

MERIDIAN TECHNOLOGY CENTER

2020 STEM  
FURNITURE  
PROJECT

BID SPECIFICATIONS AND PROJECT MANUAL



# 2020 STEM FURNITURE PROJECT

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### MERIDIAN TECHNOLOGY CENTER, STILLWATER, OKLAHOMA

February 4, 2020

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Section 00020  
**ADVERTISEMENT FOR BIDS**

Notice is hereby given that the Meridian Technology Center will receive sealed bids on the **2020 STEM Furniture Project** on its Stillwater campus.

A complete set of bidding documents and specifications may be obtained at no charge from Jeremy Zweiacker at Meridian Technology Center, 1312 South Sangre Road, Stillwater, Oklahoma 74074 or at [www.meridiantech.edu/bids](http://www.meridiantech.edu/bids)

**A Mandatory Stillwater Pre-Bid Conference** will be held in room *A126 – The Strategy Room*, Meridian Technology Center, Stillwater, Oklahoma at 2:00PM local time Thursday, February 20, 2020. **This is the only time questions will be answered.**

Bids clearly marked on the outside of the envelope with name of Bidder and project “**2020 STEM FURNITURE PROJECT**” shall be submitted via postal mail to the Superintendent’s Office, Meridian Technology Center, 1312 South Sangre Road, Stillwater, OK 74074, or delivered in person on or before 2:00PM local time, Friday, February 28, 2020. Bids received after this time or more than ninety-six (96) hours excluding Saturdays, Sundays, and holidays before the time set will not be accepted.

Bids will be publicly opened and read aloud in room *A126-The Strategy Room* immediately following the previously stated closing time.

The Board of Education or its representative will evaluate all bids and reserves the right to reject any or all bids and the right to waive any of the listed specifications.

Dated this 4<sup>th</sup> day of February 2020.  
Board of Education  
Meridian Technology Center, Stillwater, Oklahoma

END OF SECTION

Section 00100  
**INSTRUCTION TO BIDDERS**

**PROPOSAL**

- A. The Bidder shall execute on the form furnished by the Owner. Fill in all blank spaces and submit one copy to Owner prior to bid time and date as specified in advertisement for bids. In case of a difference between written words and figures, the amount stated in written words shall govern.
- B. Proposals which carry riders, alterations of construction time or qualifications modifying amount of bid, will be rejected.
- C. Submit Proposal in accordance with the Advertisement for Bids. Submittal shall be in an opaque sealed envelope identified with the project name, and name of Bidder. If the bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope addressed as follows: the name and address of the Bidder shall appear in the upper left corner of the envelope, the lower left corner of the envelope shall be marked “**2020 STEM Furniture Project**”. The envelope shall be addressed to:

Meridian Technology Center  
Superintendent’s Office  
1312 South Sangre Road  
Stillwater, OK 74074

**CONDITIONS RELATING TO CONSTRUCTION**

Bidders are required to inform themselves fully of conditions relating to construction and labor under which the work will be performed.

**EXAMINATION OF DOCUMENTS AND CONSTRUCTION SITE**

Prior to submitting Proposal, Bidder shall carefully examine the Bidding and Contract Documents and shall examine the site of the Work to obtain first-hand knowledge of all utility locations, sizes, pressures, etc., and existing conditions under which he/she will be required to operate. Successful Bidder will not be given extra payments for conditions which can be determined by examining the Documents and site.

**INTERPRETATIONS OF DRAWINGS, SPECIFICATIONS AND CONTRACT DOCUMENTS**

- A. Bidders in doubt as to true meaning of any part of the Drawings, Specifications, or other Contract and Bidding Documents, may submit to:

Jeremy Zweacker  
Meridian Technology Center  
1312 S. Sangre Rd

Stillwater, OK 74074  
Phone: 405-377-3333  
Fax: 405-377-9604

Either a written or a telephone request for an interpretation. Telephone requests are requested to be made during the hours of 8:00AM-4:00PM. Person submitting such request will be responsible for its prompt delivery. Interpretations of documents will be made by addenda. Owner will not be responsible for other explanations or verbal interpretations.

- B. Errors, inconsistencies or omissions discovered in the Contract Documents which are reported to the Owner seven (7) days prior to bid date will be corrected by addendum issued by the Owner. Addendum will be made available at [www.meridiantech.edu/bids](http://www.meridiantech.edu/bids) If successful Bidder does not notify Owner of such conditions, it will be assumed all items of work and materials have been included in his bid.

#### **AFFIDAVITS**

- A. Affidavits: Complete and sign Non-collusion and Business Relationship Affidavit forms included with Proposal.

#### **CONTRACT**

Execute the Agreement (Contract) between Contractor and Owner on a form included in the Project Manual.

#### **PRIOR ACCEPTANCE OF SUBSTITUTIONS**

- A. Where Specification sections require prior acceptance of substitutions, make requests as follows:
1. Time of Requests: Request must be in Owner's office at least ten (10) days prior to bid date. Address requests to individual names above.
  2. Type of Requests: Written, containing documentation materials.
  3. Documentation: Submit manufacturer's literature, product data, drawings, samples, and all data necessary to demonstrate acceptability as an approved substitute for product or execution specified.
  4. Acknowledgment: Acceptances for bidding purposes will be acknowledged by Addenda. Late requests and requests not containing full documentation may be rejected.
  5. Additional Requirements: Comply with additional requirements for prior approvals as called for in certain Specification Sections.
- B. Where prior acceptance of substitutions is not required or where a proposed substitution is not given prior acceptance, Bidder shall base his bid on product specified and requirements of Section 01600.

END OF SECTION

Section 00200  
**PROPOSAL**  
(Bid Form)

Board of Education  
Meridian Technology Center  
1312 South Sangre Road  
Stillwater, Oklahoma 74074

\_\_\_\_\_, 2020  
\_\_\_\_\_  
(City & State)

Members of the Board of Education:

The undersigned, hereinafter referred to as the “Bidder,“ declares that before preparing this bid the Bidder visited the site, became familiar with all factors affecting the cost of the work, and carefully examined the drawings and the Project Specifications for the work of **2020 STEM FURNITURE PROJECT** for the Meridian Technology Center, Stillwater, Oklahoma, hereinafter referred to as the “Owner.”

Bidder hereby proposes to furnish all necessary labor, materials, tools, and equipment, together with all other items of cost including insurance, tax and supervision, required for the work called for in the Project Specifications for the BASE BID sum of:

\_\_\_\_\_ DOLLARS(\$ \_\_\_\_\_).

Bidder agrees, if awarded the contract, to execute an agreement to perform the proposed work for the above-stated compensation within ten (10) days after the award and to deliver to the Owner, within said ten (10) days, the specified bonds and insurance policies in forms to be approved by the Owner.

Bidder further agrees that this bid shall be good and shall not be withdrawn for a period of thirty (30) calendar days after the opening thereof.

Before work begins, the Bidder agrees to submit the following to the Owner:

1. Current certificate of insurance showing the worker’s compensation policy number or the policy number if it is carried through the state.

Bidder further agrees to complete the work between the dates of May 25, 2020 and July 1, 2020. Should the Bidder not substantially complete the work within contract time, the Bidder shall pay the Owner liquidated damages, fixed and agreed, not as a penalty in the amount of Two Hundred Dollars (\$200) per day starting the day after expiration of contract time. Liquidated damages shall continue until the project is substantially complete. The Bidder shall authorize the Owner to withhold from the amount retained in the contract, the amount of liquidated damage payment due as payment to the Owner.

**ADDENDUM RECEIPT:**

Bidder acknowledges receipt of the following addenda:

ADDENDUM NO. 1 STEM Furniture Project First Floor Addendum DATED 2.13.2020

ADDENDUM NO. 2 STEM Furniture Project First Floor Addendum DATED 2.13.2020

ADDENDUM NO. \_\_\_\_\_ DATED \_\_\_\_\_.

ADDENDUM NO. \_\_\_\_\_ DATED \_\_\_\_\_.

Bidder \_\_\_\_\_.

By \_\_\_\_\_.

Title \_\_\_\_\_.

END OF SECTION

Section 00300  
**AFFIDAVITS**

**A. Non-Collusion Affidavit**

STATE OF \_\_\_\_\_ )  
 )SS  
COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_, of lawful age, being first duly sworn, upon his or her oath deposes and says, that they executed the accompanying bid on behalf of the Bidder named therein for the above improvement for the Meridian Technology Center Board of Education, Stillwater, OK, that they had lawful authority to do so and that the Bidder has not been a party to any collusion among Bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding, or with any School, State, or City official or employee as to the quantity, quality or price in the prospective contract, or any other terms of said prospective contract; or in any discussions between Bidders and any School, State, or City officials concerning exchange of money or other thing of value for special consideration in the letting of contract; said Bidder has neither directly nor indirectly entered into any agreement, express or implied, with any Bidder or Bidders, having for its object the controlling of the price or amount of such bid or bids, the limiting of the bids or Bidders, the parceling or farming out to any Bidder or Bidders, or other persons of any part of the contract or any part of the profits thereof and that they have not and will not divulge the sealed bid on such public improvement to any person whatsoever, except those having a partnership or other financial interest with them in said bid or bids, until after the sealed bids are opened.

\_\_\_\_\_  
Signature

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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

My commission expires:  
\_\_\_\_\_  
Commission #: \_\_\_\_\_



**B. Business Relationship Affidavit**

STATE OF \_\_\_\_\_ )  
 )SS  
COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_, of lawful age, being first duly sworn, on oath says that he or she is the Bidder or agent authorized by the Bidder to submit the attached bid. Affiant further states that the nature of any partnership, joint venture, or other business relationships presently in effect or which existed within one (1) year prior to the date of this affidavit between the Bidder and the Architect, Engineer, or other party to the project is as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Affidavit further states that any such business relationships presently in effect or which existed within one (1) year prior to the date of this statement between any officer or director of the bidding company and any officer or director of the Architectural or Engineering firm or other party to the project is as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Affiant further states that the names of all persons having any such business relationships and the positions they hold with their respective companies or firms are as follows:

\_\_\_\_\_  
\_\_\_\_\_

(If none of the business relationships hereinabove mentioned exist, Affiant should so state.)

\_\_\_\_\_  
Signature

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2020.

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

My commission expires:

\_\_\_\_\_.

Commission #: \_\_\_\_\_.

END OF SECTION

Section 0400  
**AGREEMENT**

THIS CONTRACT AND AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_, 2020, by and between the **Board of Education, Meridian Technology Center**, party of the first part, hereinafter termed "Owner," and \_\_\_\_\_ party of the second part, hereinafter termed "Contractor."

**WITNESSETH:**

WHEREAS, Owner has caused to be prepared in accordance with the law, certain plans, specifications, and other bidding documents for the work hereinafter described, and has approved and adopted all of said bidding documents, and has caused Solicitation for Bids to be given and advertised as required by law, and has received sealed proposals for the furnishing of all labor and material for **2020 Carpet Project** at the Meridian Technology Center, Stillwater, Oklahoma, outlined and set out in the bidding documents and in accordance with the terms and provisions of said Contract; and,

WHEREAS, Contractor in response to said solicitation for bids, has submitted to Owner in the manner and at the time specified, a sealed proposal in accordance with the terms of this Contract; and,

WHEREAS, the Owner, in the manner provided by law, has publicly opened, examined, and canvassed the proposals submitted and has determined and declared the above-named Contractor to be the lowest responsible Bidder on the above-described project. The Owner has selected the Base Bid and has duly awarded this Contract to said Contractor, for the sum named in the proposal, to wit:

\_\_\_\_\_ DOLLARS(\$ \_\_\_\_\_).

NOW THEREFORE, for and in consideration of the mutual agreements and covenants herein contained, the parties to this Contract have agreed, and hereby agree, as follows:

1. The Contractor shall, in a good and first-class, workmanlike manner, at his own cost and expense, furnish all labor, materials, tools, and equipment required to perform and complete said work in strict accordance with this Contract. All of which documents are on file in the office of the Owner, 1312 South Sangre Road, Stillwater, OK 74074, and are made a part of this Contract as fully as if the same were herein set out at length.

2. Upon completion of the work, but prior to the acceptance thereof by the Owner, it shall be the duty of the Owner's representative, to determine that said work has been completely and fully performed in accordance with said Contract Documents. The Contractor shall furnish proof that all claims and obligations incurred by him in connection with the performance of said work have been fully paid and settled by the supplier and/or subcontractor; said information shall be in the form of an affidavit, which shall bear the approval of the surety on the contract bonds for payment of the final estimate to the Contractor; thereupon the final payment will be approve and paid.

Each estimate or request for payment must contain or have attached an affidavit as required Senate Bills 469 and 565 of the 1974 Legislature.

3. The sworn, notarized statement below must be signed and notarized before this Contract will become effective.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, in four (4) duplicate originals, the day and year first above written.

Party of the Second Part:  
CONTRACTOR:

\_\_\_\_\_

By \_\_\_\_\_

STATE OF OKLAHOMA  
COUNTY OF: \_\_\_\_\_

\_\_\_\_\_, of lawful age, being first duly sworn, on oath says that she or he is the agent authorized by Contractor to submit the above Contract to the Owner.

Affiant further states that Contractor has not paid, given, or donated or agreed to pay, give or donate to any officer or employee of Owner any money or other thing of value, either directly or indirectly, in the procuring of the Contract.

\_\_\_\_\_  
Signature

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2020.

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

My commission expires:  
\_\_\_\_\_  
Commission #: \_\_\_\_\_

END OF SECTION

Section 00710

**AGENCY CERTIFICATE**

TO: All Suppliers, Vendors, Contractors and Subcontractors on the following School Project:

PROJECT NAME:  
**2020 Carpet Project**

DATE: \_\_\_\_\_, 2020

SUBJECT: Sales Tax Exemption on Personal Property

This is to certify that you are an agent of Meridian Technology Center for the sole purpose of placing orders for the purchase of tangible personal property that will become a part of or incorporated into the project named above now being constructed for this school district.

You are advised that in instances where title to tangible personal property passes directly from vendor to Meridian Technology Center, such transaction is exempt from state and municipal sales tax. Such transactions are limited to property that is in fact incorporated into and becomes a part of this project.

In order for any individual invoice to qualify for the exemption, it must reflect upon its face clearly and without doubt that the order was entered by you as "agent" for the school district. Example:

Name (Contractor or Subcontractor) Agent for Meridian Technology Center Contractor or Subcontractor's Address

You should take advantage of this tax exemption as the school district will not recognize nor pay any invoices that include sales tax that would otherwise be exempt. Please sign and return a copy of this letter to this office.

\_\_\_\_\_  
Dr. Doug Major  
Superintendent/CEO

**ACCEPTANCE OF DESIGNATION**

The undersigned designated agent hereby accepts such designation upon the terms and conditions herein set forth and the signature as appears below shall be the authorized signature for said purchases.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature

Section 00800

**SUPPLEMENTARY CONDITIONS**

**A.** Wherever the words ‘accepted’, ‘approved’, ‘satisfactory’, ‘directed’, ‘inspected’, ‘selected’, or similar words or phrases are used, it shall be interpreted that the words ‘by Owner or his representative’ follow the word as the object of the clause, such as ‘accepted by Owner or his representative’.

**B.** Whenever the words ‘furnish’, ‘provide’, ‘install’, or similar words or phrases are used, it shall be interpreted to mean that the Contractor is responsible for furnishing, providing, and installing ready for successful and continuous use, all items or work by his own personnel or by his subcontractors and suppliers.

**C.** Owner, refers to Board of Education of Meridian Technology Center District 16, 1312 South Sangre Road, Stillwater, Oklahoma 74074.

**D.** The Contractor shall supervise and direct the Work, using the Contractor’s best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences.

**E.** Unless specifically called for otherwise in the Project Manual, the Contractor shall warrant the Work from the date of acceptance of the completed project by the Owner as follows:

**Warranty for all work: One year**

**F.** Oklahoma State and Local Sales Taxes shall be omitted on the Project in compliance with provisions set forth in Oklahoma Statute Article 13, Section 1350 through 1369 of Title 68 as enacted by the Oklahoma State Legislature in the 38 legislature in 1981, and in accordance with Order No.82-05-21-27 dated and signed May 21, 1982 by the Oklahoma Tax Commission. In compliance with this Order, in order to obtain the available tax break, the Owner shall duly appoint as its agent the Contractor along with his/her named Subcontractor.

**G.** The Contractor shall verify measurements at the building and be responsible for their correctness. No extra charge or compensation will be allowed on account of difference between actual dimensions and the measurements indicated on the Drawing. Differences found shall be submitted to the Owner for consideration before proceeding with work;

**H.** Total allowable for profit shall be a fixed percent of the cost of change order(s). For work performed by his own forces ten (10) percent. For work performed by a Subcontractor ten (10) percent plus five (5) percent of the amount due the Subcontractor for the Contractor.

In any event the total allowed for both overhead and profit shall not exceed twenty five(25) percent of the cost of work. The Contractor shall submit a copy of actual invoice(s) from subcontractor and/or material supplier with application for payment.

## **I. Insurance**

- a. Worker's Compensation and Employer's Liability Insurance: In an amount prescribed by laws of the State of Oklahoma, with employer's liability insurance in an amount of not less than One Million Dollars (\$1,000,000) each accident.
- b. Comprehensive General Liability Insurance, Including Completed Operations, Independent Contractor's Protective and Broad Form Property Damage (Including Completed Operations): (\$1,000,000 per occurrence, \$1,000,000 aggregate).
- c. Automobile Liability Insurance, including owned, non-owned, and hired motor vehicles:
  1. Automobile Bodily Injury Liability Insurance: In an amount not less than Three Hundred Thousand Dollars (\$300,000) for injuries, including death, to anyone person, and subject to the same limit to each person, in an amount not less than Five Hundred Thousand Dollars (\$500,000) for each occurrence.
  2. Automobile Property Damage Liability Insurance: In an amount not less than Three Hundred Thousand Dollars (\$300,000) for each occurrence.

## **J. LIABILITY INSURANCE**

As a result of "The Governmental Tort Claims Act," as enumerated in Article IV of the School Laws of Oklahoma, the Meridian Technology Center Board of Education has purchased, from school funds, adequate insurance to indemnify Board members and agents of the Board for their official actions in the service of Meridian Technology Center. In the effort to reduce the District's exposure to tort liability, the Board of Education has outlined the following guidelines for school staff:

Independent contractors who work for the school system shall provide the Board of Education with certificates of insurance for both workers' compensation and commercial general liability with minimum limits of \$1,000,000 including broad form property damage and products and completed operations coverage. If applicable, underground, explosion, and collapse coverage must be included. Also, auto liability with limits not less than \$1,000,000 must be included and Meridian Technology Center should be added as an additional insured on General Liability and Auto Liability.

Adopted by Indian Meridian Board of Education, June 30, 1988

(Revised, May 30, 1996)

(Revised, June 29, 2017)

## **K. Work Schedule**

- A. The date of commencement of the work will be on or around May 25, 2020. Consideration to the start time will be given and coordinated with the actual completion of the building. Limited temporary storage will be available and coordinated through the Owner. Work is estimated to be complete by July 1, 2020. Schedule may fluctuate due to building construction.
- B. The Bidder shall cooperate at all times with the Owner's representative and occupants of the work areas involved in all matters concerning scheduling the work, necessary interference with

the normal working routine, access to work areas, placing and removing of temporary barricades, and protection.

- C. Coordinate on-site employee parking with Meridian Technology Center.
- D. Coordinate location of any on-site storage containers with Meridian Technology Center.
- E. The Bidder is responsible for abiding by the OSHA Safety Standards. The Bidder can not interfere with the normal operations of the school and must ensure that all workers and materials do not jeopardize the safety of personnel.
- F. The Bidder is responsible for cooperating with the Owner for security items and materials to prevent theft or vandalism damage.
- G. Cleanup shall be a continuing process from the start of the work to final acceptance of the project. No less than at the end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.
- H. All cleanup will be completed in designated areas and coordinated with owner. Any damage to cleanup areas will be repaired by the Bidder at no cost to the Owner.
- I. In accordance with Oklahoma Statutes Title 70 1210.211, otherwise known as the 24/7 Tobacco-free Schools Act, and Meridian Technology Center Board policy all property owned by the Owner is tobacco and vapor free. It is the responsibility of the Bidder to cooperate at all times and ensure that any workers on site comply with the same.
- J. All inquiries relating to specifications, bidding procedures, and general information regarding the project shall be directed to:

Jeremy Zweiacker  
Meridian Technology Center  
1312 South Sangre Rd.  
Stillwater, OK 74074  
Phone (405) 377-3333 Fax 405-377-4688

END OF SECTION

Section 01000

**ADMINISTRATIVE PROVISIONS**

- A. **Contract Method:** Complete the Work under a single lump sum contract.
- B. **Owner Occupancy:** Owner will occupy premises during the entire period of construction, for the conduct of the normal operations. Cooperate with Owner to minimize conflict, and to facilitate Owner's operations. Materials and/or workers must not interfere with the safety and normal working environment of the Owner.
- C. **Contractor Use of Premises:** Coordinate use of premises under direction of Owner.
- D. **Applications For Payment:** Submit three copies of each application on A1A G702 or similar form and a payment affidavit.
- E. **Reference Standards:** For products specified by association or trade standards, comply with requirements of the standards, except when more rigid requirements are specified or required by applicable codes.

The date of the standard is that in effect as of the Bid date, or date of Owner-Contractor Agreement when there are no bids.

- F. **Permits, Fees, and Notices:** Contractor shall secure and pay for the building and all other permits and governmental fees, licenses and inspections necessary for the proper execution and completion of the work, which are customarily secured after execution of the contract and which are legally required at the time the bids are received.

Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the work.

END OF SECTION



Section 01400  
**Quality Control**

- A. **General:** Maintain quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce work of specified quality.
- B. **Workmanship:** Comply with industry standards except when more restrictive tolerances or specified requirements indicate more rigid standards or more precise workmanship.

Perform work by persons qualified to produce workmanship of specified quality.

- C. **Manufacturers' Instructions and Certificates:** Comply with instructions in full detail, including each step in sequence. Should instruction conflict with Contract Documents, request clarification from Owner before proceeding.

When required by individual specification sections, submit manufacturer's certificate, that products meet or exceed specified requirements.

- D. **Manufacturers' Field Services:** When specified, required supplier and manufacturer to provide qualified personnel to observe field conditions, conditions of surfaces and installations, quality of workmanship, start-up of equipment test, adjust and balance of equipment, and to make appropriate recommendations.
- E. **Testing Laboratory Services:** Contractor shall pay for services of an Independent Testing Laboratory to perform inspections, tests, and other services required by individual specifications section.

Services will be performed in accordance with requirements of governing authorities and with specified standards.

Reports will be submitted to Owner giving observations and results of tests, indicating compliance or non-compliance with specified standards with Contract Documents.

END OF SECTION

Section 01600

**MATERIAL AND EQUIPMENT**

- A. **Asbestos Materials:** No asbestos materials or products containing asbestos shall be installed in the project.

If any such material or product is inadvertently installed, it shall be removed and replaced with an approved substitute, at no cost to the Owner.

It shall be the Contractor's responsibility to verify that all materials and products used are asbestos-free, regardless of what may be called for in the Contract Documents.

The Contractor shall provide a notarized certificate as required in Section 01700, that these conditions have been met.

- B. **Products:** Products include material, equipment, and systems.

Comply with specifications and referenced standards as minimum requirements.

Components required to be supplied in quantity within a specification section shall be the same, and shall be interchangeable.

Do not use materials and equipment removed from existing structure, except as specifically required, or allowed by Contract Documents.

- C. **Transportation and Handling:** Transport products by methods to avoid product damage; deliver in dry undamaged condition in manufacturer's unopened containers or packaging.

Provide equipment and personnel to handle products by methods to prevent soiling or damage.

Promptly inspect shipments to assure that products comply with requirements, quantities are correct, and products are undamaged.

- D. **Storage and Protection:** Store products in accordance with manufacturer's instructions, with seals and labels intact and legible. Store sensitive products in weather-tight enclosures; maintain within temperature and humidity ranges required by manufacturer's instructions.

For exterior storage of fabricated products, place on sloped supports above ground. Cover products subject to deterioration with impervious sheet covering; provide ventilation to avoid condensation.

Store loose granular materials on solid surfaces in a well-drained area; prevent mixing with foreign matter.

Arrange storage to provide access for inspection. Periodically inspect to assure products are undamaged, and are maintained under required conditions.

- E. **Product Options:** Products Specified by Naming One or more Manufacturers with a Provision for Substitutions by Prior Approval: Submit a request for substitution as called for in Document 00100-Instructions to Bidders for any manufacturer not specifically named. Unless approved by Addenda prior to bid date no options, no substitutions allowed.

Products Specified by Naming Several Manufacturers with No Provision for Substitutions:  
Products of named manufacturers meeting specifications: No options, no substitutions allowed.

Products Specified by Naming Only One Manufacturer: Unless approved by Addenda prior to bid date no options, no substitutions allowed.

- F. **Substitutions:** Only within 15 days after date (of Owner-Contractor Agreement) (established in Notice To Proceed) will Owner consider requests from Contractor for substitutions. Subsequently, substitutions will be considered only when a product becomes unavailable due to no fault of Contractor.

Document each request with complete data substantiating compliance of proposed substitution with Contract Documents.

Written application shall be submitted with the request for substitution stating that the Contractor certifies to the following:

1. Has investigated proposed product and determined that it meets or exceeds, in all respects, specified product.
2. Will provide the same warranty for substitution as for specified product.
3. Will coordinate installation and make other changes which may be required for work to be complete in all respects.
4. Waives claims for additional costs which may subsequently become apparent.

Owner will determine acceptability of proposed substitution, and will notify Contractor of acceptance or rejection in writing within a reasonable time.

Only one request for substitution will be considered for each product. When substitution is not accepted, provide specified product.

END OF SECTION

Section 01650

**NOTICE REGARDING SEX OFFENDERS REGISTRATION ACT**

The awarded contract will contain a provision requiring the successful Bidder to periodically provide during the performance of the Project, a signed statement declaring that no employee working on school premises during normal school hours is convicted in this state, the United States or another state of:

(1) any sex offense subject to the Sex Offenders Registration Act in this state or similar law of another state's or the federal sex offender registration provisions; or (2) any unpardoned felony offense within the last ten(10) years. The prohibition against permitting employees convicted of a felony offense to work on school premises will not be applicable if the person is a volunteer or performing community service hours under a court order or performing services under a supervised work release program or when ten(10) years have elapsed since the date of the criminal conviction or if the employee has received a pardon for the criminal offense.

The successful Bidder will be **REQUIRED** to obtain compliance statements from all subcontractors on the Project.

The submission of executed compliance statements will be a condition to receiving periodic "draws" and final payment on the Contract Sum.

END OF SECTION

Section 01700

**CONTRACT CLOSE-OUT**

- A. **Close-out Procedures:** When Contractor considers work has reached final completion, submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for inspection.

In addition to submittal required by the conditions of the Contract, provide submittal required by governing authorities, and submit a final statement of accounting giving total adjusted Contract Sum, previous payments, and sum remaining due.

- B. **Final Cleaning:** Execute prior to final inspection.

Clean interior and exterior surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces. Clean equipment and fixtures to a sanitary condition.

Remove waste and surplus material, rubbish, and construction facilities from the project and from the site.

At Contract close-out, submit documents with transmittal letter containing date, project title, contractor's name and address, list of documents, and signature of contractor.

- C. **Operation and Maintenance Data:** Provide any and all manufactures information regarding the proper maintenance of all products installed including any owners manuals.

- D. **Warranties and Bonds:** Provide duplicate, notarized copies. Execute Contractor's submittal and assemble documents executed by subcontractors, suppliers, and manufacturers.

Submit material prior to final application for payment. For equipment put into use with Owner's permission during construction, submit within 10 days after first operation. For items of work delayed materially beyond Date of Substantial completion, provide updated submittal within ten days after acceptance, listing date of acceptance as start of warranty period.

END OF SECTION

Section 01725

**CERTIFICATION OF COMPLIANCE  
ASBESTOS RESTRICTIONS**

In connection with the performance of work under this Contract,

\_\_\_\_\_, the General Contractor agrees with the following:

A. \_\_\_\_\_ attest that no building materials or  
**(Name of General Contractor)**

products were incorporated or installed in this project that contained more than one percent (1%) asbestos by weight, within the meaning of the existing Federal EPA regulation, Section 763.83 defining Asbestos Containing Building Material (ACBM).

B. \_\_\_\_\_ also attest that the Compliance of  
**(Name of General Contractor)**

Asbestos Restrictions was included in any sub-contract connected with the performance of work for this project.

I have read the above, and have complied with all provisions stated.

**GENERAL CONTRACTOR:**

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

Title: \_\_\_\_\_

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

ATTEST and SEAL:

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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

My commission expires \_\_\_\_\_

Commission # \_\_\_\_\_

END OF SECTION

Section 02000  
**PROJECT DESCRIPTION**

**STEM FURNITURE**

Whenever one or more materials, trade names, or articles are mentioned, it is done for the purpose of establishing a basis of durability, efficiency, size, power, example, etc., and not for limiting competitive bidding.

**I. Scope of Work**

The Scope of Work shall include but is not necessarily limited to the following:

- A. The Bidder shall furnish all labor, supervision, equipment, materials, supplies, tools, transportation, unloading and handling, services and incidentals necessary or required for proper installation and completion of this work as listed in the specifications (Section 02100) including work from referenced specifications and other work normally associated with this trade whether referenced or not.
- B. Provide for the installation, removal and replacement of all furniture and fixtures needed for successful work of this project. Bidder is responsible for any damage caused by moving.
- C. The contractor shall be required to transport all construction and demolition debris off site for disposal in a professional and legal fashion. All cost associated with loading, hauling and disposal will be considered included within the price of this project.
- D. Provide all extra and attic stock materials as required. Materials shall be boxed, labeled and stored as directed by Meridian Technology Center.
- E. Protect flooring against mars, marks, indentations, and other damage from construction. Use protection methods indicated or recommended by manufacturer.
- F. Remove visible adhesive, seam sealer, and other surface blemishes using cleaner recommended by carpet manufacturer. Remove protruding yarns from surface.
- G. Repair any walls, doors, door frames, etc. damaged as part of the demolition or construction process to a like condition of the surrounding area.
- H. All work under this contract shall be performed in a professional manner by workers who are experienced and skilled in the preparation of surfaces and the application of materials specified. All work shall be performed during Meridian Technology Center's normal working hours (8:00AM to 5:00PM), unless prior approval has been given.
- I. All work shall be conducted in compliance with all applicable state and federal laws/regulations including all safety, cleanliness, and waste management regulations, requirements and precautions.
- J. Furnish adequate protection from surfaces and objects inside and outside building, and for adjoining work, using drop cloths, masking and covering, or removal of hardware trim, light fixtures and other items. Re-install removed items.
- K. Warrant, for period of one year, the adherence of all materials.

END OF SECTION



Section 02100

**MATERIAL SPECIFICATIONS**

The following materials are to be included in the construction of the project but should not be considered a whole and complete list. Additional materials may be added during the pre-bid conference.

STEM Building First Floor

Furniture Schedule		
Type Mark	Description	Count
CL1	Chair – Lab Stool	113
CS1	Chair – Stack	138
CT1	Chair – Task	21
LE	Lectern (match existing campus standard)	6
T1	Table – 60”W X 30”D	105
T2	Table 36’WX96”D	3
NA	A131	
NA	Biomedical Lab Teacher Desk	3
NA	Short round tables (match existing)	6
NA	Tall round tables (match existing)	1
NA	Trash receptacles (match existing)	5
NA	Short sled chairs (match existing)	24
NA	Tall sled chairs (match existing)	4
NA	STEM Instructor Desk 5’0” x 2’0”	3
NA	Alcove Bench	2

**Bidders Notes:**

Entry A131 to have welcoming furniture in lobby

Rooms A237 (8) and A243 (14) T1 tables and CT1 (44) chairs to match existing campus standard

Color choices for classroom should coordinate with existing color palette – blue, grey, black.

Color choices should not include “trendy” patterns and preference will be given to solid choices.

Tables should include casters that lock on all four wheels

Care should be given to match caster material to floor surface material to minimize wear

Bidder encouraged to visit campus and observe existing trends to incorporate into furniture selection.

Alcove bench to be located in 215 and 210

Preference for materials and manufacturers which include lifetime warranty

It is the responsibility of the bidder to download both addendum to this bid packet. Addendum are available at [www.meridiantech.edu/bids](http://www.meridiantech.edu/bids)

[STEM Furniture Project First Floor Addendum](#)

[STEM Furniture Project Second Floor Addendum](#)

END OF SECTION