

## Battle Creek Public Schools

26-009 BCPS Southwestern Demolition

390 S Washington Ave, Battle Creek, MI 49037



# PROJECT MANUAL

Project #: 26-009

Date: January 22, 2026



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*PORTIONS OF THIS MANUAL CONTAIN PROPRIETARY INFORMATION AND MAY NOT BE REPRODUCED WITHOUT ELITE COMPANIES' WRITTEN*

**PERMISSION.**

*Please note your bid will not be accepted if a bid bond (or certified check), Familial Statement of Disclosure, and Affidavit of Compliance – Iran Economic Sanctions Act are not included with your bid.*



# INVITATION TO BID

*At ELITE COMPANIES, we partner with the best in the business when it comes to trade contractors, helping us to exceed client expectations for every project, on time and on budget!*

*We are inviting you to bid for the next project with us.*

**Project:**26-009 BCPS Southwestern Demolition

**Bids Due:** **2/11/2026 2:00 PM**(Local Time)

**Bids Opening:** **2/11/2026 at 2:00 pm** (Local Time). Sealed bids will be opened and read at 77 Capital Ave NE, Battle Creek, Michigan 49017

**Project Description:** Demolition of Southwestern Middle School

### Project Schedule

The project is scheduled to start April 2026 through August 2026.

### Pre-Bid Meeting

Pre Bid meeting at Miller Stone 77 Capital Ave NE, Battle Creek, MI 49017. February 5,2026 at 9am

**Bid Packages | All Bidders to Review and Cover Division 00, 01, and 02.**

02.5 Demo |

### Document Location

Specifications and building layout/plans, together with all necessary forms and other documents for bidders may be obtained **1/28/2026** by end of day, from ELITE COMPANIES. An email will be sent to all known bidders and plan rooms when bid documents have been posted.

Documents are also available at the following plan rooms:

ELITE Plan Room | Builder's Exchange | Public Bid Platforms

### Bidders Request for Information

Submission cut-off date is: **2/9/2026 12:00 PM**

### Complying with Davis-Bacon Requirements

**The successful bidder will be required to conform to the wage requirements prescribed by the federal Davis-Bacon and Related Acts which requires that all laborers and mechanics employed by contractors and subcontractors performing on contracts funded in whole or in part with federal funds in excess of \$2,000 pay their laborers and mechanics not less than the prevailing wage rates and fringe benefits, as determined by the Secretary of Labor, for corresponding classes of laborers and mechanics employed on similar projects in the area.**

### Proposals

Sealed bids will be received at Battle Creek Public Schools, located at 3 W Van Buren St W, Battle Creek, Michigan 49017 Attn: Facilities Director. No faxed bids will be accepted. Envelopes are to be clearly marked as SEALED BID with Project Name and Number and Bid Package Name and Number. **Not to be folded and in legal size envelope**



**Bid Bond REQUIRED**

Bid bond or certified check of not less than 5% of the bid amount shall be submitted with bid and made payable to Battle Creek Public Schools.

**Type of Contract Required**

AIA Contract - The base bid shall be a lump sum amount, for the work as set forth in the bid documents.

**Contract Security**

The cost of a Performance Bond and a Labor and Material Bond shall be included within the Trade Contractor's bid price in all packages in excess of \$50,000. Bidders of all bid packages shall supply, with their proposal, proof of their ability to bond work. This proof shall be in the form of a bid bond in the amount of 5% of the quoted price. All packages less than \$50,000 must state, as an alternate, the cost of providing a Performance Bond and a Labor and Material Bond if so required.

**Post Bid Interviews**

Post bid interviews will be scheduled accordingly with selected trade/bidders upon review and acceptance. Post bids will be held week of **February 9, 2026**.

**Rights Reserved**

The Owner reserves the right to accept or reject any and all bids, alternates, or proposals, and to accept bids, alternates, or proposals that, in its sole judgment, serve its best interests.

**Questions?**

Project Executive:

Mark Rimes | Mark.Rimes@elite-companies.com

Project Coordinator:

Lisa Ruthruff | Lisa.Ruthruff@elite-companies.com

*We appreciate your interest in bidding on our project.  
We will be in touch with the next steps.*



# BID REQUIREMENTS

## 1.0 DEFINITION OF THE PROJECT

ELITE COMPANIES, as Construction Manager (“Construction Manager”) for **Battle Creek Public Schools** is requesting firm lump sum (or unit price) proposal(s) for furnishing of labor, material, equipment, and all other items required to construct the following (“Project”) as defined by the Project Manual and Contract Documents, for the following stated Project. All capitalized terms herein shall have the meanings as defined in this Project Manual or as otherwise defined herein.

### 26-009 BCPS Southwestern Demolition

#### Construction Manager

ELITE COMPANIES  
211 E. Water Street, Ste 201  
Kalamazoo, MI 49007  
(269) 910-1347  
[bids@elite-companies.com](mailto:bids@elite-companies.com)

**Field Office**  
Gabe Case

## 2.0 CONTRACT DOCUMENTS

The bid Contract Documents (the “Contract Documents”) for the Project consist of the following separate documents:  
“Project Manual” developed for the project by ELITE COMPANIES.  
Project plans and specifications.  
All subsequent addendum, bulletins, ASI’s, construction change directives, and bid clarifications.

Each Trade Contractor is hereby notified that the above listed documents collectively constitute the Contract Documents. All Trade Contractors are required to review these Contract Documents and treat them as one. All Trade Contractors will be liable for information contained in these separate documents as if they were bound together and issued as one.

## 3.0 BIDDER RESPONSIBILITY

It is the responsibility of the bidder to view and acknowledge all documents, BRFIs, addenda, and any other documents that may be posted. The bidder is responsible for checking the plan room for updates and revisions.

Trade Contractor releases and discharges the Construction Manager and Owner from all costs, expenses, damages, liabilities, or claims related to the failure of the owner to properly receive and process the Trade Contractor’s bid and bid documents. This shall include any claims against said parties, and their assignees, officers, agents and representatives, for any consequential or special damages, including, but not limited to, any lost profits from the alleged failure of the Trade Contractor to be awarded any Project Work.

## 4.0 BIDDERS SUBMISSION

It is understood and mutually agreed that by submitting a bid proposal (“Bid Proposal”), the bidder agrees and fully understands the Work (as defined in the General Conditions (“General Conditions”) of this Project Manual) on which the Trade Contractor has bid and has satisfied itself as to the full nature and requirements of the Work.

It is further mutually agreed that the bidder, by submitting a Bid Proposal, acknowledges that it has satisfied itself as to the feasibility and correctness of the Contract Documents (as defined in the General Conditions) and that it accepts all the terms, conditions and stipulations contained herein, and that it will work in cooperation with other Trade Contractors performing Work on the jobsite. The bidder represents and warrants to the Owner and Construction Manager that it has visited the site and has familiarized itself with the local conditions under which the Work is to be performed.

No verbal agreement or conversation with any office, agent, or employee of the Owner, or the Construction Manager, either before or after the execution of a Trade Contract (as defined in the General Conditions), shall affect any of the terms, conditions or other obligations set forth in any of the Contract Documents.

Drawings and Specifications (as defined in the General Conditions) are complementary and that which is called for by one shall be binding as if called for by both.

In case of difference between Drawings of the same scale, or between large scale drawings, or between the Drawings and the Specifications or within the Drawings in the Specifications, the conflicts must be reported before bid due date and that which requires the highest degree of performance (quality, quantity, strength, finish, completion, complexity, sophistication, cost, etc.) will be required and shall be provided at no increase in bid amount if no written clarification is issued. Addenda, which may be issued, will take precedence over Drawings and Specifications in case of conflict.

## 5.0 QUESTIONS, CLARIFICATIONS, AND INTERPRETATIONS

No oral explanation in regard to the meaning of the bid Contract Documents will be made and no oral instructions will be given before the award of a Trade Contract. Discrepancies, omissions, questions, needs for clarification or interpretation or doubts as to the true meaning of the Contract Documents should be communicated in



writing immediately to the Construction Manager. The Construction Manager will issue a written instruction in the form of an addendum, RFI, or clarification to all bidders of record and shall be included in the bid, and upon execution of a Trade Contract, if the bidder is awarded the same.

**6.0 STANDARDS, SUBSTITUTIONS AND "APPROVED EQUALS"**

The materials, products and equipment described in the bid Contract Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.

6.01 All bids must be based on the brands/manufacturers specified or approved in writing prior to bid submission.

6.02 A statement setting forth any changes in other materials, equipment or work that incorporation of the substitute would require shall be included. The burden of proof of the merit of the proposed substitute is upon the proposer.

**7.0 PREPARATION OF BIDS**

Each Bid Proposal shall be submitted on the designated form and shall be signed in ink. Any changes in the Bid Proposal must be explained or noted and include the signature of the bidder. Bids containing any omissions, unexplained erasures, alterations, irregularities of any kind or items not called for in the bid form may be rejected by the owner.

**8.0 MODIFICATION OR WITHDRAWAL OF BID**

No bids may be withdrawn for at least sixty (60) consecutive calendar days following the bid opening.

8.01 Prior to the time and date designated for receipt of bids, bids submitted early may be modified or withdrawn only by notice to the party receiving bids at the place and prior to the time designated for receipt of bids. Such notice shall be in writing and include the signature of the bidder. The written confirmation and signature of the bidder must have been submitted and received before the date and time set for receipt of bids or may be rejected. Any modification shall not reveal the amount of the original bid. Withdrawn bids may be resubmitted up to the time designated for the receipt of bids provided that they are then fully in conformance with these Instructions to Bidders.

**9.0 CONSIDERATION OF BID**

The Owner shall have the right to reject any or all bids and, in particular, to reject a bid not accompanied by data required by the Contract Documents or a Bid Proposal which is in any way incomplete or irregular. The Owner shall have the right to waive any informality or irregularity in any Bid Proposal received.

9.01 The Owner reserves the right to reject any and all Bid Proposals when such rejection is in the interest of the Owner, or to reject the bid of a bidder who, in the Owner's opinion, is not qualified to fulfill the Trade Contract.

**10.0 ALTERNATES**

The Owner shall have the right to accept or reject alternates in any order or combination and to determine the best Bid Proposal on the basis of the sum of the base bid and the alternates accepted.

**11.0 QUALIFICATION OF BIDDERS**

The Owner reserves the right to request an audited, current (within 6 months) financial statement together with a statement of past experience, personnel, machinery, and equipment available to perform the proposed Work from any bidder considered for award of a Trade Contract. Failure or refusal to furnish such a statement or statements, to provide such information or to provide a satisfactory statement of financial responsibility, may constitute a basis for disqualifying the bidder.

11.01 Corporate bidders, to be eligible to enter into a Trade Contract, shall be qualified to do business in the location corresponding to Project location. Bidders shall comply with all applicable licensing requirements. Foreign corporations, which have not domesticated or otherwise become licensed in the state, shall obtain a permit to do business pursuant to local requirements.

11.02 Each Bidder, by submitting a Bid Proposal, agrees to meet with the Owner and Construction Manager if so requested, prior to an award.

**12.0 CONTRACT AWARD**

Prior to Trade Contract award, the successful bidder shall:

12.01 List the names of all proposed Subcontractors and material and equipment Suppliers and list all materials to be used.

12.02 List all delivery dates of all major materials and equipment and any other materials and equipment critical to the progress of construction.

12.03 Provide an itemized breakdown with separate materials and labor ("Schedule of Values") which comprise the contract price. The breakdown will be used as a basis for partial payments to the Trade Contractor. It is essential that the breakdown be as representative of the true total cost of each item as is possible to ascertain. The Construction Manager shall have the right to require the Trade Contractor to submit to the Construction Manager copies of subcontract agreements or other documentations regarding breakdown costs necessary to confirm the accuracy of the Schedule of Values.

**13.0 BONDING**

**13.01 BID BONDS**

Bid security shall be in the form of a bid bond, a certified check, a cashier's check, or money order in the amount of 5% on the total bid.



One (1) copy of the bid bond are to be submitted with Proposal Form.

When a bid bond is submitted, the owner shall be listed as obligee.

When the bid bond is submitted, the attorney-in-fact who executes the bond on behalf of the surety shall attach to the bond a certified, current copy of this power of attorney.

When a cashier's check, certified check or money order is submitted, it shall be made payable to the Owner.

The Owner will have the right to retain the bid security of bidders to whom an award is being considered until either (a) the Trade Contract has been executed and bonds, if required, have been furnished, or (b) the specified time has elapsed so that bids may be withdrawn, or (c) all bids have been rejected.

### **13.02 PAYMENT BONDS, PERFORMANCE BONDS**

All successful Bidders may be required to furnish both a Payment Bond and a Performance Bond, each in the amount of one hundred percent (100%) of the Trade Contract amount, with the Owner named as Obligee. All bonding companies must be listed by the U.S. Treasury, must be rated A or better by Best and must be licensed to do business in the state of which the Project is located.

Payment Bonds and Performance Bonds must be separate. The combined form will not be accepted.

When submitted, Payment Bonds and Performance Bonds shall include:

Full name and address of Trade Contractor, surety and Owner

The contract date

The exact amount of the contract

Signature and title

Corporate seal, if applicable

Notarization

Power of Attorney

### **13.03 BOND COSTS IN BIDS**

Include costs for Payment Bonds or Performance Bonds in Base Bids if and called out, if your bid is over \$50,000. If your bid is under \$50,000, provide this cost as an alternate added cost, separate from your base bid, but within the bid form.

### **13.04 SUBMISSION OF BONDS**

Bonds, if required, shall be submitted to the Owner within fifteen (15) days following the Trade Contractor's receipt of the Notice to Proceed to commence the Work from the Construction Manager or the Owner/Construction Manager Agreement, whichever is earlier.

If the Work is commenced prior to the execution of the Owner/Construction Manager Agreement in response to a Notice to Proceed, the Trade Contractor shall, prior to commencement of the Work, submit evidence satisfactory to the Construction Manager that required bonds will be furnished within fifteen (15) calendar days from the date of the Notice to Proceed.

### **14.0 TAXES**

The Trade Contractor shall pay all state and federal taxes levied on its business, income or property, including but not limited to taxes on the Trade Contractor's gross or net receipts or income. The Trade Contractor shall also make all contributions for social security and other wage or payroll taxes due. The Trade Contractor shall be solely responsible for such payments and shall indemnify Owner and Construction Manager and hold them harmless for any assessment and payment of same.

### **15.0 TRADE CONTRACTOR AGREEMENT**

Each bidder, by submitting a Bid Proposal, agrees to execute the Trade Contract, which shall be part of the Contract Documents without modification.

### **16.0 BIDDER EXPECTATIONS – PRE AND POST AWARD**

The Owner, Construction Manager, and the entire Project team, upholds the highest level of expectations for the success of the Project. As a result of these expectations, all those who elect to participate in the bidding process and who will be potential awarded contract work for this Project are expected to uphold the highest professional standards possible.

The awarded bidder for any bid category is considered an expert in its field of work and has been contracted to perform a service to the client based on and because of that expertise. The awarded bidder will submit all of its bid development documents, supporting the values submitted on its Schedule of Values, subsequent to the bid award (including all of its calculations) if requested.

### **17.0 MINORITY, WOMAN, VETERAN, AND HANDICAP SUBCONTRACTORS AND SUPPLIERS**

Bidders are urged to utilize minority, woman, veteran, and handicap owned business on this Project where possible

### **18.0 BID FORMS**

Please find the enclosed bid forms for use – RFI Form, Bid Form including all required docs for bid to be read aloud.

## BID CHECKLIST

At **ELITE COMPANIES**, we work with the best in the business and look forward to the opportunity of working with you on this project.

Below we have provided you with a quick checklist to ensure you have all the information completed for consideration.

- Bid Form
- All highlighted areas to be completed
- Bid Form Signed & Dated
- Scope of Work *(Complete for each bid package submitted)*

### For Public Bids Only

*\*Bid will not be considered / read aloud without the following attachments.*

- Original Bid Bond or Certified Check
- Familial Disclosure
- Affidavit of Compliance – Iran Economic Sanctions Act

Bids are not to be folded and to be placed in legal sized envelope

*Should you have any questions, please reach out to Lisa Ruthruff*

## BID FORM

Project # 26-009 BCPS Southwestern Demolition

<b>Submitted By:</b>		<b>Date:</b>	
<b>Contact Name:</b>		<b>Email:</b>	

Having examined and studied the Project Manual dated **January 22, 2026**, the instructions to Bidders, and the other Contract Documents for the Project and having inspected the Site and noted all conditions governing construction of the project.

<b>Bid Package:</b>	<b>Description:</b>
---------------------	---------------------

We hereby propose to furnish all labor, materials and equipment and perform work described above and listed below, for the following sum(s), which include all applicable taxes.

### Bid Breakdown

<b>BASE BID</b>	\$		
<i>Base Bid Typed</i>			
		Payment & Performance Bond	\$
<b>Alternate</b>		<input type="checkbox"/> Add <input type="checkbox"/> Deduct	\$
<b>Alternate</b>		<input type="checkbox"/> Add <input type="checkbox"/> Deduct	\$
<b>Voluntary Alt</b>		<input type="checkbox"/> Add <input type="checkbox"/> Deduct	\$
<b>Voluntary Alt</b>		<input type="checkbox"/> Add <input type="checkbox"/> Deduct	\$

### Acknowledgements

<b>BRFI's</b>	<i>List receipt of all documents received individually</i>	
<b>Addendums</b>		
<b>Clarifications</b>		

### Labor & Schedule

<b>Time of Completion</b>	Calendar days to complete	
<b>Man Hours</b>	On-Site Labor Hours Only	
<b>Crew Size</b>	Estimated number of persons of average crew size	
<b>Vendor Class  Labor Type</b>	Indicate if a diversity contract & type of labor Class	
<input type="checkbox"/> Union <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Open Shop <input type="checkbox"/> Veteran Owned <input type="checkbox"/> SBE		

In the event the Scope of Work changes per request of Owner or Construction Manager, unit prices will apply as agreed upon. Scopes of Work and/or the specifications may ask for unit costs for added/deleted work. Trade Contractors may be required to submit an additional schedule of unit prices prior to award of contract. This schedule will be developed by the Construction Manager, and the prices established by contractor thereon will be the basis for Construction Change Orders.

All Trade Contractors shall include labor and equipment billing rates with the Bid Form.

### Subcontractors | Subsidiary Companies

List all Subcontractor and/or subsidiaries to be used in performance of the work and describe the Work to be performed.

Subcontractor and/or Subsidiary companies	Description of Work	Diversity Contractor		% of Total Lump Sum Bid Amount
		<input type="checkbox"/> Yes	<input type="checkbox"/> No	%
		<input type="checkbox"/> Yes	<input type="checkbox"/> No	%
		<input type="checkbox"/> Yes	<input type="checkbox"/> No	%

### Manufacturers | Suppliers

List all major manufacturers and/or suppliers to be used in performance of the Work and describe the material/equipment to be provided by each, including the value of their purchase order.

Manufacturer and/or Supplier	Description of Work	Diversity Contractor		Contract Value
		<input type="checkbox"/> Yes	<input type="checkbox"/> No	\$
		<input type="checkbox"/> Yes	<input type="checkbox"/> No	\$
		<input type="checkbox"/> Yes	<input type="checkbox"/> No	\$

### Labor & Equipment Rates

The successful bidder will be required to conform to the wage requirements prescribed by the federal Davis-Bacon and Related Acts which requires that all laborers and mechanics employed by contractors and subcontractors performing on contracts funded in whole or in part with federal funds in excess of \$2,000 pay their laborers and mechanics not less than the prevailing wage rates and fringe benefits, as determined by the Secretary of Labor, for corresponding classes of laborers and mechanics employed on similar projects in the area.

The following labor rate calculations section is to be completed in its entirety and included with your bid form and is required for all changes in work. A labor rate is required for all divisions of work to be performed on the job site, i.e., Foreman, Journeyman, Laborer, Apprentice, Cement Finisher, Bricklayer, Plumber, Sheet Metal Worker, Etc.

This form is utilized for work added or eliminated from your scope of work during project construction and all labor rates must not exceed rates listed on the standardized pricing form when submitting cost changes.

Company Name:

Bid Package:

2<sup>nd</sup> Tier Sub (if applicable)

Work Performed:

Wage Expires: Upon Contract Completion

PLM Bond Rate %:

	<b>Position:</b>		<b>Position:</b>		<b>Position:</b>	
	Straight Time	Time & One Half	Straight Time	Time & One Half	Straight Time	Time & One Half
Taxable Wages						
Total Fringes						
Total Payroll Tax & Insurance						
Total Hourly Rate						

**Substitutions**

All bids shall be based upon the proprietary brands specified. Bidders desiring to make substitutions for proprietary brands specified shall list such proposed as a voluntary alternate, together with the amount to be added or deducted from the amounts of the base bid.

**Scope of Work**

The Scope of Work is **REQUIRED** to be included with this bid form. The Scope of Work is located within the ELITE COMPANIES Project Manual and all requested unit pricing and bid breakdown sections must be completed. **IF YOU DO NOT SUBMIT WITH YOUR BID, IT WILL BE DEEMED INCOMPLETE AND MAY BE REJECTED.**

**Time of Completion**

Bidders must indicate on the bid form the calendar days required to complete their work in the earliest practical manner. Schedules are subject to negotiation and agreement prior to contract award and each bidder will be required to perform its work in accordance with the Construction Manager’s overall schedule. The initial construction schedule is subject to change as set forth in the General Conditions.

- Contractor hereby acknowledges that all shift and overtime premium required to meet the completion dates is included in the base bid.
- Bidder estimates on the bid form the number of man-hours that will be required on-site to complete the work on schedule. (Do not include any office, shop, or delivery hours. On-Site Hours Only)
- Bidder estimates the number of persons that will make up the average crew size on bid form.

**Proposal Validation**

- The undersigned hereby warrants that all subcontractors and suppliers of work and/or material to them have been advised that no substitution will be considered for proprietary brands specified other than those listed and authorized prior to award of contract.
- It is understood and agreed by the undersigned that bids shall not be altered or withdrawn within 60 days from and after the date set for receiving bids.
- It is understood and agreed by the undersigned that the right is reserved by the Construction Manager and/or Owner to accept or reject any and all bids.

- By submitting this proposal, we hereby acknowledge that the Contract Documents, including the Trade Contract, General Conditions, Project Manual, Drawings and Specifications, all Addendums and insurance requirements will be met without deviation.
- It is understood by the undersigned that a detailed Schedule of Values will be provided within 24 hours following the bid due date/time, inclusive of an appropriate breakdown of values as listed on the applicable individual scope of work.
- It is understood by the undersigned that the awarded bidder will submit their bid development documents, supporting the values submitted on their schedule of values, subsequent to award.

**Signature Page**

**State in Which Incorporated:**

Authorized to do business in State and City/County where Proposed Work is to be Performed:  Yes  No

<b>Legal Company Name:</b>	<input type="text"/>		
<b>Official Address:</b>	<input type="text"/>		
<b>State:</b>	<input type="text"/>	<b>Zip Code:</b>	<input type="text"/>
<b>Business Phone No:</b>	<input type="text"/>		

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name, Title)

\_\_\_\_\_  
(Date)

*Thank you,*  
**We appreciate your interest to bid on our project.**  
**We will be in touch with the next steps.**



# RFI

Project: 26-009 BCPS Southwestern Demolition

<b>Date:</b> _____	<b>Bid Package:</b> _____
<b>Drawings:</b> _____	<b>Company:</b> _____
<b>Spec Section:</b> _____	<b>Contact Name:</b> _____
	<b>Contact Email:</b> _____

**RFI Subject:** \_\_\_\_\_

## Request

## Response

Answered by: \_\_\_\_\_ Date: \_\_\_\_\_



Familial Statement of Disclosure

Battle Creek Public Schools
3 West Van Buren Street, Battle Creek, MI 49017
Project: 26-009 BCPS Southwestern Demolition

Dear Ladies and Gentlemen:

I/We, the undersigned, acknowledge by this sworn and notarized statement disclosing any familial relationship (or lack of a relationship) that exists between the Owner or any employee of the bidder and any member of the Board of Education of the Battle Creek Public Schools or the Superintendent of the School District. The District shall not accept a bid that does not include a sworn and notarized disclosure statement.

[ ] We have prior familial knowledge of parties involved (attached clarification).

[ ] We have no prior familial knowledge of parties involved.

Signature

Company Name

STATE OF

COUNTY OF

This instrument was acknowledged before me on the day of ,20

by.

, Notary Public

County,

My Commission Expires:

Acting in the County of:



**AFFIDAVIT OF COMPLIANCE – IRAN ECONOMIC SANCTIONS ACT**  
**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 [Client] (the “School District”) Advertisement to Bid (the “Ad to Bid”), 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 Ad to Bid, the Bidder will not become an “Iran Linked Business” at any time during the course of performing 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 an Ad to Bid for three (3) years from the date that it is determined that the person has submitted the false certification.

Bidder:

\_\_\_\_\_  
Name of Bidder

By:\_\_\_\_\_

Its:\_\_\_\_\_

Date:\_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
by \_\_\_\_\_.

\_\_\_\_\_  
, Notary Public

\_\_\_\_\_ County, \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Acting in the County of: \_\_\_\_\_



## ASBESTOS CERTIFICATION

At the completion of all work, all contractors are to submit, along with their warranties and other final paperwork, the following certification that asbestos-free materials have been used in the construction.

***Contractor Certification of Asbestos-Free Product Installation:***

Project Name:

Trade Contractor's Name:

Address:

Telephone:

Email:

Bid Category:

Brief Description of Contracted Activities:

**Certification Statement:**

I \_\_\_\_\_ (name), representing and having authority for \_\_\_\_\_ (company), hereby certify that any and all products/materials which will be and/or have been installed or introduced into the above-mentioned school district are asbestos-free (or less than 1% asbestos by weight).

- 1. Print Name: \_\_\_\_\_
- 2. Signature: \_\_\_\_\_
- 3. Date: \_\_\_\_\_
- 4. Company: \_\_\_\_\_
- 5. Position: \_\_\_\_\_



## PROJECT TEAM CONTACT LIST

<b>DATE:</b>	
<b>JOB NUMBER:</b>	
<b>PROJECT NAME:</b>	26-009 BCPS Southwestern Demolition
<b>COMPANY NAME:</b>	

*Please complete all items below and note the same person may function in many roles. In order to receive project communication through Procore, a person must be designated for each role.*

NAME	TITLE	ROLE	PHONE (CELL)	EMAIL
		Project Manager		
		Project Foreman		
		Project Administrator		
		RFI Coordinator		
		Submittal Coordinator		
		Closeout Coordinator		
		Insurance Coordinator		
		Accounting Manager		
		Safety Officer		
		Emergency Contact		
		Quality Control Manager		
		Office Manager		



## Contractor ITB Profile

In an effort to streamline our process, ELITE COMPANIES will be requesting the Trade Contractor Profile Form along with the documents listed on the following page on an annual basis with updates submitted as needed or as project specific information is required.

Please complete the Trade Contractor Profile Form and email to [lisa.ruthruff@elite-companies.com](mailto:lisa.ruthruff@elite-companies.com)

### COMPANY INFORMATION

Company Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Website: \_\_\_\_\_

➤ Bonding: Single: \_\_\_\_\_ Aggregate: \_\_\_\_\_  
 ➤ Bonding % Rate \_\_\_\_\_  
 ➤ EMR Rating: \_\_\_\_\_ EMR Year: \_\_\_\_\_  
 ➤ TRIR Number: \_\_\_\_\_ TRIR Year: \_\_\_\_\_  
 ➤ Type of Entity: \_\_\_\_\_

➤ Company Size (# of EE's)? \_\_\_\_\_

### ASSOCIATIONS / MINORITY

- |  |  |
|--|--|
| <input type="checkbox"/> WBE - Women's Business Enterprise           | <input type="checkbox"/> VBE – Veteran Business Enterprises          |
| <input type="checkbox"/> DBE – Disadvantaged Business Enterprise     | <input type="checkbox"/> DVBE – Disabled Veteran Business Enterprise |
| <input type="checkbox"/> MBE – Minority Business Enterprise          | <input type="checkbox"/> _____                                       |
| <input type="checkbox"/> MWBE – Minority Women's Business Enterprise | <input type="checkbox"/> _____                                       |
| <input type="checkbox"/> VOSB – Veteran Owned Small Business         |  |

### CONTACTS:

Project Managers & Field Staff will be requested for each specific project. Please include your company's core contacts to ensure we are getting information to your teams for Safety, Emergencies, Accounting, Sales, Estimating, and Executives

Name	Email	Phone	Role	Send ITB's to?
			Estimator	<input type="checkbox"/>
			Accounting	<input type="checkbox"/>
			Project Manager	<input type="checkbox"/>
			Post Bid Interviews	<input type="checkbox"/>
			Safety	<input type="checkbox"/>
			Authorized Contract Signer	<input type="checkbox"/>
				<input type="checkbox"/>

### INVITATIONS TO BID:

Would you like to be included on our bidder's list?  Yes  No

### BID PACKAGES:

Please select which bid packages your company is available for work.

- |  |  |   |
|--|--|---|
| <input type="checkbox"/> 02.0 Abatement              | <input type="checkbox"/> 07.9 Joint Protection                   | <input type="checkbox"/> 21.1 Fire Protection   |
| <input type="checkbox"/> 02.5 Demolition             | <input type="checkbox"/> 08.1 Doors   Frames   Hardware          | <input type="checkbox"/> 22.1 Plumbing          |
| <input type="checkbox"/> 03.1 Concrete               | <input type="checkbox"/> 08.3 Overhead Doors                     | <input type="checkbox"/> 23.9 Building Controls |
| <input type="checkbox"/> 03.4 Precast Concrete       | <input type="checkbox"/> 08.8 Alum. Glass & Glazing              | <input type="checkbox"/> 23.1 Mechanical        |
| <input type="checkbox"/> 04.2 Masonry                | <input type="checkbox"/> 09.2 Metal Studs   Drywall   Acoustical | <input type="checkbox"/> 26.1 Electrical        |
| <input type="checkbox"/> 05.1 Structural Steel       | <input type="checkbox"/> 09.6 Flooring                           | <input type="checkbox"/> 28.1 Security Systems  |
| <input type="checkbox"/> 06.0 Building Materials     | <input type="checkbox"/> 09.7 Specialty Flooring                 | <input type="checkbox"/> 31.1 Earthwork         |
| <input type="checkbox"/> 06.1 General Trades         | <input type="checkbox"/> 09.9 Painting                           | <input type="checkbox"/> 32.1 Asphalt Paving    |
| <input type="checkbox"/> 06.4 Architectural Woodwork | <input type="checkbox"/> 10.2 Interior Specialties               | <input type="checkbox"/> 32.3 Fencing           |
| <input type="checkbox"/> 06.5 Building Framing Labor | <input type="checkbox"/> 11.4 Food Service Equipment             | <input type="checkbox"/> 32.9 Landscaping       |
| <input type="checkbox"/> 07.2 Thermal Protection     | <input type="checkbox"/> 11.6 Athletic Equipment                 | <input type="checkbox"/> Other                  |
| <input type="checkbox"/> 07.4 Metal Panels           | <input type="checkbox"/> 13.4 PEMB Erection                      | _____   |
| <input type="checkbox"/> 07.5 Membrane Roofing       | <input type="checkbox"/> 14.2 Elevators                          | _____   |





## **EXHIBIT A - CONTRACT AGREEMENT/NOTICE TO PROCEED**

### **Owner/Contractor Agreement**

All contracts for construction will be contracts with **Battle Creek Public Schools** and issued on the standard AIA Document A132-2019 Contract. *(Sample Contract available upon request)*

Overall administration of the project will be the responsibility of the Construction Management Firm.

ELITE COMPANIES,  
211 E. Water Street, Suite 201  
Kalamazoo, Michigan 49007  
Phone (269) 910-1347

Contracts will be awarded to separate contractors for the separate bid packages or combinations of bid packages.

Awarded contract will be based on bidder's proposal and the ability to perform. Decisions regarding the bidder's ability affecting contract award will be made by the Owner.

The Owner intends to award contracts to bidders who submit proper bids in accordance with the bidding documents.

The Owner reserves the right to waive any informality or irregularity in any bid.

The Owner reserves the right to reject any bid.

All Awards will be made in the Owner's best interest.

### **Notice to Proceed**

The Owner may elect to issue Notices to Proceed prior to the execution of the Contract Agreement.

Upon receipt of the Notice to Proceed, each contractor shall commence work in accordance with the conditions of the Notice to Proceed.

No contractor shall commence work until all required insurance requirements have been met and certificates of insurance have been submitted to Elite Companies.



## EXHIBIT B - DRAWING LOG



# EXHIBIT C

## MICHIGAN SALES AND USE TAX CERTIFICATE OF EXEMPTION

Michigan Department of Treasury  
3372 (Rev. 01-21)

### Michigan Sales and Use Tax Certificate of Exemption

This exemption claim should be completed by the purchaser, provided to the seller, and is not valid unless the information in all four sections is complete. Do not send a copy to Treasury unless one is requested.

#### SECTION 1: TYPE OF PURCHASE

 Check one of the following:

- A. One-Time Purchase  
Order or Invoice Number: \_\_\_\_\_
- C. Blanket Certificate  
Expiration Date (maximum of four years): 07/01/28
- B. Blanket Certificate. Recurring Business Relationship

The purchaser completing this form hereby claims exemption from tax on the purchase of tangible personal property or services purchased from the seller named below. This claim is based upon: the purchaser's proposed use of the property or services; OR the purchaser's exempt status.

Seller's Name and Address

#### SECTION 2: ITEMS COVERED BY THIS CERTIFICATE

Check one of the following:

- 1.  All items purchased.
- 2.  Limited to the following items: \_\_\_\_\_

#### SECTION 3: BASIS FOR EXEMPTION CLAIM

Check one of the following:

- 1.  For Lease. Purchaser will lease the property and elects to pay tax based on rental receipts. Enter sales tax license or use tax registration number: \_\_\_\_\_
- 2.  For Resale at Retail. Enter Sales Tax License Number: \_\_\_\_\_
- 3.  Direct Pay - Authorized to pay use tax on qualified transactions directly to Michigan Treasury under account number: \_\_\_\_\_

The following exemptions DO NOT require the purchaser to provide a number:

- 4.  Agricultural Production. Enter percentage: \_\_\_\_\_%
- 5.  Government Entity (U.S. or its instrumentalities, State of Michigan or its political subdivisions), Nonprofit School, Nonprofit Hospital, Church or House of Religious Worship (circle type of organization)
- 6.  Contractor (provide Michigan Sales and Use Tax Contractor Eligibility Statement (Form 3520)).
- 7.  For Resale at Wholesale.
- 8.  Industrial Processing. Enter percentage: \_\_\_\_\_%
- 9.  Nonprofit Internal Revenue Code Section 501(c)(3), 501(c)(4), or 501(c)(19) Exempt Organization.
- 10.  Nonprofit Organization with an authorized letter issued by Michigan Department of Treasury prior to July 17, 1998 (sales tax) or June 13, 1994 (use tax).
- 11.  Rolling Stock purchased by an Interstate Motor Carrier.
- 12.  Other (explain): EIN: 38-6000746

#### SECTION 4: CERTIFICATION

I declare, under penalty of perjury, that the information on this certificate is true, that I have consulted the statutes, administrative rules and other sources of law applicable to my exemption, and that I have exercised reasonable care in assuring that my claim of exemption is valid under Michigan law. In the event this claim is disallowed, I accept full responsibility for the payment of tax, penalty and any accrued interest, including, if necessary, reimbursement to the vendor for tax and accrued interest.

Business Name <b>BATTLE CREEK PUBLIC SCHOOLS</b>		Type of Business (see codes on page 2) <b>05</b>	
Business Address <b>3 W. VAN BUREN ST</b>		City, State, ZIP Code <b>BATTLE CREEK, MI 49017</b>	
Business Telephone Number (include area code) <b>(269) 965-9500</b>		Name (Print or Type) <b>BRENDA DEMOTT</b>	
Signature <i>Brenda De Mott</i>		Title <b>DIRECTOR OF FINANCE</b>	Date Signed <b>07/01/2024</b>



**EXHIBIT D**  
**SUBCONTRACTOR/SUPPLIER SAFETY PLAN ACKNOWLEDGEMENT**

(SEE NEXT PAGE)



EXHIBIT "D"
Subcontractor and Supplier
Safety Plan Acknowledgement

Notice: Subcontractors, Suppliers and Vendors are to complete and return this acknowledgement prior to commencement of work. Failure to comply with the requirements shall result in contract cancellation and work stoppage!

WELCOME!

It is ELITE COMPANIES goal to establish and maintain the safest workplace possible. To help accomplish this task we have instituted safety standards that we feel are more stringent than OSHA regulations and well above what is commonly accepted around the construction industry.

General Safety Plan
"A Brief Summation of Requirements"
More complete information can be found in 29 CFR 1926,
The Code of Federal Regulations describing Construction Safety for OSHA Compliance

TABLE OF CONTENTS

1926 OSHA Chapter

1. PPE (Personal Protective Equipment)..... Subpart E
2. Excavations and Trenching..... Subpart P
3. Fall Protection ..... Subpart M
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5. Tools ..... Subpart I
6. Electrical ..... Subpart K
7. Scaffolding ..... Subpart L
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9. Inspections
10. Reporting Incidents and Occupational Injuries
11. Hazardous Communication (MSDS) ..... Subpart D
12. Safety Training, Certifications, and Education ..... Subpart C
13. Housekeeping ..... Subpart C
14. First Aid ..... Subpart C
15. Forklift and Arial Lift Operators ..... Subpart O
16. Hoisting and Cranes ..... Subpart N
17. Job Site Violence Protocol
18. Safety Violation Schedule
19. Safety Submittals

OSHA References are provided for Complete Compliance

COMPANY NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

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### ***Personal Protective Equipment (1926.95)***

Our Subcontractors must provide and assure proper use of appropriate protective equipment, including, but not limited to personal protective equipment for the eyes, hands, face, head, feet, torso, and extremities. Additionally, appropriate protective clothing and respirator devices, must be provided, used, and maintained in a sanitary condition.

1. **Head Protection:** ***Hard hats*** are to be worn ***at all times*** by ***all employees and visitors***. Only our Safety Director or Safety Consultant can determine when the use of hard hats is no longer required.
2. **Hearing Protection:** Approved hearing protection must be used wherever it is required to reduce the exposure to noise levels. Plain cotton is not an acceptable protective device.
3. **Eye Protection:** ANSI approved safety glasses must be worn at all times. Eye protection with clear lenses is required for interior or low light work (or goggles as warranted).
4. **Respiratory Protection:** When engineering is not affective our Subcontractors will provide appropriate NIOSH approved respirators to protect the health of their employees. These respirators must be designed to protect the employee against the specific hazard and the employee must be trained in the proper use and care of the respirator.
5. **Foot Protection:** In most cases, ***work boots or work shoes*** are to be worn at all times and during all phases of construction. In certain applications (working in wet concrete or on sloped roof), with permission of our Site Project Manager, this rule may be waived for a short amount of time.
6. **Clothing:** The wearing of loose, dangling clothing is prohibited. Long, full length, pants and **shirts with 4" sleeves** are required at all times.

### ***Excavations and Trenching (1926.650)***

While working in or around trenches or other excavated area, our Subcontractors' Competent Person<sup>1</sup> will establish the following protocols:

1. **Access and Egress:** Stairways, ladders, or ramps must be correctly established in trenches or excavations that are four (4) feet or more in depth. They must be located so that no employee has more than twenty-five (25) feet of unobstructed lateral travel to a means of escape.
2. **Exposure to Falling Loads:** No employee will be permitted underneath loads handled by lifting or digging equipment.
3. Caution tape, barricades or other approved marking must be used around the perimeter of any excavation.
4. Protection of employees is the direct responsibility of the Subcontractor's Competent Person. Listed below are some basic protocols:
  - a. All equipment and spoil material must be at least two (2) feet from the edge of excavations.
  - b. Excavation must be inspected daily, by the Subcontractor's Competent Person before allowing employees to enter the excavated area.
  - c. Employees will not be allowed to work in trenches where there is accumulated water unless the water is controlled by the use of water removal equipment. The Subcontractor's Competent Person must establish and monitor the water removal equipment and procedures.
  - d. Refer to the OSHA Standards for the Construction Industry for proper sloping, benching, and shoring.

### ***Fall Protection (1926.500)***

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<sup>1</sup> "Competent Person is defined as one capable of recognizing safety hazards and with the authority to take whatever action is necessary to immediately abate Safety hazards."



**ELITE COMPANIES** believes that the use of a conventional means of fall protection provides a superior form of protection and is required at all our construction sites where the walking or working surface is six (6) feet or more above a lower level. However, if the conventional means are infeasible or create a greater hazard, an alternative means of fall protection may be used. This alternative must be site specific, in writing and pre-approved by our *Safety Committee* before it may be implemented.

*Our Subcontractor's Competent Person for fall protection is responsible for establishing and monitoring of their employee's fall protection and must be registered in our Project Manager office.*

**1. Guardrails (1926.502 (b))**

Each Subcontractor is responsible for replacement of safety rails that are removed or damaged in connection with his own work and is responsible for safety violations created by such removal or damage. Handrails shall never be removed without our Site Project Manager permission. Should any Subcontractor or employee of a Subcontractor not replace safety rails or posts, which have been removed, that employee shall be expelled from the job site immediately upon the direction of our Project Manager. Further, the Subcontractor is financially responsible for all costs incurred by **ELITE COMPANIES** necessary to replace said safety railing and hereby waives any notification requirements. Should safety railing not be installed in an area where this Subcontractor is currently working, it is the Subcontractor's responsibility to ensure that his workmen are properly tied off and otherwise adequately protected.

**2. Personal Fall Arrest Systems - PFAS (1926.502 (d)):**

- a. All components of a PFAS must have a minimum breaking strength of five thousand (5,000) pounds and used correctly.
- b. When vertical lifelines are used, each employee shall be attached to a separate lifeline.
- c. Lifelines shall be protected against cuts or abrasions.
- d. Anchorages used for attachment of personal fall arrest equipment shall be independent of any anchorages being used to support platforms and capable of supporting five thousand (5,000) pounds per employee attached.
- e. PFAS are to be rigged such that employees can neither free fall more than six (6) feet, nor contact any lower level.
- f. Lifelines will be inspected by the Competent Person prior to being used each day.
- g. Self-manufactured anchors must be engineered, and sealed prints must be submitted to **ELITE COMPANIES** and approved prior to use.

**3. Covers (1926.502 (i)):**

- a. All covers shall be fastened to the slab using four (4) Tapcons.
- b. If a Subcontractor removes a cover, it will be the responsibility of that Subcontractor to protect all employees from the hazard created by its removal and to replace and refasten the cover when work is completed, if the hole still exists.

**4. Safety Monitoring Systems (1926.502 (h)):**

Safety Monitoring Systems are an alternative means of fall protection. They afford the least amount of protection for employees allowed by OSHA regulations. The Safety Monitor must be easily identifiable and have no other duties that interfere with his or her ability to control safety in the area of responsibility.

**5. Warning Lines (1926.502 (f)):**

- a. Can never be closer than six (6) feet to the hazard, usually more distance is required.
- b. Can never be a painted line, elevated warning is required in commercial work.

***Materials Handling, Storage, and Use (1926.250)***

Handling and storage of materials is the Subcontractor's responsibility. At a minimum, onsite materials must comply with the following:

1. Material stored on leading edge will be at least six (6) feet away from the edge.
2. Means of egress must be kept clear.



3. Rolling stock must be secured.
4. Nails shall be removed from used lumber.
5. Fall arrest systems shall be used on outriggers.
6. Materials shall not be stored on scaffolding in excess of supplies needed or more than the designed weight for the scaffold.
7. Aisles and passageways shall be kept clear to provide free and safe movement.
8. Flammable materials shall be kept in storage areas designated by our Project Manager. Appropriate signage, barricading, containment, and fire extinguisher must be used.

Rigging Equipment for Material Handling is the responsibility of our Subcontractors' Competent Person. At a minimum the following rules must be complied with:

1. Daily inspection and approval of all rigging equipment prior to use. All sling, fastenings and attachments must be visually inspected for damage or defects and their rated capacities must be appropriate for the designated task(s).
2. Tower crane operators must submit crane safety inspections to our Project Manager office.
3. All cranes must have annual inspections and submitted to **ELITE COMPANIES** with their contract documents and to our Site Project Manager.
4. All cranes that are left on site for more than thirty (30) days must have third-party inspections and supporting documentation must be submitted to our Site Project Manager.
5. Certifications for equipment and equipment operators must be filed with our Site Project Manager.

### ***Tools (1926.300)***

Tool use is the responsibility of our Subcontractor. At a minimum:

1. Tools and machines will be used within design parameters.
2. Use recommended Personal Protective Equipment (PPE) in accordance to manufacture recommendation.
3. Guards must be firmly in place preventing workers from coming in contact with moving parts. If they are not supplied by the manufacturer, they must be designed and installed to meet this requirement.
4. All electric tools must be grounded.
5. Disconnect tools when not in use, before servicing, when removing guards or changing accessories such as bits and blades.
6. Suggestion:
  - a. Never carry a tool by the cord or hose.
  - b. Never yank the cord or the hose to disconnect it from the receptacle.

### **Powder-Actuated Tools:**

1. Only employees that have a card certifying that they have been trained to operate a specific power-actuated tool will be allowed to operate that tool.
2. Every individual who is in the area where powder-actuated tools are in operation must use appropriate Personal Protective Equipment (PPE).
3. Warning signs shall be posted while the powder-actuated tool is in use.
4. All powder-actuated tools must be used in accordance with manufactures specifications.
5. Basic Safety Protocols:
  - a. **Do not** load a cartridge before you need it.
  - b. **Do not** leave a loaded tool lying about.
  - c. **Do not** point a tool at persons.
  - d. **Do not** leave cartridges blank or loaded on the ground.
  - e. **Do not** insert cartridges before the nail or stud is loaded.
  - f. If cartridge does not fire, follow specific manufactures' designated protocols.



### **Electrical (1926.400)**

When working at **ELITE COMPANIES** Site:

1. The Subcontractors' Competent Person must:
  - a. Inspect all tools, cords, and equipment prior to bringing them on site to assure appropriate, safe working order.
  - b. Certify that portable generators greater than five-thousand-volt amperes (5KVA) are GFCI protected.
  - c. Certify that path to ground is to be continuous, no missing ground pin.
  - d. Establish quarterly inspection on electrical cords to be identified as follows:
    1. January through March (**Red**).
    2. April through June (**Blue**).
    3. July through September (**White**).
    4. October through December (**Green**).

\* Remember, repairs can only be made to twelve (12) gauge or larger cords
2. The Subcontractor is responsible for assuring that:
  - a. All his/her equipment are being used per instructions.
  - b. Flexible cords and cables are protected from damage.
  - c. Cords are not run through pinch points.
  - d. All extension cords are three-wire (3-wire) type and hard or extra hard duty.
  - e. Nails, staples, or wires cannot suspend electrical extension cords.
  - f. Controls and energy sources on tools or equipment being serviced or repaired are locked/tagged "Out of Service" to prevent unauthorized reenergizing at any point.
  - g. **All activities must adhere to the ten (10) foot minimum distance from energized power lines of fifty thousand volts (50KV) or less.**

\* Cords that are not identifiable as hard or extra hard duty, have missing pins, or have damage that has not been properly repaired will have the ends cut off.
3. The electrical contractor is responsible for assuring:
  - a. All breakers are properly labeled.
  - b. All service panels and other live parts guarded to exclude any unauthorized personnel.
  - c. All service panels shall be de-energized before work.
  - d. Ground Fault Circuit Interrupter (GFCI) protection is provided on all one hundred twenty (120) volt, fifteen (15) and twenty (20) ampere outlets.
  - e. All lamps in temporary lights are to be protected from contact or breakage.
  - f. Temporary lights are not to be hung by wiring unless designed for this use.
  - g. Proper signage required at all service areas.
  - h. Weekly Ground Fault Circuit Interrupter (GFCI) tests must be performed and documented.

### **Scaffolding (1926.450)**

The Competent Person for the Subcontractor erecting the scaffolding (all scaffolding, including "Baker") is responsible for:

1. Registering with our Site Project Manager prior to scaffolding component arrival.
2. Training all scaffold users and erectors prior to use. Only trained employees may use scaffolding.
  - a. Hardhats are required.
  - b. No one may climb on cross braces.
3. Inspecting all scaffolding components upon arrival at our site.
4. Rejecting and returning, on delivery truck, all substandard components and immediately reordering replacement.
5. Erecting and dismantling scaffolding (Manufacture recommendations shall be adhered to.) Our major objectives are to:



- a. Maintain appropriate clearances from power lines.
- b. **Fully plank** all platforms.
- c. Install guardrails or fall arrest systems. (*Ten (10) foot trigger height*).
- d. Use approved means of egress. Ladders must have a three (3) foot extension above landing point.
- e. Use base plates, screw jack or casters (required all applications).
- f. Use mudsills on earthen applications.
- g. Protect employees from falling objects by using:
  1. Barricades.
  2. Toe boards.
  3. Control zones.
6. All scaffolding alterations.
7. Daily inspections of scaffolding prior to the start of each shift and making compliance (safety) correction prior to use.

**Additional Requirements:**

1. When required, engineered stamped drawings for scaffolding systems shall be submitted to **ELITE COMPANIES** before erection.
2. Suspended scaffolding must be designed and installed by a qualified person. No homemade scaffolding will be permitted.
3. All personnel on mast climbers or swing stage must be tied off to the building (structure) at *all times*.

***Ladders and Stairs (1926.1053)***

When using ladders or stairways the Subcontractor is responsible for training their employees to:

1. Adhere to all manufacturer's directions and instructions.
2. Do Not use ladders that have loose, cracked, or split rungs and side rails.
3. Do Not use ladders that have missing footpads or other visible damages.
4. Keep ladder rungs clean and free of greases, dirt, and mud.
5. Not use a metal ladder on rooftops and within ten (10) feet of electrical power lines.
6. Allow only one person on the ladder at a time.
7. Face the ladder when climbing up or down.
8. Maintain a three-point contact by keeping; two hands and one foot or two feet and one hand on the ladder at all times when climbing.
9. When performing work on a ladder, face the ladder and do not lean backward or sideways.
10. Not stand on tables, chairs, boxes, or other improvised climbing devices to reach high places; use the proper ladder.
11. Not stand on the top three rungs of a straight ladder or stand higher than the second rung of a step ladder.
12. Not stand on a ladder that wobbles, or that leans to the left or right of center.
13. Extend the top of the ladder at least three (3) feet above the edge of the landing and set a four-in-one (4:1) pitch.
14. Secure the ladder in place by having another employee hold it until tied off at top and bottom.
15. Not move a rolling ladder while someone is standing on it.
16. Not place ladders on barrels, boxes, loose bricks, pails, concrete blocks, or other unstable bases.
17. Not carry items in your hands while climbing up or down a ladder. Use a hand hoist.
18. Not try to "*walk*" a ladder by rocking it. Climb down the ladder, and then move it.
19. Not use a ladder as a horizontal platform.
20. Not to use ladders on stairways with metal pan landings except during actual construction of the stairway.
21. Except during construction of the actual stairway, skeleton metal frame structures and steps must not be used unless the stairs are fitted with secured temporary treads and landings. Temporary treads must be made of wood or other solid material and installed the full width and depth of the stair.
22. Not use frame ladders (step ladders) as an extension ladder.
23. Not use stairs until temporary stair rails are installed.



### ***Inspections***

Accident Prevention is the responsibility of everyone at the work site:

1. It is the responsibility of each Subcontractor to:
  - a. Provide a Competent Person to perform safety inspections at each job site.
  - b. To register each safety inspectors name and contact information with each Site Project Manager.
  - c. Instruct the safety inspector to check in with our Site Project Manager prior to inspecting.
  - d. Have the safety inspector perform frequent and regular inspections of the jobsites, materials, and equipment.
  - e. Make appropriate corrections.
  - f. Immediately address safety violations pointed out by **ELITE COMPANIES**.
  - g. Report findings to our Site Project Manager prior to leaving the site.
2. The Subcontractor's Competent Person shall, at a minimum, inspect all the applicable areas listed in this addendum and shall specifically inspect:
  - a. Scaffolding prior to each shift and after any changes.
  - b. Fall protective systems and components including, but not limited to:
    1. Body Harnesses.
    2. Lanyards.
    3. Lifelines.
    4. Anchor point.
    5. Rope Grabs.
    6. Snap hook.
    7. D-ring.
    8. Self-retracting lifelines.
    9. Guardrails and handrail systems.
  - c. Impalement and falling object hazards.
  - d. Ladders.
  - e. Trenches and Excavations.
  - f. Electrical cords and path to ground.
  - g. Equipment and machinery as well as restrict their operation to employees who are properly trained and certified.
  - h. Housekeeping.
  - i. Hazcom compliance
  - j. Compliance with weekly safety training.

### ***Reporting Incidents and Occupational Injuries***

1. All jobsite injuries must immediately be reported to **ELITE COMPANIES** Site Project Manager. All incidents will be investigated in accordance with corporate policies using forms provided in our Safety Manual.
2. The nature of the injury will be documented and investigated by our Site Project Manager.
4. The Subcontractor, Supplier or Vendor must submit, within 24 hours, an incident report with photographs and witness statements describing the occurrence, procedures taken to prevent reoccurrence, and accomplished retraining to our Site Project Manager.
5. All complied information must be immediately forwarded to the **ELITE COMPANIES'** Safety Committee.

### ***Hazardous Communication (1926.59)***

All Subcontractors and Suppliers shall submit two copies of their "Job Specific" Material Safety Data Sheets (MSDS).

Our protocol has been designed to ensure that all our Subcontractors, their employees, our personnel, and the general public overall are protected from chemical hazards and have the most current and up-to-date information on chemical exposures available. Our basic concept is that individuals have a right-to-know what chemicals they may be exposed to, how they may affect them and how



they can protect themselves. The Occupational Safety and Health Administration (OSHA) in Code 29 of Federal Regulations (CFR) 1926.59 (*Hazard Communication*) establishes, but is not limited to, the following requirements:

1. Subcontractors and Suppliers are to maintain and update a list of all hazardous chemicals being used on a jobsite. This is a site-specific list, not a “shotgun” approach listing every chemical ever purchased by your company.
  - a. A copy of this list must be given to **ELITE COMPANIES** before bringing the chemicals on our jobsite.
  
2. It is each Subcontractors responsibility to:
  - a. Obtain and maintain, on site, a site-specific collection of current MSDS for each product they bring on site.
  - b. Submit two (2) copies of their site-specific collection of MSDS to **ELITE COMPANIES**.
  - c. Make thorough daily inspections and take necessary action to eliminate hazardous conditions.
    1. Ensure all hazardous chemicals at the jobsite are properly labeled.
    2. Labels shall list the chemical identity, appropriate hazard warnings, and the name and address of the manufacture, importer, or other responsible party. Refer to Material Safety Data Sheets (MSDS) to verify information.
  - d. Review and/or train anyone at the site on the chemical they brought to the site and if requested, provide the appropriate MSDS.

### ***Safety Training, Certifications, and Education (1926.21)***

**Responsibility:** The Employer, Subcontractor, Supplier, or Vendor shall instruct each employee in the recognition and avoidance of unsafe conditions. Each Subcontractor, Supplier, or Vendor is to provide specialized training, certification, licenses, and other regulations applicable to his scope of work, and the work environment; to control or eliminate any damage, hazard, or other exposure that could cause illness or injury.

The Subcontractor is to have Weekly Safety Meetings, the safety related training must be documented, and a copy submitted to our Site Project Manager. It will be maintained as a permanent record.

Subcontractors, Suppliers and Vendors, working at any **ELITE COMPANIES** facilities and jobsites are required to perform Safety Orientation for all their personnel prior to starting work. Routinely, **ELITE COMPANIES** sponsors safety training. Our Subcontractors, Suppliers and Vendors will be provided with class schedules.

*Note: Only trained employees will be permitted on our jobsite.*

### ***Housekeeping (1926.25)***

**Daily cleanup is mandatory.** Clean up includes removal of all debris, overspray, and rubbish from the facility, jobsite, and adjacent areas or surfaces. **ELITE COMPANIES** shall provide a trash dumpster at the facility or jobsite. Subcontractors, Suppliers, or Vendors are to remove their debris at the end of each shift or at times when the debris may pose a threat of injury or damage. Combustible scrap and materials must be stored and protected appropriately. Fire extinguishing equipment must be readily available and clearly marked.

Large drums, tires, chemical container or contaminating real estate are the responsibility of the Subcontractor who brought them these products to our site. These items are not considered normal trash and can not be disposed of in our dumpsters. In addition to the normal clean up responsibilities, some projects may require, at no cost to **ELITE COMPANIES**, manpower to be used for composite cleanup crews. This charge will be back charged to the Subcontractor.

**All clean up procedures will be strictly enforced.**



### ***Emergencies and First Aid (1926.23)***

**ELITE COMPANIES** does not provide a designated first responder and any action taken by our employees to assist with First Aid is purely the action of a *Good Samaritan*.

Our construction trailers are supplied with a First Aid Kit designed to address minor incidents at our jobsites. The kits are only supplied with bandages and some precautionary measure against disease and bacteria. There are no aspirin, cold tablets, or other medications. These supplies are available to all our Subcontractors, Suppliers, or Vendors. *All incidents requiring first aid supplies, medical attention, or that pose the possibility of future medical or legal complications should be reported to and documented by all parties involved.*

Subcontractors, Suppliers, or Vendors that have employees that are Certified First Responders are asked to register that person with our Site Project Manager.

### ***All Vehicle Driver/ Operators will:***

1. Be properly licensed, trained and medically fit to operate the vehicle,
2. Not be fatigued or under the influence of drugs or alcohol,
3. Obey all traffic rules and regulations, while making positive adjustments for adverse, in climate conditions,
4. Drive defensively and compensate for the mistakes of others,
5. Not be distracted by eating, cell phones, reading, or loud music while driving, and
6. Not allow passengers to ride in non passenger areas of vehicles.

### ***Forklift and Aerial Lift Operators (1910.178)***

The following requirements are necessary for all mechanical lift equipment used on our jobsites. It is the responsibility of the managing Subcontractor's Competent Person to verify that:

1. A current copy of all Operator Certifications is on file with our Site Project Manager.
2. Only trained operators are authorized to operate forklifts, aerial lifts, cranes, and scissor lifts. Up-to-date training documentation must be with the operator at all times.
3. Equipment operators must:
  - a. Comply with all OSHA and jobsite rules.
  - b. Register with our job Site Project Manager.
  - c. Inspect equipment daily.
  - d. Schedule required maintenance.
  - e. Report any incidents, accidents, and maintenance problems immediately.
4. Unauthorized operators are not permitted to use equipment and will be asked to leave the jobsite.
5. Seatbelts are to be used during operation of the equipment.
6. When equipment is unattended:
  - a. Put the equipment in neutral.
  - b. Set emergency brake.
  - c. Turn power off.
  - d. Block wheels if necessary.
  - e. Unattended means: the operator is twenty-five (25) feet or more from equipment.
7. No hoisting of personnel is permitted with a forklift.
8. Obey speed limits.



9. Use a signal person when needed.
10. Do not exceed maximum lifting capacities.
11. Log inspections.

### ***Hoisting and Cranes (1926.550)***

**HOISTING:** In addition to the requirements defined in other sections of our Safety Plan, each Subcontractor setting up and using a crane on our jobsite will comply with the following requirements:

1. The Subcontractor's Competent Person will be on the job site at all times during said Subcontractor's crane activities and operations.
2. The individual designated by the Subcontractor as its Competent Person must be acceptable to **ELITE COMPANIES**.
3. Prior to commencing the use of its crane and related equipment, the Subcontractor shall submit, in a form acceptable to **ELITE COMPANIES**, evidence and certification that its crane and related equipment is safe for use and worthy to be operated on the project. This certification shall include statements, by an officer of the Subcontractor's company, that the crane and related equipment meets all governing State and Federal Occupational Safety and Health Standards and **ELITE COMPANIES** requirements and is safe for use and in safe working order.

The crane shall not be operated unless the required documentation of inspection is present on the crane and available for review at any time by authorized persons.

Any items found to be deficient or in need of correction during any inspection will be remedied prior to the crane being used or operated. Each crane shall be inspected according to the criteria as indicated below:

a. **Annual Inspection:**

The crane shall be inspected one time per year and every year after manufacture and service start date. This inspection shall be performed by an independent third-party. The independent third-party shall be a Competent Person and, where required by law, certified to perform such inspection. When a crane is rented from a crane rental company an annual inspection, performed by an employee of the company, may be acceptable as long as a government agency or an agency recognized by the U.S. Department of Labor has trained the employee in crane inspection. A copy of the training certification of the inspector, if an employee of the crane rental company, should accompany the annual inspection. The annual inspection shall be comprehensive of all components of the crane and its safe operation and use.

b. **Monthly Inspection:**

The owner of the crane shall have a qualified person inspect it monthly with special emphasis on critical wear areas and document the inspection.

c. **Daily Inspection:**

The operator of the crane shall inspect it daily and document the inspection utilizing a form provided by a crane inspection company such as Crane Institute of America or equivalent.

4. Each Subcontractor shall pre-qualify its Operator or Operators for work on the project prior to the Operator or Operators commencing work on the jobsite.
5. A copy of qualifications and a letter approving the use of the crane for each Operator on the jobsite shall be submitted and placed on file on the **ELITE COMPANIES** jobsite office prior to the operator performing work on the project.



6. If required by governing laws and standards, the Crane Operator shall be licensed and certified. A copy of the Operator's license and/or certification, as applicable, shall be submitted to **ELITE COMPANIES** prior to the Operator performing work on the project. All Operators must be acceptable to **ELITE COMPANIES**.
7. All cranes shall have installed and functional the safety components and devices as specified by the crane manufacturer and as originally provided on the crane at the time of manufacture. Such equipment would include anti-two-block devices, load-movement indicators and "dead man" controls. No crane shall be used which does not have this safety equipment installed and functional. Unless otherwise impossible due to extenuating circumstances, only the most recently manufactured model crane shall be used. If an older model crane is to be used, then it shall be retrofitted, as recommended by the crane manufacturer, with the most effective safety devices available. A crane load movement indicator and anti-two-block device should be installed on all hoist lines as a minimum on all cranes. These devices should be tested and maintained per the manufacturer's recommendations.
8. All operations and activities involving Subcontractor-owned or rented cranes is the responsibility of the Subcontractor's Competent Person. The Crane Operator cannot be the Competent Person. The Crane Operator is responsible for following the Competent Person's plan and the safe execution of crane operations and activities. The Competent Person shall assure that crane is not operated in a manner that exceeds the crane manufacturer's requirement or recommendations for safe operation.

In addition to the requirements and safe operating instructions of crane manufacturer, the following rules shall also apply to each crane operation and activity:

- a. The crane shall be positioned so that it is level to within one (1%) percent of horizontal, with outriggers, tracks, or stabilizers fully extended and on a surface that is capable of supporting the crane and the maximum load it will hoist.
  - b. The crane manufacturer's operator's manual, other manuals for the crane and the crane's load chart specific to the crane itself shall be in the crane and adhered to at all times.
  - c. All safety devices and components, provided as original equipment or retrofitted such as anti-two-block devices and load or load-movement indicators, shall be in functional working conditions at all times.
  - d. Prior to commencing with hoisting a load with the crane, the Competent Person and the Crane Operator shall both know the actual total weight of the load to be hoisted, including the weight of rigging utilized, and any other components of which reduce the lifting capacity, and shall check that the total load can be safely lifted within the limit of the crane's load chart based on any configuration of the crane at any time during the lift sequence.
  - e. The Competent Person or the Crane Operator shall and must decline to operate the crane or attempt to lift or hoist any load when the operator, using experience, judgment, and factual information determines that the crane is unsafe. At no time shall the lift activity begin without being adequately planned to prevent unsafe operations for any reason, whatsoever.
9. A Critical Lift is a crane operation or activity which includes one or more of following elements:
- a. The use of two or more cranes to hoist or lift a load.
  - b. Any lift or load which, when hoisted, is likely to exceed seventy-five (75%) percent of the capacity of the crane in its current configuration or at any time during the lift sequence. The determination of the lift or load weight shall take into consideration not only the weight of the item or items being hoisted, but also all rigging equipment.
  - c. Lifting or hoisting of a load over or in close proximity to active streets or areas occupied by the public.
  - d. A lift in which the crane is in close proximity to or has the potential to contact energized electrical lines.
  - e. Lifts involving specialized, unique, and complex rigging equipment. The use of which requires a more sophisticated level of training than conventional crane operations.
  - f. Lifts in which persons will be in a crane personnel basket suspended from the crane or a work platform attached to the crane.
  - g. Tower crane erection and dismantlement.
  - h. Unusual weather and supervisory concerns.
10. Any crane operation and activity, which is considered a Critical Lift, shall not commence until a written plan is completed. The written plan shall, at minimum, include the following:
- a. All load chart data for the crane to be used in the Critical Lift.
  - b. The total calculated weight of the load including the weight of rigging utilized and other components, which reduce the



- lifting capacity. A Competent Person or a Professional Engineer, as required, must check these calculations.
- c. Diagrams, which graphically depict all geometrical conditions of the lift including each and every location and position of the crane during the Critical Lift. This diagrammatic information shall further include, at minimum, the following:
    1. A location of items being hoisted prior to, during, and after the lift is accomplished.
    2. Radius points.
    3. Swing patterns.
    4. Locations to safely discharge load in event of an emergency requiring such action to occur.
    5. Adjacent areas occupied by workers, public, and vehicular traffic, if applicable.
    6. Utilizing the information obtained as indicated above; an independent Professional Engineer, registered in the State in which the project is located, shall verify, and confirm that:
      11. The soil and subsurface conditions are capable of supporting all loads imposed during the Critical Lift.
      12. The design of cribbing and other supports used under the crane are appropriate to safely transfer such loads.
      13. The name of Subcontractor's Competent Person.
      14. The Operator's qualifications.
      15. A Professional Engineer registered in the State in which the project is located must sign and seal the plans, evidencing review that meets **ELITE COMPANIES** Critical Lift criteria. Signed and sealed documentation that all loads, load information, and calculations contained in the plan are approved, acceptable and safe to perform.
  - d. Signaling and communication criteria.
  - e. Weather considerations and how to coordinate with same including wind issues, temperature issues, visibility issues, etcetera.
  - f. A Hazard Analysis shall be completed which identifies the particular hazards associated with the lift and the means and methods to reduce or eliminate the hazards.
  - g. Emergency Action Plan.

#### **Job Site Violence Protocol**

All **ELITE COMPANIES** have a zero-tolerance policy for job site violence. Any occurrence of violence or physical altercation will result in immediate dismissal of all involved persons from the site. The ability to return to the site will be decided by the **ELITE COMPANIES'** Safety Committee.

#### **Safety Violation Schedule**

1. Three (3) written Violations will result in a fine of Two Hundred Dollars 00/100 (\$200.00) in the following areas:
  - a. Housekeeping
  - b. No Hard Hat
  - c. No Eye or Ear Protection
  - d. No Respiratory Protection
  - e. Improper Attire
  - f. Defective Tools or Improper use of Tools
2. One (1) written Violation will result in a fine of Three Hundred Dollars 00/100 (\$300.00) in the following areas:
  - g. Extension Cords
  - h. Equipment Cords
  - i. Scaffolding
  - j. Falling Object Protection
  - k. Controlled Access Zones
3. One (1) written Violation will result in a fine of Five Hundred Dollars 00/100 (\$500.00) in the followings areas:



- l. Trenching
- m. Excavation
- 4. One (1) written Violation will result in a fine of Two Hundred Dollars 00/100 (\$200.00) in the followings area:
  - n. Ladders

The above listed fines will be doubled each time the increment of written violations required for each fine doubles. Violations will be reviewed monthly by the **ELITE COMPANIES** Safety Committee. Quantity or severity of violations considered to be excessive by the **ELITE COMPANIES** Safety Committee may lead to ineligibility to subcontract work from **ELITE COMPANIES**. **ELITE COMPANIES** reserves the right to remove anyone, at anytime, for unsafe behavior of any type.

**Subcontractor Safety Submittal List:**

- 1. Site Specific Safety Programs.
- 2. Hazard Communication (MSDS).
- 3. Crane Certifications.
- 4. Welder Certifications.
- 5. Competent Person: scaffolding, trenching, fall protection.
- 6. Certifications for forklift, crane, and aerial operators.
- 7. Job Hazard Analysis.
- 8. Emergency Contact List.
- 9. List of employees who have completed the OSHA ten-hour certification.
- 10. Weekly Safety Meeting Minutes and Attendance Sheet.
- 11. List of Competent Persons.
- 12. List of Certified Operators.



## EXHIBIT E – ELITE TEAM

Main Office

**ELITE COMPANIES**  
 211 E. Water Street, Ste 201  
 Kalamazoo, MI 49007  
 P: (269) 910-1347

Battle Creek Office

**ELITE COMPANIES**  
 15 Carlyle St.  
 2<sup>nd</sup> Floor  
 Battle Creek, MI 49017

Contact Name	Title   Role	Cell Phone No.	E-mail
Jim Feltch	President + CEO	(269) 806-2141	<a href="mailto:Jim.feltch@elite-companies.com">Jim.feltch@elite-companies.com</a>
Laura Ash	CFO + Principal	(269) 967-9365	<a href="mailto:Laura.ash@elite-companies.com">Laura.ash@elite-companies.com</a>
Mark Rimes	Vice President + Principal	(269) 330-9535	<a href="mailto:Mark.rimes@elite-companies.com">Mark.rimes@elite-companies.com</a>
Jack Whitman	Chief Operating Officer	(269) 870-5350	<a href="mailto:Jack.Whitman@elite-companies.com">Jack.Whitman@elite-companies.com</a>
Lisa Ruthruff	Senior Project Controller	(269) 599-7799	<a href="mailto:Lisa.ruthruff@elite-companies.com">Lisa.ruthruff@elite-companies.com</a>
Mike Deloof	Field Operations Manager	(269) 217-5453	<a href="mailto:Mike.deloof@elite-companies.com">Mike.deloof@elite-companies.com</a>
Bre Feltch	Office Manager	(269) 910-1347	<a href="mailto:Bre.feltch@elite-companies.com">Bre.feltch@elite-companies.com</a>
Molly Lapekas	Accounting Manager	(269) 290-5767	<a href="mailto:Molly.lapekas@elite-companies.com">Molly.lapekas@elite-companies.com</a>
Jackie Longman	Project Coordinator	(269) 532-8248	<a href="mailto:Jackie.longman@elite-companies.com">Jackie.longman@elite-companies.com</a>

Project Superintendent:

Project Coordinator:

Lisa Ruthruff

Billing Information

Invoices Due: 20<sup>th</sup> of each Month  
 Email to: [invoices@elite-companies.com](mailto:invoices@elite-companies.com)

**Project Invoice Requirements:**

- ✓ AIA Invoice Form
- ✓ Sworn Statement
- ✓ Waiver

Bid Information

Bid Proposals to be emailed to: [bids@elite-companies.com](mailto:bids@elite-companies.com)

**Bid Proposal Requirements**

- ✓ Completed ELITE Bid Form
- ✓ Completed ELITE Scope of Work Form



## EXHIBIT F – SUBMITTAL LOG

The Submittal log outlining the required due dates will be provided upon award. All submittals are to be properly labeled. The Trade Contractor's first payment application will not be processed until all submittals are received; additional financial penalties may be incurred if submittals are not received by the required due dates (i.e., expedited shipping, overtime, etc.)

Submittal Items may include the following items.

- Product Data
- Shop Drawings
- Samples
- Test Reports
- Installer Certificates

Final payments will be held until all closeout documents are received and approved. Closeout documents required are dependent upon the project specifications and scope of work. Closeout documents may include the following items.

- Warranties
- As-Built Drawings
- Operation & Maintenance Manuals
- Owner Training
- Final Approved Inspections
- Completed Punchlist Items Approved



## EXHIBIT F – POST BID REQUIREMENTS

Per the bid information the below are the post bid requirements:

Upon review of the bids received by the Owner and Elite Companies, Elite Companies will contact the appropriate contractor(s) to schedule a post bid interview.

Elite Companies will email confirmation of your post bid date and time via the contact provided in your bid form. It is requested that your designated Project Manager / Foreman also attend the post bid interview.

Please have the following items available for your post bid interview:

- ✓ Bid Breakdown
- ✓ Bidder questions and recommendations
- ✓ Contact Information
- ✓ Labor Rates

Upon Contract award you will be requested to submit the following items to Lisa Ruthruff

- ✓ Schedule of Values
- ✓ Insurance Certificate
- ✓ PLM Bond (if required)
- ✓ Site Specific Safety Plan
- ✓ SDS/MSDS
- ✓ W-9

## EXHIBIT H - SAMPLE INSURANCE CERTIFICATE



### Insurance Coverage

Prior to beginning work and for the duration of the contract, the selected contractor will be required to provide a copy of insurance certificates for the following insurance types and amounts:

1. Contractual liability, advertising and personal injury, products and completed operations, and an installation floater, showing limits of \$2,000,000 per occurrence, and a general aggregate limit of \$4,000,000.
2. Comprehensive Automobile Liability, which includes coverage for any auto, hired autos, and non-owned autos with a combined single limit of \$2,000,000.
3. Bodily and personal injury of \$1,000,000 per accident and \$500,000 per person.
4. Property damage of \$1,000,000.
5. Combined single limit of \$2,000,000.

Such insurance shall be secured from an insurance company authorized by law to transact the business of insurance in the State of Michigan.

All applicable insurances shall name as additional insureds the School District and its elected and appointed officials, employees, and volunteers.

The policy shall include a minimum of thirty (30) days' notification to certificate holders of cancellation, nonrenewal, reduction or change in the policy.

It shall be the contractor's responsibility to provide similar insurance for each subcontractor or to provide evidence that each subcontractor carries such insurance in like amount prior to the time such subcontractor proceeds to perform under the contract.

### Indemnification

If the acts or omissions of the contractor or its employees, agents or officers, cause injury to person or property, the contractor shall defend, indemnify and save harmless the District, its agents, officials, and employees against all claims, judgments, losses, damages, demands, and payments of any kind to persons or property to the extent occasioned from any claim or demand arising there from, to the extent allowed by law.



# Sample Insurance Certificate

<b>ACORD</b>		<b>CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY)
<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p> <p><b>IMPORTANT:</b> If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</p>				
<b>PRODUCER</b> _____ _____ _____		<b>CONTACT</b> NAME: _____ PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL: _____ ADDRESS: _____		
<b>INSURED</b> Battle Creek Public Schools 3 Van Buren West Battle Creek, MI 49017		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: _____ INSURER B: _____ INSURER C: _____ INSURER D: _____ INSURER E: _____ INSURER F: _____		<b>NAIC #</b> _____
<b>COVERAGES</b>		<b>CERTIFICATE NUMBER:</b>		<b>REVISION NUMBER:</b>
<p>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</p>				
<b>INGR</b>	<b>TYPE OF INSURANCE</b>	<b>ADDL</b>	<b>POLICY NUMBER</b>	<b>LIMITS</b>
<b>A</b>	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PER/JECT <input type="checkbox"/> LOC OTHER: _____		Policy Number	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 HIRED NON OWNED \$ 1,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		Policy Number	COMBINED SINGLE LIMIT (EA ACCIDENT) \$ _____ BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____
<b>A</b>	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		Policy Number	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
<b>A</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in MI) <input type="checkbox"/> Y/N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below		Policy Number	PER STATUTE / OTH ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
<b>DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)</b> The following are listed as additional insured as respects to general liability including ongoing and completed operations on CG2010 and CG2037 10/01 (or equivalent), automobile liability and umbrella liability on a primary and on-contributory basis where required by written contract: The ELITE COMPANIES, LLC and their parent, subsidiary, and affiliated companies, their agents, employees, officers, directors, shareholders. Waiver of Subrogation in favor of additional insured as respects to general liability, automobile liability, umbrella liability and workers compensation where required by written contract 30 day notice of cancellation applies except to non-payment of premium which is 30 days where required by written contract.				
<b>CERTIFICATE HOLDER</b>		<b>CANCELLATION</b>		
ELITE COMPANIES 211 E. Water Street, Suite 201 Kalamazoo, MI 49007		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE		

ACORD 25 (2016/03)

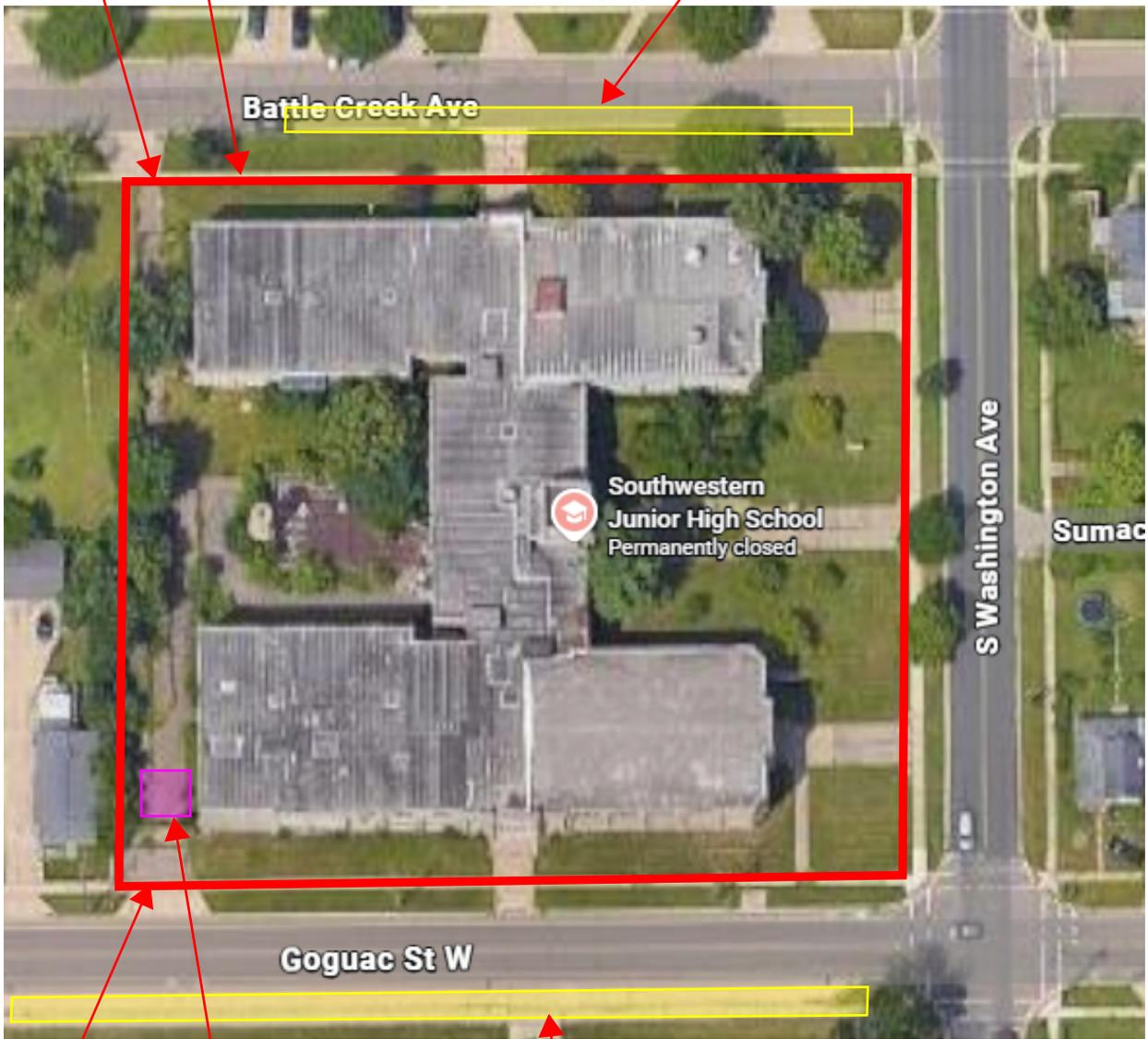
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**EXHIBIT I – SITE LOGISTICS PLAN**

**SOUTHWESTERN JUNIOR HIGH SCHOOL**  
390 S WASHINGTON AVE,  
BATTLE CREEK, MI 49037

PROPOSED TEMP FENCING  
PROPOSED GATE  
PROPOSED CONTRACTOR PARKING



PROPOSED GATE  
PORTA-JOHN LOCATION  
PROPOSED CONTRACTOR PARKING



## EXHIBIT J - PROJECT SCHEDULE

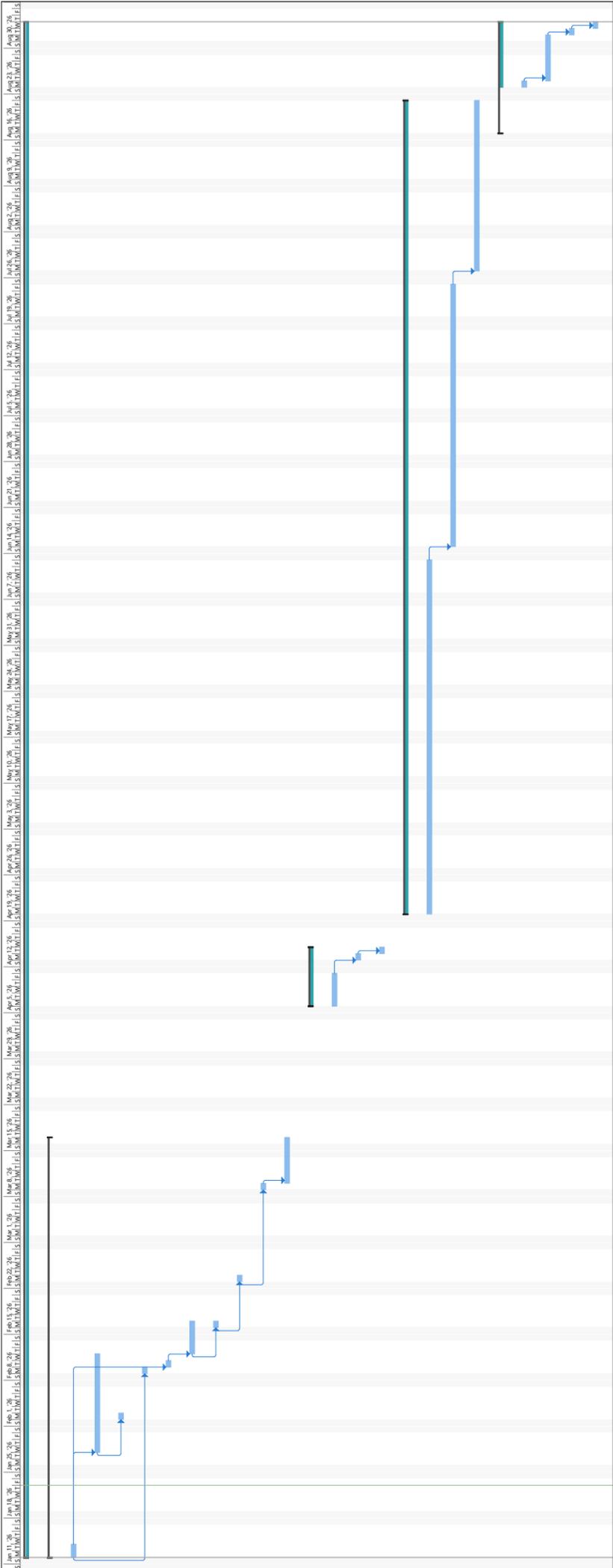
The project schedule for this project is to start in April 2026 and be complete by August 2026.

\*More detailed schedules will be discussed and planned with awarded teams.

Allowing for procurement of lead time items. Work will start in the field when all materials are in hand and ready to be installed to keep work in the field at the entry to a minimal time frame. Time is of the essence on this Project and each Trade Contractor is responsible for completion of its Work in coordination with the Work of all other Subcontractors within the required sequence and time frame so that the established schedule is met.

- The proposed schedule includes “estimated” start dates for the construction activities. In the interest of the overall project, ELITE COMPANIES reserves the right to alter the sequencing of activities in order to accommodate project conditions and/or Owner requirements. This bid package is responsible to meet any updated progress schedules. Bidders shall anticipate typical weather conditions in their Bid Proposal.
  
- If overtime hours, weekend work, and/or shift work will be required to achieve this and all updated schedules, all costs are included in the base Trade Contract.
  
- There is no guarantee of continuous work. The Trade Contractor shall work in all areas of the project as they become available and as directed by ELITE COMPANIES. Trade Contractor shall include supervision and manpower necessary to run separate and independent crews, as necessary.
  
- All construction activities are to be coordinated and performed in a manner to accommodate the dates set forth by the Owner and at no additional cost.

ID	Task	Task Name	Duration	Start	Finish	Predecessors	Resource Names
1	1	Battle Creek Southwestern Demolition	168 days	Mon 1/12/26	Mon 3/16/26		
2	2	Bidding Phase	46 days	Mon 1/12/26	Wed 3/1/26		
3	3	Final Documents to ELITE from Architect	2 days	Mon 1/12/26	Tue 1/13/26		
4	4	Bids on the street	11 days	Wed 1/28/26	Wed 2/11/26	395+10 days	
5	5	Pre-Bid Meeting	1 day	Mon 2/2/26	Mon 2/2/26	455+3 days	
6	6	BRFI Cut-off	1 day	Mon 2/9/26	Mon 2/9/26	355+20 days	
7	7	Bid Opening	1 day	Tue 2/10/26	Tue 2/10/26	395+19 days	
8	8	Post Bid Interviews	3 days	Thu 2/12/26	Mon 2/16/26	795+1 day	
9	9	Letter of Recommendation	1 day	Mon 2/16/26	Mon 2/16/26	855+2 days	
10	10	Presentation to School Board	1 day	Mon 2/23/26	Mon 2/23/26	955+5 days	
11	11	School Board Approval	1 day	Mon 3/9/26	Mon 3/9/26	1055+10 days	
12	12	Contracts to Trades	5 days	Tue 3/10/26	Mon 3/16/26	11	
13	13	Site Mobilization	7 days	Mon 4/6/26	Tue 4/14/26		
14	14	Temp Fencing	5 days	Mon 4/6/26	Fri 4/10/26		
15	15	Site Signage	1 day	Mon 4/13/26	Mon 4/13/26	14	
16	16	Porta Johns	1 day	Tue 4/14/26	Tue 4/14/26	15	
17	17	Project Start	90 days	Mon 4/20/26	Fri 8/21/26		
18	18	Hazardous Material Removal	40 days	Mon 4/20/26	Fri 6/12/26		
19	19	Demolition of Building and Site	30 days	Mon 6/15/26	Fri 7/24/26	18	
20	20	Site Restoration	20 days	Mon 7/27/26	Fri 8/21/26	19	
21	21	Punch List and Turnover	13 days	Mon 8/17/26	Wed 9/2/26		
22	22	Internal and Customer Punch List	1 day	Mon 8/24/26	Mon 8/24/26		
23	23	Complete Punch List	5 days	Tue 8/25/26	Mon 8/31/26	22	
24	24	Removal of temp fencing	1 day	Tue 9/1/26	Tue 9/1/26	23	
25	25	Owner Turnover	1 day	Wed 9/2/26	Wed 9/2/26	24	



## SCOPES OF WORK

*The bid packages / categories defined as follows include all work as shown in the Contract Documents. The Project Manual for this project is applicable to all Trade Contracts. It is the bidder's responsibility to review all Scopes of Work to determine responsibility and items to be included in the Cost of Work.*

### **Project Safety & General Scope Requirements**

*The following responsibilities and obligations shall be part of this Trade Contract shall be fully complied with by the Trade Contractor.*

## **SAFETY**

Trade Contractor is responsible for following all Owner, ELITE COMPANIES COMPANIES and OSHA safety requirements and ELITE COMPANIES COMPANIES has identified safety documentation required for this project to be submitted by trade contractor.

Supply all hoisting, scaffolding, cranes, lifts, bakers scaffolding, etc. to properly install all work described within this Bid Package. Provide ELITE COMPANIES COMPANIES with name, contact information and certification of competent person on site responsible for scaffolding. ELITE COMPANIES COMPANIES will keep a copy of this information at the onsite construction trailer.

All lifts must be propane or electric and "bibbed" as directed by the ELITE COMPANIES COMPANIES. All equipment going on concrete slab must be equipped with non-skid, non-marring tires for use at the interior of the

This project will incorporate a 100% Fall Protection Policy for all as required. Supply proper fall protection including harness, lanyards, personal fall arrest systems, anchorage, guardrails, etc. for all employees as outlined in the OSHA 1926 Construction Manual. Provide ELITE COMPANIES COMPANIES with written fall protection program prior to starting any work requiring fall protection.

Upon receipt of ELITE COMPANIES COMPANIES's Safety Assessment Notice, Contractor must recognize in writing that all applicable items have been abated and return to the Project Manager within 24 hours. ELITE COMPANIES COMPANIES will withhold your next consecutive payment if a response is not received within 24 hours verifying all items have been abated.

MSDS sheets for all materials must be submitted to ELITE COMPANIES COMPANIES prior to start of work. This must be submitted as both a hard and an electronic copy to the ELITE COMPANIES COMPANIES Site Project Manager. All containers on site must have proper labeling.

Your company must submit an electronic copy of your safety policy/manual with an attached Site-Specific requirements and procedures prior to starting work.

Further proof of training is required for all lift and equipment training required by OSHA Standards. This training documentation can be attached to your site-specific safety manual.

Jobsite safety inspections are to be performed by a qualified safety representative for each Trade Contractor working on site. A written report shall be submitted accordingly. Any hazards recognized shall be reported immediately to the ELITE COMPANIES COMPANIES Site Project Manager. Note that these inspections should focus on the entire job and not just specific work areas in which a particular company will be working.

All worksites, projects, and facilities will be covered under 100% PPE (Personal Protective Equipment) policies and proper work attire must be worn at all times (i.e., no shorts, cut-offs, etc.). At all times within the confines of the project property, construction personnel are required to have hard toe footwear, hard hats, eyewear/ safety glasses, and high visibility and/or reflective shirt or vest. The preceding does limit the use of other work-related PPE and does not release each contract personnel from additional forms of PPE as required by MIOSHA.

If at any time safe operating protocols or procedures are not being followed, ELITE COMPANIES COMPANIES reserves the right to dismiss individuals from the project site and/or terminate the contract. (Please also reference disciplinary policy from ELITE COMPANIES COMPANIES Safety manual.)

All workers must eat/ drink in designated areas established by ELITE COMPANIES COMPANIES and are to be kept clean. No glass containers will be allowed on site.

Radios, mp3 players or headsets are permitted on site, but must be used responsibly and will be removed for all contractors if penalties and subsequent issues are seen and noted by ELITE COMPANIES COMPANIES.

Portions of the Owner's buildings contain various types of asbestos containing building material (ACBM). The building has been previously inspected and the location of any known or assumed ACBM is identified within the Asbestos Management Plan located in the building's administration office and can be viewed upon request.

It is the responsibility of each contracted company to perform their work in a safe and effective manner. It is the contractor's responsibility to provide, maintain, and operate in a safe manner at all times of the project. If at any time safe operating protocols or procedures are not being followed, ELITE COMPANIES COMPANIES will provide safety guidance and bill the contractor at an expense of \$100.00 per hour.

## HOUSEKEEPING & SITE ACCESS

Daily and final cleanup. Good housekeeping is essential to the safe and efficient construction of the job and is the responsibility of each foreman and his crew. Work areas, stairways, walkways, storage rooms, and other areas shall be kept clean of obstructions, paper, scrap, pipe, lumber, welding rods, rags, and other debris at all times. Cleanup and transportation to the dumpster of all trash, debris, and spoils generated by this Bid Package, must be performed as necessary throughout the day. If ELITE COMPANIES COMPANIES is required to clean up debris all associated costs will be passed on to the Bid Package at a rate of \$150 an hour

Temporary protection measures are to be in place to protect your work from damage by others until the date of substantial completion or directed by ELITE COMPANIES COMPANIES, as well as protecting existing construction from potential damage by your work. This includes any temporary weather and/or dust protection. Any damage caused by this contractor will be repaired or replaced at your expense. Should this Trade Contractor not repair or replace the damaged item(s) within seven (7) working days, the corrective work will be performed by another party and the incurred costs will be deducted from this contract

Protection of stored material required to complete your work is the responsibility of your Bid Package. ELITE COMPANIES COMPANIES and owner are not responsible for lost, stolen or damaged materials not installed or turned over to ELITE COMPANIES COMPANIES or owner.

Construction personnel shall use designated entrance and egress areas to the project as directed by ELITE COMPANIES COMPANIES.

All extension cords must be picked up and stored properly daily.

Normal working hours for this project shall be as established by ELITE COMPANIES COMPANIES; working other hours will require authorization by ELITE COMPANIES COMPANIES

Arrangements must be made in advance with ELITE COMPANIES COMPANIES 's Site Project Manager for access to work within existing facilities or occupied areas

Access to existing facilities must be maintained at all times. Provide necessary temporary measures and/or phase work to ensure access requirements are maintained. Coordinate and phase site work to maintain traffic into and around the site and to provide for maximum parking capacity during construction per Owner requirements

Use of site for staging, storage trailers, parking, lunch, etc. shall be as instructed and approved by ELITE COMPANIES COMPANIES. All Trade Contractors must closely coordinate deliveries as required

## DOCUMENTATION REQUIREMENTS

A 3-week look ahead schedule shall be prepared by all foreman prior to the specified foremen's meeting and submitted to ELITE COMPANIES COMPANIES. These individual three week look-ahead schedules will be incorporated into the master 3-week schedule reviewed with the owner at progress meetings.

Each Trade Contractor shall submit weekly work reports indicating number of workers by classification, work completed, and hours worked

Weekly toolbox talks are required to be submitted to ELITE COMPANIES COMPANIES by each Trade Contractor

Within one week of receipt of approved submittals, provide in writing to ELITE COMPANIES COMPANIES from the manufacturer confirmed material delivery dates

Copies of all permit applications and permits must be submitted to ELITE COMPANIES COMPANIES prior to the start of work. The Trade Contractor is required to notify ELITE COMPANIES of all scheduled inspections 24 hours prior to the inspector visiting the site. An ELITE COMPANIES representative is to be present during all inspections unless mutually agreed otherwise

Insurance per ELITE COMPANIES subcontract and Owner contract requirements is REQUIRED at time of contracts

## MEETING REQUIREMENTS

Attendance of progress meetings by the project manager and supervisor/ foreman is required on a by-weekly basis. Trade Contractor may be subject to a \$500 fine for each unexcused absence (per person). Absences will not be excused unless notification is submitted to ELITE COMPANIES COMPANIES COMPANIES's Site Project Manager in writing; ELITE COMPANIES COMPANIES COMPANIES's Site Project Manager will notify each contractor in writing in advance of the meeting date if attendance is not required. Clear communication here will result in efficient management and contractor work. This will eliminate any need for fines.

Attendance at the weekly foreman's meeting is required. This will normally be conducted the day before the weekly progress meeting. These meetings will focus heavily on safety and identifying upcoming challenges and potential hazards. Development of tasks and workflow over the next 3 weeks will also be discussed.

## ADDITIONAL SCOPE ITEMS

Provide all layout necessary to accomplish the work of your Bid Package

Sealants, caulking, and fire stopping integral with work.

Permit fees, licenses, testing, and inspection required for work other than the building permit

Field measurements and verification of existing conditions. Commencement of work shall constitute acceptance of the field conditions. If corrective measures are required because the work does not meet the intent of the Contract Documents, costs associated with the corrective measures are the Trade Contractor's responsibility

All trades are responsible to provide their own printed construction document set for on-site use

Prepare and maintain a material status report for all material to be used on the project. ELITE COMPANIES COMPANIES reserves the right to check directly with suppliers on all items that are critical to the project schedule

Reproduction cost for Contract Documents and shop drawings

Insurance per Owner contract; Professional liability insurance for any design/engineering work.

Surface preparation and inspection for proper installation of this work. Include cleanup, etching, flash patching, moisture testing, washing, dusting, etc. as required per specifications and manufacturers' instructions. Notify ELITE COMPANIES COMPANIES immediately if test results do not meet requirements set forth in the Contract Documents

Commencement of work shall constitute acceptance of the substrate as suitable for this work

Special provisions to minimize disruption to existing facilities operations (if applicable). Any work that will disrupt facilities operations generally must be performed during off hours; this includes:

- All utility outages
- Operations disrupting access/egress at entrances
- Operations creating a safety hazard to the public
- Roof openings/penetrations

Existing building systems are to remain fully operational throughout the duration of construction unless approval is received in writing from the Owner. Such systems include, but are not limited to fire alarm, telephone, and security. Temporary measures to maintain these systems during construction are the responsibility of this bid package

Tickets for extra work will not be considered and will result in a no cost change unless signed by an authorized ELITE COMPANIES COMPANIES representative on a daily basis and backed up by a written summary of all associated costs within five (5) days of the performance of such work.

Where furnishing and installation of work is indicated by separate parties include:

- a. Furnishing Party - delivery to job site including freight and taxes. Delivery may be required in phases. All costs associated with phased deliveries are to be included in the base bid.
- b. Installing Party - receiving, unloading, inventory, storage, handling and installation.

All trade contractor personnel will be subject to a background check that the Owner will perform through the ICHAT (Internet Criminal History Access Tool) program and will subsequently receive badging that is required when on site. No personnel, including off-site personnel and management, will be allowed to work on site until this has been completed. All costs for the background checks will be covered by Battle Creek Public Schools

Please review the Site Logistics Plan along with the Phasing & Temporary Wall/Egress Plan for requirements during construction. Please be aware that this facility will be occupied during the school year and provisions need to be made to so that students are not disrupted

All temporary egress routes must remain accessible for the duration of the project. All work that requires these routes to be inaccessible must be performed off-hours or on weekends and all associated costs are to be included in your bid.

On-site material laydown and storage will be available during construction operations that take place during the regular school year. Trade contractors are to coordinate with ELITE COMPANIES for deliveries and laydown, and excessive storage will need to be closely coordinated on-site.

Please review the bid package scopes for other unique schedule and temporary construction requirements.

All contractors are required to provide their own Lead and Asbestos Awareness Training. Battle Creek Public Schools will not be providing this training for the contractors

Provide for phasing and remobilizations per the project schedule and as required to properly coordinate and complete the work. Any overtime required to complete the Scope of Work is to be performed at no additional cost.

Review all other Bid Package Scopes for purchase, installation, and coordination issues.

Temporary lighting and power as required will be provided by Bid Packages 26.1 until the permanent lighting and power is installed. Any additional lighting that is required to perform individual bid package work will be the responsibility of the individual Bid Package.

## UNIQUE PROJECT REQUIREMENTS

This project incorporates masonry fall zone requirements including controlled access and specific training. All Trade Contractors must be trained appropriately when working in masonry-controlled access zones. Proof of training shall be documented and provided to the Project Manager

Benching, trench boxes, temporary sheeting, shoring and bracing as required to perform this work

Any entry into a confined space will be required to abide by the standards and regulations for permit required entry set forth by OSHA. Each contractor is responsible for their own air monitors and all necessary equipment.

Hot Work permits are required for this project when performing any work using open flame or spark

JSAs (Job Safety Analysis) are required to be submitted by each trade prior to starting work on site. SPA's (Safe Plan of Action) are required to be submitted by each trade when working around or adjacent to known hazards

All workers must eat/ drink in designated areas established by ELITE COMPANIES Companies and are to be kept clean. No glass containers will be allowed on site

This project will involve a significant amount of concrete and masonry cutting. The potential for silicosis and inhalation of silica will be present and all Trade Contractors shall be aware of these hazards. Proper dust control and prevention of inhalation must be put in place. A Written Exposure Control Plan shall be submitted to ELITE COMPANIES's Project Manager which indicates how workers intend to protect themselves and others from inhalation hazards from saw cutting and demo operations per the OSHA Standard.

All contractors working in a tunnel are required to submit to ELITE COMPANIES their Confined Space Program for review prior to entry. In the event it is not a permit required confined space, ELITE COMPANIES will still require each contractor to perform air monitoring to ensure there are adequate levels of oxygen, no toxic fumes, etc. Each contractor is responsible for their own air monitors and all necessary equipment. Daily logs will be required to be submitted to ELITE COMPANIES

Core drilling, cutting, and patching as required to perform work. Include restoration of surfaces to original condition if required. Cutting to be performed as to minimize patching

Attic Stock items in accordance with specifications, labeled with the project name, location, year installed, and submittal item number, delivered no later than 3 days upon completion of installation, including providing the labor to place attic stock items in a storage area/ location designated by the Owner. All attic stock is to be provided with an accompanying transmittal and will not be accepted without. Attic stock sent directly to the Owner without being coordinated through ELITE COMPANIES will be rejected

Temporary staging, storage, office facilities including utilities for same.

Excavation, backfill and normal mucking/dewatering for own work

Premium costs for shutdowns or any other off hour work. All shutdowns must be scheduled with ELITE COMPANIES at least one (1) week in advance

Provide for phasing and remobilizations per the project schedule and as required to properly coordinate and complete the work. Any overtime required to complete the Scope of Work is to be performed at no additional cost

Field measurements and verification of existing conditions. Commencement of work shall constitute acceptance of the field conditions. If corrective measures are required because the work does not meet the intent of the Contract Documents, costs associated with the corrective measures are the Trade Contractor's responsibility

Commencement of work shall constitute acceptance of the substrate as suitable for this work

Control wiring required for equipment provided as part of this work and not specified elsewhere in the Contract Documents

Provide concrete required for this work which is not detailed on the Architectural or structural drawings (e.g., equipment pads, thrust blocks, inertia pads, duct banks, etc.).

Provide sleeves, inserts, and anchors for this work

Provide additional reinforcement/supports for this work which is not detailed on the Architectural and structural drawings

The labor rate worksheet must be filled out in its entirety and submitted with bid form. Changes in work will not be processed until this form is completed correctly.



## PROJECT BID PACKAGE SCOPE REQUIREMENTS

Project: BCPS Southwestern Demolition

### Bid Package: 02.5 Demolition

#### **PART I – TECHNICAL SPECIFICATIONS**

*The following technical specifications developed by Project Architect / Engineer specifically, totally or in part, apply to this bid package*

Division 01 General Requirements  
Division 02 Existing Conditions  
Division 31 Earthwork  
Division 32 Exterior Improvements

*Include all related drawing notes and specifications indicated within the contract documents.*

#### **PART II – WORK INCLUDED**

***The Scope of Work generally includes, but shall not be limited to the following :***

ELITE COMPANIES General Scope & Safety Requirements unless noted otherwise below.

Complete mass demolition and off-site disposal of all items of work as shown and/or specified except as noted below. Includes all architectural, structural, mechanical, and electrical demolition. Removals to include, but not limited to, concrete walls, saw-cutting of concrete and masonry walls/foundations, steel framing, existing equipment, cabinets, ceilings, flooring, piping, conduit, etc. Includes all labor, material, accessories, and equipment to complete this work. All building drains and utility leads shall be located and properly plugged. Utility lead work shall be coordinated with the appropriate utility company.

Backfill excavated areas with clean granular fill compacted to 95% of the material unit weight by modified proctor

Provide all protection of existing items indicated to remain, during the work of this Bid Package. Protection of items to include, but not be limited to, trees, shrubs, existing building to remain, concrete and asphalt adjacent to demolished surfaces, utilities, retaining walls, fencing, poles, signage, etc.

Procure SESC permit each year. Include all maintenance and upkeep for each phase of site work.

Coordinate and develop soil erosion plan with the Construction Manager for submission to appropriate jurisdiction. Furnish and install soil erosion control measures as shown and/or specified. Maintain soil erosion control measures during the course of this project. Remove erosion control and clean all catch basins and/or pipe as required at completion of project. All inspection logs to be copied directly to the Construction Manager and copies shall be kept within a soil erosion control manual, located within the Construction Manager's trailer.

Provide all dewatering (ground and rain water) as necessary until final grade and complete and operational storm system is available. All ground water will be diverted so as not to interfere with construction or public traffic flow and the operations of the existing facility. All drainage inlets shall be protected as specified. Maintenance of dewatering system to be considered a 24 hour/7 day week assignment.

This subcontractor shall participate in all coordination meetings (internal and meetings with local agencies and those having jurisdiction) concerning the relocation of existing utilities so as not to impact the existing facility operations. Include temporary utilities and provisions as necessary to allow relocation of existing utilities without interruption of service to existing facilities. This contractor to provide for temporary support and protections for any existing utility or other piping encountered during performance of this work. Include verification of existing utility locations prior to excavations, and monitoring during excavation and backfill.

Clean roads and staging areas of any tracking dirt or debris generated during site clearing, excavation, earth retention, foundations/slab-on-grade and caisson activities as necessary or as directed by the Construction Manager. Dust control and street cleaning on a regular basis as job conditions require.

Once all building and underground utilities associated with the structure are removed, infill building footprint with materials called out on the construction documents and match grades shown on the construction documents

Furnish and install all topsoil within landscaped areas to meet final grades as shown in contract documents. Process all topsoil to be reused on site including removing all objects (stones, sticks, vegetation, and debris) per project specifications or at a minimum down to one inch in size. This Bid Package is responsible to haul off and legally dispose of all excess material, rock, trash, etc. from all operations.

Provide cleaning of all sewers, channels, and culverts to maintain proper flow during construction. Provide final cleaning of all systems as required prior to Owner's acceptance.

Provide and coordinate flag persons, barricades, and/or other means of traffic control as necessary to ensure the maintenance of a continuous traffic flow during construction performed by this Bid Package.

Furnish and install all hoisting, scaffolding, temporary platforms, chutes, etc., as required for the performance of this work.

Remove and relocate all items if designated to be returned to owner to a location on site as determined by the owner and/or general contractor.

Provide, maintain, and remove temporary partitions, dust control, and negative exhaust for work adjacent to occupied buildings. Take precautions and provide measures to protect the public and fellow workers during the performance of this work. Protect existing structures, utilities / drains, equipment, flooring, and other finishes from damage during the performance of this contract.

**The Demolition Contractor shall be responsible for all asbestos abatement activities required in advance of and in coordination with the complete demolition of the existing building. All work shall be performed in strict accordance with all applicable federal, state, and local regulations, including but not limited to MIOSHA, Michigan Department of Environment, Great Lakes, and Energy (EGLE), and EPA requirements. Include all costs associated with asbestos abatement, removal, handling, transportation, disposal, labor, equipment, supervision, permits, fees, notifications, testing, and documentation. Refer to all documents prepared by Analytical Testing & Consulting Services, Inc.**

Asbestos abatement shall be completed prior to any structural demolition activities unless otherwise permitted by applicable regulations.

The Contractor shall coordinate all abatement work with the overall demolition schedule.

All asbestos-related work shall be performed by a State of Michigan–licensed asbestos abatement contractor using properly trained and certified personnel. Provide copies of all required licenses, certifications, and insurance prior to commencement of work.

The Contractor shall be solely responsible for filing all required asbestos **notifications with the State of Michigan (EGLE/MIOSHA)**, obtaining all permits and approvals required for asbestos abatement and demolition and paying all associated fees. Required notification timelines shall be strictly adhered to, and copies of all filed notifications shall be provided to the Owner/Architect/Construction Manager prior to work.

The Contractor shall provide all required containment, engineering controls, negative air systems, and site protections necessary to prevent the release of asbestos fibers, protect adjacent properties, utilities, sidewalks, and public areas from contamination and maintain secure work zones and signage in accordance with regulatory requirements.

Remove all identified asbestos-containing materials (ACM) in accordance with approved abatement methods and regulatory standards. Properly wet, handle, package, label, and secure all ACM during removal and transport and prevent cross-contamination of non-abatement areas and materials.

**The owner shall be responsible for all required air monitoring, clearance testing, and visual inspections as mandated by applicable regulations. Provide documentation of clearance prior to commencement of structural demolition.**

All asbestos-containing materials shall be transported and disposed of at a licensed and approved disposal facility. Contractor shall comply with all manifesting, tracking, and record-keeping requirements and provide copies of disposal manifests and final disposal documentation to the Owner/Architect/Construction Manager upon completion.

Upon completion of asbestos abatement, the Contractor shall submit: Copies of all state notifications, air monitoring and clearance reports, disposal manifests, and final abatement completion documentation

Structural demolition shall not begin until asbestos abatement is complete, clearance has been achieved, and written approval to proceed has been provided.

## **PART III – UNIQUE WORK ITEMS**

**The construction manager will provide services of a surveyor, for all layout necessary for the performance of this contract. No changes in grade or line are allowed without the approval of the Construction Manager or Architect/Engineer. A minimum of 3 control points to be provided**

**The construction manager is establishing and maintaining horizontal and vertical control points, benchmarks, construction staking and field layout. Two benchmarks are to be used for verification of all construction elevations and set any additional benchmarks as needed**

All existing elevations are to be verified and accepted as shown prior to commencement of work.

This bid package is responsible for all permits and associated fees for this scope of work as required.

Locations of existing underground utilities shown on drawings are based on field observations and site design drawings, no record or “as-built” drawings are available. Underground utility locations should be considered approximate. This bid package is required to locate and protect these existing utilities.

This bid package is responsible to remove all utilities as described on sheet C1.1 to the right-of-way including water service, gas service and electrical service. Cut and cap or terminate as required by the City of Battle Creek and Consumers Energy. Existing utilities have been disconnect from the structure prior to demolition

Include required permits and removal of all dead and capped underground utilities, foundations, etc. as part fo the building demo. Cost of all removals by this bid package.

Responsible for contacting Miss Dig 3 working days in advance prior to any excavation work to be done. Responsibility of this bid package to obtain all necessary permits required for construction.

Procure SESC permit each year. Include all maintenance and upkeep for each phase of site work.

Furnish, install and maintain Soil Erosion control measures including but not limited to dust control, temporary seeding, silt fence, stabilized construction access, inlet protection, polymers, etc.

This bid package to provide temporary erosion control on sloped surface until final seeding can be installed.

Should any time capsules are found during demolition of the building, notify the construction manager for turnover to the owner. Refer to sheet A0.1 for potential location

Remove and salvage existing generator, turn over to owner. Refer to sheet A0.1

Review all the removals and protection with the owner prior to commencing construction. Install temporary snow fence around all trees requiring protection. Snow fence shall be placed at edge of drip line

Sawcut all curb, sidewalk, and pavements prior to removal. Additional sawcut may be necessary prior to replacement to ensure clean edge

Remove all trees to the clearing limits as shown. Remove all existing trees, stumps, and brush from the site as necessary to construct the improvements

All removals shall be to the limits indicated above unless otherwise directed by the engineer. Unauthorized removals and subsequent replacement shall be at the contractor expense

Contractor shall take precautions to avoid tracking soil onto adjacent roadways. Contractor shall sweep immediately if occurs.

All removals shall be taken off-site and disposed of properly. No stockpile or burning of debris is allowed

Control shall be maintained over the site and operation to eliminate hazards to the public. Nails or other tire puncturing items shall not be dropped on the streets, alleys and adjacent property. Public streets, curbs and sidewalks shall be protected from damage. The contractor engaged in the demolition work shall be liable for any and all damage to curbs, sidewalks and other public or private property and for any bodily injury occurring as a result of the demolition work.

This contractor shall daily inspect and provide equipment and labor to maintain the site in a smooth and well drained condition in order to prevent standing rainwater. This includes grading ruts from trucks, grade damage from other contractors, and new work as it is placed. Grade away from existing structures and building to ensure proper drainage. Failure to keep site well drained will require remediation at this bid packages expense.

This contractor to provide their own dumpsters or others means of disposal. The general construction dumpsters are NOT available for use.

Provide new topsoil and seed as noted on the construction documents to restore removed tennis courts and adjacent disturbed areas

Maintain and establish lawn by watering, fertilizing, weeding, mowing, trimming. Roll, regrade and replant bare or eroded areas and mulch to produce uniformly smooth lawn. Provide lawn maintenance a minimum of 60 days after substantial completion. Protect adjacent and adjoining structures, utilities, sidewalks, pavement and plantings from hydroseeding over-spray. Remove all stones larger than 1" in any dimension, sticks, roots, rubbish and other extraneous matter from the site.

Maintain lawn until a healthy, uniform, close stand of grass has been established free of weeds and surface irregularities, with coverage exceeding 90% over any 10-sf and bare spots do not exceed 5" by 5"

This bid package to provide all temporary fencing and site entrance gate(s) as needed to be installed for the perimeter of the property for the duration of the construction.

## **PART IV – LEED REQUIREMENTS**

N/A

## PART V – WORK EXCLUDED

The following work is specifically excluded from this Bid Package

Air monitoring, clearance testing, and visual inspections (Provided by district)

## PART VI – UNIT COSTS TO BE PROVIDED WITH BID

Labor rate for each category of worker on site per hour (per enclosed Labor Rates Sheet).

*Provide equipment rates.*

*Provide the following unit costs (furnished and installed):*

	SF
	SF
	SF
	LF
	CY

## PART VII – ALTERNATES

Architectural Alternates	Add	Deduct	Amount
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Alternate 1: Replace existing fence with new 6' galvanized chain-link fence			

Voluntary Alternates	Add	Deduct	Amount
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## PART VIII – BID BREAKDOWN

*Provide the following bid breakdown (note that the sum of the bid breakdown is to equal the base bid)*

Asbestos Removal and all work associated with removal	\$ _____
Building Demolition	\$ _____
Site Restoration	\$ _____
Performance and Payment Bond (If bid is in excess of \$50,000)	\$ _____

Total Bid \$

*End Bid Package: 2.5 Demolition*