommended by fabricator to suit application.

B. Plastic Edge Banding: Extruded PVC, convex shaped; smooth finish; self locking serrated tongue; of width to match component thickness.
   1. Color: As selected by Architect from manufacturer's standard range.

C. Bolts, Nuts, Washers, Lags, Pins, and Screws: Of size and type to suit application; galvanized or chrome-plated finish in concealed locations and stainless steel or chrome-plated finish in exposed locations.

D. Grommets: Standard plastic, painted metal, or rubber grommets for cut-outs, in color as selected by Architect from Manufacturer's full range.

2.5 HARDWARE

A. Hardware: BHMA A156.9, types as recommended by fabricator for quality grade specified.

B. Adjustable Shelf Supports: Standard side-mounted system using recessed metal shelf standards or multiple holes for pin supports and coordinated self rests, satin chrome finish, for nominal 1 inch spacing adjustments.

C. Drawer and Door Pulls: "U" shaped wire pull, steel with chrome finish, 4 inch centers.

D. Cabinet Locks: Keyed cylinder, two keys per lock, master keyed, steel with chrome finish.

E. Drawer Slides:
   1. Type: Full extension.
   2. Static Load Capacity: Commercial grade.
   4. Stops: Integral type.
F. Hinges: European style concealed self-closing type, steel with satin finish.

2.6 FABRICATION

A. Assembly: Shop assemble cabinets for delivery to site in units easily handled and to permit passage through building openings.

B. Edging: Fit shelves, doors, and exposed edges with specified edging. Do not use more than one piece for any single length.

C. Fitting: When necessary to cut and fit on site, provide materials with ample allowance for cutting. Provide matching trim for scribing and site cutting.

D. Plastic Laminate: Apply plastic laminate finish in full uninterrupted sheets consistent with manufactured sizes. Fit corners and joints hairline; secure with concealed fasteners.
   1. Apply corners and joints hairline; secure with concealed fasteners.
   2. Cap exposed plastic laminate finish edges with plastic trim.

E. Provide cutouts for plumbing fixtures. Verify locations of cutouts from on-site dimensions. Seal cut edges.

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify adequacy of backing and support framing.

B. Verify location and sizes of utility rough-in associated with work of this section.

3.2 INSTALLATION

A. Install work in accordance with AWI/AWMAC/WI (AWS) or AWMAC/WI (NAAWS) requirements for grade indicated.

B. Set and secure custom cabinets in place, assuring that they are rigid, plumb, and level.

C. Use concealed joint fasteners to align and secure adjoining cabinet units.

D. Carefully scribe casework abutting other components, with maximum gaps of 1/32 inch. Do not use additional overlay trim for this purpose.

E. Secure cabinets to floor using appropriate angles and anchorages.

F. Countersink anchorage devices at exposed locations. Conceal with solid wood plugs of species to match surrounding wood; finish flush with surrounding surfaces.

3.3 ADJUSTING

A. Adjust moving or operating parts to function smoothly and correctly.

3.4 CLEANING

A. Clean casework, counters, shelves, hardware, fittings, and fixtures.

A. END OF SECTION