PROJECT MANUAL FOR:

COMMUNITY EDUCATION CENTER RENOVATIONS Bid Package No. 1

COMMUNITY EDUCATION CENTER

1765 Ada Ave, Muskegon, MI 49422

PREPARED FOR:

ORCHARD VIEW PUBLIC SCHOOLS 35 S. SHELDON Muskegon, MI 49442

ARCHITECT:

BERGMANN ARCHITECTS 560 5TH ST. NW Suite 305 Grand Rapids, MI 49504

PROJECT NO#:

016600.00 - COMMUNITY EDUCATION CENTER RENOVATIONS-BP#1

JANUARY 31, 2023 - ISSUED FOR BIDS AND PERMITS

THIS DOCUMENT HAS BEEN PREPARED BY BERGMANN AS AN INSTRUMENT OF SERVICE, AND BERGMANN SHALL RETAIN ALL COMMON LAW, STATUTORY AND OTHER RESERVED RIGHTS, INCLUDING THE COPYRIGHT THERETO.

SECTION 00 0104 PROJECT MANUAL WRITER DIRECTORY

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Identification of project team members.

1.02 PROJECT TEAM

- A. Owner:
 - 1. Owner Name: Orchard View Public Schools
 - 2. Project Name: Community Education Center Renovations-BP#1
- B. Architect/Engineer
 - 1. Company Name: Bergmann Architects

1.03 PROJECT MANUAL WRITING TEAM

- A. Design Team
 - 1. Project Manager: Buddy Huyler
 - 2. Assist Project Manager: Dawn Holtrop
 - 3. Mechanical Engineer: Chris Nolan
 - 4. Electrical Engineer: Angela Robinson
 - 5. Structural Engineer: Kira Tennes

PART 2 PRODUCTS - NOT USED PART 3 EXECUTION - NOT USED

END OF SECTION

FROM:

1.01 THE ORCHARD VIEW PUBLIC SCHOOLS (HEREINAFTER REFERRED TO AS OWNER):

- A. Orchard View Public Schools
- B. Mail hard copies to:

Community Education Center Attn: Brandy Carey 1765 Ada, Ave Muskegon, MI, 49442

OR

C. Hand delivered hard copies to:
Community Education Center
Attn: Brandy Carey
1765 Ada, Ave
Muskegon, MI, 49442

1.02 BID DUE DATE: Monday February 20th, 2023 at 2:00pm

1.03 TO: POTENTIAL BIDDERS

- A. Your firm is invited to submit an offer under seal to the owner for the Community Education Center Renovations Bid Package No.1 at 1765 Ada, Ave, Muskegon MI 49422 before 2:00 pm local standard time on February 20, 2023. A pre-bid meeting is scheduled for Tuesday, February 7, 2023 at 1:00pm. Report to the main office at each building.
- B. Bidding documents will be available at 4:00pm Tuesday, January 31, 2023
 - Bid documents can be obtained from the districts web site: https://www.orchardview.org/administration/request-for-proposals/
- C. Sealed proposals for this project will be received and publicly opened at the Central Office located at 35 S. Sheridan Road, Muskegon, MI 49442 immediately following the bid due date.
- D. Questions pertaining to the Community Education Center Renovations should be directed to Dawn Holtrop (Bergmann) at dholtrop@bergmannpc.com
- F. The Owner intents to award the project during the month of February, 2023.
- G. Davis Bacon Wage Rates are NOT required.
- H. Orchard View Public Schools reserves the right to reject any or all proposals; reserves the right to award the contract to a bidding entity other than the low bid entity; reserves all rights granted to it by law; and reserves the right to waive formalities as its interest may require.

END OF SECTION

SUMMARY

1.01 DOCUMENT INCLUDES

- A. Invitation
 - Bid Submission
- B. Bid Documents and Contract Documents
- C. Site Assessment
 - 1. Site Examination
 - 2. Prebid Conference

1.02 RELATED DOCUMENTS

- A. 016600.00 Community Education Center Renovations BP#1
- B. Vos Glass Subcontract Form & Letter of Intent by Orchard View Public Schools. The district has previously bid out a portion of the windows and has provided Vos Glass a Letter Of Intent to procure windows in advance of the overall project bid. The awarded General Contractor shall sign the subcontract form and hold Vos Glass's contracted bid number in their overall project cost. The early window package bid set will be available for reference along with pre-bid notes & the Letter Of Intent.

INVITATION

2.01 BID SUBMISSION

2.02 INTENT

A. The intent of this Bid request is to obtain an offer to perform work to complete the Community Education Center Renovations (Bid Package No.1) at 1765 Ada, Ave, Muskegon MI 49422 for a Stipulated Sum contract, in accordance with the Contract Documents.

2.03 WORK IDENTIFIED IN THE CONTRACT DOCUMENTS

A. Location: Community Education Center Renovations at 1765 Ada, Ave, Muskegon MI 49422

2.04 CONTRACT TIME

A. The contract is intended to be awarded in February 2023. The work on site will begin on June 9th, 2023 unless an early date approved by Brand Carey. Projects must be complete before August 25, 2023.

BID DOCUMENTS AND CONTRACT DOCUMENTS

3.01 DEFINITIONS

3.02 CONTRACT DOCUMENTS IDENTIFICATION

A. The Contract Documents are identified as Project Number 016600.00 as prepared by Bergmann Architects who is located at 560 5th NW Suite 305, Grand Rapids MI, 49504 and with contents as identified in the Table of Contents.

3.03 AVAILABILITY

- A. Bidding documents will be available on January 31, 2023
 - Bid documents can be obtained from the districts web site: https://www.orchardview.org/administration/request-for-proposals/
- B. Bid Documents are made available only for the purpose of obtaining offers for this project. Their use does not grant a license for other purposes.

3.04 EXAMINATION

A. The bidder shall visit the various sites of the work to fully inform himself of the existing conditions and materials and labor required to complete the project. No additional compensation will be allowed to complete the work due to the bidder's failure to acquaint themselves with the existing conditions. Attendance to Pre-Bid meeting is highly recommended.

3.05 INQUIRIES/ADDENDA

- A. Direct questions to Dawn Holtrop, email; dholtrop@bergmannpc.com
- B. Addenda may be issued during the bidding period. All Addenda become part of the Contract Documents. Verbal answers are not binding on any party.
- D. Clarifications requested by bidders must be in writing. All questions are due no later than Thursday, February 9, 2023 at 2:00pm local time. The reply will be in the form of an Addendum, a copy of which will be supplied to all bidders via the districts web site issued on Wednesday, February 15 at 4:00pm

3.06 VOLUNTARY ALTERNATES

- A. Base bids are requested in accordance with the detailed specifications.
- B. Voluntary alternates, which in the bidder's judgement will result in a better job or an equally satisfactory job at a lower cost, are allowed. The Owner reserves the right to reject any and all alternates.
- C. Such alternates are to be described in detail, together with any addition or deduction to the base price, to permit proper evaluation.

SITE ASSESSMENT

4.01 PREBID CONFERENCE

- A. A bidders conference has been scheduled for Tuesday, February 7th, 2023 at 1:00 pm, Community Education Center Renovations (Bid Package No.1) at 1765 Ada, Ave, Muskegon MI 49422
- B. All Prime contractors are invited as well as their subcontractors
- C. Representatives of Architect and Owner will be in attendance.

QUALIFICATIONS

5.01 EVIDENCE OF QUALIFICATIONS

A. Each bidder must present a list of up to three similar type projects with references for K-12 clients.

BID SUBMISSION

6.01 SUBMISSION PROCEDURE

- A. Bidders shall be solely responsible for the delivery of their bids in the manner and time prescribed.
- B. Submit two copies of the executed offer on the Bid Forms provided, signed and sealed with the required security in a closed opaque envelope, clearly identified with bidder's name, project name, and Owner's name on the outside.
- C. Improperly completed information, irregularities in security deposit, may be cause to declare the bid invalid.

6.02 BID INELIGIBILITY

A. Bids that are unsigned, improperly signed or sealed, conditional, illegible, obscure, contain arithmetical errors, erasures, alterations, or irregularities of any kind, may at the discretion of the Owner, be declared unacceptable.

BID ENCLOSURES/REQUIREMENTS

7.01 SECURITY DEPOSIT

- A. Bids shall be accompanied by a security deposit as follows:
 - 1. Bid Bond in the amount of 5% on AIA A310 Bid Bond Form or Cashier's Check.
- B. The security deposit will be returned after delivery to the Owner of the required Performance and Payment Bond(s) by the accepted bidder.
- C. If no contract is awarded, all security deposits will be returned.
- D. The amount of the bid bond shall be forfeited to the Owner upon failure of the successful bidder to enter a contract within thirty (30) days after acceptance of the proposal

7.02 PERFORMANCE ASSURANCE

- A. A bid Performance bond is required.
- B. Include a cost for a performance, labor and materials bond (PLM) as a separate line item on the Bid Form (Not part of the base bid).

7.03 BID FORM REQUIREMENTS

A. Complete all requested information in the Bid Form and Appendices.

7.04 BID FORM SIGNATURE

- A. Bids which are not signed by the individual making them, should have attached them to a power of attorney evidencing authority to sign the bid in the name of the person for whom it is signed.
- B. Bids which are signed for a partnership should be signed by all of the partners or by an attorney in fact. If signed by an attorney in fact, there should be attached to the bid a power of attorney evidencing authority to sign the bid, executed by the partners.
- C. Bids which are signed for a corporation should have the correct corporate name thereto and the signature of the president or other authored officer of the corporation below the corporate name following the work "By".

OFFER ACCEPTANCE/REJECTION

8.01 DURATION OF OFFER

A. No bidder may withdraw their bid for a period of 90 days from the date of opening the bids.

8.02 ACCEPTANCE OF OFFER

 Owner reserves the right to reject any and all bids, or to waive irregularities as its interest may require.

8.03 AWARD OF CONTRACT

A. Orchard View Schools Board of Education reserves the right to determine which bid is best suited for its use, to accept any or all parts of a bid, and awarding all or part of the contract to one or more qualified bidders.

8.04 AWARD DATE

A. The date of the contract award shall be on the letter of intent issued by Orchard View Public Schools followed by a purchase order one week later. It is expected that a decision will be made no later than February 27, 2023.

8.05 CONTRACT

- A. Within ten days after being notified of the acceptance of the proposal, the bidder to whom the award is made will be required to enter into a written agreement in the form hereto specified with the Orchard View Public Schools and furnish two bonds with an approved indemnity company, as surety, as follows:
 - 1. **PERFORMANCE BOND:** A Surety Bond in the full amount of the contract, running to Orchard View Public Schools, demanding faithful performance of all provisions of the Contract and the satisfactory completion of the work within the time stipulated in the contract.
 - 2. **PAYMENT BOND:** A Surety Bond in the amount of 10% of the Contract, running to Orchard View Public Schools insuring the payment of all bids by the bidder to Subcontractor and for labor and material.

8.06 PAYMENT

A. The contractor may submit monthly invoices for work completed. Invoices must be on an AIA form and approved by Bergmann Architects. These will be paid on a regular basis, less an appropriate retention. Final payment will be made upon successful completion of all punch list items and issuance of all warranties.

8.07 DAYS AND HOURS OF WORK

A. Work may be done Monday through Friday from the hours of 7:00 am to 9:00 pm. If the contractor wishes to work Saturdays, or at other times, they shall submit a request in writing to Jack Timmer, Orchard View Public Schools at jack.timmer@orchardview.org or Brandy Carey at brandy.carey@orchardview.org

8.08 QUALITY - APPEARANCE - TIMELINESS

- A. Orchard View Public Schools has high standards for excellence. These include quality, attention to appearance and image, and timely completion of the specified work.
- B. The standards are reflected in the specifications and other documents within this proposal. The Owner will expect the Contractor to meet these standards, which will be enforced by Orchard View Public Schools personnel.
- C. Some examples of these standards are listed below:
 - 1. Planning ahead so that the work can be completed within the established time limits.
 - 2. Doing work correctly the first time.
 - 3. Keeping equipment clean, presentable and well maintained.
 - 4. Keeping a flexible schedule and cooperating in a reasonable manner with Orchard View Public Schools.
 - 5. Daily cleanup of the work area to keep it in a neat, safe and presentable appearance.

8.09 FAMILIA RELATIONSHIP

A. The attached Familial Relationship Disclosure Statement and Iranian Certificate of Compliance Statement MUST be submitted with your bid.

8.10 WORK RELATED TO PERMITTING

A. Because the permit will be under review during bidding, the owner reserves the right to negotiate any work required by the permit after an award has been made as an add to the contract. The terms of that negotiation will be fair and equitable to both parties. If the Owner and the Contractor do not come to agreement for the additional work, the Owner reserves the right to negotiate the additional work with another Contractor.

END OF SECTION



DOCUMENT 004113 - BID FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT)

| A. B. C. | Project Name: Community Education Center Renovations – Bid Package No.1 Project Locations: 1.765 Ada Avanua Muskagan MI 10422 |
|----------------|---|
| | Project Locations: |
| C. | |
| | 1 1765 Ada Avanua Muskagan MI 40422 |
| | 1. 1765 Ada Avenue, Muskegon, MI 49422 |
| D. | Owner: Orchard View Schools |
| E. | Architect: Bergmann |
| F. | Architect Project Number: |
| | • 16600.00 – Community Education Center Renovations – Bid Package No.1 |
| 1.2 | CERTIFICATIONS AND BASE BID |
| A. | Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by Bergmann and Architect's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of: |
| | 1. Project: |
| | 2. Bid:Dollars |

1.3 BID GUARANTEE

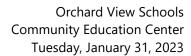
- A. The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within 10 days after a written Notice of Award, if offered within 60 days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached cash, cashier's check, certified check, U.S. money order, or bid bond, as liquidated damages for such failure, in the following amount constituting five percent (5%) of the Base Bid amount above:
- B. In the event Owner does not offer Notice of Award within the time limits stated above, Owner will return to the undersigned the cash, cashier's check, certified check, U.S. money order, or bid bond.



1.9

SUBMISSION OF BID

| 1.4 | SUBCONTRACTORS AND SUPPLIERS |
|-----|--|
| A. | The bidder agrees to hold all subcontracts and manage those contracts under the prime contract. |
| 1.5 | TIME OF COMPLETION |
| A. | The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by Architect and shall fully complete the Work withincalendar days. |
| 1.6 | ACKNOWLEDGMENT OF ADDENDA & ALTERNATES |
| A. | The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid: 1. Addendum No, dated 2. Addendum No, dated 3. Addendum No, dated |
| В. | The undersigned Bidder acknowledges the alternates and offers the following to their bid: 4. Alternate No, Add/Deduct 5. Alternate No, Add/Deduct 6. Alternate No, Add/Deduct |
| 1.7 | BID SUPPLEMENTS |
| A. | The following supplements are a part of the prime bidder. Bid Form Supplement - Alternates. Bid Form Supplement - Unit Prices. Bid Form Supplement - Allowances. Bid Form Supplement - Bid Bond Form (AIA Document A310-2010). |
| 1.8 | CONTRACTOR'S LICENSE |
| A. | The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in State of Michigan, and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full. |





| A. | Respectfully submitted this | day of, 2021. |
|----|-----------------------------|---|
| В. | Submitted By: | (Name of bidding firm or corporation). |
| C. | Authorized Signature: | (Handwritten signature). |
| D. | Signed By: | (Type or print name). |
| E. | Title: | (Owner/Partner/President/Vice President) |
| F. | Witnessed By: | (Handwritten signature). |
| G. | Attest: | (Handwritten signature). |
| H. | Ву: | (Type or print name). |
| l. | Title: | (Corporate Secretary or Assistant Secretary). |
| J. | Street Address: | |
| K. | City, State, Zip: | |
| L. | Phone: | |
| M. | License No.: | |
| N. | Federal ID No.: | (AffiX Corporate Seal Here). |

END OF DOCUMENT 004113



DOCUMENT 004313 - BID SECURITY FORMS

- 1.1 BID FORM SUPPLEMENT
 - A. A completed bid bond form is required to be attached to the Bid Form.
- 1.2 BID BOND FORM
 - A. AIA Document A312-2010 "Bid Bond" is the recommended form for a bid bond. A bid bond acceptable to Owner, or other bid security as described in the Instructions to Bidders, is required to be attached to the Bid Form as a supplement.
 - B. Copies of AIA standard forms may be obtained from The American Institute of Architects; https://www.aiacontracts.org/; email: docspurchasestOaia.org; (800) 942-7732.

END OF DOCUMENT 004313

AFFIDAVIT OF BIDDER

| The undersigned, the owner or authorized office pursuant to the familial disclosure requirement preschool District") advertisement for construction bis provided below, that no familial relationships existand any member of the | ds, hereby represent and warrant, except as between the owner(s) or any employee of |
|---|--|
| the Superintendent of the School District. | Board of Education of the School District of |
| List any Familial Relationships: | |
| | |
| | |
| | BIDDER: |
| | |
| | By: |
| | Its: |
| STATE OF MICHIGAN))ss. COUNTY OF) | |
| This instrument was acknowledged before me on the | day of, 20, by |
| | |
| | , Notary Public |
| | County, Michigan |
| | My Commission Expires: |
| | Acting in the County of: |

NON-DISCRIMINATION IN EMPLOYMENT CERTIFICATION

Orchard View Schools Certificate of Intent to Comply with "NON-DISCRIMINATION IN EMPLOYMENT" POLICY

I here by state my intent to comply with the terms and conditions of the Orchard View Schools policy. I further agree to furnish the Michigan Civil Rights Commission with such data and records concerning employment as may be requested in determining compliance with the policy.

| Print or type nar | me of Contact | Person: | |
|-------------------|---------------|---------|--|
| Signed: | | | |
| | | | |
| Title: | | | |
| Company: | | | |
| Date: | | | |

AFFIDAVIT OF BIDDER - NON-COLLUSION

Orchard View Schools AFFIDAVIT OF BIDDER SWORN STATEMENT "Non-Collusion"

| | "Non-Collusion" | |
|-------|-----------------|--|
| DATE: | | |
| | | |

The Bidder, by its officers and agents or representatives, present at the time of filing this bid, being duly sworn, on their oaths, say that neither they nor any of them, have in any way, directly or indirectly, entered into any arrangement or agreement with any other Bidder, whereby such affiant or affiants or either of them has paid or is to pay to such other Bidder any sum of money, or has given, or is to give, to such other Bidder anything of value whatever, or such affiant or affiants or either of them has not, directly or indirectly, entered into any arrangement or agreement with any other Bidder or Bidders, which tends to or does lessen or destroy free competition in the letting of the Contract sought for by the attached bids; that no inducement of any form or character other than that which appears upon the face of the bid, will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the said bid or awarding of the Contract, nor has this Bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the Contract sought by this bid.

| IN TESTIMONY WHEREOF, the Bidder (an | authorized individual) has agrees to the above: |
|---|---|
| | |
| | (Company Name) |
| | By: |
| | (Authorized Signer) |
| | |
| | Print or type Name and Title of Signer |
| Address: | |
| Notary Public: | |
| Subscribed and sworn to before me on this | day of, 2016 |
| County of:My Co | ommission expires: |
| Telephone num | ber: |

IRAN ECONOMIC SANCTIONS ACT CERTIFICATE

In accordance with the Iran Economic Sanctions Act, Michigan 2012 PA 517, effective April 1, 2013, (MCL 129.311, *et seq.*), (the "Act"), the undersigned certifies in support of its bid or proposal that it is not an Iran linked business as such is defined in the Act.

| Contractor | : | | |
|------------|---|------|--|
| By: | | | |
| | | | |
| | | | |
| | | | |
| Title: | | | |



Letter of Intent

Justin Edmonson: Vos Glass

3800 Stahl Drive SE

Grand Rapids, MI 49546

January 17, 2023

Dear Justin,

I am writing this letter to notify you of our intentions to utilize Vos Glass as the subcontractor for Aluminum Entrances and Storefronts with Vents at Orchard View Community Education, 1765 Ada Avenue, Muskegon, MI. 49442, per your proposal dated January 11, 2023 in the amount of \$121,585.00 (base bid/we are not accepting the alternate bid at this time). The addendum was received and we will require the successful bidder to sign, once the work has been awarded.

Thank you for the quotes provided in a timely manner, as we understand the shortage of workforce at this time.

Warm Regards,

Brandy Carey, Director

Orchard View Community Education

VOS GLASS, LLC

STANDARD SUBCONTRACT AGREEMENT ADDENDUM

| This Standard Subcontract Agreement Addendum ("Addendum") is attached to and forms a part of the Subcontract Agreement between ("Contractor"), and Vos Glass, LLC ("Subcontractor of Vos") identified in a subcontract dated regarding certain work identified in the subcontract () between the parties ("Subcontract"). Except as specifically changed by this Addendum or as subsequently modified in writing by the parties, the Subcontract is unchanged. To the extent any term set forth below is contrary to or inconsistent with any term set forth in the Subcontract the terms set forth in this Addendum shall be binding, control and replace any contrary or inconsistent term. This Addendum is effective as of the effective date of the Subcontract. For good and valuable consideration, which is hereby acknowledged the parties agree to amend the Subcontract as follows: |
|--|
| 1. Both parties mutually waive subrogation rights against the other to the extent a loss is covered by insurance. |
| 2. Both parties mutually waive any all claims again the other for consequential damages arising from this Subcontract. |
| 3. Vos shall only indemnify the Contractor and Owner to the extent Vos causes any loss or damage. 4. Vos does not accept the risk of Contractor's payments from the owner. Any pay-if-paid provisions in the Subcontract are hereby converted to pay-when-paid clauses. Vos shall have the right to stop work in the event that any properly submitted pay application for amounts due under the Subcontract have not been paid within 30 days of the due date on three (3) days' notice. 5. Vos Glass accepts no liquidated damages. Any and all mention of liquidated damages are deleted. 6. Vos shall be entitled to equitable adjustments of the Subcontract price, including but not limited to any increased costs of labor, supervision, equipment or materials, and reasonable overhead and profit, for any substantial modification of the project schedule, for delays with direct cost impact, acceleration, out-of-sequence work not included at time or award and schedule changes beyond Vos's reasonable control, including but not limited to those caused by labor unrest, fires, floods, accidents, weather, acts of nature or government, wars embargos, executive orders, epidemics, pandemics, vendor priorities and allocations, transportation delays suspension of work for non-payment or as ordered by Contractor, or other delays caused by Contractor or others. 7. Vos is not an engineer or architect and is not engaging in or attempting to engage in any design or engineering services for the Work, including without limitation assessing the sufficiency or structural integrity of any design. When such services are expressly required by the contract documents, such services shall be performed by third party licensed engineers or design professionals, under contract with Vos. Vos and Vos's engineer or design professionals shall be entitled to rely upon the completeness, accuracy, and adequacy of project design and performance criteria. 8. The parties agree that they will promptly engage in direct discussions if a claim arises between them concerning th |
| attorney's fees. Vos Glass, LLC |
| |



MEETING MINUTES

PROJECT: Orchard View Community Education/016600.00

DATE: January 11, 2023

RE: Early Bid Package for Windows

PURPOSE:

• Post Bid Interview with Vos Glass for window package.

ATTENDEES:

| NAME | ORGANIZATION | ROLE | PHONE | EMAIL |
|------------------|----------------------|--|----------------|--------------------------------|
| Jack Timmer | Orchard View Schools | Facility Management Consultant | (616) 540-6937 | Jack.timmer@orchardview.org |
| Jeremy Brown | Orchard View Schools | Community Education Financial Supervisor | (231) 760-1356 | jeremiah.brown@orchardview.org |
| Brandy Carey | Orchard View Schools | Community Education | (231) 740-2363 | brandy.carey@orchardview.org |
| Justin Edmondson | Vos Glass | Project Manager | (616) 591-9568 | JEdmondson@vosglass.com |
| Buddy Huyler | Bergmann | Principal | (616) 848-6969 | bhuyler@bergmannpc.com |
| Dawn Holtrop | Bergmann | Project Manager | (616) 214-4001 | dholtrop@bergmannpc.com |

DISCUSSIONS:

| ITEM | SUMMARY | ACTION ITEMS |
|------|---|---|
| 1.0 | Post Bid with Vos Glass | |
| 1.1 | Review of Vos Glass Proposal. 1. Proposal includes sales tax. 2. Proposal includes hardware. 3. Proposal includes Therml Block entry doors by Tubelite, which have 5" wide stiles. | OV/Bergmann requested the sales tax and hardware be removed from proposal. The frames for the (4) classrooms (W2) to be changed to 4-1/2" per the drawings. The finish on the interior entrance (5) to be |



| | 4. Proposal includes 6-1/2" deep frame for (4) classroom openings (W2 on drawings). Drawings indicate 4-1/2" frame. 5. Proposal states dark bronze anodized aluminum finish. Finish on interior entrance (5 on drawings) to be clear anodized. | changed to clear anodized per the drawings. The Therml Block entry doors are correct. |
|-----|---|---|
| 1.2 | Vos Glass stated they can meet schedule if OV provides Letter of Intent by the end of January. Schedule includes bidding for entire project in February, award to GC in March, submittals and mobilization in April/May and begin construction end of May/early June. Complete construction end of August. | |
| 1.3 | Proposal bids are good for 30 days due to market volatility. | |
| 1.4 | The operable windows have the longest lead time of $4-6$ months. The lead time on doors is 12 weeks. | Vos Glass with order ASAP after receiving LOI. |
| 1.5 | Orchard View is responsible for issuing the Letter of Intent. | |
| 1.6 | Submittals will be issued after the Letter of Intent. | |
| 1.7 | The scope of work includes furnish and installation of windows. The preparation of the openings is by others. | |
| 2.0 | Overall Project Discussion | |
| 2.1 | OV is responsible for issuing front ends and Notice to Bidders. | Bergmann to provide district with front end example and word document of Bergmann's front-end template. |
| 2.2 | Due to internal funding, OV decided that Phase 2 will include the remainder of the window replacements and the new finishes in the corridors (ceiling, walls, carpet and lighting). This work will be bid to allow work to be done in the summer of 2024. Vos Glass can not hold their prices for the windows for more than 30 days, therefore they will be rebid with the entire Phase 2 scope of work. | Bergmann to create separate drawings for Phase 1 and Phase 2. |
| 2.3 | Phase 1 (2023) New main admin. office. Vestibule. Exterior new entry and windows per base bid. HVAC – RTU for new admin office and mini split systems for areas as defined in scope of work. Phase 2 (2024) Remainder of the exterior windows. EIFS repairs. Interior corridor new finishes as noted in Item 2.2 above. | Bergmann to revise cost budget to reflect the two phases. Update: The revised budget is expected to be complete on approximately January 20, 2023. |
| 2.4 | It was agreed that since Vos Glass was the most qualified low bidder, there is no need to continue post bid interviews. Award to Vos Glass. | |



PREPARED BY:

Dawn M. Holtrop, NCARB, LEED AP ID+C Project Manager

DISCLAIMER:

This confirms and records our interpretation of the discussions that occurred, as well as any understandings reached during this meeting. Unless notified in writing within 3 days of delivery of these notes, we will assume that the above description is complete and accurate.