# Request for Bids Lansing School District Purchasing Department 519 West Kalamazoo Lansing, MI 48933

#### This is not an order

Sealed proposals for the furnishing of items and services listed on the sheets attached to the bid proposal documents that are available on our web-site will be received in the Lansing School District Purchasing Office, 519 W. Kalamazoo St., Lansing, Michigan 48933 until

#### January 20, 2026, 2:00 PM local time.

At this time and place bids will be opened publicly and read aloud.

One (1) original and Two (2) copies of the bid are to be submitted on the forms furnished by the Lansing School District in a sealed envelope and clearly marked:

Bid SO-1844 North Elementary Cafeteria Renovations
BID DOCUMENTS WILL BE POSTED BY December 29, 2025
To obtain a copy of this request for bid please visit our web site at:

#### www.lansingschools.net.

(Click on Quicklinks at the top and click on Vendors (Bid Info), scroll down to Current Requests for Bids or Proposals) or the bid documents are also posted on the State of Michigan's procurement system SIGMA. If you need assistance, please contact the Lansing School District Purchasing Department at 517-755-3030.

#### No faxed, telephone or e-mailed bids will be accepted. Late submittals will not be considered.

All questions must be in writing and should be directed to Jon Laing, Director of Procurement at:

<u>Projects@lansingschools.net</u>, no later than 5:00 PM on Tuesday, January 13, 2026. Addendums will be posted on the Lansing School District's web-site and SIGMA as they are issued.

All bids/proposals must be accompanied by a 5% bid bond and a sworn and notarized statement disclosing any familial relationship with the Board of Education and selected staff. Bids must include the completed statement to be accepted or considered.

All bids shall be submitted in accordance with the attached instructions and shall remain firm for a period of ninety (90) days after the opening of bids.

A bid bond is required with this bid in the amount of 5% of the total bid amount. Certified payrolls are required with each invoice or pay application. A performance, labor and materials bond will be required to cover 100% of the project.

The Lansing School District reserves the right to reject any or all bids in whole or in part and to accept the proposal or portion of the proposal that, in their opinion, best serves the interests of the Lansing School District.

Lansing School District
Jon Laing
Director of Procurement

#### PRE-BID INFORMATION

There will be a Pre-Bid Meeting held Tuesday, January 6 at 3:30 PM at North Elementary, 333 Miller Rd, Lansing, MI. Attendance is HIGHLY RECOMMENDED.



# Lansing School District North Elementary (Interior Renovation)

AE Project 25-1118

CM Project 25070

LSD SO Project 1782

333 E. Miller Rd Lansing, MI 48911

# Bid Package 1

November 18, 2025

# M

# M A N U A

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#### **DIVISION 01 - GENERAL REQUIREMENTS**

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#### Work Category Descriptions

- General Requirements for All Trades (includes Preliminary Project Schedule)
- WC 02A Demolition / Abatement
- WC 08A HM Doors, Wood doors, Frames, HW
- WC 09A Carpentry and Interiors
- WC 09B Floor Coverings
- WC 09C Painting
- WC 10A Specialties
- WC 22A Plumbing / MechanicalWC 26A Electrical / Fire Alarm

Sample Work Order/Purchase Order A201-2017 (For Reference)



#### **DOCUMENT 00 11 00 - ADVERTISEMENT FOR BIDS**

#### 1.1 GENERAL

A. Construction Manager Contact Information

Bidding: estimating@lauxconstruction.com

Project Manager: Max Griffith

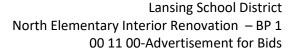
517-719-2460

max@lauxconstruction.com

- B. Instructions to Bidders: See below.
- C. Bid Basis: Bids must be on stipulated sum basis.
- D. Receipt of Bids: Construction Manager will receive bids until <u>2:00 PM (ET) Tuesday, January 20, 2026</u> at the Lansing School District Offices located at 519 W. Kalamazoo Lansing, MI.
- E. Bid Opening: Bids will be opened publicly shortly after the bid submission deadline at the LSD Offices Board Room. Please note that only attendees at the public opening will receive bid results. Bid results will NOT be released to anyone not attending the in-person public bid opening.
- F. Bid Security: Five (5%) percent of highest possible Bid amount is required to be submitted with each bid. Bid security can be in the form of a bid bond or cashier's check.
- G. Irrevocability: Bids may not be withdrawn for period of 30 days after submittal.

#### 1.2 INSTRUCTIONS TO BIDDERS

- A. Laux Construction/Lansing School District is accepting bids for multiple work categories associated with the interior renovations associated with North Elementary.
- B. Bidders are to submit <u>THREE (3) HARD COPIES</u> of their bid submission in a sealed envelope addressed to Lansing School District 519 W. Kalamazoo Lansing, MI 48933. Please note "North Elementary Interior Renovation—Work Category \_\_\_\_\_" on the outside of the envelope. Please mark "ORIGINAL" on one copy and "COPY" on the other two copies of the bid submission.
- C. Bids are to be hand-delivered or mailed so that they are received no later than <u>2:00 pm (ET) on</u> <u>Tuesday, January 20, 2026.</u>
- D. Bidders are to include the following in their bid submission:





- Completed and signed bid form.
- 2. Bid Security (5%)
- 3. Supplier/Vendor Application
- 4. Commodity List
- 5. Affidavit of Bidder (Familial Disclosure)
- 6. Non-Discrimination in Employment Certification
- 7. Affidavit of Bidder (Non-Collusion)
- 8. Iran Economic Sanctions Act Certificate
- 9. Legal Status of Bidder
- E. Bid security (bid bond or cashier's check) in the amount of 5% of the bid amount will be required with all bid submission.
- F. Successful bidders <u>may</u> be required to provide 100% performance and payment bonds. Do NOT include the cost of performance bonds in your bid. A line has been provided on the bid form to indicate the additional cost for the bonds should they be required by the CM.
- G. Prevailing wages/certified payroll will **NOT** be required for this project.
- H. Any allowances listed in Price and Payment Procedures section/WC descriptions are to be included in the base bid amount for the respective WC's.
- I. Laux Construction will obtain the general building permit. MEP trades will be responsible for their respective permit and associated fees. All permits are to be obtained from State of Michigan Bureau of Construction Codes.
- J. Bidders are to review the entire set of documents and familiarize themselves with all work category descriptions.
- K. Post bid interviews will be held by the construction manager/LSD/Colliers on January 21, 22, and 23 at times TBD for the apparent low two bidders from each work category. Interviews will be conducted with a virtual, online meeting via Zoom/Teams. Links to these meetings will be provided by the construction manager.
- L. Questions are to be submitted in writing to the Lansing School District via email to <a href="mailto:projects@lansingschools.net">projects@lansingschools.net</a> no later than <a href="mailto:5:00 pm on Friday, January 9, 2026">5:00 pm on Friday, January 9, 2026</a>. Please cc Laux Construction on these emails at <a href="mailto:estimating@lauxconstruction.com">estimating@lauxconstruction.com</a>



#### 1.3 BIDDING DOCUMENTS

- A. Bidders may obtain documents in Adobe PDF format from the following sources:
  - 1. Submit written request to the construction manager via email to <a href="mailto:estimating@lauxconstruction.com">estimating@lauxconstruction.com</a> A link will be provided via Procore.
  - 2. At the website of Lansing School District www.lansingschools.net
  - 3. State of Michigan SIGMA Vendor Self Service website.
  - 4. Builders Exchange of Lansing www.bxlansing.com
  - 5. Builders Exchange of Michigan www.grbx.com
  - 6. Kalamazoo Builders Exchange www.builder-exchange.com

#### 1.4 BIDDER QUALIFICATIONS/OWNER ACCEPTANCE

- A. Bidder may be required to submit a qualification statement, including financial records upon request of the construction manager.
- B. It is the owner's intent to accept the lowest, most responsible bidder; however, Lansing District reserves the right to accept or reject any and all bids that are in the best interest of the district.

#### 1.5 PRE-BID CONFERENCE

- A. Pre-bid conference will be held at <u>3:30 pm local time on Tuesday January 6, 2026,</u> at the project site, located at 333 E. Miller Rd, Lansing, MI 48911.
- B. Bidders and sub-bidders are invited to attend. Attendance is not mandatory, but highly recommended. Bidders will be responsible for any existing site conditions that are visible during the walkthrough.
- C. Representatives of Construction Manager, Lansing School District, and Colliers Engineering and Design will be in attendance.

#### 1.6 EXAMINATION OF PROJECT SITE

A. Examination of the site will be conducted immediately following the pre-bid conference.

#### 1.7 FORM OF TRADE CONTRACTOR/VENDOR AGREEMENT

A. A subcontractor agreement will be issued by Laux Construction (trade contractors). Suppliers will receive a purchase order agreement. See attached examples.

#### 1.8 ALTERNATES AND ALLOWANCES

Refer to Section 01 20 00.01 Price and Payment Procedures for required alternates and allowances.

#### **END OF DOCUMENT**



#### **DOCUMENT 00 30 00 - AVAILABLE PROJECT INFORMATION**

#### 1.1 Documents

- A. Project manual by Laux Construction, dated December 23, 2025.
- B. Drawings by Colliers Engineering and Design, dated November 18, 2025.
- C. ACM Report, dated November 29, 2025

**END OF DOCUMENT** 





#### **DOCUMENT 00 41 00 - BID FORM**

DAT	E				
PROJECT			North Elementary Inter Bid Package #1	ior Renovations	
OWN	NER		Lansing School District		
DES	IGN PI	ROFESSIONAL	Colliers Engineering and	<u>l Design</u>	
BIDE	DER				
WOF	RK CA	TEGORY			
1.1	ACK	NOWLEDGEMEN	ITS		
	A.	Bidder accepts the	ne provisions of Bidding D	ocuments.	
B. Bidder will enter into a contification of acceptance				onstruction Manager for this work within 10 days after	
C. Bidder will complete the Work in accordance with the Bidding Documents prep Construction.				ce with the Bidding Documents prepared by Colliers/La	ux
	D.	Bidder has receive	ved the following Addenda	ı:	
		No	Dated	, 20	
		No	Dated	, 20	
		No	Dated	, 20	
		No	Dated	, 20	
		No	Dated	, 20	
1.2	BID S	SUMS			
	A.	Base Bid: Bidder	will complete the Project	for stipulated sum of: \$	_
		Dollars and 00/1	00		

00 41 00 Bid Form



Lansing School District North Elementary Interior Renovations -BP 1 00 41 00-Bid Form

В	B. Alternate Bids: N/A	
С	C. Unit Prices:	
	Work Category 09B - Flooring	
	Square foot cost to add 1/8" floor leve	eling product in areas receiving new flooring.
	\$/sf	
	Work Category 26A—Electrical	
	Lineal foot cost to add/delete conduit included in the base bid of this work	support, including low voltage, from the 500 lf that is to be category.
	\$/If	
1.3 T	TIME FOR PERFORMANCE OF WORK	
A.	All work is to be completed in order for the scho	pol to be occupied and operational no later than August 21,
1.4 E	MR Ratings:	
A. 2	023	
B. 2	0024	
C. 2	025	
Submitt	ted by:	
Firm Na	ame	Ву
Street A	Address	Signature
City, Sta	ate and Zip Code	Title
Telepho	one	
Bidder i	is a (corporation) (partnership) (sole proprietorsl	nip) (Bidder strike out inapplicable terms)
Corpora	ations affix Corporate Seal	

00 41 00 Bid Form



Otata in collina in a managed of		
State in which incorporated _		

END OF DOCUMENT

00 41 00 Bid Form

LANSING SCHOOL DISTRICT PURCHASING DEPARTMENT 519 W. KALAMAZOO ST., ROOM 200 LANSING MI 48933 (517) 755-3030 FAX (517) 755-3019

#### SUPPLIER/VENDOR APPLICATION

(Please type or print)

PURFR016 - 7/7/08 - Version 5
MARK ONE:
□ New Application
☐ Update
Date:

W-9 form attached? ☐ YES ☐ NO

DUN & BRADSTREET RATING (if available)					
NAME OF COMPANY		FEDERAL ID NUMBER	(OR)	SOCIAL SECURITY NUMBER	
		Submit copy of W-9 form with	annlication		
ADDRESS TO WHICH BIDDING FORMS AN	D PURCHASE ORDE			NO., CITY, STATE, ZIP CODE	
				, , , , , , , , , , , , , , , , , , , ,	
ADDRESS TO WHICH PAYMENTS ARE TO	BE MAILED – STREE	ET NO., CITY, STATE, ZIF	CODE		
PARENT COMPANY AND ADDITIONAL OFF	ICE LOCATIONS IN	MICHIGAN (May attach s	separate sh	eet)	
E-MAIL ADDRESS:		WEB SITE:			
For Purchase orders to be emailed		_			
TYPE OF ORGANIZATION		TELEPHONE #:		<u></u>	
□Individual □Partnership □Corporatio	n	FACSIMILIE #:			
		1 ACCIMILIE #.			
PERSONS TO CONTACT AND THOSE AUTI	HORIZED TO SIGN B	IDS AND CONTRACTS I	N YOUR NA	ME (if agent, so specify)	
Nama	Officia	I Composito		Talambana Na	
Name	Official	Capacity		Telephone No.	
PLEASE LIST ON THE REVERSE SIDE CLAS DESIRE TO BID.	SSES OF EQUIPMEN	IT, SUPPLIES, MATERIAI	_S, AND/OR	SERVICES ON WHICH YOU	
DESIRE TO BID.  □ Do you require a hard copy of verbal order	s? Yes No	Do you accept Proc	urement Ca	rds? Yes No	
☐ Electronic Disk Catalog ☐ Electronic O		Do you accept 100	aromoni oa		
Please complete the following:	<u></u>				
STANDARD PAYMENT TERMS:	PROMPT PAY I	DISCOUNT:	STANDAR	RD DELIVERY TIME:	
		ADJETE DEL OW			
Please list percentage and circle category that		IPLETE BELOW			
Thease list percentage and ende eategory that	аррисэ.				
MINORITY OWNED:% Native-Ameri	can Asian-Pacific Am	erican African-American	Hispanic-An	merican Asian-Indian American	
WOMEN OWNED: % White Native-	American Asian-Pacif	ic American African-Amer	ican Hispar	nic-American	
	WOMEN OWNED:% White Native-American Asian-Pacific American African-American Hispanic-American Asian-Indian American				
DISABLED:	DISABLED:% SMALL BUSINESS: Yes No				
Business located within LANSING SCHOOL District Yes No					
Are you certified? If so, list agencies		Cei	tificate Num	iber:	
SIGNATURE OF PERSON AUTHORIZED TO	SIGN THIS APPLICA	ATION			
NAME AND TITLE OF PERSON SIGNING (PI	ease type or print)				

#### **COMMODITY LIST**

Please place a checkmark  $(\sqrt)$  by the appropriate code and provide a detailed description of the commodities and/or services offered. If the complete NAICS Code is known please include this number in the description area. Website URL address for NAICS is: http://www.census.gov/epcd/www/naics.html

NAICS CODE	DESCRIPTION
11 - Agriculture, Forestry, Fishing and Hunting	
21 – Mining	
22 – Utilities	
23 – Construction	
31-33 – Manufacturing	
42 - Wholesale Trade	
44-45 – Retail Trade	
48-49 - Transportation and Warehousing	
51 - Information	
52 - Finance and Insurance	
53 - Real Estate and Rental and Leasing	
54 - Professional, Scientific and Technical Services	
55 - Management of Companies and Enterprises	
56 - Administrative & Support, Waste Management & Remediation Services	
61 - Educational Services	
62 - Health Care and Social Assistance	
71 - Arts, Entertainment and Recreation	
72 – Accommodation and Foodservices	
81 – Other Services (except Public Administration)	
92 – Public Administration	
99 - Unclassified Establishments	

CATEGORY (Check below the category which applies to the applicant)

☐ (F) Service Establishment

□ (A) Manufacturer or Producer □ (B) Wholesaler □ (C) Retailer □ (D) Mfgr's Agent □ (E) Distributor



#### Committed to Quality

#### **STATEMENT OF NO BID**

NOTE: IF YOU DO NOT INTEND TO BID, PLEAS	SE RETURN THIS FORM ONLY TO:
Lansing School District 519 W KALAMAZOO ST LANSING, MI 48933	BID NO: #
PHONE: 517-755-3030 FAX: 517-755-3019	
We, the undersigned, have declined to bid on the reasons:	above noted bid for the following
Insufficient time to respond to the invitatio	n to Bid.
Request for Proposal I unclear.	
Do not offer this product or service.	
Our schedule will not permit us to perform	1.
Unable to meet the specifications	
Specifications are unclear (Please explain	n below)
Remove us from your Bidder Mailing List	
Other ( Please specify below)	
REMARKS:	
Company Name:	

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

#### **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

# Lansing School District Certificate of Intent to Comply with "NON-DISCRIMINATION IN EMPLOYMENT" POLICY

I have read Lansing School District's Policy #3122, including paragraph #13 and hereby state my intent to comply with the terms and conditions contained therein. Further I agree to furnish the Michigan Civil Rights Commission with such data and records concerning employment as may be requested by that agency in determining compliance with the policy.

Signed:		
Title:		
Company:		
Date:		

Print or type name of Contact Person:

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Book Policy Manual

Section 3000 Professional Staff

Title NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

Code po3122

Status Active

Adopted November 1, 2016

Last Revised March 8, 2021

#### 3122 - NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

The Board of Education does not discriminate on the basis of race, color, national origin, sex, (including sexual orientation and transgender identity), disability, age, religion, height, weight, marital or family status, military status, ancestry, genetic information or any other legally protected category, (collectively, "Protected Classes"), in its programs and activities, including employment opportunities.

#### **District Compliance Officers**

The Board designates the following individuals to serve as the District's "Compliance Officers" (also known as "Civil Rights Coordinator") (hereinafter referred to as the "COs").

Samuel Sinicropi Superintendent 519 W. Kalamazoo St. Lansing, MI 48933 517-755-1010 sam.sinicropi@lansingschools.net

The names, titles, and contact information of these individuals will be published annually:

- A. in the parent/student and staff handbooks.
- B. in the School District Annual Report to the public.
- C. on the School District's web site.
- D. on each individual school's web site.
- E. in all appropriate new hire documents.

The COs are responsible for coordinating the District's efforts to comply with applicable Federal and State laws and regulations, including the District's duty to address in a prompt and equitable manner any inquiries or complaints regarding discrimination, retaliation or denial of equal access. The COs shall also verify that proper notice of nondiscrimination for Title II, of the Americans with Disabilities Act (as amended), Title VI and Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendment Act of 1972, and Section 504 of the Rehabilitation Act of 1973 (as amended), and the Age Discrimination in Employment Act of 1975 is provided to staff members, and the general public. Any sections of the District's collective bargaining agreements dealing with hiring, promotion, and tenure need to

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contain a statement of nondiscrimination similar to that in the Board's statement above. In addition, any gender-specific terms should be eliminated from such contracts. A copy of each of the Acts and regulations on which this notice is based may be found in the CO's office.

#### **Reports and Complaints of Unlawful Discrimination and Retaliation**

Employees are encouraged to promptly report incidents of unlawful discrimination and/or retaliation to an administrator, supervisor, or other District-level official so that the Board may address the conduct. Any administrator, supervisor, or other District-level employee or official who receives such a complaint shall file it with the CO within two (2) school days.

Employees who believe they have been unlawfully discriminated/retaliated against are entitled to utilize the complaint process set forth below. Initiating a complaint, whether formally or informally, will not adversely affect the complaining individual's employment. While there are no time limits for initiating complaints under this policy, individuals should make every effort to file a complaint as soon as possible after the conduct occurs while the facts are known and potential witnesses are available.

The COs will be available during regular school/work hours to discuss concerns related to unlawful discrimination/retaliation. COs shall accept complaints of unlawful discrimination/retaliation directly from any member of the School District community or a visitor to the District, or receive complaints that are initially filed with a school building administrator. Upon receipt of a complaint, either directly or through a school building administrator, a CO will begin either an informal or formal process (depending on the request of the person alleging the discrimination/retaliation or the nature of the alleged discrimination/retaliation), or the CO will designate a specific individual to conduct such a process. The CO will provide a copy of this policy to any person who files a complaint. In the case of a formal complaint, the CO will prepare recommendations for the Superintendent or oversee the preparation of such recommendations by a designee. All members of the School District community must report incidents of discrimination/retaliation that are reported to them to the CO within two (2) business days of learning of the incident/conduct.

Any Board employee who directly observes unlawful discrimination/retaliation is obligated, in accordance with this policy, to report such observations to one of the COs within two (2) business days. Additionally, any Board employee who observes an act of unlawful discrimination/retaliation is expected to intervene to stop the misconduct, unless circumstances make such an intervention dangerous, in which case the staff member should immediately notify other Board employees and/or local law enforcement officials, as necessary, to stop the misconduct. Thereafter, the CO or designee must contact the employee within two (2) business days to advise him/her of the Board's intent to investigate the alleged wrongdoing.

#### Investigation and Complaint Procedure (See Form 3122 F2)

Any employee who believes that s/he has been subjected to unlawful discrimination or retaliation may seek resolution of his/her complaint through the procedures described below. The formal complaint procedures involve an investigation of the individual's claims and a process for rendering a decision regarding whether the charges are substantiated.

Due to the sensitivity surrounding complaints of unlawful discrimination or retaliation, timelines are flexible for initiating the complaint process; however, individuals should make every effort to file a complaint within thirty (30) calendar days after the conduct occurs. Once the formal complaint process is begun, the investigation will be completed in a timely manner (ordinarily, within fifteen (15) business days of the complaint being received).

The procedures set forth below are not intended to interfere with the rights of any individual to pursue a complaint of unlawful discrimination or retaliation with the United States Department of Education Office for Civil Rights or Equal Employment Opportunity Commission ("EEOC").

#### **Informal Complaint Procedure**

The goal of the informal complaint procedure is to quickly stop inappropriate behavior and facilitate resolution through an informal means, if possible. The informal complaint procedure is provided as a less formal option for an employee who believes s/he has been unlawfully discriminated or retaliated against. This informal procedure is not required as a precursor to the filing of a formal complaint. The informal process is only available in those circumstances where the parties (the alleged target of the discrimination/retaliation and individual(s) alleged to have engaged in the discrimination) agree to participate in it.

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Employees who believe that they have been unlawfully discriminated/retaliated against may proceed immediately to the formal complaint process and individuals who seek resolution through the informal procedure may request that the informal process be terminated at any time to move to the formal complaint process.

All complaints involving a District employee or any other adult member of the School District community against a student will be formally investigated.

As an initial course of action, if an individual feels that s/he is being unlawfully discriminated/retaliated against and s/he is able and feels safe doing so, the individual should tell or otherwise inform the person who engaged in the allegedly discriminatory/retaliatory conduct that it is inappropriate and must stop. The complaining individual should address the alleged misconduct as soon after it occurs as possible. The COs are available to support and counsel individuals when taking this initial step or to intervene on behalf of the individual if requested to do so. An individual who is uncomfortable or unwilling to inform the person who allegedly engaged in the unlawful misconduct of his/her concerns is not prohibited from otherwise filing an informal or a formal complaint. In addition, with regard to certain types of unlawful discrimination, such as sexual discrimination, the CO may advise against the use of the informal complaint process.

An individual who believes s/he has been unlawfully discriminated/retaliated against may make an informal complaint, either orally or in writing: (1) to a building administrator; (2) directly to one of the COs; and/or (3) to the Superintendent or other District-level employee.

All informal complaints must be reported to one of the COs who will either facilitate an informal resolution as described below, or appoint another individual to facilitate an informal resolution.

The School District's informal complaint procedure is designed to provide employees who believe they are being unlawfully discriminated/retaliated against with a range of options aimed at bringing about a prompt resolution of their concerns. Depending upon the nature of the complaint and the wishes of the individual claiming unlawful discrimination/retaliation, informal resolution may involve, but not be limited to, one or more of the following:

- A. Advising the individual about how to communicate his/her concern to the person who allegedly engaged in the discriminatory/retaliatory behavior.
- B. Distributing a copy of Policy 3122 Non-Discrimination as a reminder to the individuals in the school building or office where the individual whose behavior is being questioned works.
- C. If both parties agree, the CO may arrange and facilitate a meeting between the individual claiming discrimination/retaliation and the individual accused of engaging in the misconduct to work out a mutual resolution.

While there are no set time limits within which an informal complaint must be resolved, the CO or designee will exercise his/her authority to attempt to resolve all informal complaints within fifteen (15) business days of receiving the informal complaint. Parties who are dissatisfied with the results of the informal complaint process may proceed to file a formal complaint. And, as stated above, parties may request that the informal process be terminated at any time to move to the formal complaint process.

#### **Formal Complaint Procedure**

If a complaint is not resolved through the informal complaint process, if one of the parties requested that the informal complaint process be terminated to move to the formal complaint process, or if the individual elects to file a formal complaint initially, the formal complaint process shall be implemented.

An individual who believes s/he has been subjected to unlawful discrimination/retaliation (hereinafter referred to as the "Complainant"), may file a formal complaint, either orally or in writing, with a Principal, the CO, Superintendent, or other District-level employee. Due to the sensitivity surrounding complaints of unlawful discrimination and retaliation, timelines are flexible for initiating the complaint process; however, individuals should make every effort to file a complaint within thirty (30) calendar days after the conduct occurs. If a Complainant informs a Principal, Superintendent, or other District-level employee, either orally or in writing, about any complaint of discrimination or retaliation, that employee must report such information to the CO within two (2) business days.

Throughout the course of the process, the CO should keep the parties informed of the status of the investigation and the decision-making process.

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All formal complaints must include the following information to the extent it is available: the identity of the individual believed to have engaged in, or be engaging in; the discriminatory/retaliatory conduct; a detailed description of the facts upon which the complaint is based; a list of potential witnesses; and the resolution sought by the Complainant.

If the Complainant is unwilling or unable to provide a written statement including the information set forth above, the CO shall ask for such details in an oral interview. Thereafter, the CO will prepare a written summary of the oral interview, and the Complainant will be asked to verify the accuracy of the reported charge by signing the document.

Upon receiving a formal complaint, the CO will consider whether any action should be taken in the investigatory phase to protect the Complainant from further discrimination or retaliation, including, but not limited to, a change of work assignment or schedule for the Complainant and/or the person who allegedly engaged in the misconduct. In making such a determination, the CO should consult the

Complainant to assess his/her agreement to the proposed action. If the Complainant is unwilling to consent to the proposed change, the CO may still take whatever actions s/he deem appropriate in consultation with the Superintendent.

Within two (2) business days of receiving the complaint, the CO or designee will initiate a formal investigation to determine whether the Complainant has been subjected to unlawful discrimination/retaliation.

Simultaneously, the CO will inform the individual alleged to have engaged in the discriminatory or retaliatory conduct (hereinafter referred to as the "Respondent"), that a complaint has been received. The Respondent will be informed about the nature of the allegations and provided with a copy of any relevant policies and/or administrative guidelines, including Policy 3122 - Non- Discrimination. The Respondent must also be informed of the opportunity to submit a written response to the complaint within five (5) business days.

Although certain cases may require additional time, the CO or a designee will attempt to complete an investigation into the allegations of discrimination/retaliation within fifteen (15) business days of receiving the formal complaint. The investigation will include:

- A. interviews with the Complainant;
- B. interviews with the Respondent;
- C. interviews with any other witnesses who may reasonably be expected to have any information relevant to the allegations;
- D. consideration of any documentation or other information presented by the Complainant, Respondent, or any other witness that is reasonably believed to be relevant to the allegations.

At the conclusion of the investigation, the CO or the designee shall prepare and deliver a written report to the Superintendent that summarizes the evidence gathered during the investigation and provide recommendations based on the evidence and the definition of unlawful discrimination/retaliation as provided in Board policy and State and Federal law as to whether the Complainant has been subjected to unlawful discrimination/retaliation. The CO's recommendations must be based upon the totality of the circumstances. In determining if discrimination or retaliation occurred, a preponderance of evidence standard will be used. The CO may consult with the Board's legal counsel, with permission of the Superintendent, before finalizing the report to the Superintendent.

Absent extenuating circumstances, within five (5) business days of receiving the report of the CO or the designee, the Superintendent must either issue a final decision regarding whether the charges have been substantiated or request further investigation. A copy of the Superintendent's final decision will be delivered to both the Complainant and the Respondent.

If the Superintendent requests additional investigation, the Superintendent must specify the additional information that is to be gathered, and such additional investigation must be completed within five (5) business days. At the conclusion of the additional investigation, the Superintendent must issue a final written decision as described above.

If the Superintendent determines the Complainant was subjected to unlawful discrimination/retaliation, s/he must identify what corrective action will be taken to stop, remedy, and prevent the recurrence of the

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discrimination/retaliation. The corrective action should be reasonable, timely, age-appropriate and effective, and tailored to the specific situation.

The decision of the Superintendent shall be final.

The Board reserves the right to investigate and resolve a complaint or report of unlawful discrimination/retaliation regardless of whether the employee alleging the misconduct pursues the complaint. The Board also reserves the right to have the formal complaint investigation conducted by an external person in accordance with this policy or in such other manner as deemed appropriate by the Board or its designee.

The right of a person to a prompt and equitable resolution of the complaint shall not be impaired by the person's pursuit of other remedies such as the filing of a complaint with the Office for Civil Rights or the filing of a court case. Use of this internal complaint procedure is not a prerequisite to the pursuit of other remedies.

#### **Privacy/Confidentiality**

The School District will employ all reasonable efforts to protect the rights of the Complainant, the Respondent(s), and the witnesses as much as possible, consistent with the Board's legal obligations to investigate, to take appropriate action, and to conform with any discovery or disclosure obligations. All records generated under the terms of this policy shall be maintained as confidential to the extent permitted by law. Confidentiality, however, cannot be guaranteed. All Complainants proceeding through the formal investigation process will be advised that their identities may be disclosed to the Respondent(s).

During the course of a formal investigation, the CO or designee will instruct each person who is interviewed about the importance of maintaining confidentiality. Any individual who is interviewed as part of an investigation is expected not to disclose to third parties any information that s/he learns and/or provides during the course of the investigation.

#### **Sanctions and Monitoring**

The Board shall vigorously enforce its prohibitions against unlawful discrimination by taking appropriate action reasonably calculated to stop and prevent further misconduct. While observing the principles of due process, a violation of this policy may result in disciplinary action up to and including the discharge of an employee. All disciplinary action will be taken in accordance with applicable State law and the terms of the relevant collective bargaining agreement(s). When imposing discipline, the Superintendent shall consider the totality of the circumstances involved in the matter. In those cases where unlawful discrimination/retaliation is not substantiated, the Board may consider whether the alleged conduct nevertheless warrants discipline in accordance with other Board policies, consistent with the terms of the relevant collective bargaining agreement(s).

Where the Board becomes aware that a prior remedial action has been taken against an employee, all subsequent sanctions imposed by the Board and/or Superintendent shall be reasonably calculated to end such conduct, prevent its recurrence, and remedy its effect.

#### Retaliation

Retaliation against a person who makes a report or files a complaint alleging unlawful discrimination/retaliation, or participates as a witness in an investigation is prohibited. Specifically, the Board will not retaliate against, coerce, intimidate, threaten or interfere with any individual because the person opposed any act or practice made unlawful by any Federal or State civil rights law, or because that individual made a charge, testified, assisted or participated in any manner in an investigation, proceeding, or hearing under those laws, or because that individual exercised, enjoyed, aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by those laws.

#### **Education and Training**

In support of this policy, the Board promotes preventative educational measures to create greater awareness of unlawful discriminatory practices. The Superintendent or designee shall provide appropriate information to all members of the School District community related to the implementation of this policy and shall provide training for District students and staff where appropriate. All training, as well as all information provided regarding the Board's policy and discrimination in general, will be age and content appropriate.

#### **Retention of Investigatory Records and Materials**

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All individuals charged with conducting investigations under this policy shall retain all documents, electronically stored information ("ESI"), and electronic media (as defined in Policy 8315) created and/or received as part of an investigation, which may include but not be limited to:

- A. all written reports/allegations/complaints/grievances/statements/responses pertaining to an alleged violation of this policy;
- B. any narratives that memorialize oral reports/allegations/ complaints/grievances/statements/responses pertaining to an alleged violation of this policy;
- C. any documentation that memorializes the actions taken by District personnel related to the investigation and/or the District's response to the alleged violation of this policy;
- D. written witness statements;
- E. narratives, notes from, or audio, video, or digital recordings of witness interviews/statements;
- F. e-mails, texts, or social media posts that directly relate to or constitute evidence pertaining to an alleged violation of this policy (i.e., not after-the-fact commentary about or media coverage of the incident);
- G. notes or summaries prepared contemporaneously by the investigator in whatever form made (e.g., handwritten, keyed into a computer or tablet, etc.), but not including transitory notes whose content is otherwise memorialized in other documents;
- H. written disciplinary sanctions issued to students or employees and other documentation that memorializes oral disciplinary sanctions issued to students or employees for violations of this policy;
- I. dated written determinations/reports (including summaries of relevant exculpatory and inculpatory evidence) and other documentation that memorializes oral notifications to the parties concerning the outcome of the investigation, including any consequences imposed as a result of a violation of this policy;
- J. documentation of any interim measures offered and/or provided to complainants and/or the alleged perpetrators, including no-contact orders issued to both parties, the dates the no-contact orders were issued, and the dates the parties acknowledged receipt of the no-contact orders;
- K. documentation of all actions taken, both individual and systemic, to stop the discrimination or harassment, prevent its recurrence, eliminate any hostile environment, and remedy its discriminatory effects;
- L. copies of the Board policy and/or procedures/guidelines used by the District to conduct the investigation, and any documents used by the District at the time of the alleged violation to communicate the Board's expectations to students and staff with respect to the subject of this policy (e.g., Student and/or Employee Handbooks or Codes of Conduct);
- M. copies of any documentation that memorializes any formal or informal resolutions to the alleged discrimination or harassment;
- N. documentation of any training provided to District personnel related to this policy, including but not limited to, notification of the prohibitions and expectations of staff set forth in this policy and the role and responsibility of all District personnel involved in enforcing this policy, including their duty to report alleged violations of this policy and/or conducting an investigation of an alleged violation of this policy.

The documents, ESI, and electronic media (as defined in Policy 8315) retained may include public records and records exempt from disclosure under Federal (e.g., FERPA, ADA) and/or State law (e.g., R.C. 3319.321) – e.g., student records and confidential medical records.

The documents, ESI, and electronic media (as defined in Policy 8315) created or received as part of an investigation shall be retained in accordance with Policy 8310, Policy 8315, Policy 8320, and Policy 8330 for not less than three (3) years, but longer if required by the District's records retention schedule.

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#### T.C. 3/8/21

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Legal

M.C.L. 37.2101 et seq., 37.1101 et seq.

Fourteenth Amendment, U.S. Constitution

20 U.S.C. Section 1681, Title IX of Education Amendment Act

20 U.S.C. Section 1701 et seq., Equal Educational Opportunities Act of 1974

20 U.S.C. Section 7905, Boy Scouts of America Equal Access Act

42 U.S.C. 6101 et seq., Age Discrimination Act of 1975

42 U.S.C. 12101 et seq., The Americans with Disabilities Act of 1990, as amended

34 C.F.R. Part 110 (7/27/93)

42 U.S.C. 2000ff et seq., The Genetic Information Nondiscrimination Act

42 U.S.C. 2000e et seq., Civil Rights Act of 1964

29 U.S.C. 701 et seq., Rehabilitation Act of 1973 as amended

29 C.F.R. Part 1635

#### **AFFIDAVIT OF BIDDER - NON-COLLUSION**

Lansing School District
AFFIDAVIT OF BIDDER
SWORN STATEMENT
"Non-Collusion"

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 auth	norized 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 Commi	ission expires:
Telephone number:	

DATE:

#### 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:	 	 
Ву:		
Dated:		
Name:		
	 	 <del></del>
Title:		

Act No. 517
Public Acts of 2012
Approved by the Governor
December 28, 2012
Filed with the Secretary of State

December 28, 2012

EFFECTIVE DATE: April 1, 2013

#### STATE OF MICHIGAN 96TH LEGISLATURE REGULAR SESSION OF 2012

Introduced by Senators Kahn, Marleau, Brandenburg, Anderson, Green and Booher

#### ENROLLED SENATE BILL No. 1024

AN ACT to prohibit persons who have certain economic relationships with Iran from submitting bids on requests for proposals with this state, political subdivisions of this state, and other public entities; to require bidders for certain public contracts to submit certification of eligibility with the bid; to require reports; and to provide for sanctions for false certification.

The People of the State of Michigan enact:

Sec. 1. This act shall be known and may be cited as the "Iran economic sanctions act".

Sec. 2. As used in this act:

- (a) "Energy sector of Iran" means activities to develop petroleum or natural gas resources or nuclear power in Iran.
- (b) "Investment" means 1 or more of the following:
- (i) A commitment or contribution of funds or property.
- (ii) A loan or other extension of credit.
- (iii) The entry into or renewal of a contract for goods or services.
- (c) "Investment activity" means 1 or more of the following:
- A person who has an investment of \$20,000,000.00 or more in the energy sector of Iran.
- (ii) A financial institution that extends \$20,000,000.00 or more in credit to another person, for 45 days or more, if that person will use the credit for investment in the energy sector of Iran.
  - (d) "Iran" means any agency or instrumentality of Iran.
  - (e) "Iran linked business" means either of the following:
- (i) A person engaging in investment activities in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran.
- (ii) A financial institution that extends credit to another person, if that person will use the credit to engage in investment activities in the energy sector of Iran.
  - (f) "Person" means any of the following:
- (i) An individual, corporation, company, limited liability company, business association, partnership, society, trust, or any other nongovernmental entity, organization, or group.
- (ii) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in section 1701(c)(3) of the international financial institutional act, 22 USC 262r(c)(3).

- (iii) Any successor, subunit, parent company, or subsidiary of, or company under common ownership or control with, any entity described in subparagraph (i) or (ii).
- (g) "Public entity" means this state or an agency or authority of this state, school district, community college district, intermediate school district, city, village, township, county, public authority, or public airport authority.
- Sec. 3. (1) Beginning April 1, 2013, an Iran linked business is not eligible to submit a bid on a request for proposal with a public entity.
- (2) Beginning April 1, 2013, a public entity shall require a person that submits a bid on a request for proposal with the public entity to certify that it is not an Iran linked business.
- Sec. 4. If a public entity determines, using credible information available to the public, that a person has submitted a false certification under section 3(2), the public entity shall provide the person with written notice of its determination and of the intent not to enter into or renew a contract with the person. The notice shall include information on how to contest the determination and specify that the person may become eligible for a future contract with the public entity if the person ceases the activities that cause it to be an Iran linked business. The person shall have 90 days following receipt of the notice to respond in writing and to demonstrate that the determination of false certification was made in error. If a person does not make that demonstration within 90 days after receipt of the notice, the public entity may terminate any existing contract and shall report the name of the person to the attorney general together with information supporting the determination.
- Sec. 5. The attorney general may bring a civil action against any person reported under section 4. If a civil action results in a finding that the person submitted a false certification, the person 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 public entity's investigation, and reasonable attorney fees, in addition to the fine. A person who submitted a false certification shall be ineligible to bid on a request for proposal for 3 years from the date the public entity determines that the person has submitted the false certification.
- Sec. 6. The provisions of this act are effective only if Iran is a state sponsor of terror as defined under section 2 of the divestment from terror act, 2008 PA 234, MCL 129.292.

Enacting section 1. This act takes effect April 1, 2013.

This act is ordered to take immediate effect.

Secretary of the Senate

Clerk of the House of Representatives

#### **LEGAL STATUS OF BIDDER**

Firm Name:

#### CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER

RESPONSIBILITY MATTERS. The Vendor and/or Bidder certifies to the best of its knowledge and belief that it and its principals: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; Have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offences enumerated above in this certification; and Have not within a three-year period preceding this agreement had one or more public transactions (Federal, State, or local) terminated for cause or default; is not now or has been, within a three-year period preceding this date, been listed on the Excluded Parties List System website (EPLS).

Vendor/contractor will notify the Lansing School District Purchasing Office immediately upon becoming suspended or debarred if there is any current or ongoing contract or agreement in place between the district and the vendor/contractor.

Address:	
Phone & E-mail:	
Name, title a execute con	and signature of individual duly authorized to tracts:
The Owner, Principal, information provided within	or Corporate Office of the responding firm is also attesting that all the n this response is true.
Name:	
Title:	
Signature:	
A Corporation or	rganized and existing under the laws of the
State of	

#### General Conditions and Instructions to Bidders

 Proposals shall be submitted on forms furnished by the owner. The proposal shall be in accordance with the specifications listed, which are available at the Lansing School District Purchasing Office.

Any variance from the specifications shall be fully explained in writing by the bidder and all prices quoted shall be on a unit price basis.

#### 2. MAILING OF PROPOSALS:

Proposals shall be mailed in an opaque, sealed envelope and shall be clearly marked describing the project upon which the bid is made.

 No oral, telegraphic facsimile, or electronic mail proposals or modifications will be considered.

#### 4 WITHDRAWAL OF BIDS:

Any bidder may withdraw their bid at any time prior to the scheduled time of opening the bids upon the presentation of proper identification. After the opening of the bids, no proposal shall be withdrawn for a period of ninety (90) days.

#### 5. PROPOSAL FORMS AND SIGNATURES:

Proposals shall be made on the proper forms provided by the owner. All spaces shall be properly filled in with ink or typewriter. The signatures shall be in longhand in ink by an authorized representative.

#### 6. **BRANDS**:

The naming of a manufacturer, brand or model number shall not be considered as excluding other brands or models. Specifically, similar products with comparable construction, material and workmanship shall be considered as equal. However, the Board of Education of the Lansing School District shall evaluate the merits of all bids submitted and reserves the right to accept or reject any or all bids.

It is the intent of the attached specifications to define the minimum quality of equipment acceptable. The product lines of nationally recognized manufacturers who regularly advertise, promote and distribute catalog products to the school market are required.

#### 7. SAMPLES:

Samples shall be submitted upon request at the expense of each bidder. Theses samples will be retained as control items until the completion of the delivery and installation.

#### 8. AGENDA:

Any modifications of contract documents will be issued in the form of an addendum.

All addenda issued during the bidding time shall become part of the specifications. A copy of the addendum shall be sent to all bidders. No verbal statements by the owner shall be considered as authoritative. No request for explanations can be processed within four (4) days immediately prior to the bid opening date.

#### 9. VARIATIONS FROM MATERIALS SPECIFED:

All variations form the specified material or equipment shall be fully explained and included with the bid.

Manufacturer numbers shall be used in all cases.

#### 10. ROYALATIES AND PATENTS:

The contract shall pay for all royalties and patents, and shall defend all suits for claims or infringements on patent rights and save the owner harmless from loss on account thereof.

#### 11. CLEAN-UP:

The contractor shall at all times, keep the premises free from accumulations of waste materials or same caused by the work; and upon completing the work, shall remove all work related rubbish from and about the building and shall leave the work broom clean, or it equivalent. In the case of dispute, the owner may remove the rubbish and charge the cost to the contractor, as the owner shall determine.

#### 12. FEDERAL, STATE AND MUNICIPAL TAXES:

Each proposal submitted shall include, and the contractor shall pay, all taxed which are levied by the Federal, State and Municipal Governments, on labor, and for materials entering into the work. The owner reserves the right to require evident of payment of such taxes prior to final payment. The school district is exempt from Federal Excise Tax.

#### General Conditions and Instructions to Bidders

#### 13. QUALIFICATIONS OF BIDDERS:

The owner may request any or all bidders to submit any of the following information before the award of the contracts.

- A. A bidder's performance record
- B. The address and description of bidder's equipment, plant or permanent place of business.
- C. An itemized list of the bidder's equipment, plant and personnel.
- D. A bidder's financial statement.
- E. A description of any project which the bidder has completed.
- F. Such additional information as will satisfy the owner that the bidder is adequately prepared to fulfill the contract.
- G. Description of work which will be done simultaneously with the owner's project.

#### 14. NOTICE OF AWARD:

The contracts shall be deemed as having been awarded when the formal notice of acceptance of their proposal has been duly served upon the intended awardees (normally by purchase order) by some officer of agent of the owner duly authorized to give such notice.

#### 15. GUARANTEE:

Each contract shall furnish the owner a written guarantee running for one (1) year, or longer as required herein, after the final payment covering all work in the contract. Any defects in workmanship or materials for which a claim is submitted within this period shall be corrected.

#### 16. **DOCUMENTS**:

The Proposals submitted shall be based upon the specifications contained herein.

#### 17. RIGHTS OF ACCEPTANCE OR REJECTION:

The Board of Education of the Lansing School District reserves the right to reject any or all bids in whole or in part and to accept the bid or portion of bid that, in their opinion, best serves the interest of the School District.

18. Contractors and subcontractors are required not to discriminated against any employee or applicant for employment, to be employed in the performance of this contract, with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, national origin, or ancestry or also because of age or sex, except based on a bonafide occupational qualification. Breach of this covenant of purchasing agreement as provided in the Michigan Fair Employment Practices Act and may be processed there under. See Policy 6320.



# BOARD OF EDUCATION LANSING SCHOOL DISTRICT

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#### **PURCHASING**

Procurement of all supplies, materials, equipment, and services paid for from District funds shall be made in accordance with all applicable Federal and State statutes, Board policies, and administrative procedures. Standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts are established in Policy 1130, Policy 3110, and Policy 4110 – Conflict of Interest.

All procurement transactions shall be conducted in a manner that encourages full and open competition and in accordance with good administrative practice and sound business judgement.

Each year the State of Michigan informs the School of the legal amount for purchases which require a formal bidding process of a single item.

It is the policy of the Board that the Superintendent adhere to the following:

- A. Seek informal price quotations on purchases in excess of \$3,000.
- B. When the purchase of, and contract for, single items of supplies, materials, or equipment is less than the amount allowed by State statute, but exceeds \$10,000 the Superintendent shall whenever possible, require three (3) competitive price quotations.

Purchases in a single transaction that are in excess of the dollar amount permitted by State statute shall require competitive bids and, whenever possible, have at least three (3) such bids for substantiation of purchase and shall require approval of the Board prior to purchase.

# policy

# BOARD OF EDUCATION LANSING SCHOOL DISTRICT

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#### **Competitive Bids**

Competitive bids are not required for items purchased through the cooperative bulk purchasing program operated by the Michigan Department of Management and Budget pursuant to M.C.L. 18.1263.

Competitive bids are not required for food purchases, unless food purchased in a single transaction costs \$100,000 or more.

When food purchased in a single transaction exceeds \$100,000, the Superintendent shall, whenever possible, require three (3) competitive price quotations.

Bids shall be sealed and shall be opened by the Director of Purchasing in the presence of at least one (1) witness. All orders or contracts should be awarded to the lowest responsible bidder; however, consideration can be given to:

- A. the quality of the item(s) to be supplied;
- B. its conformity with specifications;
- C. suitability to the requirements of the school;
- D. delivery terms;
- E. past performance of vendor.

In addition to the factors above, the Board may consider and provide a preference to bidders

- A. which use a Michigan-based business as the primary contractor.
- B. which use one (1) or more Michigan-based business as subcontractors.



## BOARD OF EDUCATION LANSING SCHOOL DISTRICT

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For purposes of this preference a Michigan-based business means a business that would qualify for a Michigan preference for procurement contracts under M.C.L. 18.1268, which requires that the businesses certify that since inception or during the last twelve (12) months it has done one of the following:

- A. have filed a Michigan business tax return showing an allocation of income tax base to Michigan
- B. have filed a Michigan income tax return showing income generated in or attributed to Michigan
- C. withheld Michigan income tax from compensation paid to the bidder's owners and remitted the tax to the Michigan Department of Treasury

This preference shall not apply to any procurement or project using Federal funds, nor shall it be used if it would violate any Federal law or requirements.

The Board reserves the right to reject any and all bids.

Contracts may be awarded by the Superintendent without Board approval for any single item or group of identical items costing less than the dollar amount permitted by State Statute. All other contracts require Board approval prior to purchase.

#### **Bid Protest**

A bidder who wishes to file a bid protest must file such notice and follow procedures prescribed by the Request For Proposals (RFP) or the individual bid specifications package, for resolution. Bid protests must be filed in writing with the Office of the Superintendent within seventy-two (72) hours of the opening of the bids in protest.

Within five (5) days of receipt of a protest, the Superintendent shall review the protest as submitted and render a decision regarding the merits of the protest and any impact on the acceptance and rejection of bids submitted. Notice of the filing of a bid protest shall be communicated to the Board and shall be so noted in any subsequent recommendation for the acceptance of bids and awarding of contracts.

Failure to file a notice of intent to protest, or failure to file a formal written protest within the time prescribed, shall constitute a waiver of proceedings.



## BOARD OF EDUCATION LANSING SCHOOL DISTRICT

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General Provisions

The Superintendent is authorized to purchase all items within budget allocations.

The Board should be advised, for prior approval, of all purchases of equipment, materials, and services when the purchase

- A. was not contemplated during the budgeting process.
- B. exceeds the previously Board approved amount by ten percent (10%).

The Superintendent is authorized to make emergency purchases, without prior approval, of those goods and/or services needed to keep the school in operation. Such purchases shall be brought to the Board's attention at the next regular meeting.

In order to promote efficiency and economy in the operation of the school, the Board requires that the Superintendent periodically estimate requirements for standard items or classes of items and make quantity purchases on a bid basis to procure the lowest cost consistent with good quality.

Whenever storage facilities or other conditions make it impractical to receive total delivery at any one time, the total quantity to be shipped but with staggered delivery dates, shall be made a part of the bid specifications.

Before placing a purchase order, the Superintendent shall check as to whether the proposed purchase is subject to bid, whether sufficient funds exist in the budget, and whether the material might be available elsewhere in the school. All purchase orders shall be numbered consecutively.

# policy

## BOARD OF EDUCATION LANSING SCHOOL DISTRICT

FINANCES 6320/page 5 of 5

The Superintendent shall determine the amount of purchase which shall be allowed without a properly signed purchase order. Employees may be held personally responsible for anything purchased without a properly signed purchase order or authorization.

The Board may acquire office equipment as defined in law by lease, by installment payments, by entering into lease-purchase agreements, or by lease with an option to purchase, provided the contract sets forth the terms of such a purchase.

#### Procurement – Federal Grants

The Superintendent shall maintain a procurement and contract administration system in accordance with the USDOE requirements (34 CFR 80.36) for the administration and management of Federal grants and federally-funded programs. The District shall maintain a compliance system that requires contractors to perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders. Except as otherwise noted, procurement transactions shall conform to the provisions of this policy and administrative guidelines (AG 6320).

M.C.L. 380.1267, 380.1274 et seq.

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# BOARD OF EDUCATION LANSING SCHOOL DISTRICT

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#### NEW SCHOOL CONSTRUCTION, RENOVATION

Before beginning construction of a new school building, or an addition, repair or renovation of an existing school building, except emergency repairs, the Board of Education, shall obtain competitive bids on all the material and labor required for the complete construction of a proposed new building or addition to or repair or renovation of an existing school building which exceeds the State statutory limit.

This policy does not apply to buildings, renovations, or repairs costing less than the statutory limit or to repair work normally performed by District employees.

The Board shall advertise for the bids required under subsection:

- A. By placing an advertisement for bids at least once in a newspaper of general circulation in the area where the building or addition is to be constructed or where the repair or renovation of an existing building is to take place and by posting an advertisement for bids for at least two (2) weeks on the Department of Management and Budget website on a page on the website maintained for this purpose or on a website maintained by a school organization and designated by the Department of Management and Budget for this purpose.
- B. By submitting the request for bids for placement on the Michigan Department of Management and Budget's website for school organizations, including a link to the District's website.
- C. The advertisement for bids shall do all of the following:
  - 1. specify the date and time by which all bids must be received by the Board at a designated location;
  - 2. state that the Board will not consider or accept a bid received after the date and time specified for bid submission;
  - 3. identify the time, date, and place of a public meeting at which the Board or its designee will open and read aloud each bid received by the Board by the date and time specified in advertisement;

# policy

# BOARD OF EDUCATION LANSING SCHOOL DISTRICT

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- 4. state that the bid shall be accompanied by a sworn and notarized statement disclosing any familial relationship that exists between the owner or any employee of the bidder and any member of the Board or the Superintendent of the District. A Board shall not accept a bid that does not include this sworn and notarized disclosure statement.
- D. The Board shall require each bidder for a contract under this policy, to file with the Board security in an amount not less than 1/20 of the amount of the bid conditioned to secure the District from loss or damage by reason of the withdrawal of the bid or by the failure of the bidder to enter a contract for performance, if the bid is accepted by the Board.
- E. The Board shall not open, consider, or accept a bid that the Board receives after the date and time specified for bid submission in the advertisement for bids as described in subsection C of this policy.
- F. At a public meeting identified in the advertisement for bids described in subsection C of this policy, the Board or its designee shall open and read aloud each bid that the Board received at or before the time and date for bid submission specified in the advertisement for bids. The Board may reject any or all bids, and if all bids are rejected, shall readvertise in the manner required by this policy.

The Board may consider and provide a preference to bidders:

- 1. which use a Michigan-based business as the primary contractor.
- 2. which use one (1) or more Michigan-based business(es) as subcontractors.

# policy

# BOARD OF EDUCATION LANSING SCHOOL DISTRICT

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For purposes of this preference a Michigan-based business means a business that would qualify for a Michigan preference for procurement contracts under M.C.L. 18.1268, which requires that the businesses certify that since inception or during the last twelve (12) months it has done one of the following:

- 1. have filed a Michigan business tax return showing an allocation of income tax base to Michigan
- 2. have filed a Michigan income tax return showing income generated in or attributed to Michigan
- 3. withheld Michigan income tax from compensation paid to the bidder's owners and remitted the tax to the Michigan Department of Treasury

This preference shall not apply to any procurement or project using Federal funds, nor shall it be used if it would violate any Federal law or requirements.

G. The competitive bid threshold amount specified in this policy (\$20,959 for 2009) is adjusted each year by multiplying the amount for the immediately preceding year by the percentage by which the average consumer price index for all items for the twelve (12) months ending August 31st of the year in which the adjustment is made differs from that index's average for the twelve (12) months ending on August 31st of the immediately preceding year and adding that product to the maximum amount that applied in the immediately preceding year, rounding to the nearest whole dollar. The current exempt amount must be confirmed with the Michigan Department of Education prior to issuing contracts for construction, renovation, or repair which exceed the amount listed in this policy.

M.C.L. 380.1267

### NEW POLICY - VOL. 30, NO. 2

### PROCUREMENT - FEDERAL GRANTS/FUNDS

Procurement of all supplies, materials, equipment, and services paid for from Federal funds or District matching funds shall be made in accordance with all applicable Federal, State, and local statutes and/or regulations, the terms and conditions of the Federal grant, Board of Education policies, and administrative procedures.

The Superintendent shall maintain a procurement and contract administration system in accordance with the USDOE requirements (2 CFR 200.317-.326) for the administration and management of Federal grants and Federally-funded programs. The District shall maintain a contract administration system that requires contractors to perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders. Except as otherwise noted, procurement transactions shall conform to the provisions of the District's documented general purchasing Policy 6320 and AG 6320.

All District employees, officers, and agents who have purchasing authority shall abide by the standards of conduct covering conflicts of interest and governing the actions of its employees, officers, and agents engaged in the selection, award, and administration of contracts as established in Policy 1130, Policy 3110 and Policy 4110 – Conflict of Interest.

The District will avoid acquisition of unnecessary or duplicative items. Additionally, consideration shall be given to consolidating or breaking out procurements to obtain a more economical purchase. And, where appropriate, an analysis shall be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach. These considerations are given as part of the process to determine the allowability of each purchase made with Federal funds.

To foster greater economy and efficiency, the District may enter into State and local intergovernmental agreements where appropriate for procurement or use of common or shared goods and services.

#### Competition

All procurement transactions shall be conducted in a manner that encourages full and open competition and that is in accordance with good administrative practice and sound business judgement. In order to promote objective contractor

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performance and eliminate unfair competitive advantage, the District shall exclude any contractor that has developed or drafted specifications, requirements, statements of work, or invitations for bids or requests for proposals from competition for such procurements.

Some of the situations considered to be restrictive of competition include, but are not limited to, the following:

- A. unreasonable requirements on firms in order for them to qualify to do business;
- B. unnecessary experience and excessive bonding requirements;
- C. noncompetitive contracts to consultants that are on retainer contracts;
- D. organizational conflicts of interest;
- E specification of only a "brand name" product instead of allowing for an "or equal" product to be offered and describing the performance or other relevant requirements of the procurement; and
- F. any arbitrary action in the procurement process.

Further, the District does not use statutorily or administratively imposed State, local, or tribal geographical preferences in the evaluation of bids or proposals, unless (1) an applicable Federal statute expressly mandates or encourages a geographic preference; or (2) the District is contracting for architectural and engineering services, in which case geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

To the extent that the District uses a pre-qualified list of persons, firms or products to acquire goods and services, the pre-qualified list includes enough qualified sources as to ensure maximum open and free competition. The District allows vendors to apply for consideration to be placed on the list annually.

### Solicitation Language

The District shall require that all solicitations incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, shall set forth those minimum essential characteristics and standards to which it shall conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible.

When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which shall be met by offers shall be clearly stated; and identify all requirements which the offerors shall fulfill and all other factors to be used in evaluating bids or proposals.

The Board will not approve any expenditure for an unauthorized purchase or contract.

### **Procurement Methods**

The District shall utilize the following methods of procurement:

### Micro-purchases

Procurement by micropurchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed \$3000. To the extent practicable, the District shall distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be made without soliciting competitive quotations if Superintendent considers the price to be reasonable. The District maintains evidence of this reasonableness in the records of all purchases made by this method.

#### **Small Purchases**

Small purchase procedures provide for relatively simple and informal procurement methods for securing services, supplies, and other property that does not exceed the competitive bid threshold established annually by the State. Small purchase procedures require that price or rate quotations shall be obtained from an adequate number of qualified sources.

#### Sealed Bids

Sealed, competitive bids shall be obtained when the purchase of, and contract for, single items of supplies, materials, or equipment which amounts to the amount allowed by Michigan statute and when the Board determines to build, repair, enlarge, improve, or demolish a school building/facility the cost of which will exceed the amount allowed by Michigan statute.

In order for sealed bidding to be feasible, the following conditions shall be present:

- 1. a complete, adequate, and realistic specification or purchase description is available;
- 2. two (2) or more responsible bidders are willing and able to compete effectively for the business; and
- 3. the procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

When sealed bids are used, the following requirements apply:

- 1. Bids shall be solicited in accordance with the provisions of State law and Policy 6320. Bids shall be solicited from an adequate number of qualified suppliers, providing sufficient response time prior to the date set for the opening of bids. The invitation to bid shall be publicly advertised.
- 2. The invitation for bids will include product/contract specifications and pertinent attachments and shall define the items and/or services required in order for the bidder to properly respond.
- 3. All bids will be opened at the time and place prescribed in the invitation for bids; bids will be opened publicly.

- 4. A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs shall be considered in determining which bid is lowest. Payment discounts may only be used to determine the low bid when prior experience indicates that such discounts are usually taken.
- 5. The Board reserves the right to reject any or all bids for sound documented reason.

### Competitive Proposals

Procurement by competitive proposal, normally conducted with more than one source submitting an offer, is generally used when conditions are not appropriate for the use of sealed bids or in the case of a recognized exception to the sealed bid method.

If this method is used, the following requirements apply:

- 1. Requests for proposals shall be publicized and identify all evaluation factors and their relative importance. Any response to the publicized requests for proposals shall be considered to the maximum extent practical.
- 2. Proposals shall be solicited from an adequate number of sources.
- 3. The District shall use its written method for conducting technical evaluations of the proposals received and for selecting recipients.

4. Contracts shall be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered.

The District may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E that firms are a potential source to perform the proposed effort.

### Noncompetitive Proposals

Procurement by noncompetitive proposals allows for solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

- 1. the item is available only from a single source
- 2. the public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation
- 3. the Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the District
- 4. after solicitation of a number of sources, competition is determined to be inadequate

### Contract/Price Analysis

The District shall perform a cost or price analysis in connection with every procurement action in excess of \$150,000, including contract modifications. A cost analysis generally means evaluating the separate cost elements that make up the total price, while a price analysis means evaluating the total price, without looking at the individual cost elements.

The method and degree of analysis is dependent on the facts surrounding the particular procurement situation; however, the District shall come to an independent estimate prior to receiving bids or proposals.

When performing a cost analysis, the District shall negotiate profit as a separate element of the price. To establish a fair and reasonable profit, consideration is given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

#### Time and Materials Contracts

The District uses a time and materials type contract only (1) after a determination that no other contract is suitable; and (2) if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contract means a contract whose cost to the District is the sum of the actual costs of materials, and direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, the District sets a ceiling price for each contract that the contractor exceeds at its own risk. Further, the District shall assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

#### Suspension and Debarment

The District will award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of the proposed procurement. All purchasing decisions shall be made in the best interests of the District and shall seek to obtain the maximum value for each dollar expended. When making a purchasing decision, the District shall consider such factors as (1) contractor integrity; (2) compliance with public policy; (3) record of past performance; and (4) financial and technical resources.

The Superintendent shall have the authority to suspend or debar a person/corporation, for cause, from consideration or award of further contracts. The District is subject to and shall abide by the nonprocurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR Part 180.

Suspension is an action taken by the District that immediately prohibits a person from participating in covered transactions and transactions covered under the Federal Acquisition Regulation (48 CFR chapter 1) for a temporary period, pending completion of an agency investigation and any judicial or administrative proceedings that may ensue. A person so excluded is suspended. (2 CFR Part 180 Subpart G)

Debarment is an action taken by the Superintendent to exclude a person from participating in covered transactions and transactions covered under the Federal Acquisition Regulation (48 CFR chapter 1). A person so excluded is debarred. (2 CFR Part 180 Subpart H)

The District shall not subcontract with or award subgrants to any person or company who is debarred or suspended. For contracts over \$25,000, the District shall confirm that the vendor is not debarred or suspended by either checking the Federal government's System for Award Management, which maintains a list of such debarred or suspended vendors at www.sam.gov; collecting a certification from the vendor; or adding a clause or condition to the covered transaction with that vendor. (2 CFR Part 180 Subpart C)

#### Bid Protest

The District maintains the following protest procedures to handle and resolve disputes relating to procurements and, in all instances, discloses information regarding the protest to the awarding agency.

A bidder who wishes to file a bid protest shall file such notice and follow procedures prescribed by the Request For Proposals (RFPs) or the individual bid specifications package, for resolution. Bid protests shall be filed in writing with the Superintendent within seventy-two (72) hours of the opening of the bids in protest.

Within five (5) days of receipt of a protest, the Superintendent shall review the protest as submitted and render a decision regarding the merits of the protest and any impact on the acceptance and rejection of bids submitted. Notice of the filing of a bid protest shall be communicated to the Board and shall be so noted in any subsequent recommendation for the acceptance of bids and awarding of contracts.

Failure to file a notice of intent to protest, or failure to file a formal written protest within the time prescribed, shall constitute a waiver of proceedings.

#### Maintenance of Procurement Records

The District maintains records sufficient to detail the history of all procurements. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price (including a cost or price analysis).

Applicable laws and regulations: 2 C.F.R. 200.317 - .326



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### PREVAILING WAGE COORDINATOR

It is the purpose of this policy to comply with State and Federal regulations concerning prevailing wage rate.

The Michigan Department of Consumer and Industry Services; Wage and Hour Division will determine the prevailing wage rate in the locality where the work is to be performed.

The Superintendent shall designate a Prevailing Wage Coordinator for this District.

The Prevailing Wage Coordinator will submit to the Superintendent, for Board of Education approval, procedures for monitoring compliance with prevailing wage laws. S/He will request the Michigan Department of Consumer and Industry Services; Wage and Hour Division to establish the prevailing wage rate in this District for school construction or renovation projects. A schedule of those wages must be attached to the specifications for the work, and printed on any bidding blanks. A copy of the bidding blank must be filed with the Michigan Department of Consumer and Industry Services; Wage and Hour Division prior to the award of any contract. Thereafter, any contract which is awarded must include a provision that each laborer, workman, or mechanic employed by the contractor will be paid at a rate not less than the prevailing wage rate. On the first pay date, the contractors and subcontractors must provide each employee with written notification of his/her job classification and the prevailing wage rate for his/her job classification, unless the employee is covered by a collective bargaining agreement.

M.C.L. 408.551 et seq.

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### COOPERATIVE PURCHASING

The Board of Education recognizes the advantages of centralized purchasing in that volume buying tends to maximize value for each dollar spent. The Board, therefore, encourages the administration to seek advantages in savings that may accrue to this District through joint agreements for the purchase of supplies, equipment, or services with the governing body(ies) of other governmental units.

The Board authorizes the Business Manager to negotiate such joint purchase agreements for services, supplies, and equipment which may be determined to be required from time to time by the Board and which the Board may otherwise lawfully purchase for itself, with governmental contracting units as may be appropriate in accordance with State law, the policies of this Board, and the dictates of sound purchasing procedures.

Cooperative or joint purchases require an agreement approved by the Board and the participating contracting body(ies) which shall specify the categories of equipment and supplies to be purchased; the manner of advertising for bids and of awarding contracts; the method of payment by each participating party and such other matters as may be deemed necessary to carry out the purposes of the agreement. Such agreements are subject to all legal bidding requirements.

M.C.L. 124.1 et seq.



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### LOCAL PURCHASING

The Board of Education recognizes its position as a major purchaser in this community, and while it is the intention of the Board to purchase materials and supplies of quality at the lowest possible cost through widespread competition, if all other considerations are equal, the Board prefers to purchase within the District from established local merchants.

The Board authorizes the Superintendent to award purchases placed in accordance with law, this policy, and all policies of the Board otherwise applicable to local merchants when

- A. their quotation is competitive, within a percentage determined by the Board,
- B. freight charges are a factor,
- C. maintenance service may be required,
- D. promptness of delivery is a consideration,

provided that all statutes pertaining to public purchasing are duly observed.



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### **VENDOR RELATIONS**

The Board of Education shall not enter a contract knowingly with any supplier of goods or services to this District under which any Board member or officer, employee, or agent of this School District has any pecuniary or beneficial interest, direct or indirect, unless the person has not solicited the contract or participated in the negotiations leading up to the contract. This prohibition shall not prevent any person from receiving royalties upon the sale of any textbook of which s/he is the author and which has been properly approved for use in the schools of this District.

For the purpose of this policy "beneficial interest" shall be determined in accordance with M.C.L. 15.321 et seq.

Board members and school personnel shall not accept any gifts or favors from vendors which might, in any way, influence their recommendations on the eventual purchase of equipment, supplies, or services.

All sales persons, regardless of product, shall clear with the Superintendent's Office before contacting any teachers, students, or other personnel of the School District. Purchasing personnel shall not show any favoritism to any vendor. Each order shall be placed in accordance with policies of the Board on the basis of quality, price, and delivery with past service a factor if all other considerations are equal.

M.C.L. 15.321 et seq.



In order to maintain the public trust, your local school district Board of Education should consider and adopt a resolution containing at least some, if not all, of the factors listed below.

Each factor should be discussed thoroughly by school board members, the architects and construction managers involved in any school construction because of the potential impact they will have on a project.

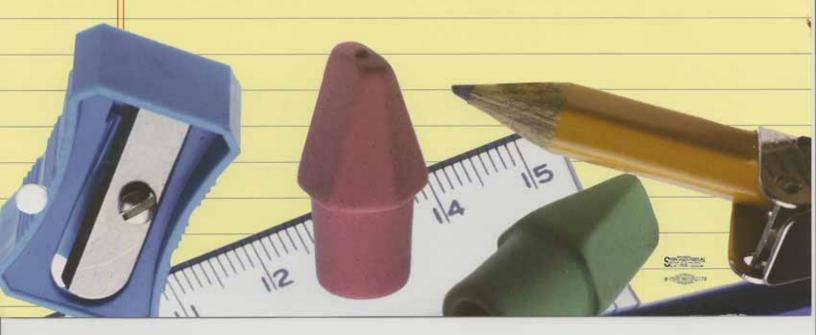
Your construction manager and design professional will then include these factors in the construction bid documents so all bidders know that in addition to price these items will be considered when construction bids are reviewed.



EXPERIENCE. Institutional building projects are expected to last 50-75 years. Therefore school board members should review the past experience of all construction professionals to ensure that they have pertinent experience on similar institutional projects. In so doing, the board members can evaluate whether local contractors should be considered for the project and only if they have the required experience should they be considered.



**REFERENCES.** School board members should investigate the references of their construction professionals from past clients doing similar institutional work. Construction professionals must supply pertinent references from their past clients, including information regarding performance and jobsite cooperation.





FINANCIAL CONDITION. A good financial rating means stability on the job and all through the project. Construction professionals must show they are financially prepared to perform the work they are bidding on. School boards must obtain information concerning a bidder's financial capability, any outstanding claims against them and bank references. A poor financial condition can affect the quality of materials, equipment and workers used on the project. It also can result in substantial project delays and unsafe schools.



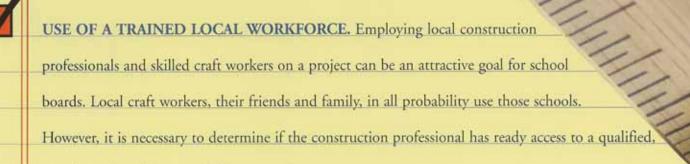
SAFETY & ACCIDENTS. Construction professionals with a good safety and EMR record will be more productive. An employer has an obligation according to the Michigan Occupational Safety and Health Act (MIOSHA) to provide a place of employment free from recognized hazards likely to cause death or serious physical harm. Every employee has the right to a safe and healthy workplace. An employer must provide training in the recognition and avoidance of hazards and specific training called for in the MIOSHA standards.



RESUME OF SUPERVISORY PERSONNEL. Beyond a construction professional's experience with similar institutional projects, it is important for board members to evaluate the resumes of the supervisory personnel of all construction professionals on their project. All supervisory personnel should have pertinent experience and adequate education and training to complete your project.



INSURANCE & SURETY BONDING. Construction professionals must show proof of adequate and relevant insurance coverage for a particular project and must prove their compliance with workers' compensation statutes. School boards must set minimum standards for insurance coverage. Construction professionals that cannot provide proper coverage may be unable to fulfill project obligations. A measure of a construction professional's stability is shown in the ability to secure the required bonding.



experienced workforce to build your project.

Section to the same

PREVAILING WAGE. Use of prevailing wage requirements ensures that school boards secure the best qualified construction professionals to perform work on their projects. Construction professionals should compete for projects on the basis of their management practices, not by paying sub-standard wages. Utilization of prevailing wage will allow the construction professional to pay locally determined wages and benefits to attract qualified skilled craft workers.

EMPLOYEE HEALTH INSURANCE & PENSION BENEFITS. School districts can maintain and promote their community's health care and craft employees by requiring the construction professional to use prevailing wage, which includes health insurance and pension benefits. Construction professionals who provide such benefits to their craft personnel demonstrate a commitment to developing a stable workforce, which is a key component to a quality project and to the health of the community.

WORKFORCE SOURCE & PROPER EMPLOYEE CLASSIFICATION. School boards can ensure that their project will be built by qualified construction professionals by ensuring contractor access to a skilled workforce. School districts should examine carefully the source of building trades craft employees. School districts should ask prospective construction professionals to identify the source of the workforce they intend to use on the project. Construction professionals who staff the project with personnel hired from help-wanted ads or employment agencies might not have sufficient competence and ability to complete a quality project on schedule.

3



# REGISTERED UNITED STATES DEPARTMENT OF LABOR, BUREAU OF

APPRENTICESHIP & TRAINING PROGRAMS. School boards know the value of high quality training and education. Responsible contractors know that better training equals better buildings.

Bureau of Apprenticeship and Training (BAT) approved training programs create more productive craft workers. A construction professional's ability to staff a school construction project with qualified trades' workers is the key to success. Contractors, who bid on school construction projects should maintain, participate in and contribute to bona fide apprentice training programs recognized by the U.S. D.O.L./B.A.T. Trained craft workers promote cost effectiveness, timeliness, safety and quality on school construction work. Companies who employ skilled and trained workers, educated in their trade, deliver exceptional work. Moreover, every registered U.S. D.O.L./B.A.T., program must meet twenty-two standards of apprenticeship regulated and audited by the U.S. D.O.L./B.A.T., as outlined in 29 CFR 29.5.

LICENSING. School boards get a better building when highly competent construction professionals

and tradespersons build it to code. State law establishes licensing requirements for

electrical, mechanical, plumbing, boiler and elevator contractors, and electrical, elevator and plumbing craft workers. Proper licensing and certification,

when applicable, show school boards that construction

professionals bidding the job have been tested and are

competent to perform the work. All responsible construction professionals must provide documented proof of licensing

and certification. This will allow school boards to contact

licensing and certification agencies to verify the bidder's

history and determine if any complaints or judgments

have been filed against them.



when local, state and federal regulations are followed. Compliance with the EPA, MIOSHA, OSHA and other agencies helps school boards evaluate the construction professional's willingness to follow rules. It also ensures that the bidding contractors are aware of the policies that affect them. Contractor adherence to wage and hour standards, record keeping guidelines, child labor regulations and other components of the Fair Labor Standards Act are good indicators of a stable workforce. Construction craft workers who are treated fairly and receive proper pay and benefits are more likely to produce high quality work which helps ensure a safe learning environment for Michigan children.



CIVIL SUITS/ARBITRATION/HISTORY. A school board will have their building projects completed without costly legal entanglements if they select a responsible contractor with a 'clean' legal history. School boards should contract with construction professionals that build according to contract – not in spite of the contract. School districts should carefully examine a contractor's litigation history and the final disposition of any arbitration claims brought against him/her. A contractor with an unusually high level of adverse claims might indicate that the school board should disqualify the contractor.



Michigan Association for Responsible Contracting
phone: 1-866-YES-MARC • fax: 517-372-0402 • www.miarc.org



#### SECTION 01 20 00.01 - PRICE AND PAYMENT PROCEDURES

#### GENERAL

#### .1 CASH ALLOWANCES

A. Cash Allowances: The following allowances are to be included in the base bid for the respective work categories listed below. Allowances will be only be utilized at the owner's discretion and written authorization.

### • Work Category 02A—Demolition / Abatement

Allowance #1: 10,000 to be used at Owner's discretion.

### • Work Category 09A - Carpentry / Interiors

Allowance #1: \$5,000 to be used at Owner's discretion.

#### Work Category 09B – Floor Coverings

Allowance #1: \$2,500 to be used at Owner's discretion

#### Work Category 09C— Painting

Allowance #1: \$2,500 to be used at Owner's discretion.

#### • Work Category 10A — Specialties

Allowance #1: \$2,500 to be used at Owner's discretion.

#### Work Category 22A – Plumbing / Mechanical

Allowance #1: \$7,500 to be used at Owner's discretion.

#### Work Category 26A – Electrical / Fire Alarm

Allowance #1: \$5,000 to be used at Owner's discretion.

#### .2 UNIT PRICES

A. Unit Prices: The following unit prices will be used to establish rates for extra work and/or evaluation of bids by the CM.

#### • Work Category 09B - Flooring

Square foot cost to add 1/8" floor leveling product in areas receiving new flooring.

### • Work Category 26A—Electrical

Lineal foot cost to add/delete conduit support, including low voltage, from the 500 lf that is to be included in the base bid of this work category.



\$		/lf

#### .1 ALTERNATES

#### N/A

#### .2 PRODUCT SUBSTITUTIONS

- A. Substitutions during Bidding: Only substitutions submitted and approved via written addendum PRIOR TO SUBMISSION OF BIDS.
- B. Submit substitution requests to Laux Construction via e-mail to <a href="max@lauxconstruction.com">max@lauxconstruction.com</a>
- C. Requests are to be submitted on the form provided in Section 01 2519.01
- .3 REQUESTS FOR INFORMATION (RFI)
  - A. Definition: Request from trade contractors/vendors seeking interpretation or clarification of Contract Documents not involving Substitutions or changes to Contract Sum or Contract Time.
  - B. Do not submit RFI's to request approval of Substitution, request changes involving changes to Contract Sum or Contract Time, request approval of submittals, or to submit Project Record Documents.
  - C. Submit electronically via email to max@lauxconstruction.com
  - D. Questions are to be submitted no later than 5:00 pm on Friday, January 9, 2026.

#### .4 CONTRACT MODIFICATION PROCEDURES

- A. Architect's Supplemental Instructions: Design Professional will advise of minor changes in Work not involving an adjustment to Contract Sum or Contract Time as authorized by the Conditions of the Contract.
- B. Bulletins:
  - 1. Construction Manager may issue a bulletin detailing a proposed change with supplemental or revised Drawings and Specifications.
  - 2. Submit estimate of any change to Contract Sum or Contract Time within 5 days after receipt.
  - 3. Submit electronically in Adobe PDF format.
  - 4. Do not proceed with change until a written authorization from Laux Construction is received.
- C. Contractor Proposed Changes:
  - 1. Describe proposed change, reason for change, effect on Work, and any changes to Contract Sum or Contract Time.
  - 2. Document proposed substitutions in accordance with Section 01 20 00.
  - 3. Submit electronically in Adobe PDF format.
- D. Construction Change Directive: Construction Manager may issue a directive, pre-approved by Owner, instructing Trade Contractor/Vendor to proceed with a change for subsequent inclusion in a Change Order.
- E. Change Orders: Change Orders will be prepared by the construction manager for signature of parties as provided in Conditions of the Contract.

#### .5 SCHEDULE OF VALUES

- A. Submit Schedule of Values (for contracts totals over \$5,000) to construction manager within 5 days of receipt of contract.
  - 1. If requested, furnish data to support values given.
  - 2. Approved Schedule of Values will be used as basis for reviewing trade contractors'/vendors' Applications for Payment.
- B. Format: Use Table of Contents of Project Manual as basis for listing costs of work.
  - 1. List values in sufficient detail to serve as basis for computing values for progress payments.
  - 2. When payment is requested for stored materials, break down value into cost of materials and total installed value.
  - 3. Total of costs listed in Schedule shall equal Contract Sum.



- C. Review and Resubmittal:
  - 1. After review by Owner and CM/Design Professional, revise and resubmit if required.
  - 2. Resubmit along with next Application for Payment when Change Orders are issued. List each Change Order as new line item.
- .6 APPLICATIONS FOR PAYMENT
  - A. Format: AIA Document G702 Application and Certification for Payment, supported by AIA Document G703 Continuation Sheet.
  - B. Use data from approved Schedule of Values as basis. Provide dollar value in each column for each line item representing portion of work performed.
  - C. List each authorized Change Order as separate line item.
  - D. When Owner or CM/Design Professional require substantiating information, submit data justifying dollar amounts in question.
  - E. Only work that has been completed or stored can be invoiced for. Projections will not be permitted on monthly pay applications.
  - F. Ten (10%) percent retainage will be required on monthly pay applications.
  - G. Further information regarding pay application process will be provided at the project kickoff meeting.
    - PRODUCTS

Not used

EXECUTION

Not used

**END OF SECTION** 



# Lansing School District North Elementary Interior Renovations -BP 1 01 25 19.01-Substitution Request Form

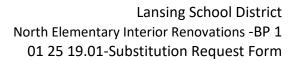
# **SECTION 01 25 19.01 - SUBSTITUTION REQUEST FORM** DATE: TO: Laux Construction ATTENTION: Max Griffith max@lauxconstruction.com PROJECT: LSD North Elementary Interior Renovations: Bid Package 1 We submit for your consideration the following product as a substitution for the specified product: Section No. Paragraph Specified Product Proposed Substitution: Reason for Substitution: Product Data: Attach complete technical data for both the specified product and the proposed substitution. Include information on changes to Contract Documents that the proposed substitution will require for its proper installation. Samples: Attached \_\_\_ Will be furnished upon request Does the substitution affect dimensions shown on Drawings? \_\_\_ Yes (explain) No Effects of proposed substitution on other Work:

Differences between proposed substitution and specified Product:



# Lansing School District North Elementary Interior Renovations -BP 1 01 25 19.01-Substitution Request Form

Manufacturer's warranties of the proposed	d substitution are:			
Same Different (explain)	Same Different (explain)			
Maintenance service and spare parts are	available for proposed substitution from:			
Previous installations where proposed sub	ostitution may be seen:			
Project:	Project:			
Owner:	Owner:			
Architect:				
Date Installed:				
Cost savings to be realized by Owner, if p	roposed substitution is approved:			
Change to Contract Time, if proposed sub	estitution is approved:			
No Change Add	days Deduct days			
	t Contractor has read and agrees to the provisions of Section 01 20 00.			
Submitted by Contractor:				
Firm Name	Date			
Name	Signature			





For	Use by Design Professional:	
		ontractor the Design Professional has reviewed the proposed of the Work and conformance with information given in Contract
	Approved Approved as Noted	Rejected
	Submit Additional Information:	
٠	Firm Name	Date
	N.	2:



#### SECTION 01 50 00.01 - TEMPORARY FACILITIES AND CONTROLS

#### PART 1 GENERAL

#### 1.1 CONSTRUCTION FACILITIES AND UTILITIES

- A. Field Offices and Sheds: Areas within existing building/on site designated by Owner may be used for field office and storage of materials.
- B. Temporary Sanitary Facilities: Laux Construction will provide temporary sanitary facilities
- C. Temporary Electricity: Connect to existing electrical system. Cost of electricity will be paid for by Owner.
- D. Temporary Water: Use existing water source for construction operations. Costs of water used will be paid for by Owner.
- E. Temporary Lighting: Temporary lighting will be provided by the EC.
- F. Temporary Heat: Not Used
- G. Temporary Ventilation: Ventilate areas to facilitate curing of materials, disperse humidity, and prevent accumulations of dust, fumes, vapors, or gases. Use existing ventilation equipment.
- H. Temporary Telephone: Provide temporary telephone service during construction.

### 1.2 TEMPORARY CONTROLS

- A. Water Control: Maintain excavations free of water. Provide, operate, and maintain pumping equipment.
- B. Erosion and Sediment Control: Provide temporary measures including silt fences, dikes, berms, settlement basins, and drainage systems to prevent water flow and sedimentation.
- C. Dust Control: Minimize dust from construction operations. Prevent dust from dispersing into atmosphere.
- D. Mold and Mildew Control:
  - 1. Prevent formation of mold and mildew on surfaces within interior of structures.
  - 2. Do not install materials sensitive to mold and mildew growth until protection can be provided.
  - 3. Promptly remove and replace materials exhibiting mold and mildew growth.

#### 1.3 TEMPORARY PROJECT SIGN

A. Not used

#### 1.4 REMOVAL

A. Remove temporary facilities and controls when construction needs can be met by use of permanent construction or upon completion of Project.





PART 2 PRODUCTS

Not used

PART 3 EXECUTION

Not used

**END OF SECTION** 



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# **General Requirements for All Trades**

#### **Extents of Work**

Renovation of North Cafeteria

#### **Comprehensive Work Scope**

- Each work category is to provide all labor, materials, tools, and equipment necessary to complete their scope of work, including any incidental items that may not explicitly be shown on the plans.
- All work is to be installed according to the manufacturers' recommendations so as to not void any warranties.
- Each work category is responsible for determining the means and methods of installation of their respective work. The means and methods must be safe and consistent with MiOSHA standards and not adversely affect the site or work of other work categories.

#### **Work by Others**

- The construction manager will provide the following:
  - o All dumpsters for debris generated by construction activities.
  - Temporary Fire Extinguishers
  - Outhouses
  - Temporary partitions
  - Building permit from SOM BCC
  - Final cleaning

#### **Supervision of Work**

- Construction manager will provide an on-site superintendent that will be responsible for scheduling and coordination of all on-site activities, quality control, and safety enforcement.
- Each contractor is to assign a foreman/superintendent that will be responsible for all work performed for their WC. This person is to be on-site when work is being performed and is solely responsible for any 2<sup>nd</sup>/3<sup>rd</sup> tier subcontractors contracted to perform any tasks under this WC.



#### Safety

- All contractors will be required to submit a copy of their company safety plan within 5 working days of notice of award.
- All workers will be required to wear work boots, sleeved shirt (short sleeve minimum), long pants, hard hats, and safety glasses.
- All workers will be required to be equipped and use any PPE required for the task they are performing.
- All workers using lifts or other motorized equipment must be trained and certified for the specific piece of equipment they are using. Certification cards must be on their person at time of use.
- Ladders are to be in good condition, compliant for the work they are being used for, and workers are to use proper safety.
- All workers are to follow OSHA/MIOSHA standards for safety.
- Any worker refusing to comply with safety standards/expectations will be removed from the site.

#### Schedule

- Start June 2026
- With the input of the trade contractors, the CM will issue a detailed baseline schedule prior to the start of the project.
- The CM will distribute three-week look ahead schedules detailing the schedule for all upcoming tasks during that period.
- Trade contractors are expected to provide adequate manpower, work hours, and tools/equipment necessary to meet the schedules.
- Should a trade contractor not meet their schedule obligations, the CM will issue ONE warning and request a written recovery plan from that subcontractor which will be submitted within 24 hours of the warning. Should the trade contractor not provide a recovery plan or successfully implement the recovery plan, the CM will supplement their work force/resources in order to meet the project schedule set forth. All costs incurred by the CM will be at the expense of the trade contractor in default and will be deducted from their contract in a change order.

## Clean up/Site Organization

- All workers are to provide a means of securing and storing tools on site. Any tools not in use are to be stored in a secure location.
- All workers are to maintain an orderly site free of trip hazards, falling materials, excessive clutter, etc.
- All trades are to provide regular clean up of debris generated by their work (definable). Debris to be placed in a dumpster on site provided by the construction manager.
- Laux Construction will provide a cleaning laborer for debris that is not directly associated with trade work (undefinable).



• Should the construction manager be required to perform definable cleaning, the cost of these efforts will be back charged to the WC responsible for the debris.

#### Conduct

- There is to be no tobacco use on this campus throughout the duration of the project. This includes vaping, chewing tobacco, e-cigarettes, and cannabis.
- Workers are to refrain from horseplay.
- Workers are to refrain from using profane language and/or displaying any offensive messages/language on their person, tool storage, hard hats, clothing, etc.

#### **Construction Management Software**

- The construction manager will provide free access to Procore project management software to all stakeholders of the project.
- All contractors are required to utilize Procore for submittals, RFI's, and closeout documents.

#### **Submittals**

- Shop drawings and product data are to be submitted to the construction manager via Procore.
- The construction manager will issue submittal packages to each work category that will include submittals required for the project.
- Contractors will have access to all submittals for the project, via Procore, and will be expected to coordinate with other trade's submittals as necessary to perform their work.
- Required finish samples are to be hand delivered/mailed to the office of the construction manager. Sample cards can be used for preliminary selections; however, actual/physical samples are to be provided for verification.
- Any work installed without reviewed submittals will be at the risk of the contractor installing the work. The CM, AE, or owner will not be held responsible for any materials that do not comply with the documents and/or have been processed as a submittals and reviewed by all parties.
- Submittal packages for closeout materials will be issued shortly after the PD/SD process is underway. Contractors are responsible for submitting closeout materials by the deadline noted in the submittal package.
- As-builts, start up reports, TAB reports, final inspection approvals, etc. will be due at the end of the project at a date/time to be established by the construction manager.



#### RFI's

• Any requests for interpretation of the documents or additional information from contractors is to be directed to the construction manager via Procore.

## Meetings

- The construction manager will host weekly progress meetings at a time and location to be determined at the project site.
- A representative from each contractor is to be in attendance at each progress meeting and be prepared to discuss status of material deliveries, schedule, coordination with other trades, etc.

#### Warranty

- In addition to manufacturer's warranties, all work categories are to include a one-year warranty on all labor and materials provided under this contract.
- Warranty will begin at the date of substantial completion.

**END OF GENERAL REQUIREMENTS** 



### Work Category 02A: Demolition / Abatement

#### **Specific Notes/Scope:**

The following is to be used for clarification of the intent of this work category. This is not a comprehensive list of scope items and work category will be responsible to provide all work for the sections listed above.

- 1. Provide all tools, equipment, means and methods necessary to complete the scope defined in this work category and per the Colliers Engineering Design drawings date 11-18-25
- 2. Provide legal, off-site disposal of all debris generated by this work category.
- 3. Provide containment and dust control measures required to prevent spread of dust/debris/contaminants outside of immediate work areas.
- 4. Provide protection of HVAC system from intake of airborne dust/debris.
- 5. Provide temporary protection of surrounding finishes/fixtures to remain (Plastic/Masonite/ramboard,etc.)
- 6. Provide shoring as necessary at areas of structural demo. Leave shoring in place until completion of structural work. Remove when structural work is complete.
- 7. Provide demolition and abatement work depicted on the plans per all demo and removal key notes
- 8. Coordinate with Tri-Terra for air monitoring and testing as needed for abatement work.
- 9. Provide proper disposal of all items removed.
- 10. Remove and salvage doors and hardware scheduled to be re-used, turn over to GC for future construction prep
- 11. Protect existing Door frames, TV's, Display boards, conduit to remain
- 12. Re-locate existing LSD rolling refrigerators to room 205 and/or per LSD direction.

#### **Allowances:**

Allowances are to be utilized at the owner's discretion and by their authorization only.

1. \$10,000.00 to be used at Owner's discretion.



### Work Category 08A: HM Doors, Wood doors, Hardware

#### **Specific Notes/Scope:**

The following is to be used for clarification of the intent of this work category. This is not a comprehensive list of scope items and work category will be responsible to provide all work for the sections listed above.

- 1. Field measure and field verify all dimensions prior to placement of orders.
- 2. Adhere to fire ratings specified on Door Schedule. Field Certification for fire resistance rating of existing frames required
- 3. Furnish HM doors as specified and per the door schedule (WC 09A to install). Coordinate with WC09A for new door prep requirements into existing frames.
- 4. Furnish Wood doors per door schedule (WC 09A to install). Coordinate with WC09A for new door prep requirements into existing frames.
- 5. Furnish hardware for HM doors and wood doors (WC 09A to install).
- 6. Furnish and install Glazing for all HM and wood doors as specified prior to turnover to work category 09A.
- 7. Furnish door hardware associated with HM and wood doors as scheduled. Turn over cores to CM for keying by LSD's lock shop.
- 8. Provide figure-eight Best cores, 7-pin with the following keyway:
  - a. A-keyway for all rooms

**Allowances:** 

1. N/A



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## **Work Category 09A: Carpentry and Interiors**

#### **Specific Notes/Scope:**

The following is to be used for clarification of the intent of this work category. This is not a comprehensive list of scope items and work category will be responsible to provide all work for the sections listed above.

- 1. Provide all tools, equipment, means and methods necessary to complete the scope defined in this work category and per the Colliers Engineering plans dated 11/18/2025
- 2. Remove existing door hardware from doors that are scheduled to remain and turn over to owner for salvage. This is to be completed prior to start of demolition activities by WC 02A.
- 3. Temporary board up of windows and door openings as required.
- 4. Provide and install all wood backing and blocking for all items, including, but not limited to plumbing fixtures, bath accessories, bath partitions, owner provided furnishings, etc.
- 5. Patch all walls and ceilings where necessary from WC 02A demolition activities.
- 6. Receive, transport, and install HM doors, wood doors, and all associated hardware (provided by WC 08A)
- 7. Provide and install FRP-1 full height and trims on walls indicated and per manufacturers recommendations.
- 8. Provide new ceiling grid in areas scheduled.
- 9. Provide and install ACP-1 and ACP-2 as scheduled
- 10. Infill wall where door and frame was removed, match adjacent materials.
- 11. Install new doors and hardware into existing frames, provided by WC 08A, where specified.
- 12. Perform patching of wall where plumber is installing in-wall plumbing (Refer to P sheets).
- 13. Provide continuous firestopping sealant @ gyp as required.
- 14. Perform all modifications, repairs, and prep work required at existing frames to remain.

  Coordinate with WC 08A for existing frame prep to receive new doors as specified and noted.
- 15. Provide, hang, finish, and sand all gyp board as specified and in locations noted.
- 16. Patch and sand holes, dents, and rough areas at existing gyp bd to remain in work areas.
- 17. Provide containment and protection of surrounding areas during drywall finishing and sanding activities to prevent spread of dust and debris to other areas/finishes.
- 18. Upon completion of sanding activities, perform a thorough cleaning of all debris and dust generated by these activities. Vacuum dust from all surfaces utilizing a HEPA vac.
- 19. Touch up gyp board after priming activities are completed by
- 20. Patch all drywall ceiling affected by MEP trades.
- 21. Provide removal and reinstallation of ceiling grid/tile in areas scheduled to remain where MEP/Tech trades need to access space above for their work.
- 22. Extend existing wall to meet existing fire rating as needed

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## Allowances:

1. \$5,000 to be used at Owner's discretion.



# **Work Category 09B: Floor Coverings**

### **Specific Notes/Scope:**

The following is to be used for clarification of the intent of this work category. This is not a comprehensive list of scope items and work category will be responsible to provide all work for the sections listed above.

- 1. Provide all tools, equipment, means and methods necessary to complete the scope defined in this work category and per the Colliers Engineering plans dated 11/18/2025
- 2. Perform preparation of floor slab as required by manufacturers' recommendations.
- 3. Patch and prep floors due to demo activities as needed, as specified, and noted.
- 4. Provide and install all floor coverings per manufacturers' instructions, including:
  - a. EP-1- color TBD with integral base. Prep and patch as required for new floor
  - b. EP2 color TBD with integral base. Prep and patch as required for new floor
  - c. Provide and install RB-1
- 5. Coordinate with WC 09A for wall infill and patch prior to integral base installation. Coordinate with WC 09A for FRP panel and trim installation

#### Allowances:

1. \$2,500 to be used at Owner's discretion.

#### **Unit Prices:**

1. Square foot cost to add 1/8" floor leveling product in areas receiving new flooring.



# **Work Category 09C: Painting**

#### **Specific Notes/Scope:**

The following is to be used for clarification of the intent of this work category. This is not a comprehensive list of scope items and work category will be responsible to provide all work for the sections listed above.

- 1. Provide all tools, equipment, means and methods necessary to complete the scope defined in this work category and per the Colliers Engineering & Design plans dated 11/18/2025.
- 2. Provide complete protection of all surrounding finishes and surfaces during execution of scope under this WC. Clean up of any overspray, spillage, etc. will be the responsibility of this WC.
- 3. Provide and install caulk and joint sealants at perimeter of hollow metal door frames.
- 4. Apply one coat of primer to new gypsum board surfaces. Upon completion of priming activities, this WC is to mark any areas of concern (ie, defects, rough area, dents, etc.). WC 09A will patch and sand these areas ONE TIME.
- 5. Apply finish paint to gypsum board as specified and noted.
- 6. Apply filler material (i.e, bondo) over heads of HM frame anchors (ground down by WC 09A) and over slush holes in frames. Sand and prep for paint.
- 7. Paint hollow metal frames and doors. This WC to confirm compatibility of finish paint with factory primer.
- 8. Prep and paint existing frames to remain as noted. WC 09A will perform any major modifications/repairs. Painting WC to perform final touch ups/prep of frame prior to painting.
- 9. Prep and Paint brick wall as specified and noted
- 10. Prep and paint Tectum as specified and noted
- 11. Prep and paint soffit as specified and noted
- 12. Prep and paint conduit as specified and noted, coordinate with WC 26A.
- 13. Prep and paint access panel and wall grilles and specified and noted, coordinate with WC 09A and 22A.

#### Allowances:

1. \$2,500 to be used at Owner's discretion



# **Work Category 10A: Specialties**

#### **Specific Notes/Scope:**

The following is to be used for clarification of the intent of this work category. This is not a comprehensive list of scope items and work category will be responsible to provide all work for the sections listed above.

- 1. Provide all tools, equipment, means and methods necessary to complete the scope defined in this work category and per the Colliers Engineering plans dated 11/18/2025
- 2. Field verify all dimensions prior to placement of orders.
- 3. Provide and install all materials for this work category.
- 4. Provide and install 1" solid plastic HDPE partitions where specified in bathrooms and around drinking fountain.
- 5. Coordinate with WC 09A and WC 09B for install onto new finishes.
- 6. Provide and install bathroom accessories as specified
- 7. Provide and install FEC as specified and required
- 8. Install owner provided bathroom accessories per plans

#### Allowances:

Allowances are to be utilized at the owner's discretion and by their authorization only.

1. \$2,500 to be used at Owner's discretion.



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# Work Category 22A: Plumbing / Mechanical

#### **Specific Notes/Scope:**

The following is to be used for clarification of the intent of this work category. This is not a comprehensive list of scope items and work category will be responsible to provide all work for the sections listed above.

#### **Plumbing**

- 1. Provide all tools, equipment, means and methods necessary to complete the scope defined in this work category and per the Colliers Engineering plans dated 11/18/2025
- 2. Provide plumbing permit and inspections by SOM BCC.
- 3. Demo existing plumbing fixtures and piping as indicated.
- 4. Furnish and install new fixtures as scheduled.
- 5. Furnish and install all materials/tools/equipment necessary for a complete system.
- 6. Provide and install insulation as required.
- 7. Field inspect existing fixture carriers and make adjustments as necessary for new fixtures.
- 8. Install penetration firestopping at any penetrations related to this scope of work as required.
- 9. Provide product data/shop drawing submittals separated by specification sections. Submittals with multiple sections grouped together as one file will not be accepted.
- 10. Coordinate with WC 09A for wall patching, and new wall finish prior to new fixture install.
- 11. Coordinate with WC 26A for final connections to new equipment.

#### Mechanical

- 1. Provide all tools, equipment, means and methods necessary to complete the scope defined in this work category and per the Colliers Engineering plans dated 11/18/2025
- 2. Provide mechanical permit and inspections by SOM BCC.
- 3. Demo existing diffusers, grilles, sensors and as indicated
- 4. Furnish and install new diffusers and grilles as scheduled
- 5. Furnish and install materials/equipment as noted on M sheets.
- 6. Install penetration firestopping at any penetrations related to this scope of work as required.
- 7. Provide product data/shop drawing submittals separated by specification sections. Submittals with multiple sections grouped together as one file will not be accepted.
- 8. Coordinate with WC 09A for wall and ceiling patching and adjustments prior to new device install.
- 9. Perform pre-test and balance and post-test and balance, provide reports before and after work commences.

#### Allowances:

Allowances are to be utilized at the owner's discretion and by their authorization only.

1. \$5,000 to be used at Owner's discretion.



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# Work Category 26A: Electrical / Fire Alarm

#### **Specific Notes/Scope:**

The following is to be used for clarification of the intent of this work category. This is not a comprehensive list of scope items and work category will be responsible to provide all work for the sections listed above.

- 1. Provide all tools, equipment, means and methods necessary to complete the scope defined in this work category and per the Colliers Engineering plans dated 11/18/2025
- 2. Provide product data/shop drawing submittals separated by specification sections. Submittals with multiple sections grouped together as one file will not be accepted.
- 3. Provide electrical permit and inspections by SOM BCC.
- 4. Furnish, install, and maintain temporary lighting throughout work site. Relocate as necessary to facilitate work by other trades. Lighting level and system to meet all MiOSHA standards.
- 5. Establish temporary power source to be used by all WC's during construction. Remove upon completion of project.
- 6. Furnish and install all conduit and boxes for wiring installed by this WC. Coordinate with WC 09B for painting of exposed conduit.
- 7. Furnish and install all line voltage wiring, tamper resistant devices, and cover plates as noted.
- 8. Furnish and connect line voltage to plumbing and HVAC equipment.
- 9. Furnish and install all light fixtures as scheduled.
- 10. Furnish and install controls as scheduled.
- 11. Furnish, install, and program all lighting controls.
- 12. Furnish and install emergency lights as required and scheduled.
- 13. Provide re-certification of fire alarm system. Coordinate with CM for demonstration for BCC and BFS inspectors.
- 14. Submit fire alarm drawings to BCC/BFS for approval.
- 15. Caulk any penetrations related to this WC through non-rated walls.
- 16. Provide firestopping of all penetrations through rated walls for low voltage wiring provided by this WC.
- 17. Provide training of owner's staff on all systems provided under this WC.

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#### **Allowances:**

Allowances are to be utilized at the owner's discretion and by their authorization only.

1. \$5,000 to be used at Owner's discretion.

#### **Unit Prices:**

1. Include re-support of up to 500 lineal feet of existing conduits/wires that aren't found to be properly supported.

# DRAFT AIA Document A201™ - 2017

#### General Conditions of the Contract for Construction

#### for the following PROJECT:

(Name and location or address)

2023 Sinking Fund Program, in accordance with the Owner-approved plans and specifications, all applicable laws, the Owner's fixed budget, and as otherwise approved by the Owner.

#### THE OWNER:

(Name, legal status and address)

Lansing School District 519 West Kalamazoo Street Lansing, Michigan 48933 Telephone Number: (517) 755-1000

#### THE ARCHITECT:

(Name, legal status and address)

Bergmann Associates 560 5<sup>th</sup> Street NW Suite 305 Grand Rapids, Michigan 49505 Telephone Number: (616) 827-4270

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#### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

For guidance in modifying this document to include supplementary conditions, see AIA Document  $A503^{TM}$ , Guide for Supplementary Conditions.



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#### ARTICLE 1 GENERAL PROVISIONS

#### § 1.1 Basic Definitions

#### § 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement in writing, the Contract Documents also include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, accepted portions of the Contractor's bid or proposal, and portions of Addenda relating to bidding or proposal requirements. The Contractor's execution of the Owner/Contractor Agreement and the Architect's execution of the Owner/Architect Agreement shall constitute their respective acceptance of all provisions of the Drawings, Addenda, and all Contract Documents as of the revision applicable to the date of such signature.

#### § 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate the Contractor's performance of its duties.

# § 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

#### § 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

# § 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

#### § 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

#### § 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

#### § 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions or interpretations, as applicable, on Claims in accordance with Section 15.2.

§ 1.1.9 The term "Product(s)" as used in the Contract Documents refers to the materials, systems and equipment provided by the Contractor for use in the work of the Project.

- § 1.1.10 The terms "Warranty" and "Guarantee" as used in the Contract Documents shall have the same meaning and shall be defined as "legally enforceable assurance of satisfactory performance or quality of a product or Work," but in all events subject to the terms and qualifications of the Contract Documents.
- § 1.1.11 Where materials, systems and equipment items are referred to in the singular, such reference shall not serve to limit the quantity required. The Contractor shall furnish quantities as required by the Contract Documents to complete the Work.
- § 1.1.12 Unless specifically limited in the Contract, the words "furnish," "install," and "provide," or any combination thereof, mean to furnish and incorporate into the Work, including all necessary labor, materials, and equipment and other items required to perform the Work indicated.
- § 1.1.13 The Project Manual is a volume assembled for the Work which may include the bidding requirements, sample forms, Conditions of the Contract and Specifications.

#### § 1.2 Correlation and Intent of the Contract Documents

- § 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. If the Drawings and Specifications conflict with each other regarding the quality or quantity of Work required, the better quality and/or the greater quantity shall govern, and shall be provided, unless instructions are otherwise furnished to the Contractor by the Architect in writing with the Owner's consent.
- § 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.
- § 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade. Where responsibility for particular Work is required of the Contractor, the Contractor shall not be released from that responsibility by reason of the location of the Specification, Drawing, or other information that establishes the responsibility. Thus, for example, the Contractor shall be responsible for all Work required of it, even though that responsibility may be shown only in that portion of the Contract Documents typically pertaining to another contractor or trade.
- § 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.
- § 1.2.4 If there should be a conflict between two or more of the Contract Documents, the following order of interpretation shall apply.
  - .1 Where requirements specifically set forth in the Agreement are in conflict with other Contract Documents, including, but not limited to, these General Conditions, the Agreement shall govern.
  - .2 In all other instances, the conflict shall be resolved by complying with the provision that is most favorable to the Owner, as determined in the Owner's sole discretion.
  - .3 When a duplicate of material or equipment occurs in the Drawings, the Specifications or other Contract Documents, each Contractor shall be deemed to have bid on the basis of each furnishing such material or equipment. The Owner will decide which Contractor shall furnish the same.
- § 1.2.4.1 Without limiting the applicability of Section 1.2.4, if there should be conflict or ambiguity within any single Contract Document (for example, these General Conditions, as modified), the conflict or ambiguity shall be resolved by complying with the provision that is most favorable to the Owner, as determined in the Owner's sole discretion.

- § 1.2.5 It is the intent of the Contract Documents to accomplish a complete and workmanlike installation in which there shall be installed new products of the latest and best design and manufacture, and workmanship shall be thoroughly first class, executed by competent and experienced workmen.
  - .1 Details of preparation, construction, installation, and finishing encompassed by the Contract Documents shall conform to the industry standards of the respective trades, and that workmanship and construction methods shall be of workmanlike quality so as to accomplish a neat and finished job, consistent with industry standards.
  - .2 Where specific recognized standards are mentioned in the Specifications, it shall be interpreted that such requirements shall be complied with.
- § 1.2.6 The Contractor acknowledges that there may be items of the Work that the Contractor is responsible to provide under the Contract Documents that are not drawn or specified in the design but are necessary for the proper execution and completion of the Work, and are consistent with, and reasonably inferable from, the Drawings and Specifications. Provided the necessary work or materials does not materially increase the cost of the Work, all such items shall be provided as part of the Work without delay in its progress and without any increase in the Contract Sum.

#### § 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

#### § 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

# § 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

- § 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and unless otherwise indicated in the Contract Documents or the Owner/Architect Agreement, the Architect and the respective consultants will retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.
- § 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service, subject to any protocols established pursuant to Section 1.7, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.
- § 1.5.3 The Drawings, Specifications, and other documents and all data used in compiling any tests, surveys, or inspections at the Project Site and the results therefrom, as well as all photographs, drawings, specifications, schedules, data processing output, computer-aided design/drafting (CADD) system disks/tapes, computations, studies, audits, reports, models and other items of like kind, and all intellectual property, prepared or created for or in connection with the Project and required by the Owner, the Contractor, or a third party, belong to the Owner. The Contractor may retain one record set. All copies of them, except Contractor's record set, shall be returned or suitably accounted for upon completion of the Work. They are for use solely with respect to the Project. The Contractor shall not, without the prior written consent of the Owner, use or permit anyone to use any Drawings, Specifications, or other documents prepared for or in connection with the Project, or any concepts or ideas developed in connection with the Project, for any purpose other than the Project. The Owner shall at all times have access to and control over the disposition of any Drawings, Specifications, and other documents pertaining to the Project.

#### § 1.6 Notice

- § 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to an appropriate representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by registered or certified mail, by courier, or by electronic transmission if an acknowledgment of receipt is received from the recipient or proof of receipt is otherwise established. The parties acknowledge that an appropriate representative of the Owner shall have authority only to the extent provided by the Owner's Board of Education.
- § 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to an appropriate representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery. The parties acknowledge that an appropriate representative of the Owner shall have authority only to the extent provided by the Owner's Board of Education.

#### § 1.7 Digital Data Use and Transmission

The parties may agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

#### ARTICLE 2 OWNER

#### § 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to matters requiring the Owner's approval or authorization subject to parameters of authority established by the Owner's Board of Education as provided in writing to Contractor. Benjamin Shuldiner or his designee shall serve as initial Owner representatives and shall be reasonably available to Contractor. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

#### § 2.1.2 NOT USED.

#### § 2.2 Evidence of the Owner's Financial Arrangements

- § 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish, as applicable, to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately by a mutual agreement in writing by the Owner and Contractor.
- § 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall immediately notify the Owner that the Work has stopped and state with specificity why any evidence provided (or not provided) by the Owner is insufficient. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents. The parties' disagreement as to the appropriateness of payment for services performed shall not constitute the Owner's failure to make financial arrangements to fulfill the Owner's obligations under the Contract Documents.
- § 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.
- § 2.2.4 Where information is protected by law and/or the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any

other person. However, the Contractor may disclose such "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. To the extent permitted by law, the Contractor may also disclose such "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

#### § 2.3 Information and Services Required of the Owner

- § 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including, but not limited to, those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.
- § 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the State of Michigan. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.
- § 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor whose status under the Contract Documents shall be that of the Architect.
- § 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. Taking into account the Contractor's experience and expertise, and exercise of professional caution, the Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work. The Contractor shall not be entitled to additional compensation resulting from its failure to confirm the location of site utilities or existing structures prior to the opening of the Contractor's bid.
- § 2.3.5 Upon specific written request by the Contractor, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services. Contracts with other Contractors alone shall not constitute sufficient Owner control for purposes of this Section.
- § 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

#### § 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3. This right shall be in addition to and not in limitation of the Owner's rights under any provision of the Contract Documents.

# § 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a three business day period after receipt of notice from the Owner or the Owner's designee (including, for this purpose, the Architect) to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, including any claim against the Contractor's Performance Bond, correct such default or neglect. In the event the Contractor's default or neglect results in a threat to the safety of persons or property, the Contractor shall immediately commence and continue correction; otherwise, the Owner may undertake the same actions as permitted in the prior sentence. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses, including any and all legal expenses incurred to effectuate and enforce this provision, and compensation for the Architect's and/or other Contractor's additional services made necessary by such default, neglect, or failure. If the Contractor does not agree to a Change

Order as described in the preceding sentence, the Owner may nevertheless withhold the reasonable cost of correcting such deficiencies and the expenses identified in the preceding sentence (including, but not limited to, all legal expenses incurred to effectuate and enforce this provision). Exercise of such rights shall in no way limit or jeopardize the Owner's right to any claim against the Performance Bond or Contractor. The Architect may also, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including the aforementioned Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15. In the event the Owner directs another entity to perform Work pursuant to this Section that otherwise is the obligation of the Contractor, including correction of safety violations, either at the Contractor's request or as a result of the Contractor's failure to perform such Work, the Owner may withhold any payments due Contractor to cover all costs for labor, material, and equipment plus that other entity's administrative, profit, and overhead costs. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

#### ARTICLE 3 CONTRACTOR

#### § 3.1 General

- § 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.
- § 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.
- § 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.
- § 3.1.4 These General Conditions refer to the relationship between the Owner and Contractor. As to the contract between the Contractor and its Subcontractors, the General Conditions shall be read as the Contractor having the position of the Owner and the Subcontractors having the position of the Contractor. The Subcontractors are bound to the Contractor just as the Contractor is bound to the Owner. The Subcontractor shall have all the rights, duties and obligations to the Contractor as the Contractor has rights, duties and obligations to the Owner. The Subcontractors shall agree to and accept the same responsibility to the Owner as the Contractor. In the event any failure of a Subcontractor or the Subcontractor's Subcontractor or supplier, at any tier, causes any type of defective Work, injury, loss or damage to the Owner, direct or indirect, the Contractor shall be jointly and severally liable to the Owner for such injury in addition to any responsibility or liability of the Subcontractor.

#### § 3.2 Review of Contract Documents and Field Conditions by Contractor

- § 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents. The Contractor shall independently verify all information related to utilities prior to beginning the Work. The Contractor shall make careful investigation to establish the exact location of any such items indicated on the Drawings (e.g., locate via hand digging before excavating). The Contractor shall be responsible for all costs arising out of damage to such items or additional construction costs incurred because Contractor failed to verify said information.
- § 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the

Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require, with a copy of same to be forwarded to the Owner.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.2.5 Prior to submitting its bid, the Contractor shall have studied and compared the Contract Documents and shall have reported to the Architect any error, inconsistency or omission in the Contract Documents. It will be presumed that the Contractor's bid and the Contract Sum include the cost of correcting any such error, inconsistency or omission, which could have been discovered by the exercise of reasonable diligence. Unless the Contractor establishes that such error, inconsistency or omission could not have been discovered by the exercise of reasonable diligence, the Contractor will make such corrections without additional compensation so that the Work is fully functional.

#### § 3.3 Supervision and Construction Procedures

§ 3.3.1 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, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures. The Contractor shall immediately notify the Architect and Owner of delays of any other Contractors that could impact timely coordination and completion of the Work.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work. The Contractor shall be deemed to have accepted prior work when it commences provision of subsequent Work and shall be responsible for the cost of repair, replacement, or reconstruction if the prior work is found to be improper.

#### § 3.4 Labor and Materials and Utilities

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. Such provision of labor and materials shall occur

in sufficient time to satisfy the existing Project schedule. The Contractor bears the risk of any failure to timely provide such labor and materials for any reason. The Contractor agrees to execute the appropriate UCC forms to effectuate the Owner's ownership of the material and equipment furnished pursuant to this Agreement.

- § 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.
- § 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.
- § 3.4.4 The Contractor agrees that neither it nor its Subcontractors will discriminate against any employee or applicant for employment, to be employed in the performance of this Contract, with respect to hire, tenure conditions or privilege of employment, or any matter directly or indirectly related to employment, because of race, age, sex, color, religion, national origin, ancestry or physical disability. Breach of this covenant may be regarded as a material breach of this Contract.
- § 3.4.5 Immediately after "award of the Contract," the Contractor shall provide the Architect a list showing the name of the manufacturer proposed to be used for each of the product(s) identified in the Specifications and, where applicable, the name of the installing Subcontractor.
- § 3.4.6 The Architect will reply in writing to the Contractor stating whether the Owner or the Architect, after due investigation, has reasonable objection to any such proposal. If adequate data on any proposed manufacturer or installer is not available, the Architect may state that action will be deferred until the Contractor provides further data.
- § 3.4.7 In all cases involving utilities, unless the Contract Documents specifically provide otherwise, it shall be the Contractor's responsibility to coordinate the Work with the owners of such utilities for the protection of such utilities and for the safety associated with working with or in the vicinity of such utilities. The Contractor shall coordinate any work required by private and/or public utility companies to provide utilities to the Work and/or shall coordinate relocation of utilities as required by the Work. Any reference to the Owner being responsible for the coordination of, the paying for, or the relocation of any utility or associated equipment, which it does not own or control, requires only reasonable efforts by the Owner to coordinate such activity.

# § 3.4.8 Asbestos-Free Product Installation

- § 3.4.8.1 It is hereby understood and agreed that no product and/or material containing asbestos, including chrysolite, amosite, crocidolite, tremolite asbestos, anthorphyllite asbestos, actinolite asbestos and any combination of these materials that have been chemically treated and/or altered shall be installed or introduced into the Work by the Contractor or its employees, agents, Subcontractors, or other individuals or entities over whom the Contractor has control. The Contractor shall be required to provide a signed certification statement ensuring that all products or materials installed or introduced into the Work will be asbestos-free.
- § 3.4.8.2 The Contractor also shall be required to furnish certified statements from the manufacturers of supplied materials used during construction verifying their products to be asbestos-free in accordance with the requirements of Section 3.4.8.1.
- § 3.4.8.3 The Contractor shall complete and submit to the Owner a certification evidencing asbestos-free product installation prior to issuance of the final Certificate for Payment in a form acceptable to the Owner.
- § 3.4.9 Asbestos may be present within the construction areas. Contractors are to become aware of Owner's hazardous material report prior to construction. Work is not to disturb any in-place hazardous materials. The Contractor must immediately stop all Work and notify the Owner if it reasonably suspects the presence of unknown hazardous materials and/or has disturbed any materials reasonably suspected to be hazardous materials.

#### § 3.5 Warranty

- § 3.5.1 In addition to any other warranties, guarantees, or obligations set forth in the Contract Documents or applicable as a matter of law, and not in limitation of the terms of the Contract Documents, the Contractor warrants and guarantees that:
  - .1 The Owner will have good title to the Work and all materials and equipment incorporated into the Work and, unless otherwise expressly provided in the Contract Documents, will be new.
  - .2 The Work and all materials and equipment incorporated into the Work will be free from all defects, including any defects in workmanship or materials.
  - .3 The Work and all equipment incorporated into the Work will be fit for the purposes for which they are intended.
  - .4 The Work and all materials and equipment incorporated into the Work will be merchantable.
  - .5 The Work and all materials and equipment incorporated into the Work will conform in all respects to the Contract Documents in the reasonable judgment of Architect.

Upon notice of the breach of any of the foregoing warranties or guarantees or any other warranties or guarantees under the Contract Documents, the Contractor, in addition to any other requirements in the Contract Documents, will commence to correct such breach within 72 hours after written notice thereof and thereafter will use its commercially reasonable best efforts to correct such breach to the satisfaction of the Owner; provided that if such notice is given after final payment hereunder, such 72 hour period shall be extended to seven (7) days. The foregoing warranties and obligations of the Contractor shall survive the final payment and/or termination of the Contract.

The Contractor shall, at the time of final completion of the Work and as a condition precedent to final payment to the Contractor, assign to the Owner all manufacturers' warranties related to the materials and labor used in the Work. The Contractor further agrees to perform the Work in such manner as to preserve any and all such manufacturers' warranties and deliver to the Architect the warranties, project manuals, operating procedures, and other materials related to each of the building systems and materials included in the Contractor's Work and as required by the Specifications.

Notwithstanding anything contrary in the foregoing or in any other Contract Document(s), labor shall be warranted for one year, commencing as of the date specified in the Architect's Certificate of Substantial Completion, and the manufacturer warranties applicable to the materials integrated into the Work shall commence and end as provided in the such warranty documents, provided to Owner in accordance with this Section 3.5.1.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

# § 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect. The Contractor shall pay all local, state and federal taxes levied on its business, income or property and shall make all contributions for social security and other wage or payroll taxes. The Contractor shall be solely responsible for such payments and shall indemnify the Owner and hold it harmless from same.

#### § 3.7 Permits, Fees, Notices and Compliance with Laws

- § 3.7.1 The Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.
- § 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.
- § 3.7.3 If the Contractor performs Work contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

#### § 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide written and dated notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Owner and Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, they will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Owner and Architect determine that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Contractor in writing, stating the reasons. If Contractor disputes the determination or recommendation, the Contractor shall submit a Claim as provided in Article 15. The requirements of Section 2 of 1998 PA 57, as amended, are hereby incorporated into this document. The Contractor shall be alert to any indication or evidence of existing underground or concealed utilities or structures not shown on the Contract Documents and shall immediately notify the Owner of discovery of such evidence. If the Contractor encounters such utilities or structures, it shall cease operations immediately to minimize damage and shall notify the Owner and Architect. The Contractor shall bear the cost of damage resulting from its failure to exercise reasonable care in its construction activity or from continuing operations without notifying the Owner.

§ 3.7.4.1 The Contractor bidding on the Work is responsible for visiting the site and determining all local conditions that may in any way affect its Work.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall provide written and dated notification to the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features shall be made, as needed, as provided in Article 15.

#### § 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

- § 3.8.2 Unless otherwise provided in the Contract Documents.
  - .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
  - .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
  - .3 whenever costs differ from allowances, the Contract Sum may be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.
- § 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

# § 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. The superintendent shall be satisfactory to the Owner in all respects, and the Owner shall have the right to require the Contractor to

remove any superintendent from the Project whose performance is not satisfactory to the Owner and to replace such superintendent with a superintendent who is satisfactory to the Owner.

- § 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Owner and/or the Architect may notify the Contractor, stating whether the Owner and/or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review.
- § 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent.

#### § 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits required under the Contract Documents or any scheduling updates issued by the Architect or Owner. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project. In no event shall the Contractor's Construction Schedule be extended due to action or inaction of the Contractor, except with prior written approval of the Owner within the Owner's sole, reasonable discretion.

The Contractor shall cooperate with the Architect and Owner in scheduling and performing the Contractor's Work to avoid conflict with, and as to cause no delay in, the work or activities of other contractors or the construction or operations of the Owner's own forces. The Contractor acknowledges and understands that the work schedule will be modified from time-to-time with the Owner's approval to coordinate with the work of others and that such schedule changes do not give rise to a claim for damages or additional compensation by the Contractor for delay or otherwise. The Contractor shall be required to conform to the most recent Owner-approved schedule and acknowledges that fact was taken into account when it agreed to the Contract Sum and entered into this Contract.

- § 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Owner's and Architect's approval. The Owner's and the Architect's approvals shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, (2) allow for a reasonable amount of time to review submittals, and (3) shall provide for expeditious and practical execution of the Work. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.
- § 3.10.3 The Contractor shall perform the Work in general accordance with the most recent approved Project schedules and the most recent Work schedule submitted to the Owner and Architect consistent therewith.
- § 3.10.4 Progress Meetings: Meetings of representatives of the various Contractors may be held for the purpose of coordination and furthering the progress of the Work. Contractor and Subcontractor attendance is mandatory. Meetings shall be held at regular intervals as provided in the General Requirements; special meetings may be held if deemed necessary by the Owner and/or Architect.
- § 3.10.5 The Contractor shall proceed in accordance with the critical path set forth in the Construction Schedule. The Contractor shall monitor the progress of the Work for conformance with the requirements of the Construction Schedule and shall promptly advise the Owner of any delays or potential delays. If any progress report indicates any delays, the Architect shall propose an affirmative plan to correct the delay, including overtime and/or additional labor, if necessary. In no event shall any progress report constitute an adjustment of the Contract Time or any Milestone Date or the Contract Sum unless any such adjustment is agreed to by the Owner and authorized pursuant to a Change Order.

#### § 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

#### § 3.12 Shop Drawings, Product Data and Samples

- § 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor for submittal to and review by the Architect to illustrate some portion of the Work.
- § 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor for submittal to and review by the Architect to illustrate materials or equipment for some portion of the Work. All Work shall be furnished and installed in accordance with the Drawings, Specifications, and as additionally required by the manufacturer's printed instructions. The Contractor shall review the manufacturer's instructions, and where conflict occurs between the Drawings or Specifications and the manufacturer's instructions, the Contractor shall request clarification from the Architect prior to commencing the Work.
- § 3.12.3 Samples are physical examples for submittal to and review by the Architect that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.
- § 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.
- § 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

Because the schedule does not allow for the resubmission of any Shop Drawing, Project Data, Sample or similar submittals, the Contractor agrees to ensure that its first submissions shall comply with all the requirements of the Contract Documents. It is further agreed that if, for whatever reason, any Shop Drawing, Project Data, Sample, or similar submittals require more than one resubmission to secure the approval of the Architect, the Contract amount may be reduced by (1) the amount of the actual delay damages charged or suffered by the Owner, but in any event not less than \$100 per day, plus (ii) the actual cost of the Architect's review(s) for each subsequent resubmission necessary to secure the aforementioned approval(s). Without limiting the foregoing, the Contractor's obligation to hold the Owner harmless from and bear the costs for any delay, good faith rejection of or resulting from any Shop Drawing, Project Data, Sample or similar submittal by Architect is conditioned on such delay or rejection being attributable to an act or omission of Contractor.

- § 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.
- § 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

- § 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's review and approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect in detailed writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.
- § 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.
- § 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.
- § 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. Subject to its professional skill and expertise, the Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.
- § 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

#### § 3.13 Use of Site

- § 3.13.1 The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.
- § 3.13.2 Anything contained in the Contract Documents to the contrary notwithstanding, no one except the Owner shall be permitted to disrupt the operation of any building system or any other services without the Owner's prior written consent. Any request to perform such work shall be in writing, received by the Owner no less than five (5) days prior to the commencement of the requested disruption, and shall detail (1) the exact nature and duration of such interruption, (ii) the area affected, and (iii) any impact upon the Construction Schedule caused by such proposed temporary disruption. Unless otherwise approved by the Owner, all work shall be performed during the hours and on the days set forth in the Specifications, in accordance with the most-recent project schedule, and/or as directed by the Owner or Architect. The Contractor's failure to comply with the notice provisions of this section shall constitute a waiver by the Contractor of any right it may have to an adjustment of the Contract Time, on account of any postponement, rescheduling, or other delays ordered by the Owner in connection with any Work for which appropriate notice was not furnished.

§ 3.13.3 The Contractor will consult with the Owner and the Architect concerning any necessary operations at the Project site, including staging area limits, office or storage trailer locations, dumpster operations, equipment and material deliveries, hoisting areas and any other construction impacts on the Owner's grounds.

# § 3.14 Cutting and Patching

- § 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.
- § 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

#### § 3.15 Cleaning Up

- § 3.15.1 The Contractor and its Subcontractors, under the Contractor's direction, shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.
- § 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.
- § 3.15.3 Any areas and/or concurrently occupied space both occupied by the Owner and used in the progress of the Work, both within the limits of the construction site and the adjacent areas leading to it, shall be maintained, opened to travel and kept in a clean condition. Failure by the Contractor to maintain said areas will result in the Owner's cleaning of same, at the expense of the Contractor.
- § 3.15.4 In addition to removal of rubbish, the Contractor and its Subcontractors, under the Contractor's direction, shall replace any broken glass, remove stains, spots, marks, and dirt from decorated work, clean hardware, and/or remove spots and smears from all surfaces which were affected by the Work.

# § 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

# § 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall indemnify and hold harmless the Owner and Architect from any and all cost, damages, or loss on account thereof, including, but not limited to, actual attorneys' fees, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect. The review by the Owner or Architect of any method of construction, invention, appliance, process, article, device or materials of any kind shall be for its adequacy in the Work and shall not be an approval for the use thereof by the Contractor in violation of any patent or other rights of any third person.

#### § 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the

negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

- § 3.18.2 In addition to and not in limitation of the Contractor's other indemnity obligations, the Contractor hereby accepts and assumes exclusive liability for and shall indemnify, protect, and hold harmless the Owner and Architect from and against the payment of the following:
  - .1 all contributions, taxes, or premiums (including interest and penalties thereof) which may be payable under the unemployment insurance law of any state, the federal Social Security Act, federal, state, county, and/or municipal tax withholding laws, or any other law, measured upon the payroll of or required to be withheld from employees by whomsoever employed, engaged in the Work to be performed and furnished under this Contract;
  - .2 all sales, use, personal property and other taxes (including interest and penalties thereof) required by any federal, state, county, municipal, or other law to be paid or collected by the Contractor or any of its Subcontractors or vendors or any other person or persons acting for, through or under it or any of them, by reason of the performance of the Work or the acquisition, ownership, furnishing, or use of any materials, equipment, supplies, labor, services, or other items for or in connection with the Work; and
  - all pension, welfare, vacation, annuity, and other benefit contributions payable under or in connection with respect to all persons by whomsoever employed, engaged in the Work to be performed and furnished under this Contract.

Provided Owner or Architect has, in good faith and to the best of their knowledge, provided Contractor with complete, accurate, reports identifying the presence of any and all hazardous materials on Site as of the date of commencement of the Work, Contractor shall indemnify, defend, and hold the Owner harmless from any claim, damage, loss or expense, including, but not limited to, actual attorney fees, incurred by the Owner related to any hazardous material, condition or waste, toxic substance, pollution, or contamination brought into the Project site or caused or exacerbated by the Contractor or used, handled, transported, stored, removed, remediated, disturbed, or dispersed of by Contractor.

§ 3.18.3 In the event that any claim is made or asserted, or lawsuit filed for damages or injury arising out of or resulting from the performance of the Work, whether or not the Owner or Architect is named as a party, the Contractor shall immediately advise the Owner and Architect, in writing, of such claim or lawsuit and shall provide a full and complete copy of any documents or pleadings thereto, as well as a full and accurate report of the facts involved.

#### ARTICLE 4 ARCHITECT

#### § 4.1 General

- § 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement. The Term "Architect," "Architect/Engineer," "Engineer," or "Design Professional" as used herein means the Architect or the Architect's authorized representative.
- **§ 4.1.2** Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner and Architect.

#### § 4.2 Administration of the Contract

- § 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment and with the Owner's written concurrence during the correction period. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.
- § 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or more frequently as agreed with the Owner or required by law, to become familiar with the progress and quality of the portion of the Work completed, and to determine if the Work, when fully completed, will be in accordance with the Contract Documents. Except as otherwise set forth herein or in the Owner/Architect Agreement, the Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures,

or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents. The Architect shall provide all services and duties that may be performed by an "Architect" or "Engineer" in 1937 PA 306 and 1980 PA 299, including but not limited to supervision of construction.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner informed about the progress and quality of the portion of the Work completed, will guard the Owner against defects and deficiencies in the Work, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. Except as required by the Owner/Architect Agreement or other Contract Documents, the Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and, except as provided in the agreement between Owner and Architect or this document, will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work. The Architect shall provide all services and duties that may be performed by an "Architect" or "Engineer" in 1937 PA 306 and 1980 PA 299, including but not limited to supervision of construction.

#### § 4.2.4 Communications

The Owner and Contractor shall endeavor to include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise materially affecting the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

- § 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.
- § 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.
- § 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Owner and Architect or, in the absence of an approved submittal schedule, with reasonable promptness as to cause no delay in the Work while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. However, should the Architect discover during the course of such review any inaccuracies, incompleteness, or other irregularities, the Architect shall immediately notify the Owner of the same to determine an appropriate corrective course of action or notify the Contractor of the same to correct the irregularities.
- § 4.2.8 The Architect will review and recommend for approval Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.
- § 4.2.9 The Architect will conduct inspections to determine, with the Owner's concurrence, the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to

Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

- § 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site.
- § 4.2.11 The Architect will interpret matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness given the particular circumstances.
- § 4.2.12 Interpretations of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations, the Architect will endeavor to secure faithful performance by Contractor, and will not be liable for results of interpretations or decisions rendered in good faith and without negligence.
- § 4.2.13 The Architect's interpretations on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.
- § 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness given the particular circumstances. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

#### ARTICLE 5 SUBCONTRACTORS

#### § 5.1 Definitions

- § 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor. The term "Subcontractor" shall also include Sub-subcontractors at any tier and material and equipment suppliers. Each and every subcontract shall be understood to have the Owner as a third-party beneficiary, and the Owner shall enjoy all third-party beneficiary rights permitted by law.
- § 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

#### § 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

- § 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect in writing of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. All contractual agreements with additional persons or entities serving as a Subcontractor or supplier shall expressly identify the Owner as a third-party beneficiary, and the Owner shall enjoy all third-party beneficiary rights not prohibited by law.
- § 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.
- § 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, despite the Architect's or Owner's

reasonable objection, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution. The Contractor shall notify the Owner and Architect of any proposed substitution a minimum of ten (10) days prior to such proposed change.

#### § 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Subsubcontractors.

# § 5.4 Contingent Assignment of Subcontracts

- § 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that
  - .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and
  - .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

- § 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation may be adjusted as negotiated by the parties.
- § 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity.

# ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS § 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

- § 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance. The Contractor shall be responsible for coordinating the Work and with the work of other Contractors, including the Owner's own forces or Separate Contractors, so as to complete the Work in accordance with the Project time schedule.
- § 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

#### § 6.1.4 NOT USED.

#### § 6.2 Mutual Responsibility

- § 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.
- § 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not reasonably discoverable.
- **§ 6.2.3** The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction.
- § 6.2.4 The Contractor shall promptly remedy damage that the Contractor causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.
- **§ 6.2.5** The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

# § 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and allocate the cost among those responsible. The Owner's right to clean up shall in no event be deemed a duty, and should the Owner choose not to pursue this remedy, the Contractor necessitating such action shall remain fully responsible for the same.

#### ARTICLE 7 CHANGES IN THE WORK

#### § 7.1 General

- § 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, only by Change Order, Construction Change Directive, written contract amendment, or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.
- § 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive may be issued by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.
- § 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

#### § 7.2 Change Orders

- § 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:
  - .1 The change in the Work;
  - .2 The amount of the adjustment, if any, in the Contract Sum; and
  - .3 The extent of the adjustment, if any, in the Contract Time.
- § 7.2.2 Unless expressly stated otherwise in the Change Order, an agreement on any Change Order shall constitute the Contractor's final position on all matters relating to the change in the work that is subject to the Change Order, including, but not limited to, all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum and the Contract Time.

#### § 7.3 Construction Change Directives

- § 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.
- § 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.
- § 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one or more of the following methods:
  - .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
  - .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
  - .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
  - .4 As provided in Section 7.3.4.

However, the Contract Time shall be adjusted only if the Contractor demonstrates to the Owner that the changes in the Work required by the Construction Change Directive adversely affect the critical path of the Work.

- § 7.3. If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine, with the Owner's approval, the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.6 shall be limited to a reasonable amount of the following that are actually incurred by the Contractor:
  - .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
  - .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
  - .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others:
  - .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
  - .5 Costs of supervision and field office personnel directly attributable to the change.
- § 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.
- § 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any,

provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time. Contractor agreements to a Construction Change Directive shall require a follow-up writing or signature as contemplated in Section 7.3.7.

- § 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.
- § 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.
- § 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for undisputed Work completed under the Construction Change Directive in Applications for Payment. For those undisputed portions, the Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost, if agreed to by the Owner in writing, shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of the Contractor to disagree and assert a Claim in accordance with Article 15.
- § 7.3.10 When the Owner and Contractor agree in writing with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments in writing, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.
- § 7.3.11 In no event shall the Contractor be entitled to receive, and the contractor hereby waives the right to receive, any payment or any extension of time for additional or changed work, whether partially or fully completed or simply proposed, unless such additional work is authorized by a written Change Order or Construction Change Directive signed by the Owner, nor shall the Contractor be obligated to proceed with any such work. Only the Owner shall have the right to issue a written Change Order or Constructive Change Directive to the Contractor authorizing an addition, deletion or other revision in the scope of the Work and/or an adjustment in the Contract Sum or the Construction Schedule.

#### § 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall either (i) file a Claim in accordance with Article 15 and continue to implement the change in the Work, or (ii) notify the Owner and Architect in writing and shall not proceed to implement the change in the Work. Without limiting other restrictions on payment, if the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

#### ARTICLE 8 TIME

#### § 8.1 Definitions

- **§ 8.1.1** Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.
- § 8.1.2 The date of commencement of the Work is the date established in the Agreement.
- § 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.
- § 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

#### § 8.2 Progress and Completion

- § 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for obtaining all supplies, materials, tools and equipment necessary to perform the Work and for properly performing the Work.
- § 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.
- § 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time. All work shall be completed in sufficient time to allow for clean-up and preparation for Owner move-in prior to the Date of Substantial Completion.

#### § 8.3 Delays and Extensions of Time

- § 8.3.1 Provided the Contractor submits a written request for an extension not more than fourteen (14) days after the occurrence that gives rise to the delay, if the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by fire, government-declared emergencies, unavoidable casualties, significant and unusual adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending litigation, mediation, arbitration or binding dispute resolution, as applicable; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine and with which the Owner agrees. Failure of the Contractor to submit a timely request for an extension shall irrevocably waive the Contractor's right to such an extension of time. If the Contract Time is subject to extension pursuant to this subparagraph, such extension shall be the exclusive remedy of the Contractor and the Contractor shall not be entitled to recover damages from the Owner.
- § 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.
- § 8.3.3 This Section 8.3 precludes recovery of damages for delay by the Contractor under other provisions of the Contract Documents. Under no circumstances may the Contractor assert a Claim, cause of action, or other relief against the Owner for delay damages.

### § 8.4 Delay Damage Claims

- § 8.4.1 In the absence of a delay caused by something outside the Contractor's reasonable control, if the Contractor fails to complete its Work on time resulting in loss or damage to the Owner, whether or not liquidated damages are called for in the Contract Documents, the Owner shall be entitled to make a Claim for direct damages caused by the Contractor's delay.
- § 8.4.2 In the event the Contractor is hindered in the commencement or progress of the Work for any reason by someone other than the Owner, and in the event the Contractor claims damages as a direct and proximate consequence thereof (including, but not limited to, extended general conditions, overhead, profit, overtime, interest, supervision or other costs or profits whatsoever), then the Contractor shall not assert such claims against the Owner, and as to the Owner, the Contractor's claims of delay damages are hereby waived. The Contractor's sole and exclusive remedy regarding such claims for such delay damages shall be to pursue such claims directly against the individual or entity which caused the delay.

For any delay claims raised against the Owner for any reason, the Contractor's sole and exclusive remedy is an extension of time to perform the Work not to exceed the time frame of any proven delay. Under no circumstances is the Contractor entitled to monetary delay damages from the Owner.

§ 8.4.3 Notwithstanding the foregoing, in the event of any delay in the completion of the Contractor's Work or scheduling of the Contractor's Work, including the sequence of that Work which is attributable to the Owner, and if it is determined by a court of competent jurisdiction that the Owner is liable for such delay despite the other terms of this Contract barring any Owner liability for damages for delay, then the Owner shall be liable to the Contractor for liquidated damages in the amount of not to exceed One Hundred Dollars (\$100) per day, maximum, which shall include all of the Contractor's claims, including by way of example, delays, compressions of schedule, lost productivity, lost profits, lost opportunities, out of sequence work, overhead, crowding, tools, equipment, rentals, etc.

#### ARTICLE 9 PAYMENTS AND COMPLETION

#### § 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

#### § 9.2 Schedule of Values

The Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Owner or Architect may require, and unless objected to by the Owner or Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.2.1 The schedule of values shall be prepared in such manner that the value associated for each major item of work and each subcontracted item of work is shown with materials and labor indicated separately on AIA Document G702 - Application and Certificate of Payment, and AIA Document G703 - Continuation Sheet, or otherwise.

#### § 9.3 Applications for Payment

§ 9.3.1 At least fifteen (15) days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents. The form of Application and Certificate for Payment shall be AIA Document G702, Application and Certification for Payment, supported by AIA Document G703, Continuation Sheet, unless otherwise agreed by the Owner. Applications for Payment are due to the office of the Architect by the designated day of the month. Applications for Payment that are received after the specified date will not be processed until the following month.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders. A request for payment of sums related to work regarding Construction Change Directives shall, unless qualified in writing at the time of request, constitute full and complete consent to the Construction Change Directive(s) and to the issuance of a Change Order.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.1.3 The Contractor shall submit with each monthly Application for Payment (1) an Affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the previous application was submitted and for which the Owner might in any way be responsible have been paid or otherwise satisfied, and (2) a release or waiver of liens arising out of the Contract from each Contractor and/or Subcontractor, materialman, supplier and laborer for the Contractor addressing all previous Applications for Payment submitted for the Project.

§ 9.3.1.4 The Contractor must provide copies of the insurance certificates, bonds, and the same for all of the Subcontractors prior to submitting the first Application for Payment.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location

agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site. Payment to Contractor for materials stored off site is discouraged. When circumstances indicate that the Owner's best interest is served by off-site storage, the Contractor shall make written request to the Owner for approval to include such material costs in the next progress payment. The Contractor's request shall include the following information:

- A list of the fabricated materials consigned to the Project (which shall be clearly identified, giving the place of storage, together with copies of invoices and reasons why materials cannot be delivered to the site
- **.2** Certification that items have been tagged for delivery to the Project and that they will not be used for another purpose.
- .3 A letter from the Contractor's Surety indicating agreement to the arrangements and that payment to the Contractor shall not relieve either party of their responsibility to complete the Work.
- **4** Evidence of adequate insurance covering the material in storage, which shall name the Owner as additionally insured.
- .5 Costs incurred by the Architect to inspect material in off-site storage shall be paid by the Contractor.
- **.6** Subsequent pay requests shall itemize the materials and their cost which were approved on previous pay requests and remain in off-site storage.
- .7 When a partial payment is allowed on account of material delivered on the site of the Work or in the vicinity thereof or under possession and control of the Contractor, but not yet incorporated therein, such material shall become the property of the Owner, but if such material is stolen, destroyed or damaged by casualty before being used, the Contractor will be required to replace it at its own expense.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

# § 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect, in writing, together with the certification to which it pertains. However, unless otherwise required by the Owner/Architect Agreement, any other Contract Document, or applicable law, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum. Nothing in this Section 9.4.2 shall be interpreted to reduce or eliminate the Architect's duties as set forth in Section 3.1.9 of the Owner/Architect Agreement, including supervision of construction.

# § 9.5 Decisions to Withhold Certification

- § 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of
  - .1 defective Work not remedied, or the Contractor is in uncured default on the Agreement;
  - .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
  - **.3** failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
  - .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
  - .5 damage to the Owner or a Separate Contractor;
  - reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
  - .7 failure to carry out the Work in accordance with the Contract Documents;
  - .8 the Work not having progressed to the extent set forth in the Application for Payment;
  - .9 representations of the Contractor are untrue;
  - .10 failing to conform to Project Schedule;
  - .11 default in the performance of any obligation to the Owner under another contract; or
  - .12 failure to provide sufficiently skilled workers.
- § 9.5.2 When the Contractor disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, the Contractor may submit a Claim in accordance with Article 15.
- § 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.
- § 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.
- § 9.5.5 If the Contractor disputes any determination by the Owner or Architect with regard to any Certificate for Payment, the Contractor shall nevertheless continue to expeditiously perform the Work and such dispute shall provide no basis for any manner of suspension of the Contractor's performance of the Work.
- § 9.5.6 Notwithstanding anything herein to the contrary, the Owner has no obligation to pay the Contractor absent receipt of a Certificate for Payment for the requested amount, and neither the Architect's failure to issue a Certificate for Payment nor the Architect's failure to notify the Contractor and/or Owner of a withheld Certificate for Payment creates an obligation on the Owner to pay the Contractor. The foregoing sentence shall not operate to limit the right of the Owner to dispute amounts requested by the Contractor or to withhold payments from the Contractor as provided in the Contract Documents.

# § 9.6 Progress Payments

- § 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.
- § 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

- § 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.
- § 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.
- § 9.6.5 The Owner may, in its sole discretion, after providing Contractor with ten (10) days prior written notice, make direct payments to the Contractor's Subcontractors, suppliers, laborers or claimants relating to labor or material provided to the Contractor for which the Contractor has not provided a waiver of lien, in the event the Subcontractors, suppliers, laborers or claimants threaten to or actually cease providing labor and/or materials for the Project such that, in the Owner's determination, progress of the Project and the Project's Schedule are jeopardized. All payments made pursuant to this section shall be considered the same as if paid directly to the Contractor and shall constitute partial payment of the Contract Sum. In the event the Contractor disagrees with the amount proposed to be paid to one or more Subcontractors, suppliers, laborers or claimants, the Contractor shall provide a bond in the amount the Contractor believes the Owner will overpay, within ten (10) days of receipt of notice, or be barred from making any claim that the amount of the direct payment was incorrect. Payment under this provision shall not jeopardize any other remedy available to the Owner.
- § 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.
- § 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.
- § 9.6.8 The Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.
- § 9.6.9 Subject to applicable law, if a petition in bankruptcy or any other arrangement or proceeding regarding insolvency, assignment for the benefit of creditors, trust, chattel mortgage, or similar state or federal proceeding, whether voluntary or involuntary, shall be filed with respect to the Contractor, the Owner may withhold the final balance, or any other payments, whether or not an application for progress payment has been properly filed, until expiration of the period of any guarantees or warranties required for the Contractor, and the Owner may pay out such funds the amount necessary to satisfy any claims or costs that otherwise would have been covered by such guarantees or warranties.

# § 9.7 Failure of Payment

If without justifiable basis under the Contract Documents, including these General Conditions, the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the undisputed amount asserted by the Contractor in its Application for Payment or awarded by a court, then the Contractor may, upon twenty-one (21) additional days' written notice to the Owner and Architect, stop the Work until payment of the undisputed amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents. The Contractor acknowledges the Owner's right to dispute in

good faith any amount requested by the Contractor, and, irrespective of the Architect's issuance of a Certificate for Payment, the Owner's right to withhold payments from the Contractor, including, without limitation, to correct Work that fails to conform with the Contract Documents or as an offset or recoupment to recover the cost of damages incurred by the Owner due to the Contractor's breach of the Contract or a wrongful or negligent act or omission of the Contractor.

# § 9.8 Substantial Completion

- § 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents and when all required occupancy permits, if any, have been issued, so that the Owner can occupy or utilize the Work for its intended use.
- § 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.
- § 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item immediately. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.
- § 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.
- § 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.
- § 9.8.6 Notwithstanding Sections 9.8.1 and 9.8.2, as a condition precedent to establishing the date of Substantial Completion, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected (a "punch list"). The Contractor shall respond immediately to correct Work deficiencies and/or punch list items. Should the Contractor fail to make corrections in a timely fashion, but not later than fifteen (15) calendar days from the date of Substantial Completion or notification of the required corrections, whichever is earlier, such Work may be corrected by the Owner at the Contractor's sole expense, and any remaining payments due the Contractor shall be withheld by the Owner.
- § 9.8.7 The Contractor shall promptly notify the Architect, in writing, when the Work deficiencies and/or punch list items are completed. Upon the review of the Work by the Architect after such notification by the Contractor, if Work deficiencies and/or punch list items shall continue to exist, the Contractor shall reimburse the Owner its cost plus ten percent (10%) overhead and profit on any cost incurred by the Owner, including the Architect's fees for re-inspection of the Work. Failure to pay such costs within ten (10) days of receipt of a demand regarding the same shall permit the Owner to pay such costs out of retainage held by the Owner on the Contractor's contract.

# § 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete. The Contractor shall proceed with the Work in such a manner as reasonably directed and shall cooperate with the Owner to limit interruptions.

- § 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.
- § 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.
- § 9.9.4 Any agreement as to the acceptance of non-conforming Work not complying with the requirements of the Contract Documents shall be in writing in the form of a Change Order, acceptable to the Owner's authorized representative and signed by all parties.

# § 9.10 Final Completion and Final Payment

- § 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.
- § 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, (6) an affidavit that states the Work is fully completed and performed in accordance with the Contract Documents, (7) in the event of Contractor bankruptcy, at the Owner's option, an order entered by the court having jurisdiction of the Contractor's insolvency proceeding authorizing such payment, (8) a general release executed by the Contractor on a form provided by the Architect, (9) all close-out documents, (10) all warranties collected and provided in an acceptable manner, and (11) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and actual attorneys' fees.
- § 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.
- § 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from:
- .1 Claimsalready asserted as of the date of final payment and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents and resulting demands and Claims asserted in accordance with the Contract Documents;

- .3 terms of all warranties required by the Contract Documents or provided at law or in equity; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of all claims of the Contractor except those previously made by the Contractor in writing, including Claims pending as of the final payment date, or identified by the Contractor as unsettled at the time of final Application for Payment and specifically referenced as being an exception to the waiver contained in this section.

# ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY § 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

- § 10.1.1 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall continuously maintain adequate protection of all Work from damage and shall protect the Owner's property from injury or loss. The Contractor shall make good any such damage, injury or loss at no cost to the Owner, except to the extent directly eaused by agents or employees of the Owner. The Contractor shall adequately protect the Work and adjacent property as required by law, the Contract Documents, or as otherwise required, to cause no damage to the Work and adjacent property during the execution of the Work. This requirement shall also apply to structures above and below ground as conditions of the site require. The Contractor shall also provide recommendations and information to the Owner regarding (a) the assignment of responsibilities for safety precautions and programs by the Subcontractors and responsibilities for safety precautions and programs by the Owner for the safety of the Owner, and the general public; (b) temporary facilities; and (c) equipment, materials and services for common use of Subcontractors. The Contractor shall verify that the requirements and assignment of responsibilities are included in the proposed Contract Documents.
- § 10.1.2 The Contractor is solely responsible to the Owner for health and safety at the Project site and, accordingly, shall be solely responsible for initiating, monitoring, maintaining and supervising all safety precautions and programs in connection with the performance of the Work. The foregoing does not relieve the Subcontractors of their responsibility to the Contractor for the safe performance of their Work in accordance with all applicable laws.
- § 10.1.3 The Contractor shall develop and implement a health and safety plan that complies with all applicable laws covering all activities on the Project Site except those activities performed solely by the Owner. The Contractor shall provide the Owner a copy of such health and safety plan prior to commencement of Work. The Owner shall have no duty to review the plan and shall assume no duty by doing so.

# § 10.2 Safety of Persons and Property

- § 10.2.1 The Contractor shall take every reasonable precaution for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to
  - .1 employees on the Work and other persons who may be affected thereby;
  - .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
  - .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.
- § 10.2.2 The Contractor shall take all reasonable safety precautions with respect to its Work and work of others, shall comply with all standard industry safety measures and shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority and all other requirements of the Contract Documents, including those applicable to the safety of persons or property. The Contractor shall be responsible for the safety of all of the Contractor's employees and the safety of all of the Contractor's Subcontractors, suppliers, and their employees. The Contractor shall report in writing to the Architect any injury to any of Contractor's or its Subcontractor's employees at the site within one (1) day after the occurrence of such injury.
- § 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable, necessary and appropriate safeguards for safety and protection, including posting danger

signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

- § 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel. The Contractor shall be solely and fully responsible for any and all damage claims and for defense of all actions against the Owner relating to such explosives, hazardous materials and/or unusual methods.
- § 10.2.5 The Contractor shall promptly remedy damage and loss to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.
- § 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.
- § 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

# § 10.2.8 Injury or Damage to Person or Property

If the Contractor suffers injury or damage to person or property because of an act or omission of the Owner, or of others for whose acts the Owner is legally responsible, written notice of the injury or damage, whether or not insured, shall be given to the Owner within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the Owner to investigate the matter. This provision shall be for investigative purposes only and shall not eliminate or reduce a party's obligation to pursue Claims. The Contractor's failure to do so shall be an irrevocable waiver of any Claim arising out of such injury or damage. Injury or damage to persons or property suffered by the Owner because of an act or omission of the Contractor, or others for whose acts the Contractor is legally responsible, shall be subject to the limitation periods established by Michigan law.

- § 10.2.8.1 The Contractor causing damage to the Work of another shall be responsible for the repair and replacement of such damaged Work. Back charges shall be made against the Contract Sum of the damaging Contractor when corrections are not made promptly.
- § 10.2.8.2 If the Contractor or any Subcontractor chooses to use any systems, equipment, facilities, or services which have been incorporated in the Project as a permanent part thereof by any other, the Contractor shall assume full responsibility for damages caused to said systems, equipment, facilities or services, and have damages repaired as required, so that in no case will the performance of the used systems, equipment, facilities or services be diminished from the specified criteria as a result of such use.
- § 10.2.9 The Contractor acknowledges that the safety of the Owner's students, employees and guests is of the utmost importance. The Contractor will take no action which would jeopardize the safety of the Owner's students, employees and guests and, without the Owner's written approval, shall take no action which would interfere with the Owner's activities. Without limiting the foregoing sentence, the Contractor shall comply with all laws applicable to student and/or school safety.

# § 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing

the condition, immediately stop Work in the affected area and notify the Owner and Architect in writing of the condition.

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner, in its discretion, shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall, as a courtesy, furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately to address shutdown, delay, and start-up.

# § 10.3.3 NOT USED.

- § 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site. To the extent the Contract Documents require the removal, transport and disposal of hazardous materials, the Contractor agrees that it assumes responsibility for said tasks as part of the Contract.
- § 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

# § 10.3.6 NOT USED.

# § 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's reasonable discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7. Nothing in this paragraph will be construed as relieving Contractor from the cost and responsibilities for emergencies covered hereby.

# § 10.5 Notification of Utility Companies

- § 10.5.1 At least five (5) working days prior to the start of work in areas which may involve existing utility lines, the Contractor shall notify the MISS DIG notification system, as legally required and, if applicable, any Registered Utility Protection Service of the utility company possibly affected by the planned work by certified mail with return receipt requested.
- § 10.5.2 The utility company should, upon receipt of notice, stake, mark or otherwise designate the location (and depth) of their lines, or temporarily move the line(s). The Contractor shall wait for the applicable utility to stake and/or mark its utility lines before commencing the relevant Work
- § 10.5.3 The Contractor shall immediately report to the respective utility company any break or leak in its lines, or any dent, gouge, groove or other damage to the utility line or to its coating or cathodic protection made or discovered in the course of the Work.
- § 10.5.4 The Contractor shall immediately alert the Owner, Architect and occupants of nearby premises of any and all emergencies caused or discovered in the utility line(s) in the course of the Work.

# § 10.6 Security

§ 10.6.1 All construction participants, including the Contractor, Architect, Subcontractors, etc., shall cooperate with the Owner's security personnel and shall comply with all of the Owner's security requirements. Such requirements shall include, without limitation, if requested by the Owner, delivering to the Owner's security personnel, prior to the commencement of the Work on each day, a list of all personnel who will be permitted access to the Work. The foregoing, however, shall not relieve the Contractor of any obligation to provide a safe and secure workplace for all

parties entering the Project Site. The Contractor shall be responsible to implement commercially reasonable data security protection measures to protect the Owner's networks and data when performing technology-related Work.

# § 10.7 Fire Protection

- § 10.7.1 The Contractor shall maintain free access to the building areas for firefighting equipment and shall at no time block off main roadways or fire aisles without providing adequate auxiliary roadways and means of entrance for firefighting equipment, including heavy fire department trucks, where applicable.
- § 10.7.2 The Contractor shall at all times cooperate with the Owner and kept the municipal fire department informed of the means of entrance and changes to the roadways or fire aisles as needed to provide fire department access to or around the Project Site.
- § 10.7.3 The Contractor shall, during the entire construction period and until the completion of the Work, provide and maintain all material, equipment, and services necessary for an adequate fire protection system, which shall meet the approval of the Owner and/or the Architect. The system shall, at a minimum, meet the requirements set forth in the Contract Documents and of applicable laws. These requirements shall be augmented and/or the installations relocated, as may be necessary to meet, at all time, the demands of adequate protection in all areas and shall not be reduced prior to the completion of the Work with the written approval of the Owner and/or the Architect.

# § 10.8 Environmental Statement and Responsibility of Contractors and Sub-Contractors

- § 10.8.1 It shall be the responsibility of the Contractor to pay any and all costs incurred in any way related to clean up related to any environmental hazard created by means of release, spill, leak or any other means of contamination caused by accident or negligence that is the responsibility of Contractor or its subcontractors or other agents.
- § 10.8.2 It shall be the responsibility of the Contractor to dispose of any product(s) and/or material in strict compliance with applicable federal, state, and local laws (e.g., Environmental Protection Agency, Michigan Department of Natural Resources, etc.).

# ARTICLE 11 INSURANCE AND BONDS

# § 11.1 Contractor's Insurance and Bonds

- § 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as required by law and as otherwise described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies rated A- or better by A.M. Best Company and lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.
- § 11.1.2 The Owner hereby requires the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder, each in the penal sum of 100% of the Contract Sum and in accordance with applicable law, on the date of execution of the Contract. The Owner may also require, through the Contract Documents or otherwise, that any contract valued at \$50,000 or less shall also include payment and performance bonds each in the penal sum of up to 100% of the Contract Sum. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located. The Contractor shall obtain and provide to the Owner copies of any and all bonds required by the Contract prior to Contractor beginning performance pursuant to the Contract. The Contractor's obligation to provide such bonds shall not be waived in any fashion, including any failure to secure such bonds prior to Contractor beginning performance pursuant to the Agreement.
- § 11.1.2.1 The Contractor's liability insurance shall be not less than the following:
  - .1 General Requirements
    - a. Worker's Compensation Statutory
    - b. Employer's Liability \$1,000,000 Each Accident
      - \$1,000,000 Each Employee
        - \$1,000,000 Policy Limit
  - .2 Comprehensive General Liability

	a.	Bodily Injury	-	\$1,000,000 Each Occurrence
			-	\$2,000,000 Aggregate
	b.	Personal Injury	-	\$1,000,000 Each Occurrence
			-	\$2,000,000 Aggregate
.3	Automo	bile Liability		
	a.	Bodily Injury	-	\$1,000,000 Each Person
			-	\$1,000,000 Each Occurrence
	b.	Property Damage	-	\$1,000,000 Each Occurrence
.4	Indepen	dent Contractors	-	\$1,000,000 Each Occurrence
.5	Product	s and Complete Operations	-	\$1,000,000 for one (1) year, commencing
				with issuance of final Certificate for
				Payment
.6	Contrac	tual Liability	-	\$1,000,000 Each Occurrence
.7	Asbesto	s Abatement Liability	-	\$1,000,000 Per Claim
		•	-	\$2,000,000 Aggregate
.8	Pollutio	n	-	\$1,000,000
.9	Umbrel	la Coverage	-	\$4,000,000

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 For all insurances for which the Contractor is obligated to have its insurance company name the Owner, Architect and Architect's consultants as additional insured, the Contractor shall require such insurance company to add to the policy the following clause: "The insurance afforded to the Additional Insured is primary insurance. If the Additional Insureds have other insurance which is applicable to the loss on an excess or contingent basis, the amount of the insurance company's liability under this policy shall not be reduced by the existence of such other insurance." Should the Contractor's insurance costs increase due to adding the Architect and/or Architect's Consultants as additional insureds, and should such costs be passed on to the Owner, the Architect and Architect's Consultants, as applicable, shall reimburse the Owner for such additional costs.

§ 11.1.5 Notice of Cancellation or Expiration of Contractor's Required Insurance. Immediately after the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, but in no event less than the sooner of three (3) days after becoming aware or the coverage actually lapsing, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration, including the Contractor's plan to immediately procure replacement insurance as required by the Contract Documents to avoid any lapse in coverage. Contractor's failure to do so is a material breach of this Agreement, shall entitle the Owner to purchase replacement insurance at Contractor's sole cost, and shall subject the Contractor to any and all damages related to its failure to comply with its required insurance obligations. Further, upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right, but not the obligation, to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

# § 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. This policy will exclude any tools, equipment, scaffolding, glass breakage, etc., owned or rented by the Contractor or Subcontractors and materials stored on the site, but not incorporated into the Project. The Contractor shall be responsible for protecting all product until the Date of Final Completion is established by the Architect/Engineer. The Contractor shall replace any Work if damaged before Final Completion. The Contractor may assume the risk itself or obtain insurance in amounts it deems sufficient.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the

Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may obtain insurance of reasonable type and coverage amount that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work and the parties shall negotiate an adjustment to the Contract Sum and Contract Time. Property Insurance provided by the Owner will cover only Work incorporated into the construction and will not cover tools, equipment, or other property owned, leased, rented, or borrowed by the Contractor, Subcontractor, Sub-Subcontractor, or others.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor and (2) the Contract Time and Contract Sum shall be negotiated. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

# § 11.3 Waivers of Subrogation

§ 11.3.1 All parties referenced in this General Conditions or otherwise related to this Project acknowledge and agree that the Owner is not waiving any rights its insurer(s) may have to subrogation. To the extent any term in the Contract Documents contrary to this provision, such term is void and unenforceable.

# § 11.3.2 NOT USED.

# § 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss.

# § 11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 Å loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner. The Owner shall use its best efforts, with consultation of the Architect, to reach a quick and fair settlement for all interested parties, with the insurance companies after a loss.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15 if the Contractor timely and properly files a claim under Article 15.. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

# ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time or Contract Sum.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request with the Owner's consent to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to a negotiated adjustment to the Contract Sum and Contract Time as may be appropriate. At the time the Owner's consent is sought as described herein, the Architect shall notify the Owner that additional costs may apply if the Work is in accordance with the Contract Documents. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

# § 12.2 Correction of Work

It is understood that the correction of work, either before or after Substantial Completion, shall occur without extension of the Contract Time, without increase in the Contract Sum, and without use of any contingency.

# § 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including work of other Contractors and Subcontractors, compensation of consultants, any delay or related damages, attorneys' fees incurred by the Owner, additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense. The Owner shall have the right to charge the Contractor for any such costs and expenses and to deduct such amounts from any future payments due the Contractor.

# § 12.2.2 After Substantial Completion

- § 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.
- § 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.
- § 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.
- § 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.
- § 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.
- § 12.2.5 Nothing contained in this Section 12.2 or other provisions of the Contract Documents establishing a "correction warranty" or other similar concept shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents, including, without limitation, Section 3.5. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.
- § 12.2.6 The Contractor shall respond immediately to correct Work deficiencies and/or punch list items. Failure to correct Work deficiencies and/or punch list items in a timely fashion shall be a substantial breach, and the Owner

may terminate the Contract immediately. The Owner's right of termination in this Section 12.2.6 is separate and distinct from the right of termination in Section 14.2. Whether or not the Contract is terminated, if the Contractor fails to make corrections in a timely fashion, such Work may be corrected by the Owner, in its sole discretion, at the Contractor's expense and the Contract Sum may be adjusted by back charge and/or withholding future payments due the Contractor accordingly. The Contractor shall promptly notify the Architect in writing when Work deficiencies and/or punch list items are completed. If upon review of the Work by the Architect, after such notification by the Contractor, Work deficiencies and/or punch list items shall continue to exist, the Contractor shall reimburse the Owner for any costs incurred by the Owner, plus ten percent (10%) overhead and profit, as well as the Architect's fees for reinspections of the Work.

# § 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made. The acceptance of nonconforming Work by the Owner shall be by written Change Order signed by the Owner's authorized representative. Acceptance of nonconforming Work may only occur pursuant to such written Change Order.

# ARTICLE 13 MISCELLANEOUS PROVISIONS

# § 13.1 Governing Law

The Contract shall be governed by the law of the State of Michigan in all respects, except that Claims and causes of action for breach of the Contract Documents brought by the Owner shall not be deemed untimely if filed within six (6) years of Substantial Completion of the entire Project.

# § 13.2 Successors and Assigns

- § 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.
- § 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

# § 13.3 Rights and Remedies

- § 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.
- § 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

# § 13.4 Tests and Inspections

- § 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Contractor shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.
- § 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written

authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

- § 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents or applicable law, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.
- § 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.
- § 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.
- § 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

# § 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. For any late payments by the Owner, the interest rate shall not exceed five percent (5%) per annum (see MCL 438.31).

# ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

# § 14.1 Termination by the Contractor

- **§ 14.1.1** The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days for reasons within the Owner's control and through no act or fault of the Contractor, a Subcontractor, a Subsubcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:
  - .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

.2

- .3 Because the Owner has not made payment on an undisputed Certificate for Payment within the time stated in the Contract Documents, subject to justifiable withholding of payment as described herein or in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.
- § 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.
- § 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.
- § 14.1.4 If the Work is stopped for a period of 60 consecutive days for reasons within the Owner's control and through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

# § 14.2 Termination by the Owner for Cause

- § 14.2.1 The Owner may terminate the Contract if the Contractor
  - .1 refuses or fails to supply enough properly skilled workers or proper materials to the point of negatively impacting the Project and/or the related schedule;
  - .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
  - .3 disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority;
  - .4 otherwise is guilty of substantial breach of a provision of the Contract Documents; or
  - the Contractor fails to prosecute the Work or any part thereof with promptness and diligence, or goes into bankruptcy, liquidation, makes an assignment for the benefit of creditors, enters into a composition with its creditors, or becomes insolvent.
- § 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, three (3) business days' notice, terminate the Contractor's right to proceed with the Work, or such part of the Work as to which such defaults have occurred, and may take any one or more of the following actions:
  - .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
  - .2 Accept assignment of subcontracts pursuant to Section 5.4; and
  - .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

In the event the Contractor's surety bond requires notice of intent to declare a default of the Contractor and if such bond notice is provided by the Owner, such notice shall be adequate to satisfy the three (3) day written notice described above in this Section.

The three (3) day notice period identified in this Section does not give rise to an opportunity for the Contractor to cure the cause for termination. Further, the Owner's failure to properly follow the termination procedure shall not be a substantial or material breach of the Contract or the Owner's obligations.

- § 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.
- § 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner in pursuing termination and completion of the Work, including actual attorney and legal fees and costs, and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

# § 14.3 Suspension by the Owner for Convenience

- § 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.
- § 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent
  - .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
  - .2 that an equitable adjustment is made or denied under another provision of the Contract.

# § 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

- § 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall
  - .1 cease operations as directed by the Owner in the notice;
  - .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
  - .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.
- § 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed and costs incurred by reason of the termination.

# ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract, including, but not limited to, additional sums, additional time for performance, or damages for delay. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents. The Contractor shall not knowingly (as "knowingly" is defined in the Federal False Claims Act, 31 USC 3729, et seq.) present or cause to be presented a false or fraudulent Claim. As a condition precedent to making a Claim by the Contractor, the Claim shall be accompanied by an affidavit sworn to before a notary public or other person authorized to administer oaths in the State of Michigan and executed by an authorized representative of the Contractor, which states that, "The Claim which is submitted herewith complies with subparagraph 15.1.1 of the General Conditions, as amended, which provides that the Contractor shall not knowingly present or cause to be presented a false or fraudulent claim." Claims of the Owner shall be governed by the relevant Michigan statutory limitations period, excepting Warranty claims which shall be controlled by the warranty documents.

# § 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims as set forth herein and subject to law and shall pursue all causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2. The Owner shall commence all claims and causes of action in accordance with Section 13.1 and Section 15.1.2.1, regardless of any other time frames identified in the Contract Documents. The Contractor shall commence all Claims and causes of action in accordance with Section 15.1.2 and Section 15.1.3, other provisions of the Contract, and in accordance with Michigan law.

§ 15.1.2.1 Regardless of any provisions to the contrary, the limitations period with respect to any Claim or cause of action by the Owner with respect to defective or nonconforming Work shall not commence until the discovery of such defective or nonconforming Work by the Owner. See also Section 13.1.

# § 15.1.2.2 Surety Notice and Prior Approval

Except where otherwise expressly required by the terms of the Agreement or the General Conditions, exercise by the Owner of any contractual or legal right or remedy without prior notice to or approval by the Contractor's surety shall in no way prohibit the Owner's ability to pursue such right or remedy. Further, pursuit of such a right or remedy without prior notice to or approval of surety shall in no way compromise, limit or bar any claim by the Owner against a surety bond of the Contractor.

# § 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by the Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the Owner and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the

Initial Decision Maker. Claims by the Contractor shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the Contractor first recognizes the condition giving rise to the Claim, whichever is later. The Contractor's failure to timely and properly initiate a Claim shall be an absolute and irrevocable waiver of such Claim and any cause of action. Claims and causes of action by the Owner shall be governed by the applicable statute of limitations period, except when a provision of the Contract Documents provides a longer period. The parties acknowledge, understand, and agree that the Contractor's required prompt filing of a Claim is critical to the Project, as Contractor Claims often affect the Project schedule and/or Project budget, and that the deadline and waiver applicable to Contractor Claims is a material inducement to the Owner entering into an agreement with the Contractor.

# § 15.1.3.2 NOT USED.

# § 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim or cause of action, including mediation, arbitration and/or litigation, as applicable, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make undisputed payments in accordance with the Contract Documents.

# § 15.1.4.2 NOT USED.

# § 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Failure to provide such notice shall serve as an absolute bar against a Claim or cause of action for such an increase in the Contract Sum. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4. A Project delay shall not be a basis for a Claim or cause of action for additional cost by the Contractor. Delays may be remedied only through an extension of time per Sections 8.3.4 and 15.1.6.

# § 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of probable effect of delay on progress of the Work due to the increase in Contract Time sought. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

# § 15.1.7 Waiver of Claims for Consequential Damages

The Contractor waives Claims and/or causes of action against the Owner for consequential damages arising out of or relating to this Contract. This waiver includes, without limitation damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This waiver is applicable, without limitation, to all consequential damages due to either party's termination. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

# § 15.2 Initial Decision

§ 15.2.1 Claims of the Contractor shall, and Claims of the Owner may, be referred to the Initial Decision Maker for initial interpretation. The Architect will serve as the Initial Decision Maker. Except for those Claims excluded by this Section 15.2.1, an initial interpretation shall be required as a condition precedent to mediation, arbitration and/or litigation of any Claim brought by the Contractor against the Owner. If an initial interpretation has not been rendered within 30 days after a Contractor-required or Owner-requested Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without an interpretation

having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

- § 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to interpret the Claim. Within ten (10) days of a written request, the Contractor shall make available to the Owner or its representative all of its books, records, or other documents in its possession or to which it has access relating to a Claim and shall require its Subcontractors, regardless of tier, and suppliers to do the same.
- § 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering an interpretation. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.
- § 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will, based on its interpretation, either reject or approve the Claim in whole or in part.
- § 15.2.5 The Initial Decision Maker will render an initial interpretation approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial interpretation shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any recommended change in the Contract Sum or Contract Time or both. If the Claim is timely and properly asserted, the initial interpretation shall be subject to the parties' agreed-upon dispute resolution process.

# § 15.2.6 NOT USED.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner, Architect or Initial Decision Maker may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner, Architect or Initial Decision Maker may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

# § 15.3 Mediation

- § 15.3.1 Except as stated in this Agreement or otherwise agreed in writing by the parties, Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4 and 9.10.5, shall be subject to mediation as a condition precedent to the parties' agreed-upon dispute resolution process.
- § 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the commencement of the parties-agreed-upon dispute resolution proceedings but, in such event, mediation shall proceed in advance of such proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. All limitations periods shall be tolled during the mediation process.

# § 15.3.3 NOT USED.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

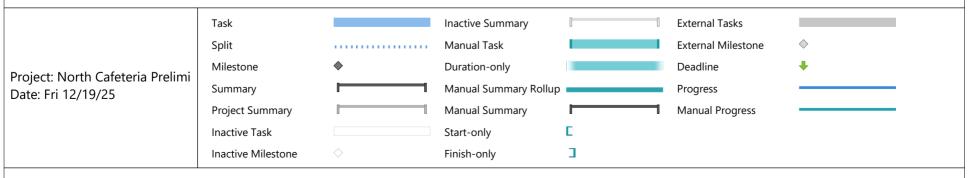
# § 15.4.4 Consolidation or Joinder

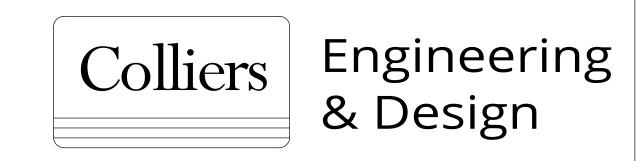
The Contractor further agrees to include similar dispute resolution provisions in all agreements with the Subcontractors, suppliers, and independent contractors and consultants retained for the Project and to require them to include a similar dispute resolution provision in all agreements with Subcontractors, all subconsultants, suppliers or fabricators so retained, thereby providing for a consistent method of dispute resolution between the parties to those agreements. Subject to the other limitations periods identified in these General Conditions which are understood to govern over this sentence, no demand for mediation or arbitration shall be made after the date when the applicable statutes of limitation would bar legal or equitable proceedings. During the pendency of any mediation or arbitration, all applicable limitations periods shall be tolled until the conclusion of that process.

With the exception of matters solely dealing with the Contract, the Owner reserves the right in its discretion to require consolidation or joinder of any mediation or arbitration arising out of or relating to this Agreement with another mediation or arbitration involving a person or entity not a party to this Agreement in any event the Owner believes such consolidation or joinder is necessary in order to resolve a dispute or avoid duplication of time, expense or effort. With the exception of matters solely dealing with the Contract, in the event the Owner is involved in a dispute which is not subject to mediation or arbitration involving a person or entity not a party to this Agreement, the mediation and arbitration provisions of this article shall be deemed to be void and nonexistent in the event Owner, in its discretion, determines the Contractor should become a party to that dispute by joinder or otherwise. Any mediation or arbitration hearing shall be held in the general location where the Project is located, unless another location is mutually agreed upon.

Modified: 7/25/22; 5:31 pm

D	0	Task Mode	Task Name	Duration	Start	Finish	Predecessors	5 4	6 8	.   10   12	14   1
1		*?	Cafeteria					4	0 0	10   12	14   1
2		-5	Demo / Abatement	10 days	Mon 6/8/26	Fri 6/19/26					
3		-5	Framing and ceiling adjustments	5 days	Mon 6/22/20	Fri 6/26/26	2				
4		<u>-</u>	MEP Rough in	5 days	Mon 6/22/20	Fri 6/26/26	2				
5		<u>-</u> 5	Rough inspections	1 day	Mon 6/29/20	Mon 6/29/26	4				
6		<del>-</del> 5	Gyp hang/ Finish / Patch	10 days	Tue 6/30/26	Mon 7/13/26	5				
7		-5	Ceiling grid / Adjustments	2 days	Tue 7/14/26	Wed 7/15/26	6				
8		<del>-</del> >	Bathroom flooring	10 days	Thu 7/16/26	Wed 7/29/26	7				
9		<del>-</del> 5	Bathroom FRP	2 days	Thu 7/30/26	Fri 7/31/26	8				
10		-5	Prime / paint	5 days	Tue 7/14/26	Mon 7/20/26	6				
11		<del>-</del> 5	Partitions	3 days	Mon 8/3/26	Wed 8/5/26	9				
12		<del>-</del> 5	Doors and hardware	3 days	Tue 7/21/26	Thu 7/23/26	10				
13		-5	Specialties	5 days	Mon 8/3/26	Fri 8/7/26	9				
14		<del>-</del> 5	MEP Finishes	10 days	Mon 8/3/26	Fri 8/14/26	9				
15		<u>-</u>	Ceiling tile	1 day	Mon 8/17/20	Mon 8/17/26	14				
16		-5	Punchlist	1 day	Tue 8/18/26	Tue 8/18/26	15				
17		<u>-</u>	Final inspections	1 day	Wed 8/19/20	Wed 8/19/26	16				
18		<u>-&gt;</u>	Cleaning	2 days	Thu 8/20/26	Fri 8/21/26	17				





560 5th St. NW // Suite 305 // Grand Rapids, MI 49504 616.827.4270



NORTH ELEMENTARY SCHOOL SO-1782

> 333 E MILLER RD, LANSING, MI 48911

> > 11/18/2025

# NORTH ELEMENTARY (INTERIOR RENOVATION)

PROJECT CONTACT LIST







CONTRACTOR: - LAUX CONSTRUCTION - 1018 HOGSBACK RD

- CONTACT: TODD COE

- LANSING SCHOOL DISTRICT

LANSING, MI CONTACT: BRIAN STIEBE - PHONE: 517-694-0117

Classic Engineering, LLC

1018 Hogsback Rd. Mason, MI 48854 517-694-0117

GRAND RAPIDS, MI

# MECHANICAL & ELECTRICAL ENGINEER: - CLASSIC ENGINEERING, LLC

# - 100 GRANDVILLE, SUITE 400

- CONTACT: LARRY WOOD & CINDY LADEWIG

# PROJECT LOCATION MAP



# **DRAWING INDEX**

G001 CODE REVIEW

- COLLIERS ENGINEERING & DESIGN G002 SAFETY PLAN G003 GENERAL REQUIREMENTS 560 5TH ST, SUITE 305

GRAND RAPIDS, MI

- PHONE: 616-848-6969

Engineering

& Design

# 04 - ARCHITECTURAL

A002 SPECIFICATIONS AD101 FIRST FLOOR DEMO AND REFLECTED CEILING PLAN

A102 FIRST FLOOR PLAN A121 FIRST FLOOR REFLECTED CEILING PLAN & DETAILS A421 INTERIOR ELEVATIONS

# A422 INTERIOR ELEVATIONS A501 FIRST FLOOR FINISH SCHEDULE

05 - MECHANICAL P101 FLOOR PLAN PLUMBING M101 FLOOR PLAN MECHANICAL

EP101 FLOOR PLAN - POWER

# 08 - ELECTRICAL

E1.00 DETAILS, SYMBOL LEGEND AND SPECIFICATIONS E2.00 ONE-LINE DIAGRAM ED101 FLOOR PLAN - DEMOLITION EL101 FLOOR PLAN - LIGHTING

# **CODE SUMMARY**

THE PROJECT SCOPE WILL CONSIST OF RENOVATING EXISTING CAFETERIA SERVING GRADES K-8 AND KITCHEN, AND RESTROOMS AT THE NORTH ELEMENTARY SCHOOL

# APPLICABLE BUILDING CODES

BUILDING CODE: 2021 MICHIGAN BUILDING CODE 2021 MICHIGAN REHABILITATION CODE

**BUILDING CODE (MI FIRE** 2016 SCHOOL FIRE SAFETY RULES, CHAPTER 14

SAFETY STATE RULES): NFPA 101, LIFE SAFETY CODE, 2012 EDITION MECHANICAL CODE: 2021 MICHIGAN MECHANICAL CODE PLUMBING CODE: 2021 MICHIGAN PLUMBING CODE

**ELECTRICAL CODE:** 2023 NATIONAL ELECTRICAL CODE 2023 MICHIGAN PART 8, ELECTRICAL CODE RULES

# **BUILDING DATA**

60,223 SQ FT **TOTAL BUILDING AREA:** TOTAL RENOVATION AREA: 3,331 SQ FT CONSTRUCTION TYPE= **II-B** NON-COMBUSTIBLE NON-SPRINKLERED LEVEL 2 - (CHAPTER 8) **ALTERATIONS:** 

# **USE AND OCCUPANCY**

BUILDING IS CLASSIFIED AS "E" EDUCATIONAL "S-1" STORAGE

"A-2" ASSEMBLY USES: "E" EDUCATIONAL - CAFETERIA RENOVATION

DATE **DESCRIPTION** 11/18/2025 **BIDS & PERMITS** 



DRAWING NUMBER

# Chapter 7 - Means of Egress

Definitions Accessible Means of Egress (3.3.170.1) – A means of egress that provides an accessible route to an area of refuge, a horizontal exit, or public way.

7.1.3.1 – Exit Access Corridors – Corridors used as exit access and serving more than 30 occupants shall be separated by walls having a 1-hour rating.

Exception - Existing buildings, provided the occupancy classification hasn't changed. (We will employ this exception for Building A – the walls were built as school 1-hour walls)

 Headroom shall not be less than 7ft 6in., with projections from the ceiling not less than 6ft 8in. above the floor. Existing buildings, the ceiling height shall be not less than 7ft from the floor, with projections from the ceiling not less than 6ft 8in, nominal above the floor.

# 7.2.1 – Door Openings 7.2.1.2.1 – Measurement of Clear Width.

• Projections not more than 4in. into the door opening with on the hinge side shall not be considered reductions in clear width, provided that such projections are for purposes of accommodating panic hardware or fire exit hardware and not less than 34in., and not more than 48in., above the floor.

# 7.2.1.2.2 – Measurement of Egress Capacity Width.

7.2.1.2.2.1 – Swinging Door Assemblies For new door assemblies, clear measurement shall be taken with the leaf open 90 degrees, existing door assemblies in full open position

Projections of not more than 3 ½ in. at each side of the door openings at a height of not more than 38in. shall not be considered reductions in egress capacity width. 7.2.1.2.3 – Minimum Door Leaf Width

# 7.2.1.2.3.2 – Door openings in a means of egress shall be not less than 32 inches in clear width.

• Where a pair of door leaves is provided, one door leaf shall provide not less than a 32 in. (810 mm) clear width

# In existing buildings, the existing door leaf width shall be not less than 28 in.

7.2.1.4 – Swing and Force to Open. 7.2.1.4.1 – Any door assembly in a means of egress shall be of the side-hinged or pivoted-swing type.

7.2.1.4.2 - Door Leaf Swing Direction - must swing in direction of egress where serving an occupant load of 50 or more. 7.2.1.4.3 – Door Leaf Encroachment

7.2.1.4.3.1 – During its swing, any door leaf in a means of egress shall not leave less than half of required width of aisle, corridor, passageway, landing unobstructed and shall not protrude more than 7 inches into required width when fully open. 7.2.1.4.5.1 – Forces required to fully open any door leaf manually in a means of egress shall not exceed 15 lbf to release the

latch, 30 lbf to set the leaf in motion, and 15 lbf to open the leaf to the minimum required width. The opening forces for interior side-hinged or pivoted-swinging door leaves without closers shall not exceed 5

 The opening forces for existing door leaves in existing buildings shall not exceed 50 lbf applied to the latch stile. 7.2.4 – Horizontal Exits

# 7.2.4.3 - **Fire Barriers** – 2 hour fire resistance rating. 7.3.1 – Occupant Load

7.3.1.1.2 - For other than existing means of egress, where more than one means of egress is required, the means of egress shall be of such width and capacity that the loss of any one means of egress leaves available not less than 50 percent of the required

7.3.3.1 – Capacity Factors (Table 7.3.3.1) Stairways; 0.3 inches per person

Level Components and Ramps; 0.2 inches per person

# 7.4.1.2 – Minimum number of means of egress • 500-1000 – not less than 3

Over 1000 – not less than 4 7.5.1.3.1 - Where more than one exit is required, they shall be located remotely from each other and shall be arranged to

minimize the possibility that both could be blocked.

7.5.1.3.2 – Where two exits are required, they must be separated by one half of the diagonal of the room 7.5.1.6 – Exit access from rooms or spaces shall be permitted to be through adjoining or intervening rooms or areas, provided

that such rooms or areas are accessory to the area served.

7.7.1 - Exit Termination – All exits shall terminate directly at a public way or an exterior exit discharge. 7.12.1 – Mechanical equipment rooms, boiler rooms, furnace rooms shall be arranged to limit common path of travel to 50 feet.

# Chapter 8 – Features of Fire Protection

8.2 - Construction and Compartmentation 8.2.2.2 – Fire compartments shall be formed with fire barriers that comply with Section 8.3 – Fire Barriers.

# 8.3 - Fire Barriers

8.3.1.2 - Fire barriers shall comply with one of the following: 1) The fire barriers are continuous from outside wall to outside wall or from one fire barrier to another, or a

> combination thereof, including continuity through all concealed spaces, such as those found above a ceiling, including interstitial spaces 2) The fire barriers are continuous from outside wall to out-side wall or from one fire barrier to another, and from the floor to the bottom of the interstitial space, provided that the construction assembly forming the bottom of the

interstitial space has a fire resistance rating not less than that of the fire barrier. 8.3.1.3 - Walls used as fire barriers shall comply with Chapter 7of NFPA 221, Standard for High Challenge Fire Walls, Fire Walls, and Fire Barrier Walls. The NFPA 221 limitation on percentage width of openings shall not apply.

8.3.2.1.1 - Fire resistance-rated glazing tested in accordance with ASTM E 119, Standard Test Methods for Fire Tests of Building Construction and Materials, or ANSI/UL 263, Standard for Fire Tests of Building Construction and Materials, shall be permitted. 8.3.3.1 - Windows must be installed per NFPA 80

8.3.3.5 – Fire Protection-rated glazing shall be permitted in fire barriers having a rating of 1 hour or less. 8.3.3.11 - Windows shall not exceed 25 percent of the area of the fire barrier in which they are used.

8.3.4.2 – Opening Protectives (Table 8.3.4.2 – Minimum Fire Protection Ratings for Opening Protectives in Fire Resistance-Rated Assemblies)

2-hour fire barrier; 1.5 hour opening protection rating

1-hour fire barrier; 1-hour protection for vertical opening or exit enclosure; ¾ hour for openings other than vertical/exit enclosures

# 8.3.5.1 - Firestop Systems and Devices Required. Penetrations for cables, cable trays, conduits, pipes, tubes, combustion

and exhaust vents, wires, and similar items to accommodate electrical, mechanical, plumbing, and communications systems that pass through a wall, floor, or floor/ceiling assembly constructed as a fire barrier shall be protected by a firestop system or device. The firestop system or device shall be tested in accordance with ASTM E 814.

8.3.5.6.3 - Where walls or partitions are required to have a minimum 1-hour fire resistance rating, recessed fixtures shall be installed in the wall or partition in such a manner that the required fire resistance is not reduced, unless one of the following is met 1) Any steel electrical box not exceeding 0.1 sq ft shall be permitted where the aggregate area of the openings provided for the boxes does not exceed 0.7 sq ft in any 100 sq ft of wall area, and, where outlet boxes are

installed on opposite sides of the wall, the boxes shall be separated by one of the following: a) Horizontal distance of not less than 24 in. b) Horizontal distance of not less than the depth of the wall cavity, where the wall cavity is filled

with cellulose loose-fill, rock wool, or slag wool insulation

c) Solid fire blocking

d) Other listed materials and methods 2) Membrane penetrations for any listed electrical outlet box made of any material shall be permitted, provided that such boxes have been tested for use in fire resistance-rated assemblies and are installed in accordance

with the instructions included in the listing. 3) The annular space created by the membrane penetration of a fire sprinkler shall be permitted, provided that the space is covered by a metal escutcheon plate.

8.3.6 - Joints. 8.3.6.1 - The provisions of 8.3.6 shall govern the materials and methods of construction used to protect joints in between and at the perimeter of fire barriers or, where fire barriers meet other fire barriers, the floor or roof deck above, or the outside walls.

# **Chapter 10 – Interior Finish, Contents, and Furnishings**

10.2.3.4 – Interior wall and ceiling products are required to be tested per NFPA 286: Class A; flame spread 0-25; smoke development 0-450 • Class B; flame spread 26-75; smoke development 0-450

• Class C; flame spread 76-200; smoke development 0-450 10.2.4.1 – Textile materials having a Class A rating shall be permitted on the walls or ceiling of rooms protected by a sprinkler

10.2.4.2 - Expanded vinyl wall coverings having a Class A rating shall be permitted on the walls or ceiling of rooms protected by a sprinkler system 10.2.7.3 - Interior floor finishes per NFPA 253

Class 1; critical radiant flux minimum of 0.45W/sq cm

Class 2; critical radiant flux minimum of 0.22W/sq cm

10.3.1 – Draperies, curtains or other loosely hanging furnishings must be flame resistant per NFPA 701 10.3.2.1 – Upholstered furniture shall be resistant to a cigarette ignition per NFPA 260 & 261.

# **Chapter 14 – New Educational Occupancies** (this will apply to the area of alterations)

14.1.6 – Minimum Construction Requirements – No requirements. 14.1.7.1 – Occupant Load (Table 7.3.1.2)

 Classrooms; 1 person per 20 nsf 14.2.2.2.2 – Door hardware – provide panic hardware for loads of 100 or more

14.2.3.2 - Minimum Corridor Width. Exit access corridors shall have not less than 6 ft of clear width.

14.2.5.1 – Arrangement of Means of Egress – per Section 7.5.

No common path of travel to exceed 75 ft. (building not protected throughout with automatic sprinkler

system), 100 ft. (buildings fully protected) No dead end corridors to exceed 20 ft. (building not protected throughout with automatic sprinkler system), 50 ft. (buildings fully protected)

14.2.5.4 – Every room with more than 50 persons or space larger than 1,000 sq.ft. to have two exits.

14.2.6.2 – Travel distance – not to exceed 150 feet 14.3.1 – Protection of Vertical Openings – per Section 8.6

 Unprotected vertical openings in accordance with 8.6.9.1. 14.3.2.1 – Protection from Hazards

14.3.2.1 - Rooms or spaces for the storage, processing, or use of materials shall be protected in accordance with the following: 1) Such rooms or spaces shall be separated from the remainder of the building by fire barriers having a minimum 1-hour fire resistance rating in the following areas:

a) Boiler and furnace rooms, unless such rooms enclose only air-handling equipment b) Rooms or spaces used for the storage of combustible supplies in quantities deemed hazardous by the authority having jurisdiction c) Rooms or spaces used for the storage of hazardous materials or flammable or combustible liquids in quantities deemed hazardous by recognized standards

d) Janitor closets 14.3.3.2 - Interior Wall and Ceiling Finish.

1) Exits — Class A

2) Other than exits — Class A or Class B

3) Low-height partitions not exceeding 60 in. and used in locations other than exits — Class A, Class B, or Class

14.3.3.3.2 - Interior floor finish in exit enclosures and exit access corridors and spaces not separated from them by walls complying with 14.3.6 shall be not less than Class II

14.3.6 – **Corridors** – 1-hour fire resistance rated

14.3.7 - Subdivision of Building Spaces. 14.3.7.1 - Educational occupancies shall be subdivided into compartments by smoke partitions having not less than a 1-hour fire resistance rating and complying with Section 8.4 where one or both of the following conditions exist:

1) The maximum floor area, including the aggregate area of all floors having a common atmosphere, exceeds

2) The length or width of the building exceeds 300 ft.

# **Chapter 15 – Existing Educational Occupancies**

15.1.6 - Minimum Construction Requirements - No requirements. 15.1.7 **– Occupant Load** (per Table 7.3.1.2)

Classrooms; 1 person per 20 nsf

Shops, labs, vocational rooms: 50 nsf Assembly (Existing Media Center / Existing Multi-purpose Room); 15 nsf

15.2.2.2.2 – **Door hardware** – provide panic hardware for loads of 100 or more 15.2.3.2 - Minimum Corridor Width. Exit access corridors shall have not less than 6 ft of clear width. 15.2.5.1 – Arrangement of Means of Egress – per Section 7.5.

 No common path of travel to exceed 75 feet No dead end corridors to exceed 20 feet

15.2.5.4 – Every room with more than 50 persons or 1.000 sq.ft, to have two exits.

15.2.6.2 – Travel distance – not to exceed 150 feet 15.2.11.1 - **Windows for Rescue.** 

15.2.11.1.1 - Every room or space greater than 250 sq. ft. and used for classroom or other educational purposes or normally subject to student occupancy shall have not less than one outside window for emergency rescue that complies with all of the following, unless otherwise permitted by 15.2.11.1.2: 1) Such windows shall be openable from the inside without the use of tools and shall provide a clear opening of

not less than 20 in. in width, 24 in. in height, and 5.7 sq. ft. in area. 2) The bottom of the opening shall be not more than 44 in. above the floor, and any latching device shall be capable of being operated from not more than 54 in. above the finished floor. 3) The clear opening shall allow a rectangular solid, with a width and height that provides not less than the

required 5.7 sq. ft. opening and a depth of not less than 20 in., to pass fully through the opening. 15.2.11.1.2 - The requirements of 15.2.11.1.1 shall not apply to any of the following: 2) Where the room or space has a door leading directly to an exit or directly to the outside of the building 3) Where the room has a door, in addition to the door that leads to the exit access corridor as required by

15.2.5.5, and such door leads directly to another corridor located in a compartment separated from the compartment housing the corridor addressed in 15.2.5.5 by smoke partitions in accordance with Section 8.4. 15.3.3.2 - Interior Wall and Ceiling Finish. 1) Exits — Class A

> 2) Corridors and lobbies — Class A or Class B 3) Low-height partitions not exceeding 60 in. and used in locations other than exits — Class A, Class B, or Class

15.3.6 - Corridors - ½ hour fire resistant rated in accordance with Section 8.3 (Fire Barriers)

15.3.7 - Subdivision of Building Spaces. 15.3.7.1 - Educational occupancies shall be subdivided into compartments by smoke partitions having not less than a 1-hour fire

resistance rating and complying with Section 8.4 where one or both of the following conditions exist: 1) The maximum area of a compartment, including the aggregate area of all floors having a common atmosphere, exceeds 30,000 sq.ft.

2) The length or width of the building exceeds 300 ft. 15.7.4 - Furnishings and Decorations.

15.7.4.1 - Draperies, curtains, and other similar furnishings and decorations in educational occupancies shall be in accordance

15.7.4.2 - Clothing and personal effects shall not be stored in corridors, unless otherwise permitted by one of the following: . This requirement shall not apply to corridor areas protected by a smoke detection system in accordance with

1) The artwork and teaching materials shall not exceed 20 percent of the wall area in a building that is not

3) This requirement shall not apply to storage in metal lockers, provided that the required egress width is maintained. 15.7.4.3 - Artwork and teaching materials shall be permitted to be attached directly to the walls in accordance with the following:

protected throughout by an approved automatic sprinkler system in accordance with Section 9.7.

# Chapter 43 - Building Rehabilitation

43.2.2 - Special Definitions.

43.2.2.1 - Categories of Rehabilitation Work. The nature and extent of rehabilitation work undertaken in an existing building. 43.2.2.1.1 - Repair. The patching, restoration, or painting of materials, elements, equipment, or fixtures for the purpose of maintaining such materials, elements, equipment, or fixtures in good or sound condition.

43.2.2.1.2 - Renovation. The replacement in kind, strengthening, or upgrading of building elements, materials, equipment, or fixtures, that does not result in a reconfiguration of the building spaces within.43.2.2.1.3 Modification. The reconfiguration of any space; the addition, relocation, or elimination of any door or window; the addition or elimination of load-bearing elements; the reconfiguration or extension of any system; or the installation of any additional equipment

43.2.2.1.4 - Reconstruction. The reconfiguration of a space that affects an exit or a corridor shared by more than one occupant space; or the reconfiguration of a space such that the rehabilitation work area is not permitted to be occupied because existing means of egress and fire protection systems, or their equivalent, are not in place or continuously maintained. 43.2.2.2 – **Equipment or Fixture.** Any plumbing, heating, electrical, ventilating, air-conditioning, refrigerating, and fire protection equipment; and elevators, dumbwaiters, escalators, boilers, pressure vessels, or other mechanical facilities or installations

related to building services. 43.2.2.3 - Load-Bearing Element. Any column, girder, beam, joist, truss, rafter, wall, floor, or roof sheathing that supports any vertical load in addition to its own weight, or any lateral load.

43.5 - Modifications. 43.5.1.3 - Newly constructed elements, components, and systems shall comply with the requirements of other sections of this Code applicable to new construction.

# Department of Licensing and Regulatory Affairs State Fire Safety Board New and Existing School, College, and

14.2.11.1.1. The school or designated representative shall ensure every room or space which is more than 250 square feet and which is used for classroom or other educational purposes or is normally subject to student occupancy shall have not less than 1 outside window for emergency rescue or ventilation that complies with the following unless otherwise permitted by section

> lock, and shall provide a clear opening of not less than 20 inches in width, 24 inches (61 centimeters) in height, and 5.7 square feet (0.5 square meters) in area. A screen on the window shall be readily removable without any special knowledge or tools. 2) The bottom of the opening shall be not more than 44 inches above the floor, and any latching device shall be capable of being operated from not more than 54 inches (1370 mm) above the finished floor. 3) The clear opening shall allow a rectangular solid, with a width and height that provides not less than the

1) The windows shall be openable from the inside without the use of tools, only held closed by a single operation

required 5.7 square feet (0.5 square meters) opening and a depth of not less than 20 inches (510 millimeters), to 4) The windows shall be accessible by the fire department and shall open into an area that has access to a public way. Windows opening onto an open court, as defined in the code, are acceptable.

5) The windows shall be identified by a permanent durable and legible sign having letters that are not less than 5/8 of an inch high and 1/8 of an inch wide. The sign shall read "rescue window." 14.2.11.1.3. Windowless student occupied rooms in additions to existing buildings or renovated buildings shall be permitted

2) Each separate area shall have approved exiting pursuant to the code.

where it is impractical to comply with section 14.2.11.1.1 where all of the following: 1) A minimum of 50% of the required exits pass into a separate atmosphere created by a minimum 2-hour fire rated barrier with labeled 90-minute fire rated door assemblies in all openings. Glazing, other than permitted in the door by NFPA 80, shall be permitted only if the glazing has been tested for a 2-hour rating as well. The fire barrier shall completely separate the building from exterior wall to exterior wall.

3) A maximum of 25% of the total area of the student occupied rooms in the building shall be permitted to be

CODE REVIEW - 2021 MICHIGAN REHABILITATION FOR EXISTING BUILDINGS

# 2021 Michigan Rehabilitation Code for Existing Buildings

Chapter 4 - Repairs (Chapter 4 provides requirements for repairs of existing buildings. The provisions define conditions under which repairs may be made using materials and methods like those of the original construction or the extent to which repairs must comply with requirements for new buildings.)

# 401 - General

404.1 - Scope - Repairs shall comply with the requirements of this chapter. Repairs to historic buildings need only comply with

# 402 - Builling Elements and Materials

402.1 - Glazing in hazardous locations - Replacement glazing in hazardous locations shall comply with the safety glazing requirements of the International Building Code or International Residential Code as applicable. **Exception** – Glass block walls, louvered windows and jalousies repaired with like materials.

**404.2 – Compliance** – The work shall not make the building less complying than it was before the *repair* was undertaken.

403 - Fire Protection **403.1 – General** – Repairs shall be done in a manner that maintains the level of fire protection provided. 404 - Means of Egress

403.1 - General - Repairs shall be done in a manner that maintains the level of protection provided for the means of egress.

Chapter 5 - Prescriptive Compliance Method (Chapter 5 provides details for the prescriptive compliance method—one of the three main options of compliance available in this code for buildings and structures undergoing alteration, addition or change of

501.1.1 - Compliance with other method. Alterations, additions and change of occupancy of exiting buildings and structures shall comply with the provisions of this chapter or with one of the methods provided in Section 301.3. **501.2 – Fire-resistance ratings** – Where *approved* by the *code official*, in buildings where an automatic sprinkler system installed in accordance with Section 903.3.1.1 or 903.3.1.2 of the International Building Code.

**502.1 – General** – Additions to any building or structure shall comply with the requirements of the International Building Code for new construction. Alterations to the existing building or structure shall be made to ensure that the existing building or structure together with the addition are not less complying with the provisions of the International Building Code than the existing building or structure was prior to the addition. 503 – Alterations

503.1 - General - Alterations to any building or structure shall comply with the requirements of the International Building Code for new construction. Alterations shall be such that the existing building or structure is not less complying with the provisions of the International Building Code than the existing building or structure was prior to the alteration. **503.3 – Existing structural elements carrying gravity load** – Any existing gravity load-carrying structural element for which an alteration causes an increase in design dead, live or snow load, including snow drift effects, of more than 5 percent shall be replaced or altered as needed to carry the gravity loads required by the International Building Code for new structures.

Chapter 6 - Classification of Work (Chapter 6 provides an overview of the Work Area Method available as an option for rehabilitation of a building. The chapter defines the different classifications of alterations and provides general requirements for alterations, change of occupancy, additions and historic buildings. Detailed requirements for all of these are given in Chapters 7 through 12.)

601.1 - Scope - The provisions of this chapter shall be used in conjunction with Chapters 7 through 12 and shall apply to

the alteration, addition and change of occupancy of existing structures, including historic and moved structures, as referenced in Section 301.3.2. The work performed on an existing building shall be classified in accordance with this chapter. **601.2 – Compliance with other alternatives** – Alterations, additions and changes of occupancy to existing structures shall comply with the provisions of Chapters 7 through 12 or with one of the alternatives provided in Section 301.3. **601.2 – Work area** – The work area, as defined in Chapter 2, shall be identified on the construction documents.

602.1 - Scope - Level 1 alterations include the removal and replacement or the covering of existing materials, elements, equipment or fixtures using new materials, elements, equipment or fixtures that serve the same purpose. **602.2 – Application** – Level 1 *alterations* shall comply with the provisions of Chapter 7.

603 – Alteration – Level 2 603.1 - Scope - Level 2 alterations include the addition or elimination of any door or window, the reconfiguration or extension of any system, or the installation of any additional equipment, and shall apply where the work area is equal to or less than 50

**Exception** – The movement or addition of nonfixed and movable fixtures, cases, racks, counters and partitions not over 5 feet 9 inches (1753 mm) in height shall not be considered a Level 2 alteration. 603.2 - Application - Level 2 alterations shall comply with the provisions of Chapter 7 for Level 1 alterations as well as the provisions of Chapter 8.

Chapter 7 – Alterations – Level 1 (Chapter 7 provides the technical requirements for those existing buildings that undergo Level l alterations as described in Section 603, which includes replacement or covering of existing materials, elements, equipment of fixtures using new materials for the same purpose. This chapter, similar to other chapters of this code, covers all building-related subjects, such as structural, mechanical, plumbing, electrical and accessibility as well as the fire and life safety issues when the alterations are classified as Level 1. The purpose of this chapter is to provide detailed requirements and provisions to identify the required improvements in the existing building elements, building spaces and building structural system. This chapter is distinguished from Chapters 8 and 9 by involving only replacement of building components with new components. In contrast, Level 2 alterations involve more space reconfiguration, and Level 3 alterations involve more extensive space reconfiguration, exceeding 50 percent of the building area.)

602 – Alteration – Level 1

percent of the building area.

701 - General 701.1 - Scope - Level 1 alterations as described in Section 602 shall comply with the requirements of this chapter. Level 1 alterations to historic buildings shall comply with this chapter, except as modified in Chapter 12. 701.2 - Conformance - An existing building or portion thereof shall not be altered such that the building becomes less safe than

its existing condition. Exception – Where the current level of safety or sanitation is proposed to be reduced, the portion altered shall conform to the requirements of the *International Building Code*.

702 - Building Elements and Materials 702.1 - Interior finishes - Newly installed interior wall and ceiling finishes shall comply with Chapter 8 of the International

702.2 – Interior floor finish – New interior floor finish, including new carpeting used as an interior floor finish material, shall comply with Section 804 of the International Building Code.

702.3 - Interior trim - Newly installed interior trim materials shall comply with Section 806 of the International Building Code. 703 – Fire Protection 703.1 - General - Alterations shall be done in a manner that maintains the level of fire protection provided.

704 – Means of Egress 704.1 - General - Alterations shall be done in a manner that maintains the level of protection provided for the means of egress. 704.1.1 - Projections in nursing home corridors - In Group I-2, Condition 1 occupancies, where the corridor is at least 96 inches (2438 mm) wide, projections into the corridor width are permitted in accordance with Section 407.4.3 of the International

704.2 - Casework - Addition, alteration or reconfiguration of nonfixed and movable cases, counters and partitions not over 5 feet 9 inches (1753 mm) in height shall maintain the required means of egress path. **704.3 - Locking arrangements in educational occupancies** - In Group E occupancies, Group B educational occupancies and Group I-4 occupancies, egress doors with locking arrangements designed to keep intruders from entering the room shall comply

with Section 1010.2.8 of the International Building Code. **705.1 - General** - Materials and methods of application used for recovering or replacing an existing roof covering shall comply

with the requirements of Chapter 15 of the International Building Code. Exception – 1. Roof replacement or roof recover of existing lowslope roof coverings shall not be required to meet the minimum design slope requirement of 1/4 unit vertical in 12 units horizontal (2-percent slope) in Section 1507 of the *International Building Code* for roofs that provide positive roof drainage. Exception – 2. Recovering or replacing an existing roof covering shall not be required to meet the requirement for secondary (emergency overflow) drains or scuppers in Section 1502 of the International Building Code for roofs that provide for positive roof drainage. For the purposes of this exception, existing secondary drainage or

708 – Energy Conservation 708.1 - Minimum requirements - Level 1 alterations to existing buildings or structures do not require the entire building or structure to comply with the energy requirements of the International Energy Conservation Code or International Residential Code. The alterations shall conform to the energy requirements of the International Energy Conservation Code or International Residential Code as they relate to new construction only.

scupper systems required in accordance

Chapter 8 – Alterations – Level 2 (Like Chapter 7, the purpose of this chapter is to provide detailed requirements and provisions to identify the required improvements in the existing building elements, building spaces and building structural system when a building is being altered. This chapter is distinguished from Chapters 7 and 9 by involving space reconfiguration that could be up to and including 50 percent of the area of the building. In contrast, Level 1 alterations (Chapter 7) do not involve space reconfiguration, and Level 3 alterations (Chapter 9) involve extensive space reconfiguration that exceeds 50 percent of the building area. Depending on the nature of alteration work, its location within the building, and whether it encompasses one or more tenants, improvements and upgrades could be required for the open floor penetrations, sprinkler system or the installation of additional means of egress such as stairs or fire escapes.)

Chapter 8 - Alterations - Level 2 (Like Chapter 7, the purpose of this chapter is to provide detailed requirements and provisions to identify the required improvements in the existing building elements, building spaces and building structural system when a building is being altered. This chapter is distinguished from Chapters 7 and 9 by involving space reconfiguration that could be up to and including 50 percent of the area of the building. In contrast, Level 1 alterations (Chapter 7) do not involve space reconfiguration, and Level 3 alterations (Chapter 9) involve extensive space reconfiguration that exceeds 50 percent of the building area. Depending on the nature of alteration work, its location within the building, and whether it encompasses one or more tenants, improvements and upgrades could be required for the open floor penetrations, sprinkler system or the installation of additional means of egress such as stairs or fire escapes.)

# 801 - General

802 - Building Elements and Materials

801.1 - Scope - Level 2 alterations as described in Section 603 shall comply with the requirements of this chapter. Exception – Buildings in which the reconfiguration is exclusively the result of compliance with the accessibility requirements of Section 306.7.1 shall be permitted to comply with Chapter 7.

801.3 - System installation - Requirements related to work area are not applicable where the Level 2 alterations are limited

801.2 – Alteration Level 1 compliance - In addition to the requirements of this chapter, all work shall comply with the requirements of Chapter 7.

solely to one or more of the following: 1. Mechanical systems, electrical systems, fire protection systems and abatement of hazardous materials.

2. Windows, hardware, operating controls, electrical outlets and signs. 3. Alterations undertaken for the primary purpose of ncreasing the accessibility of a facility.

802.1 - Scope - The requirements of this section are limited to work areas in which Level 2 alterations are being performed and shall apply beyond the work area where specified.

802.2 - Vertical Openings - Existing vertical openings shall comply with the provisions of Sections 802.2.1, 802.2.2 and 802.2.3. 803 - Fire Protection

803.1 - Scope - The requirements of this section shall be limited to work areas in which Level 2 alterations are being performed, and where specified they shall apply throughout the floor on which the work areas are located or otherwise beyond the work area. 803.2 - Corridor rating - Where an approved automatic sprinkler system is installed throughout the story, the required fire resistance rating for any corridor located on the story shall be permitted to be reduced in accordance with the *International* Building Code. In order to be considered for a corridor rating reduction, such system shall provide coverage for the stairway

landings serving the floor and the intermediate landings immediately below. **803.4.1.1 – Group E** – A fire alarm system shall be installed in *work areas* of Group E occupancies as required by the International Fire Code for existing Group E occupancies.

804 - Means of Egress 804.1 – Scope - The requirements of this section shall be limited to work areas that include exits or corridors shared by more than one tenant within the work area in which Level2 alterations are being performed, and where specified they shall apply

throughout the floor on which the work areas are located or otherwise beyond the work area.

804.4 - Number of exits - The number of exits shall be in accordance with Sections 804.4.1 through 804.4.3. 804.4.1 - Minimum number - Every story utilized for human occupancy on which there is a work area that includes exits or corridors shared by more than one tenant within the work area shall be provided with the minimum number of exits based on the occupancy and the occupant load in accordance with the *International Building Code*. In addition, the exits shall comply with Sections 804.4.1.1 and 804.4.1.2.

804.5 - Egress doorways - Egress doorways in any work area shall comply with Sections 804.5.1 through 804.5.5. 804.5.1 – Two egress doorways required - Work areas shall be provided with two egress doorways in accordance with the

requirements of Sections 804.5.1.1 and 804.5.1.2. **804.5.1.1 – Occupant load and travel distance** – In any *work area*, all rooms and spaces having an occupant load greater than 50 or in which the travel distance to an exit exceeds 75 feet (22 860 mm) shall have not fewer than two egress doorways.

**Exception 1** – Storage rooms having a maximum occupant load of 10. Exception 2 – Where the work area is served by a single exit in accordance with Section 804.4.1.1. 804.5.2 - Door swing - In the work area and in the egress path from any work area to the exit discharge, all egress doors

serving an occupant load greater than 50 shall swing in the direction of exit travel. 804.5.4 - Panic and fire exit hardware - In any work area, and in the egress path from any work area to the exit discharge, in buildings or portions thereof of Group A assembly occupancies with an occupant load greater than 100, all required exit doors equipped with latching devices shall be equipped with approved panic or fire exit hardware in accordance with Section 1010.2.9 of the International Building Code.

804.5.4.1 – Supplemental requirements for panic hardware – Where the work area exceeds 50 percent of the floor area, panic hardware shall comply with Section 804.5.4 throughout the floor. 804.7 - Dead ends - Dead-end corridors in any work area shall not exceed 35 feet (10 670 mm). (Also see NFPA 101 Section

804.9 - Work Areas - Means of egress in all work areas shall be provided with exit signs in accordance with the

# requirements of the International Building Code.

805 – Structural 805.1 - General - Structural elements and systems within buildings undergoing Level 2 alterations shall comply with this section. 805.2 – Existing structural elements carrying gravity loads – Any existing gravity load-carrying structural element for which an alteration causes an increase in design dead, live or snow load, including snow drift effects, of more than 5 percent shall be replaced or altered as needed to carry the gravity loads required by the International Building Code for new structures. Any

existing gravity load-carrying structuralelement whose 805.3 - Existing structural elements resisting lateral loads - Except as permitted by Section 805.4, where the alteration increases design lateral loads, or where the alteration results in prohibited structural irregularity as defined in ASCE 7, or where the alteration decreases the capacity of any existing lateral load-carrying structural element, the structure of the altered building or

International Residential Code as they relate to new construction only.

**804.9 – Exit signs** – Exit signs shall be in accordance with this section, as applicable.

806.1 - General - A building, facility, or element that is altered shall comply with Section 410... 807 - Mechanical 807.1 - Reconfigured or converted spaces - Reconfigured spaces intended for occupancy and spaces converted to habitable

structure shall meet the requirements of Sections 1609 and 1613 of the International Building Code.

Mechanical Code **Exception** – Buildings in which the reconfiguration is exclusively the result of compliance with the accessibility requirements of Section 306.7.1 shall be permitted to comply with Chapter 7.

807.2 - Altered existing systems - In mechanically ventilated spaces, existing mechanical ventilation systems that are altered,

or occupiable space in any work area shall be provided with natural or mechanical ventilation in accordance with the International

reconfigured or extended shall provide not less than 5 cubic feet per minute (cfm) (0.0024 m3/s) per person of outdoor air and not less than 15 cfm (0.0071 m3/s) of ventilation air per person, or not less than the amount of ventilation air determined by the Indoor Air Quality Procedure of ASHRAE 62.1. 807.3 Local Exhaust - Newly introduced devices, equipment or operations that produce airborne particulate matter, odors, fumes, vapor, combustion products, gaseous contaminants, pathogenic and allergenic organisms, and microbial contaminants

in such quantities as to affect adversely or impair health or cause discomfort to occupants shall be provided with local exhaust.

building or structure to comply with the energy requirements of the International Energy Conservation Code or International

Residential Code. The alterations shall conform to the energy requirements of the International Energy Conservation Code or

808.1 – Health care facilities – In Group I-2 facilities, ambulatory care facilities and outpatient clinics, any added portion of an existing medical gas system shall be required to meet installation and equipment requirements in NFPA 99. 809 – Energy Conservation 809.1 – Minimum requirements – Level 2 alterations to existing buildings or structures are permitted without requiring the entire Colliers

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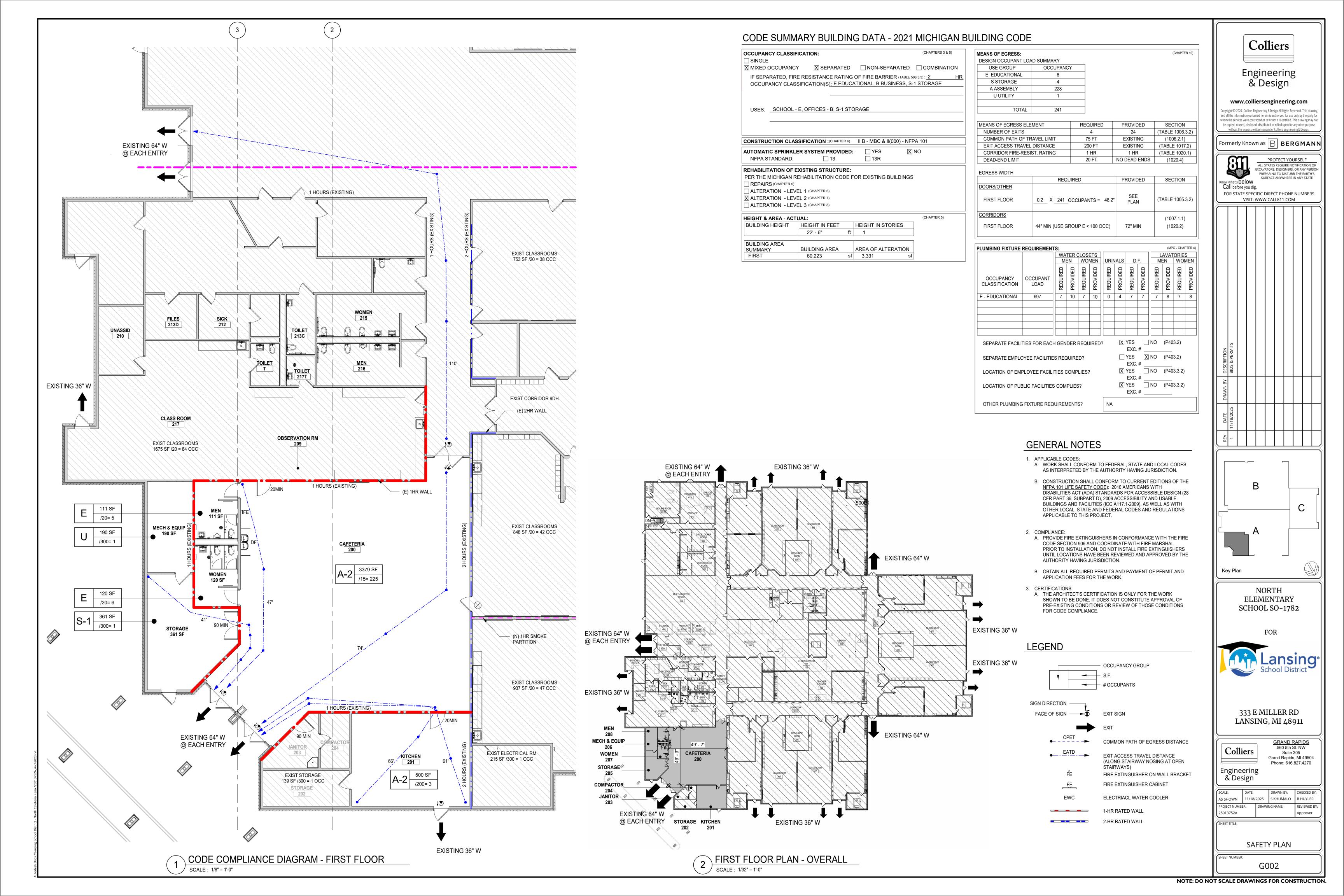
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Suite 305

**CODE REVIEW** 

G001

NOTE: DO NOT SCALE DRAWINGS FOR CONSTRUCTION.



# **GENERAL REQUIREMENTS:**

# ALLOWANCES:

- A. AT THE EARLIEST PRACTICAL DATE AFTER AWARD OF THE CONTRACT, ADVISE ARCHITECT OF THE DATE WHEN FINAL SELECTION, OR PURCHASE AND DELIVERY, OF EACH PRODUCT OR SYSTEM DESCRIBED BY AN ALLOWANCE MUST BE COMPLETED BY THE OWNER TO AVOID DELAYING THE WORK.
- B. OBTAIN PROPOSALS FOR EACH ALLOWANCE FOR USE IN MAKING FINAL SELECTIONS. INCLUDE RECOMMENDATIONS THAT ARE RELEVANT TO PERFORMING
- C. SUBMIT PROPOSALS FOR PURCHASE OF PRODUCTS OR SYSTEMS INCLUDED IN ALLOWANCES IN THE FORM SPECIFIED FOR CHANGE ORDERS. THIS ALLOWANCE INCLUDES MATERIAL COST, RECEIVING, HANDLING, AND INSTALLATION AND CONTRACTOR OVERHEAD AND PROFIT.
- D. COORDINATE QUANTITY ALLOWANCE ADJUSTMENT WITH CORRESPONDING UNIT-PRICE REQUIREMENTS "UNIT PRICES."

# UNIT PRICES:

- A. UNIT PRICE IS AN AMOUNT INCORPORATED INTO THE AGREEMENT, APPLICABLE DURING THE DURATION OF THE WORK AS A PRICE PER UNIT OF MEASUREMENT FOR MATERIALS, EQUIPMENT, OR SERVICES, OR A PORTION OF THE WORK, ADDED TO OR DEDUCTED FROM THE CONTRACT SUM BY APPROPRIATE MODIFICATION, IF THE SCOPE OF WORK OR ESTIMATED QUANTITIES OF WORK REQUIRED BY THE CONTRACT DOCUMENTS ARE INCREASED OR DECREASED.
- B. UNIT PRICES INCLUDE ALL NECESSARY MATERIAL, PLUS COST FOR DELIVERY, INSTALLATION, INSURANCE, APPLICABLE TAXES, OVERHEAD, AND PROFIT C. MEASUREMENT AND PAYMENT: SEE QUANTITY ALLOWANCE FOR WORK THAT REQUIRES ESTABLISHMENT OF UNIT PRICES. UNITS OF MEASUREMENT AND
- D. OWNER RESERVES THE RIGHT TO REJECT CONTRACTOR'S MEASUREMENT OF WORK-IN-PLACE THAT INVOLVES USE OF ESTABLISHED UNIT PRICES AND TO HAVE THIS WORK MEASURED, AT OWNER'S EXPENSE, BY AN INDEPENDENT SURVEYOR ACCEPTABLE TO CONTRACTOR.

# ALTERNATES:

- A. ALTERNATE: AN AMOUNT PROPOSED BY BIDDERS AND STATED ON THE BID FORM FOR CERTAIN WORK DEFINED IN THE BIDDING REQUIREMENTS THAT MAY BE ADDED TO OR DEDUCTED FROM THE BASE BID AMOUNT IF THE OWNER DECIDES TO ACCEPT A CORRESPONDING CHANGE EITHER IN THE AMOUNT OF CONSTRUCTION TO BE COMPLETED OR IN THE PRODUCTS, MATERIALS, EQUIPMENT, SYSTEMS, OR INSTALLATION METHODS DESCRIBED IN THE CONTRACT
- B. INCLUDE AS PART OF EACH ALTERNATE, MISCELLANEOUS DEVICES, ACCESSORY OBJECTS, AND SIMILAR ITEMS INCIDENTAL TO OR REQUIRED FOR A COMPLETE INSTALLATION WHETHER INDICATED AS PART OF ALTERNATE. EXECUTE ACCEPTED ALTERNATES UNDER THE SAME CONDITIONS AS OTHER WORK OF THE CONTRACT.

# SUBSTITUTION PROCEDURES:

PAYMENT FOR UNIT PRICES ARE LISTED IN THAT SECTIONS.

- A. SUBSTITUTIONS FOR CAUSE: CHANGES PROPOSED BY CONTRACTOR THAT ARE REQUIRED DUE TO CHANGED PROJECT CONDITIONS, SUCH AS UNAVAILABILITY OF PRODUCT, REGULATORY CHANGES, OR UNAVAILABILITY OF REQUIRED WARRANTY TERMS.
- B. SUBSTITUTIONS FOR CONVENIENCE: CHANGES PROPOSED BY CONTRACTOR OR OWNER THAT ARE NOT REQUIRED IN ORDER TO MEET OTHER PROJECT REQUIREMENTS BUT MAY OFFER ADVANTAGE TO CONTRACTOR OR OWNER. SUBSTITUTIONS FOR CONVENIENCE ARE ALLOWED ONLY BY APPROVAL OF THE OWNER OR OWNER'S AGENT.
- C. SUBMIT REQUEST FOR CONSIDERATION. IDENTIFY PRODUCT OR FABRICATION OR INSTALLATION METHOD TO BE REPLACED. INCLUDE PRODUCT, MATERIAL OR SYSTEM NAME AND AFFECTED DRAWING NUMBERS AND TITLES.
- D. EXECUTE ACCEPTED SUBSTITUTIONS UNDER THE SAME CONDITIONS AS OTHER WORK OF THE CONTRACT.
- E. DOCUMENTATION: SHOW COMPLIANCE WITH REQUIREMENTS FOR SUBSTITUTIONS AND THE FOLLOWING, AS APPLICABLE:
- 1. COST INFORMATION, INCLUDING A PROPOSAL OF CHANGE, IF ANY, IN THE CONTRACT SUM.
- 2. CONTRACTOR'S CERTIFICATION THAT PROPOSED SUBSTITUTION COMPLIES WITH REQUIREMENTS IN THE CONTRACT DOCUMENTS, EXCEPT AS INDICATED IN SUBSTITUTION REQUEST, IS COMPATIBLE WITH RELATED MATERIALS AND IS APPROPRIATE FOR APPLICATIONS INDICATED.
- STATEMENT INDICATING WHY SPECIFIED PRODUCT OR FABRICATION, OR INSTALLATION METHOD CANNOT BE PROVIDED, IF APPLICABLE.
- 4. COORDINATION OF INFORMATION, INCLUDING A LIST OF CHANGES OR REVISIONS NEEDED TO OTHER PARTS OF THE WORK AND TO CONSTRUCTION PERFORMED BY OWNER AND SEPARATE CONTRACTORS THAT WILL BE NECESSARY TO ACCOMMODATE PROPOSED SUBSTITUTION.
- PRODUCT DATA, INCLUDING DRAWINGS AND DESCRIPTIONS OF PRODUCTS AND FABRICATION AND INSTALLATION PROCEDURES. INCLUDE DETAILED COMPARISON OF SIGNIFICANT QUALITIES OF PROPOSED SUBSTITUTIONS WITH THOSE OF THE WORK SPECIFIED. SIGNIFICANT QUALITIES MAY INCLUDE ATTRIBUTES, SUCH AS PERFORMANCE, WEIGHT, SIZE, DURABILITY, VISUAL EFFECT, SUSTAINABLE DESIGN CHARACTERISTICS, WARRANTIES, AND SPECIFIC FEATURES AND REQUIREMENTS INDICATED. INDICATE DEVIATIONS, IF ANY, FROM THE WORK SPECIFIED
- 6. CONTRACTOR'S WAIVER OF RIGHTS TO ADDITIONAL PAYMENT OR TIME THAT MAY SUBSEQUENTLY BECOME NECESSARY BECAUSE OF FAILURE OF PROPOSED SUBSTITUTION TO PRODUCE INDICATED RESULTS.
- F. ARCHITECT'S ACTION: IF NECESSARY, ARCHITECT WILL REQUEST ADDITIONAL INFORMATION OR DOCUMENTATION FOR EVALUATION WITHIN 7 DAYS OF RECEIPT OF A REQUEST FOR SUBSTITUTION. ARCHITECT WILL NOTIFY CONTRACTOR OF ACCEPTANCE OR REJECTION OF PROPOSED SUBSTITUTION WITHIN 14 DAYS OF RECEIPT OF REQUEST, OR 7 DAYS OF RECEIPT OF ADDITIONAL INFORMATION OR DOCUMENTATION.
- G. ARCHITECT WILL CONSIDER CONTRACTOR'S REQUEST FOR SUBSTITUTION WHEN THE LISTED REQUIREMENTS ARE SATISFIED. IF THE LISTED REQUIREMENTS ARE NOT SATISFIED, ARCHITECT WILL RETURN REQUESTS WITHOUT ACTION, EXCEPT TO RECORD NONCOMPLIANCE WITH LISTED
- H. FORMS OF ACCEPTANCE: CHANGE ORDER, CONSTRUCTION CHANGE DIRECTIVE, OR ARCHITECT'S SUPPLEMENTAL INSTRUCTIONS FOR MINOR CHANGES IN THE WORK.

# SUBMITTAL REQUIREMENTS:

- A. PREPARE SUBMITTAL SCHEDULE: SUBMIT, AS AN ACTION SUBMITTAL, A LIST OF SUBMITTALS, ARRANGED IN CHRONOLOGICAL ORDER BY DATES REQUIRED. BY CONSTRUCTION SCHEDULE. INCLUDE TIME REQUIRED FOR REVIEW, ORDERING, MANUFACTURING, FABRICATION, AND DELIVERY WHEN ESTABLISHING DATES, INCLUDE ADDITIONAL TIME REQUIRED FOR MAKING CORRECTIONS OR REVISIONS TO SUBMITTALS NOTED BY ARCHITECT AND CONTRACTOR OR CONSTRUCTION MANAGER AND ADDITIONAL TIME FOR HANDLING AND REVIEWING SUBMITTALS REQUIRED BY THOSE CORRECTIONS.
- B. PREPARE AND SUBMIT SUBMITTALS AS INCLUDED IN THE SUBMITTAL SCHEDULED.
- C. EMAIL: PREPARE SUBMITTALS AS PDF PACKAGE AND TRANSMIT TO ARCHITECT BY SENDING VIA EMAIL. INCLUDE PDF TRANSMITTAL FORM. INCLUDE INFORMATION IN EMAIL SUBJECT LINE AS REQUESTED BY ARCHITECT.

D. WEB-BASED PROJECT MANAGEMENT SOFTWARE: PREPARE SUBMITTALS IN PDF FORM, AND UPLOAD TO WEB-BASED PROJECT MANAGEMENT SOFTWARE

- WEBSITE, ENTER REQUIRED DATA IN WEB-BASED SOFTWARE SITE TO FULLY IDENTIFY SUBMITTAL. E. ACTION SUBMITTALS AND INFORMATIONAL SUBMITTALS: REVIEW EACH SUBMITTAL AND CHECK FOR COORDINATION WITH OTHER WORK OF THE
- CONTRACT AND FOR COMPLIANCE WITH THE CONTRACT DOCUMENTS. NOTE CORRECTIONS AND FIELD DIMENSIONS. MARK WITH APPROVAL STAMP BEFORE SUBMITTING TO ARCHITECT.
- F. USE FOR CONSTRUCTION: RETAIN COMPLETE COPIES OF SUBMITTALS ON PROJECT SITE. USE ONLY FINAL ACTION SUBMITTALS THAT ARE MARKED WITH APPROVAL NOTATION FROM ARCHITECT'S AND CONTRACTOR'S OR CONSTRUCTION MANAGER'S ACTION STAMP.
- G. SUBMITTAL INFORMATION: INCLUDE THE FOLLOWING INFORMATION IN EACH SUBMITTAL:
- 1. PROJECT NAME, DATE AND INDICATION OF FULL OR PARTIAL SUBMITTAL.
- 2. ARCHITECT'S AND CONTRACTOR'S AND/OR CONSTRUCTION MANAGER'S, FIRM OR ENTITY THAT PREPARED SUBMITTAL AND SUBCONTRACTOR, MANUFACTURER, AND SUPPLIER NAMES.
- 3. NUMBER AND TITLE OF SPECIFICATION SECTION, WITH PARAGRAPH NUMBER AND GENERIC NAME FOR EACH OF MULTIPLE ITEMS
- 4. MATERIAL OR SYSTEM NAME AND DRAWING NUMBER AND DETAIL REFERENCES, AS APPROPRIATE
- 5. IDENTIFY OPTIONS REQUIRING SELECTION BY ARCHITECT.
- 6. LOCATION(S) WHERE PRODUCT IS TO BE INSTALLED, AS APPROPRIATE AND OTHER NECESSARY INFORMATION.
- 7. ON EACH SUBMITTAL, CLEARLY INDICATE DEVIATIONS FROM REQUIREMENTS IN THE CONTRACT DOCUMENTS, INCLUDING MINOR VARIATIONS AND LIMITATIONS; INCLUDE RELEVANT ADDITIONAL INFORMATION AND REVISIONS, OTHER THAN THOSE REQUESTED BY ARCHITECT AND CONTRACTOR OR CONSTRUCTION MANAGER ON PREVIOUS SUBMITTALS. INDICATE BY HIGHLIGHTING ON EACH SUBMITTAL OR NOTING ON ATTACHED SEPARATE SHEET.
- H. INCOMPLETE SUBMITTALS ARE UNACCEPTABLE, WILL BE CONSIDERED NONRESPONSIVE, AND WILL BE RETURNED FOR RESUBMITTAL WITHOUT REVIEW.
- I. ARCHITECT'S ACTION: ARCHITECT WILL REVIEW INFORMATION OR DOCUMENTATION NOTIFY CONTRACTOR OF ACCEPTANCE REQUEST FOR MORE INFORMATION OR REJECTION WITHIN 14 DAYS OF RECEIPT. ARCHITECT WILL REVIEW RESUBMITTAL WITHIN 7 DAYS OF RECEIPT.
- J. SUBMITTALS NOT REQUIRED BY THE CONTRACT DOCUMENTS WILL BE RETURNED BY ARCHITECT WITHOUT ACTION

# QUALITY REQUIREMENTS:

- A. CONFLICTING STANDARDS AND OTHER REQUIREMENTS: IF COMPLIANCE WITH TWO OR MORE STANDARDS OR REQUIREMENTS IS SPECIFIED AND THE STANDARDS OR REQUIREMENTS ESTABLISH DIFFERENT OR CONFLICTING REQUIREMENTS FOR MINIMUM QUANTITIES OR QUALITY LEVELS, INFORM THE ARCHITECT REGARDING THE CONFLICT AND OBTAIN CLARIFICATION PRIOR TO PROCEEDING WITH THE WORK. REFER CONFLICTING REQUIREMENTS THAT ARE DIFFERENT, BUT APPARENTLY EQUAL, TO ARCHITECT FOR CLARIFICATION BEFORE PROCEEDING.
- B. PREPARE AND SUBMIT CERTIFIED WRITTEN REPORTS REQUIRED. INCLUDE THE FOLLOWING:
- 1. PROJECT TITLE AND NUMBER AND DATE OF ISSUE. RECORD OF TEMPERATURE AND WEATHER CONDITIONS AT TIME OF SAMPLE TAKING AND TESTING AND INSPECTION. NAME AND SIGNATURE OF LABORATORY INSPECTOR.
- NAME, ADDRESS, TELEPHONE NUMBER, AND EMAIL ADDRESS OF TESTING AGENCY
- 3. DATES AND LOCATIONS OF SAMPLES AND TESTS OR INSPECTIONS.
- 4. TEST AND INSPECTION RESULTS AND AN INTERPRETATION OF TEST RESULTS. COMMENTS OR PROFESSIONAL OPINION ON WHETHER TESTED OR INSPECTED WORK COMPLIES WITH THE CONTRACT DOCUMENT REQUIREMENTS. RECOMMENDATIONS ON RETESTING AND REINSPECTING.
- C. MANUFACTURER QUALIFICATIONS: A FIRM EXPERIENCED IN MANUFACTURING PRODUCTS OR SYSTEMS SIMILAR TO THOSE INDICATED FOR THIS PROJECT AND WITH A RECORD OF SUCCESSFUL IN-SERVICE PERFORMANCE, AS WELL AS SUFFICIENT PRODUCTION CAPACITY TO PRODUCE REQUIRED UNITS. AS APPLICABLE, PROCURE PRODUCTS FROM MANUFACTURERS ABLE TO MEET QUALIFICATION REQUIREMENTS, WARRANTY REQUIREMENTS, AND TECHNICAL OR FACTORY-AUTHORIZED SERVICE REPRESENTATIVE REQUIREMENTS.
- D. FABRICATOR QUALIFICATIONS: A FIRM EXPERIENCED IN PRODUCING PRODUCTS SIMILAR TO THOSE INDICATED FOR THIS PROJECT AND WITH A RECORD OF SUCCESSFUL IN-SERVICE PERFORMANCE, AS WELL AS SUFFICIENT PRODUCTION CAPACITY TO PRODUCE REQUIRED UNITS.
- E. INSTALLER QUALIFICATIONS: A FIRM OR INDIVIDUAL EXPERIENCED IN INSTALLING, ERECTING, APPLYING, OR ASSEMBLING WORK SIMILAR IN MATERIAL, DESIGN, AND EXTENT TO THAT INDICATED FOR THIS PROJECT, WHOSE WORK HAS RESULTED IN CONSTRUCTION WITH A RECORD OF
- F. TESTING AND INSPECTING AGENCY QUALIFICATIONS: AN NRTL, AN NVLAP, OR AN INDEPENDENT AGENCY WITH THE EXPERIENCE AND CAPABILITY TO CONDUCT TESTING AND INSPECTION INDICATED, AS DOCUMENTED ACCORDING TO [ASTM E329] <INSERT STANDARD>; AND WITH ADDITIONAL QUALIFICATIONS REQUIRED BY THE CONSTRUCTION DOCUMENTS; AND, WHERE REQUIRED BY AUTHORITIES HAVING JURISDICTION, THAT IS ACCEPTABLE TO AUTHORITIES.
- G. PRECONSTRUCTION TESTING: WHERE TESTING AGENCY IS INDICATED TO PERFORM PRECONSTRUCTION TESTING FOR COMPLIANCE WITH SPECIFIED REQUIREMENTS FOR PERFORMANCE AND TEST METHODS, COMPLY WITH THE FOLLOWING:
- 1. CONTRACTOR RESPONSIBILITIES INCLUDE THE FOLLOWING: PROVIDE TEST SPECIMENS REPRESENTATIVE OF PROPOSED PRODUCTS AND CONSTRUCTION. SUBMIT SPECIMENS IN A TIMELY MANNER WITH SUFFICIENT TIME FOR TESTING AND ANALYZING RESULTS TO PREVENT DELAYING THE WORK. WHEN TESTING IS COMPLETE, REMOVE TEST SPECIMENS AND TEST ASSEMBLIES, AND MOCKUPS UNLESS NOTED OTHERWISE; DO NOT REUSE PRODUCTS ON PROJECT.
- 2. TESTING AGENCY RESPONSIBILITIES: SUBMIT A CERTIFIED WRITTEN REPORT OF EACH TEST, INSPECTION, AND SIMILAR QUALITY-ASSURANCE SERVICE TO ARCHITECT, CONTRACTOR OR CONSTRUCTION MANAGER AND COMMISSIONING AUTHORITY. INTERPRET TESTS AND INSPECTIONS AND STATE IN EACH REPORT WHETHER TESTED AND INSPECTED WORK COMPLIES WITH OR DEVIATES FROM THE CONTRACT DOCUMENTS.
- H. MOCKUPS: BEFORE INSTALLING PORTIONS OF THE WORK REQUIRING MOCKUPS, BUILD MOCKUPS FOR EACH FORM OF CONSTRUCTION AND FINISH REQUIRED TO COMPLY WITH THE FOLLOWING REQUIREMENTS, USING MATERIALS INDICATED FOR THE COMPLETED WORK, TO SIZE AND LOCATION INDICATED. DEMONSTRATE THE PROPOSED RANGE OF AESTHETIC EFFECTS AND WORKMANSHIP. NOTIFY ARCHITECT, CONTRACTOR AND CONSTRUCTION MANAGER 7 DAYS IN ADVANCE OF DATES AND TIMES WHEN MOCKUPS WILL BE CONSTRUCTED AND ALLOW 7 DAYS FOR REVIEW AND APPROVAL. OBTAIN THE APPROVAL FROM ARCHITECT, CONTRACTOR AND CONSTRUCTION MANAGER BEFORE STARTING CORRESPONDING WORK, FABRICATION, OR CONSTRUCTION. MAINTAIN MOCKUPS DURING CONSTRUCTION IN AN UNDISTURBED CONDITION AS A STANDARD FOR JUDGING THE COMPLETED WORK. DEMOLISH AND REMOVE MOCKUPS WHEN DIRECTED UNLESS OTHERWISE INDICATED.

# I. QUALITY CONTROL:

- 1. CONTRACTOR RESPONSIBILITIES: TESTS AND INSPECTIONS ARE CONTRACTOR'S RESPONSIBILITY. PERFORM ADDITIONAL QUALITY-CONTROL ACTIVITIES, WHETHER SPECIFIED OR NOT, TO VERIFY AND DOCUMENT THAT THE WORK COMPLIES WITH REQUIREMENTS. ENGAGE A QUALIFIED TESTING AGENCY TO PERFORM QUALITY-CONTROL SERVICES. NOTIFY TESTING AGENCIES AT LEAST [72] HOURS IN ADVANCE OF TIME WHEN WORK THAT REQUIRES TESTING OR INSPECTION WILL BE PERFORMED. COOPERATE WITH AGENCIES AND REPRESENTATIVES PERFORMING REQUIRED TESTS, INSPECTIONS, AND SIMILAR QUALITY-CONTROL SERVICES, AND PROVIDE REASONABLE AUXILIARY SERVICES AS REQUESTED.
- 2. TESTING AGENCY RESPONSIBILITIES: COOPERATE WITH ARCHITECT, CONTRACTOR OR CONSTRUCTION MANAGER AND COMMISSIONING AUTHORITY IN PERFORMANCE OF DUTIES. PROVIDE QUALIFIED PERSONNEL TO PERFORM REQUIRED TESTS AND INSPECTIONS. INTERPRET TESTS AND INSPECTIONS AND STATE IN EACH REPORT WHETHER TESTED AND INSPECTED WORK COMPLIES WITH OR DEVIATES FROM REQUIREMENTS. NOTIFY ARCHITECT, CONTRACTOR OR CONSTRUCTION MANAGER AND **COMMISSIONING AUTHORITY** PROMPTLY OF IRREGULARITIES OR DEFICIENCIES OBSERVED IN THE WORK DURING PERFORMANCE OF ITS SERVICES.
- 3. CONTRACTOR AND TESTING AGENCY SHALL COORDINATE SEQUENCE OF ACTIVITIES TO ACCOMMODATE REQUIRED QUALITY-ASSURANCE AND QUALITY-CONTROL SERVICES WITH A MINIMUM OF DELAY AND TO AVOID NECESSITY OF REMOVING AND REPLACING CONSTRUCTION TO ACCOMMODATE TESTING AND INSPECTION.
- J. SPECIAL TESTS AND INSPECTIONS: OWNER WILL ENGAGE A QUALIFIED TESTING AGENCY OR SPECIAL INSPECTOR TO CONDUCT SPECIAL TESTS AND INSPECTIONS REQUIRED BY AUTHORITIES HAVING JURISDICTION AS THE RESPONSIBILITY OF OWNER AS INDICATED IN THE STATEMENT OF SPECIAL INSPECTIONS, AND AS FOLLOWS:
- 1. VERIFYING THAT MANUFACTURER MAINTAINS DETAILED FABRICATION AND QUALITY-CONTROL PROCEDURES AND REVIEWING THE COMPLETENESS AND ADEQUACY OF THOSE PROCEDURES TO PERFORM THE WORK.
- 2. NOTIFY ARCHITECT, CONTRACTOR OR CONSTRUCTION MANAGER AND **COMMISSIONING AUTHORITY** PROMPTLY OF IRREGULARITIES OR DEFICIENCIES OBSERVED IN THE WORK DURING PERFORMANCE OF ITS SERVICES.
- 3. SUBMITTING A CERTIFIED WRITTEN REPORT OF EACH TEST, INSPECTION, AND SIMILAR QUALITY-CONTROL SERVICE TO ARCHITECT, CONTRACTOR OR CONSTRUCTION MANAGER AND COMMISSIONING AUTHORITY WITH COPY TO CONTRACTOR AND TO AUTHORITIES HAVING JURISDICTION. SUBMIT A FINAL REPORT OF SPECIAL TESTS AND INSPECTIONS AT SUBSTANTIAL COMPLETION, WHICH INCLUDES A LIST OF
- 4. RETESTING AND REINSPECTING CORRECTED WORK.
- K. ALL RETESTING/REINSPECTING: REGARDLESS OF WHETHER ORIGINAL TESTS OR INSPECTIONS WERE CONTRACTOR'S RESPONSIBILITY OR THE OWNER'S SPECIAL INSPECTIONS, PROVIDE QUALITY-CONTROL SERVICES, INCLUDING RETESTING AND REINSPECTING, FOR CONSTRUCTION THAT REPLACED WORK THAT FAILED TO COMPLY WITH THE CONTRACT DOCUMENTS.

# CONSTRUCTION WASTE MANAGEMENT:

- A. DEVELOP A WASTE MANAGEMENT PLAN AND SUBMIT PLAN FOR APPROVAL WITHIN 14 DAYS OF DATE ESTABLISHED FOR COMMENCEMENT OF THE
- B. DISTRIBUTE AND IMPLEMENT APPROVED WASTE MANAGEMENT PLAN. PROVIDE HANDLING, CONTAINERS, STORAGE, SIGNAGE, TRANSPORTATION, AND OTHER ITEMS AS REQUIRED TO IMPLEMENT WASTE MANAGEMENT PLAN DURING THE ENTIRE DURATION OF THE CONTRACT.
- C. TRAIN WORKERS, SUBCONTRACTORS, AND SUPPLIERS ON PROPER WASTE MANAGEMENT PROCEDURES, AS APPROPRIATE FOR THE WORK.
- D. SITE ACCESS AND TEMPORARY CONTROLS: CONDUCT WASTE MANAGEMENT OPERATIONS TO ENSURE MINIMUM INTERFERENCE WITH ROADS, STREETS, WALKS, WALKWAYS, AND OTHER ADJACENT OCCUPIED AND USED FACILITIES. DESIGNATE AND LABEL SPECIFIC AREAS ON PROJECT SITE NECESSARY FOR SEPARATING MATERIALS THAT ARE TO BE SALVAGED AND RECYCLED.

# **CLOSEOUT PROCEDURES:**

NUMBER.

- A. CONTRACTOR'S LIST OF INCOMPLETE ITEMS: PREPARE AND SUBMIT A LIST OF ITEMS TO BE COMPLETED AND CORRECTED (CONTRACTOR'S "PUNCH LIST"), INDICATING THE VALUE OF EACH ITEM ON THE LIST AND REASONS WHY THE WORK IS INCOMPLETE.
- B. SUBMITTALS PRIOR TO SUBSTANTIAL COMPLETION: COMPLETE THE FOLLOWING A MINIMUM OF 10 DAYS PRIOR TO REQUESTING INSPECTION FOR DETERMINING DATE OF SUBSTANTIAL COMPLETION.

# 1. SUBMIT A FINAL APPLICATION FOR PAYMENT.

- 2. CERTIFICATE OF INSURANCE: SUBMIT EVIDENCE OF FINAL, CONTINUING INSURANCE COVERAGE.
- 3. CERTIFIED LIST OF INCOMPLETE ITEMS: SUBMIT CERTIFIED COPY OF ARCHITECT'S SUBSTANTIAL COMPLETION INSPECTION LIST OF ITEMS TO BE COMPLETED OR CORRECTED (PUNCH LIST), ENDORSED AND DATED BY ARCHITECT. CERTIFIED COPY OF THE LIST SHALL STATE THAT EACH ITEM HAS BEEN COMPLETED OR OTHERWISE RESOLVED FOR ACCEPTANCE.
- 4. CERTIFICATES OF RELEASE: OBTAIN AND SUBMIT RELEASES FROM AUTHORITIES HAVING JURISDICTION, PERMITTING OWNER UNRESTRICTED USE OF THE WORK AND ACCESS TO SERVICES AND UTILITIES. INCLUDE OCCUPANCY PERMITS, OPERATING CERTIFICATES, AND SIMILAR
- 5. SUBMIT CLOSEOUT SUBMITTALS AS REQUIRED, INCLUDING SPECIFIC WARRANTIES, WORKMANSHIP BONDS, MAINTENANCE SERVICE AGREEMENTS, FINAL CERTIFICATIONS, AND SIMILAR DOCUMENTS.
- 6. SUBMIT MAINTENANCE MATERIAL SUBMITTALS SPECIFIED IN INDIVIDUAL SECTIONS, INCLUDING TOOLS, SPARE PARTS, EXTRA MATERIALS, AND SIMILAR ITEMS, AND DELIVER TO LOCATION DESIGNATED BY OWNER OR OWNER'S AGENT. LABEL WITH MANUFACTURER'S NAME AND MODEL
- 7. SUBMIT TESTING, ADJUSTING, AND BALANCING RECORDS.
- 8. SUBMIT CHANGEOVER INFORMATION RELATED TO OWNER'S OCCUPANCY, USE, OPERATION, AND MAINTENANCE
- 9. ALL CLOSE OUT DOCUMENTS TO BE SUBMITTED TO OWNER BY SINGLE THUMB DRIVE.

# C. FINAL CLEANING

- 1. EMPLOY EXPERIENCED WORKERS OR PROFESSIONAL CLEANERS FOR FINAL CLEANING. CLEAN EACH SURFACE OR UNIT TO CONDITION EXPECTED IN AN AVERAGE COMMERCIAL BUILDING CLEANING AND MAINTENANCE PROGRAM. COMPLY WITH MANUFACTURER'S WRITTEN INSTRUCTIONS.
- 2. USE CLEANING PRODUCTS THAT COMPLY WITH GREEN SEAL'S GS-37, OR IF GS-37 IS NOT APPLICABLE, USE PRODUCTS THAT COMPLY WITH THE CALIFORNIA CODE OF REGULATIONS MAXIMUM ALLOWABLE VOC LEVELS.
- 3. CLEAN EXPOSED EXTERIOR AND INTERIOR HARD-SURFACED FINISHES TO A DIRT-FREE CONDITION, FREE OF STAINS, FILMS, AND SUBSTANCES. AVOID DISTURBING NATURAL WEATHERING OF EXTERIOR SURFACES. RESTORE REFLECTIVE SURFACES TO THEIR ORIGINAL CONDITION.
- 4. VACUUM CARPET AND SIMILAR SOFT SURFACES, REMOVING DEBRIS AND EXCESS NAP; CLEAN ACCORDING TO MANUFACTURER'S RECOMMENDATIONS IF VISIBLE SOIL OR STAINS REMAIN.
- 5. CLEAN TRANSPARENT MATERIALS, INCLUDING MIRRORS AND GLASS IN DOORS AND WINDOWS. REMOVE GLAZING COMPOUNDS AND OTHER NOTICEABLE, VISION-OBSCURING MATERIALS. POLISH MIRRORS AND GLASS, TAKING CARE NOT TO SCRATCH
- 6. CLEAN PLUMBING FIXTURES TO A SANITARY CONDITION, FREE OF STAINS, INCLUDING STAINS RESULTING FROM WATER

# OPERATIONS AND MAINTENANCE DATA:

- A. SUBMIT EACH MANUAL IN FINAL FORM PRIOR TO REQUESTING INSPECTION FOR SUBSTANTIAL COMPLETION AND AT LEAST 10 DAYS BEFORE COMMENCING DEMONSTRATION AND TRAINING.
- B. CORRECT OR REVISE EACH MANUAL TO COMPLY WITH ARCHITECT'S AND COMMISSIONING AUTHORITY'S COMMENTS. SUBMIT COPIES OF EACH CORRECTED MANUAL WITHIN 10 DAYS OF RECEIPT OF ARCHITECT'S **AND COMMISSIONING AUTHORITY'S** COMMENTS AND PRIOR TO COMMENCING DEMONSTRATION AND TRAINING.
- C. SUBMIT ON DIGITAL MEDIA ACCEPTABLE TO ARCHITECT BY UPLOADING TO WEB-BASED PROJECT SOFTWARE SITE OR BY EMAIL TO ARCHITECT, IF WEB-BASED SOFTWARE IS NOT UTILIZED. ENABLE REVIEWER COMMENTS ON DRAFT SUBMITTALS.
- 1. ELECTRONIC FILES: USE ELECTRONIC FILES PREPARED BY MANUFACTURER WHERE AVAILABLE. WHERE SCANNING OF PAPER DOCUMENTS IS REQUIRED, CONFIGURE SCANNED FILE FOR MINIMUM READABLE FILE SIZE.
- 2. BOOKMARK INDIVIDUAL DOCUMENTS BASED ON FILE NAMES. NAME DOCUMENT FILES TO CORRESPOND TO SYSTEM, SUBSYSTEM AND EQUIPMENT NAMES USED IN MANUAL DIRECTORY AND TABLE OF CONTENTS. GROUP DOCUMENTS FOR EACH SYSTEM AND SUBSYSTEM INTO INDIVIDUAL COMPOSITE BOOKMARKED FILES, THEN CREATE COMPOSITE MANUAL, SO THAT RESULTING BOOKMARKS REFLECT THE SYSTEM, SUBSYSTEM, AND EQUIPMENT NAMES IN A READILY NAVIGATED FILE TREE. CONFIGURE ELECTRONIC MANUAL TO DISPLAY BOOKMARK PANEL ON OPENING FILE.
- D. ORGANIZATION OF MANUALS: UNLESS OTHERWISE INDICATED, ORGANIZE EACH MANUAL INTO A SEPARATE SECTION FOR EACH SYSTEM AND SUBSYSTEM, AND A SEPARATE SECTION FOR EACH PIECE OF EQUIPMENT NOT PART OF A SYSTEM. PROVIDE A TITLE PAGE AND TABLE OF CONTENTS.
- TITLE PAGE SHALL INCLUDE:
- a. SUBJECT MATTER INCLUDED IN MANUAL.
- c. NAME AND CONTACT INFORMATION FOR CONTRACTOR AND CONSTRUCTION MANAGER WHEN APPLICABLE. d. NAME AND CONTACT INFORMATION FOR COMMISSIONING AUTHORITY.
- 2. EMERGENCY MANUAL: ASSEMBLE A COMPLETE SET OF EMERGENCY INFORMATION INDICATING PROCEDURES FOR USE BY EMERGENCY PERSONNEL AND BY OWNER'S OPERATING PERSONNEL FOR TYPES OF EMERGENCIES INDICATED.
- 3. SYSTEMS AND EQUIPMENT OPERATION MANUAL: ASSEMBLE A COMPLETE SET OF DATA INDICATING OPERATION OF EACH SYSTEM, SUBSYSTEM, AND PIECE OF EQUIPMENT NOT PART OF A SYSTEM. INCLUDE INFORMATION REQUIRED FOR DAILY

OPERATION AND MANAGEMENT, OPERATING STANDARDS, AND ROUTINE AND SPECIAL OPERATING PROCEDURES.

- 4. SYSTEMS AND EQUIPMENT MAINTENANCE MANUALS: ASSEMBLE A COMPLETE SET OF DATA INDICATING MAINTENANCE OF EACH SYSTEM, SUBSYSTEM, AND PIECE OF EQUIPMENT NOT PART OF A SYSTEM. INCLUDE MANUFACTURERS' MAINTENANCE DOCUMENTATION, PREVENTIVE MAINTENANCE PROCEDURES AND FREQUENCY, REPAIR PROCEDURES, WIRING AND SYSTEMS DIAGRAMS, LISTS OF SPARE PARTS, AND WARRANTY INFORMATION.
- 5. PRODUCT MAINTENANCE MANUAL: ASSEMBLE A COMPLETE SET OF MAINTENANCE DATA INDICATING CARE AND MAINTENANCE OF EACH PRODUCT, MATERIAL, AND FINISH INCORPORATED INTO THE WORK.

- A. RECORD PRINTS: MAINTAIN ONE SET OF MARKED-UP PAPER COPIES OF THE CONTRACT DRAWINGS AND SHOP DRAWINGS, INCORPORATING NEW AND REVISED DRAWINGS AS MODIFICATIONS ARE ISSUED.
- B. MAINTAIN ONE COPY OF EACH SUBMITTAL DURING THE CONSTRUCTION PERIOD FOR PROJECT RECORD DOCUMENT PURPOSES. POST CHANGES AND REVISIONS TO PROJECT RECORD DOCUMENTS AS THEY OCCUR; DO NOT WAIT UNTIL END OF PROJECT.
- C. RECORD DIGITAL DATA FILES: IMMEDIATELY BEFORE INSPECTION FOR CERTIFICATE OF SUBSTANTIAL COMPLETION, REVIEW MARKED-UP RECORD DOCUMENTS WITH ARCHITECT, CONTRACTOR AND/OR CONSTRUCTION MANAGER. WHEN AUTHORIZED, PREPARE A FULL SET OF CORRECTED DIGITAL DATA FILES OF THE CONTRACT DOCUMENTS. SEE OPERATIONS AND MAINTENANCE DATA SECTION ABOVE FOR SUBMISSION FORMAT REQUIREMENTS.

# DEMONSTRATION AND TRAINING:

INSTRUCTION TIMES, AND LOCATION.

USE A DEMONSTRATION PERFORMANCE-BASED TEST.

SYSTEMS AND EQUIPMENT TO CONDITION EXISTING BEFORE INITIAL TRAINING USE.

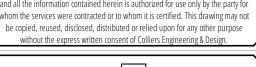
- A. FACILITATOR: CONTRACTOR OR CONSTRUCTION MANAGER SHALL PREPARE INSTRUCTION PROGRAM AND TRAINING MODULES, TO COORDINATE INSTRUCTORS, AND TO COORDINATE BETWEEN CONTRACTOR AND OWNER FOR NUMBER OF PARTICIPANTS,
- B. ENGAGE QUALIFIED INSTRUCTORS TO INSTRUCT OWNER'S PERSONNEL TO ADJUST, OPERATE, AND MAINTAIN SYSTEMS, SUBSYSTEMS, AND EQUIPMENT NOT PART OF A SYSTEM.
- C. PROVIDE INSTRUCTION AT MUTUALLY AGREED-ON TIMES. FOR EQUIPMENT THAT REQUIRES SEASONAL OPERATION, PROVIDE SIMILAR INSTRUCTION AT START OF EACH SEASON.
- FACILITY USING THE ACTUAL EQUIPMENT IN-PLACE. CONDUCT TRAINING USING FINAL OPERATION AND MAINTENANCE DATA E. EVALUATION: AT CONCLUSION OF EACH TRAINING MODULE, ASSESS AND DOCUMENT EACH PARTICIPANT'S MASTERY OF MODULE BY

F. COLLECT USED AND LEFTOVER EDUCATIONAL MATERIALS AND GIVE TO OWNER. REMOVE INSTRUCTIONAL EQUIPMENT. RESTORE

D. TRAINING LOCATION AND REFERENCE MATERIAL: CONDUCT TRAINING ON-SITE IN THE COMPLETED AND FULLY OPERATIONAL

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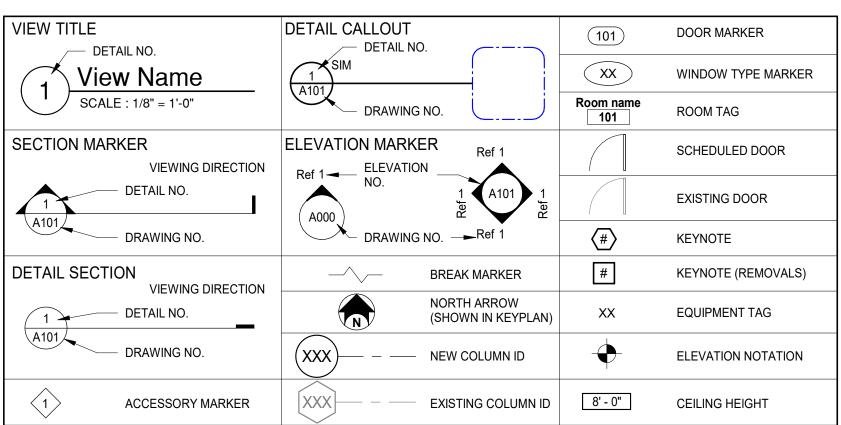
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**GENERAL REQUIREMENTS** 

G003

& Design

# DRAWING SYMBOLS



# MATERIAL INDICATORS

	UNDISTURBED EARTH	STEEL	FINISH WOOD
	GRAVEL OR CRUSHED STONE	RIGID INSULATION	BATT INSULATION
	CAST STONE	BRICK	WOOD FRAMING (CONTINUOUS)
4 4 4 4	CONCRETE	PLYWOOD	WOOD BLOCKING (DISCONTIN.)
	CONCRETE MASONRY UNIT	SAND OR GYPSUM BOARD	EXISTING

# WALL STYLES

EXISTING BRICK WALL	BRICK WALL	EXISTING WALL REMOVAL
EXISTING CMU WALL	CMU WALL	
EXISTING STUD WALL	STUD WALL	

# **ABBREVIATIONS**

ABBK	EVIATIONS		
"	INCHES	LLV	LONG LEG VERTICAL
#	NUMBER, POUNDS	LMC	LINEAR METAL CEILING
&	AND FEET	LT LTL	LIGHT
. ,	EXISTING TO REMAIN	LVR	LOUVER
(ER) (N)	EXISTING TO BE RELOCATED NEW WORK	LVT	LUXURY VINYL TILE
` '	REMOVE RELOCATED EXISTING	M MAX	MAXIMUM
(RE) @	AT	MECH	MECHANICAL
Ø, DIA	DIAMETER	MEZZ MFR	MEZZANINE MANUFACTURER
Α		MIN	MINIMUM
A/C ACP	AIR CONDITIONING ACOUSTICAL CEILING PANELS	MO MTD	MASONRY OPENING MOUNTED
AESS	ARCHITECTURALLY EXPOSED STRUCTURAL STEEL	MTL	METAL
AFF	ABOVE FINISHED FLOOR	N	
AHJ	AUTHORITY HAVING JURISDICTION	NIC NTS	NOT IN CONTRACT NOT TO SCALE
	AIR HANDLING UNIT	NIS	NOT TO SCALE
ALT ALUM	ALTERNATE ALUMINUM	O OC	ON CENTER
	ARCHITECT OF RECORD APPROXIMATE, APPROXIMATELY	OP/CI	OWNER
ARCH	ARCHITECT, ARCHITECTURAL		PROVIDED/CONTRACTOR INSTALLED
ATTN	ATTENTION	OPP OSB	OPPOSITE ORIENTED STRAND BOARD
В		OOD	ONLINIED OTTAND BOAND
B/, BO BD	BOTTOM OF BOARD	P PCC	PRECAST CONCRETE
BLDG	BUILDING	PCF	POUNDS PER CUBIC FOOT
BLKG BTWN	BLOCKING BETWEEN	PL PLF	PLATE POUNDS PER LINEAR FOOT
		PLM	PLASTIC LAMINATE
C CANT	CANTILEVER	PLYWD PMEJ	PLYWOOD PRE MOLDED EXPANSION JOINT
CG CJ	CORNER GUARD CONTROL JOINT	PMF PP	PRE MOLDED FILLER PLASTIC PANELING
CL	CENTERLINE	PSF	POUNDS PER SQUARE FOOT
CLG CLR	CEILING CLEAR	PSI PT	POUNDS PER SQUARE INCH PORCELAIN TILE
CM	CONSTRUCTION MANAGER	PTD	PAINTED
CMT CMU	CERAMIC MOSAIC TILE CONCRETE MASONRY UNIT	PTWD	(PRESSURE) PRESERVATIVE-TREATED WOOD
COL	COLUMN	Q	
CONC	CONCRETE CONTINUOUS	QT	QUARRY TILE
CORR CT	CORRIDOR CERAMIC TILE	QTY	QUANTITY
СТВ	CERAMIC TILE BASE	R	
D		R RB	RISER RUBBER BASE
D	DEEP	RCP	REFLECTED CEILING PLAN
DF DIA, Ø	DRINKING FOUNTAIN DIAMETER	RD REBAR	ROOF DRAIN REINFORCING BAR
DIM	DIMENSION	REINF	REINFORCED, REINFORCING, REINFORCEMENT
DWG, DWGS	DRAWING, DRAWINGS	REQD	REQUIRED
E			REQUIREMENTS
EA	EACH	RESIL RF	RESILIENT RESILIENT FLOORING
EIFS	EXTERIOR INSULATION FINISH SYSTEM	RM RO	ROOM
EL	ELEVATION ELECTRIC, ELECTRICAL	RTU	ROUGH OPENING ROOF TOP UNIT
ELEV	ELEVATOR	S	
EXF EXP	EPOXY FLOORING EXPANSION	SC	SEALED CONCRETE
EXP BT	EXPANSION BOLT	SCHED SCL	SCHEDULE STRUCTURAL COMPOSITE
EXT	EXTERIOR	SE SOET	LUMBER SQUARE FEET
F	FLOOD CLEANOLIT	SIM	SIMILAR
FCO FD	FLOOR CLEANOUT FLOOR DRAIN	SMS SOG	SHEET METAL SCREW SLAB ON GRADE / GROUND
FE FEC	FIRE EXTINGUISHER FIRE EXTINGUISHER CABINET	SPCS	SPACES
FFE	FINISH FLOOR ELEVATION	SPEC SS	SPECIFICATION SOLID SURFACE
FLG FLR	FLOORING FLOOR	SSL SST	SHORT SLOTTED STAINLESS STEEL
FPR	FIBER REINFORCED PLASTIC	STC	SOUND TRANSMISSION CLASS
	FIRE RATED FIRE RETARDANT TREATED	STD STL	STANDARD STEEL
FT FT	FLOOR TILE FIRE TREATED	STRUCT	STRUCTURAL, STRUCTURE
FTG	FOOTING	SYS	SYSTEM
G		T T	TREAD
GA GALV	GAUGE GALVANIZED	T&G	TONGUE AND GROOVE
GC	GENERAL CONTRACTOR	TEMP TH	TEMPORARY THRESHOLD
	GLASS-REINFORCED CONCRETE GLASS-REINFORCED GYPSUM	TL TD	TWIST LOCK
GWB	GYPSUM BOARD	TR TYP	TRANSITION TYPICAL
Н		U	
HB HC	HOSE BIBB HOLLOW CORE	UNO	UNLESS NOTED OTHERWISE
HDR	HEADER	UPH UR	UPHOLSTERY URINAL
HM HORIZ	HOLLOW METAL HORIZONTAL	V	
HPC HW	HIGH PERFORMANCE COATING HOT WATER	VAR	VARIES
HWD	HARDWARE	VB VCT	VINYL BASE VINYL COMPOSITION TILE
HWT	HOT WATER TANK	VERT	VERTICAL
I	INCIDE DIAMETER	VEST VIF	VESTIBULE VERIFY IN FIELD
ID IN WG	INSIDE DIAMETER INCH OF WATER GAUGE	VWC	VINYL WALL COVERING
INSUL INT	INSULATION INTERIOR	W	WIDE WIDT!
INV	INVERT	W W/	WIDE, WIDTH WITH
J		W/O WB	WITHOUT WOOD BASE
JAN CL	JANITORS CLOSET	WC	WATER CLOSET
JT	JOINT	WCV WD	WALL COVERING WOOD
L LAM	LAMINATE	WDT	WINDOW TREATMENT
LAV	LAVATORY	WF WOM	WOOD FLOORING WALKOFF MAT
LBS LF	POUNDS LINEAR FEET	WP WT	WATERPROOF WALL TILE
LLH	LONG LEG HORIZONTAL	** 1	

# **GENERAL NOTES:**

ALL GENERAL NOTES PERTAIN TO ALL ARCHITECTURAL (A-SERIES) DRAWINGS IN THIS SET

- 1. DEFINITIONS: "PROVIDE" MEANS FURNISH AND INSTALL. SUPPLY LABOR AND MATERIALS TO RESULT IN A FINISHED AND/OR OPERABLE SYSTEM.
- 2. CONTRACTOR RESPONSIBILITIES: A. MATERIALS, CONSTRUCTION METHODS INCLUDING BUT NOT LIMITED TO LAYOUT, COORDINATION, SCHEDULE AND CONSTRUCTION SITE ACCESS AND WORK.
- B. DAILY CLEANING: KEEP SITE FREE FROM WASTE, RUBBISH, AND DEBRIS. REMOVE DAILY. WHEN WORK IS COMPLETE, LEAVE THE PREMISES BROOM CLEAN AND CLEAN FINISHED SURFACES, FIXTURES, GLASS, STOREFRONT, ETC.
- C. FINAL CLEANING, PRIOR TO PUNCHLIST INSPECTION BROOM CLEAN ALL HARD SURFACE FLOORS, VACUUM ALL CARPETING AND WIPE DOWN ALL HORIZONTAL AND GLASS SURFACES PROVIDING A DUST FREE SURFACE.
- D. TEMPORARY PROTECTION IS REQUIRED TO MAINTAIN ONGOING BUILDING OPERATIONS, EXITING PATHS, DUST CONTROL AND OCCUPANT SAFETY. IDENTIFY THE REQUIREMENTS FOR TEMPORARY PROTECTION AND PROJECT PHASING. COORDINATE WITH OWNER FOR OTHER REQUIREMENTS.
- E. COORDINATE STARTUP AND ADJUSTING OF EQUIPMENT AND OPERATING COMPONENTS. START EQUIPMENT AND OPERATING COMPONENTS AND TEST TO CONFIRM PROPER OPERATION AND CONTROL. REMOVE MALFUNCTIONING UNITS, REPLACE WITH NEW UNITS, AND RETEST.
- F. CLOSEOUT DOCUMENTS, CERTIFICATE OF RELEASE FROM THE AUTHORITY OF JURISDICTION AND INSURANCE FOR CONTINUING COVERAGE, WARRANTIES, TEST & INSPECTION RESULTS AND OPERATION, EMERGENCY & MAINTENANCE MANUALS. ALL METAL STUD CROSS BRACING IS CONSIDERED DELEGATED DESIGN AND IS THE RESPONSIBILITY OF THE TRADE CONTRACTOR TO PROVIDE SEALED ENGINEERING DRAWINGS.
- 3. EXISTING CONDITIONS: REVIEW EXISTING CONDITIONS AND DIMENSIONS PRIOR TO COMMENCING WORK AND REPORT DISCREPANCIES TO THE ARCHITECT IMMEDIATELY.

# 4. CONTRACT DOCUMENTS:

- A. PLANS ELEVATIONS, SECTIONS, DETAILS AND SCHEDULES ARE COMPLEMENTARY. PLAN DRAWINGS WILL TAKE PRECEDENCE OVER ELEVATION, SECTION AND DETAILS DRAWINGS IN ANY CONFLICTS OF HORIZONTAL DIMENSIONS. DETAIL PLAN DRAWINGS WILL TAKE PRECEDENCE OVER LARGER SCALE PLANS IN ANY CONFLICTS WITH HORIZONTAL DIMENSIONS. WALL AND BUILDING SECTIONS WILL TAKE PRECEDENCE OVER PLAN DRAWING AND DETAILS IN ANY CONFLICTS WITH VERTICAL DIMENSIONS. DETAILS AND WALL SECTIONS WILL TAKE PRECEDENCE OVER ELEVATION AND PLAN DRAWINGS IN ANY CONFLICTS WITH MATERIAL DESCRIPTION. SCHEDULES WILL TAKE PRECEDENCE OVER OTHER ARCHITECTURAL DRAWINGS IN AND CONFLICTS WITH WALL, FLOOR AND CEILING FINISHES AND DOOR, DOOR HARDWARE AND FENESTRATION
- B. DRAWINGS PREPARED BY THE ARCHITECT ARE INSTRUMENTS OF THE ARCHITECT'S SERVICE FOR USE SOLELY WITH RESPECT TO THIS PROJECT AND, UNLESS OTHERWISE PROVIDED, BERGMANN SHALL BE DEEMED THE AUTHOR OF THESE DOCUMENTS AND RETAIN ALL COMMON LAW, STATUTORY AND OTHER RESERVED RIGHTS, INCLUDING THE COPYRIGHT.
- C. WHERE REFERENCE IS MADE TO VARIOUS TEST STANDARDS FOR MATERIALS, SUCH STANDARDS SHALL BE THE LATEST EDITION AND/OR ADDENDUM.

# FIELD CONDITIONS

- 1. REPAIR: EXISTING SURFACES TO REMAIN IMPACTED BY DEMOLITION TO MATCH EXISTING ADJACENT SURFACES.
- 2. DISCREPANCIES: NOTIFY ARCHITECT OF EXISTING DAMAGED OR DETERIORATED BUILDING ELEMENTS REVEALED DURING DEMOLITION OR CONSTRUCTION PRIOR TO PROCEEDING WITH ADDITIONAL WORK IN THE AREA.
- 3. HAZARDOUS MATERIALS: A PRE-DEMOLITION ASBESTOS SURVEY IS REQUIRED PRIOR TO DEMOLITION OF SUSPECT BUILDING MATERIALS IN ACCORDANCE WITH OSHA 29 DFR 1926.1101, AND USEPA 40 CRF 61.145. A PRE-DEMOLITION ASBESTOS SURVEY IS NOT REQUIRED PER 12 NYCRR 56 FOR BUILDINGS OR STRUCTURES FOR WHICH THE ORIGINAL CONSTRUCTION COMMENCED ON OR AFTER JANUARY 1, 1974. THERMAL SYSTEM INSULATIONS AND SURFACING MATERIALS FOUND IN BUILDINGS CONSTRUCTED NO LATER THAN 1980 SHALL BE CONSIDERED PRESUMED ASBESTOS CONTAINING MATERIALS (PACM) UNLESS PROVEN OTHERWISE BY APPROPRIATE BULK SAMPLING AND LABORATORY ANALYSIS CONDUCTED BY APPROVED LICENSED PERSONNEL. IT IS THE CONTRACTOR'S RESPONSIBILITY TO COMPLY WITH ALL REGULATIONS. THE LANDLORD SHALL PROVIDE COPIES OF ANY ASBESTOS SURVEYS THEY HAVE ON FILE AT THE REQUEST OF THE CONTRACTOR.
- 4. SAFETY: FOLLOW THE OCCUPATIONAL SAFETY & HEALTH ADMINISTRATION (OSHA) 29 CFR 1926.62, LEAD EXPOSURE IN CONSTRUCTION REGULATION. MATERIALS HAVING A CONCENTRATION EQUAL OR GREATER THAN 0.5% BY WEIGHT IN LEAD ARE CONSIDERED TO BE LEAD BASED. HOWEVER, OSHA CONSIDERS ANY AMOUNT OF LEAD ENCOUNTERED DURING CONSTRUCTION TO BE OF CONCERN. THE REGULATION STATES THAT THE EMPLOYER SHALL ASSURE THAT NO EMPLOYEE IS EXPOSED TO LEAD AT CONCENTRATIONS GREATER THAN FIFTY MICROGRAMS PER CUBIC METER OF AIR (50 MG/M<sup>3</sup>) AVERAGED OVER AN 8-HOUR PERIOD. CONTRACTORS SHALL DETERMINE AND TAKE APPROPRIATE MEASURES IF THEY SUSPECT THE PRESENCE OF LEAD.

# <u>FINISHES</u>

A. GENERAL: FINISHED FLOORS EXTEND INTO TOE SPACES, UNDER CASEWORK ON LAB PROJECTS, CLOSETS, DOOR REVEALS AND SIMILAR OPENINGS.

# B. PRODUCTS:

- A. INSTALL MATERIALS USING MANUFACTURER'S APPROVED ADHESIVES AND METHODS, U.N.O.
- B. PAINT DESIGNATIONS INDICATE COLOR ONLY, REFER TO SPECIFICATION FOR FINISH TYPE.
- C. PROVIDE SELF LEVELING TROWELABLE UNDERLAYMENT WHERE REQUIRED TO OBTAIN FINISH MANUFACTURER'S REQUIRED SUBFLOOR CONDITION.

APPROVAL FROM THE MANUFACTURER AND MAINTAIN MANUFACTURER'S WARRANTIES.

D. PROVIDE THE REQUIRED TRANSITIONS BASED ON TYPES IDENTIFIED ON DRAWINGS AT EACH FINISH TRANSITION LOCATION.

# C. EXECUTION: A. ADHERE TO MATERIAL OR SYSTEM MANUFACTURER'S WRITTEN INSTALLATION INSTRUCTIONS AND TOLERANCES. ANY VARIATIONS FROM WRITTEN INSTALLATION AND INSTRUCTIONS MUST RECEIVE WRITTEN

- B. PRIOR TO STARTING THE INSTALLATION OF A MATERIAL OR SYSTEM, VERIFY THE SUBSTRATE IS WITHIN THE MANUFACTURER'S REQUIRED TOLERANCES AND REQUIRED CLEARANCES ARE PROVIDED. NOTIFY THE CONSTRUCTION MANAGER OR GENERAL CONTRACTOR AND DEIGN PROFESSIONAL IN WRITING WHEN THE SUBSTRATE IS NOT WITHIN MANUFACTURER'S TOLERANCE OR REQUIRED CLEARANCES ARE NOT
- PROVIDED. PROCEEDING WITH INSTALLATION SIGNIFIES ACCEPTANCE OF THE SUBSTRATE AND CLEARANCES. C. PROVIDE MANUFACTURER'S REQUIRED ENVIRONMENTAL TESTS FOR MOISTURE, VAPOR DRIVE, RELATIVE HUMIDITY AND TEMPERATURE TO VERIFY THESE ARE WITHIN THE MATERIAL MANUFACTURER'S TOLERANCE PRIOR TO INSTALLING MATERIALS.
- D. MATERIAL AND INSTALLATION SHALL CONFORM WITH LOCAL, STATE AND NATIONAL BUILDING CODES AND CONSTRUCTION STANDARDS ENFORCED BY THE AUTHORITY HAVING JURISDICTION.
- E. REQUIRED DOCUMENTATION:
- SAFETY DATA SHEETS.
- 2. PROVIDE SAMPLES WHEN SPECIFICALLY REQUESTED IN THESE DOCUMENTS. 3. PROVIDE SHOP DRAWINGS OF MATERIALS AND SYSTEMS, WHICH WILL BE BUILT INTO AND MUST BE
- COORDINATED WITH OTHER CONSTRUCTION. SHOP DRAWINGS SHALL CONSIST OF PLAN, ELEVATION, SECTION VIEWS AND DETAILS AS REQUIRED TO COMMUNICATE FINAL APPEARANCE AND CONNECTION TO ADJOINING CONSTRUCTION.
- F. PROTECT ADJACENT SURFACES DURING WORK.
- G. REMOVE ADHESIVE OR PAINT SPOTS FROM FINISHED FLOORS, WALLS, GLASS OR OTHER SURFACES. FINISHES TO MEET OR EXCEED CODE REQUIREMENTS.
- H. FILL MINOR DRYWALL IRREGULARITIES WITH SPACKLING COMPOUND AND SAND TO A SMOOTH LEVEL SURFACE. EXERCISE CARE TO AVOID RAISING THE NAP OF PAPER.
- I. DO NOT PERFORM PAINTING AND OTHER FINISHING WORK UNDER CONDITIONS UNSUITABLE FOR EXECUTION OF PAINTING WORK. AIR SHALL BE FREE FROM DUST AND DIRT TO PREVENT LODGING OF FOREIGN MATTER IN FRESH PAINT. FLOORS TO BE BROOM CLEAN BEFORE PAINTING IS STARTED.
- J. EDGES OF PAINT ADJOINING OTHER COLORS OR MATERIALS TO BE SHARP AND CLEAN WITHOUT OVERLAP.
- K. WHENEVER NECESSARY TO OBTAIN REQUIRED RESULTS, REFINISH AN ENTIRE WALL RATHER THAN SPOT FINISHING WHERE A PORTION OF THE FINISH HAS BEEN DAMAGED OR IS UNSATISFACTORY.
- L. WHEN INSTALLING CARPET FOLLOW THE CARPET AND RUG INSTITUTE METHODS OF INSTALLATION AND MANUFACTURERS WRITTEN INSTALLATION INSTRUCTIONS.
- M. WHEN INSTALLING TILE FOLLOW THE TILE COUNCIL OF NORTH AMERICA'S INSTALLATION SPECIFICATIONS AND MANUFACTURERS WRITTEN INSTALLATION INSTRUCTIONS.
- N. CENTER FLOOR MATERIAL TRANSITIONS ON DOOR ABOVE.
- O. FLOOR MATERIAL TRANSITIONS SHALL OCCUR BELOW THE DOOR

# **WALLS**

- A. DIMENSIONS:
- a. STUD WALLS ARE TO FACE OF STUD, UNLESS OTHERWISE INDICATED IN A.c. OR A.d. BELOW.
- b. MASONRY WALLS ARE TO FACE OF MASONRY.
- c. EXISTING CONSTRUCTION ARE TO FINISHED FACE OF CONSTRUCTION.
- d. WHERE NOTED AS "CLR" DIMENSIONS ARE TO FINISHED SURFACE AND ARE CRITICAL FOR ACCESSIBILITY REQUIREMENTS OR BUILT-IN FURNISHINGS.

# a. WALLS NOT INDICATED WITH A WALL TYPE SHALL BE TYPE M30.

- b. COLUMN ENCLOSURES, CHASES AND ENCLOSED UNINHABITABLE SPACES SHALL BE WALL TYPE M31, UNLESS NOTED
- OF BRACING 4'-0" O.C. FOR WALLS UP TO 13'-0" HIGH.
- d. PROVIDE (2) #10-7/16" HEX HEAD SHEET METAL SCREWS AT EACH STUD/TRACK CONNECTION AT ALL WALLS, BULK HEADS & SOFFITS NOT EXTENDING FLOOR TO DECK.

c. BRACING: PROVIDE CHANNEL COLD ROLLED STEEL (CRSS) BRACING AT ALL METAL STUD WALLS. INSTALL TWO ROWS

- e. PROVIDE DEFLECTION TRACK OR CLIP AT TOP OF METAL STUD WALLS THAT EXTEND TO THE UNDERSIDE OF STRUCTURAL MEMBERS OR FLOOR/ ROOF DECK.
- f. METAL STUD WALLS IN WHICH STUDS DO NOT EXTEND TO DECK ABOVE SHALL BE LATERALLY BRACED AT 45 DEGREES TO THE STRUCTURE ABOVE WITH 3 5/8" x 20 GA. STUDS @ 48" O.C. MAX., AND AT ENDS OF SUCH WALLS WHICH DO NOT INTERSECT OTHER WALLS.
- g. PROVIDE FULL HEIGHT DOUBLE STUDS AT DOOR AND WINDOW JAMBS.
- h. FIRE-RESISTANT JOINT SYSTEMS: AT FIRE-RESISTANT RATED WALLS, FLOORS OR FLOOR/CEILING ASSEMBLIES, AND ROOFS OR ROOF/CEILING ASSEMBLIES, PROVIDE AN APPROVED TESTED JOINT ASSEMBLY PROVIDING THE MINIMUM TIME AND TEMPERATURE RISE AT THE WALL, FLOOR, OR ROOF SUITABLE FOR THE CONSTRUCTION WHERE THE SYSTEM IS TO BE INSTALLED.
- i. THE BOTTOM EDGE OF GYPSUM WALL BOARD SHALL BE INSTALLED 3/8" ABOVE THE FLOOR AND SEALED AS NOTED IN

- a. SMOKE WALLS AND SMOKE BARRIERS: SMOKE WALLS AND SMOKE BARRIERS MUST FORM A COMPLETE BARRIER TO LIMIT THE TRANSFER OF SMOKE, INCLUDING PERIMETER DETAILS, PENETRATIONS, AND AS REQUIRED BETWEEN WALLS AND DOOR JAMBS, OR SIDELIGHT FRAMES. THE MEMBRANE IS TO BE CONTINUOUS THROUGH ALL CONCEALED
- 1. RECESSED CABINETS, OUTLET BOXES, AND OTHER PENETRATIONS MUST BE SEALED
- 2. OPENINGS AROUND PENETRATIONS ARE TO BE SEALED.
- 3. ALL EXPOSED JOINTS, ANGLES, AND ABUTMENTS IN THE SYSTEM, INCLUDING FLOOR AND ABOVE CEILING MUST BE TAPED AND FINISHED.
- 4. SEAL THE INTERFACE BETWEEN WALLS AND DOOR JAMBS, OR SIDELIGHT FRAMES.
- b. FIRE WALLS AND FIRE BARRIERS: FIRE WALLS AND FIRE BARRIERS MUST BE SIMILARLY CONSTRUCTED AS A COMPLETE BARRIER TO RESIST THE SPREAD OF SMOKE AND FIRE. PENETRATIONS MUST BE SEALED AND LABELED WITH AN APPROVED FIRE RESISTANT JOINT SYSTEM. INSTALL A FIRE RESISTANT JOINT SYSTEM AT THE HEAD AND FLOOR CONDITION OF FIRE RATED WALLS AND BARRIERS.

# c. FIRE AND SMOKE WALL / BARRIER / WALLS LABELING:

- 1. WHERE THERE IS AN ACCESSIBLE CONCEALED FLOOR, FLOOR-CEILING, OR ATTIC SPACE, FIRE WALLS, FIRE BARRIERS, FIRE PARTITIONS, SMOKE BARRIERS, AND SMOKE PARTITIONS OR ANY OTHER WALL REQUIRED TO HAVE PROTECTED OPENINGS OR PENETRATIONS SHALL BE EFFECTIVELY AND PERMANENTLY IDENTIFIED WITH SIGNS OR STENCILING IN THE CONCEALED SPACE. SUCH IDENTIFICATION SHALL:
- A. BE LOCATED WITHIN 15 FEET (4572 MM) OF THE END OF EACH WALL AND AT INTERVALS NOT EXCEEDING 30 FEET (9144 MM) MEASURED HORIZONTALLY ALONG THE WALL OR PARTITION.
- B. INCLUDE LETTERING NOT LESS THAN 3 INCHES (76 MM) IN HEIGHT WITH A MINIMUM 3/8-INCH (9.5 MM) STROKE IN A CONTRASTING COLOR INCORPORATING THE SUGGESTED WORDING, "FIRE AND/OR SMOKE BARRIER – PROTECT ALL OPENEINGS," OR OTHER WORDING.
- d. ACOUSTICAL WALLS: WALLS INDICATED WITH ACOUSTICAL BATT, AND/OR A GIVEN AN STC RATING, SHALL BE CONSTRUCTED TO MINIMIZE SOUND TRANSMISSION AS FOLLOWS:
- 1. PROVIDE ACOUSTICAL SEALANT AT ALL FLOOR AND HEAD LEVELS, EACH SIDE OF THE WALLS.
- 2. SET TRACK IN 3 CONTINUOUS BEADS OF ACOUSTICAL SEALANT
- EXTEND SOUND BATTS THOROUGH ANY INTERSECTING WALLS.
- 4. STAGGER OUTLETS A MINIMUM OF 24 INCHES HORIZONTAL. DO NOT INSTALL MORE THAN ONE OUTLET IN A COMMON STUD CAVITY. SEAL JOINTS AROUND OUTLETS WITH ACOUSTICAL SEALANT.

# D. GYPSUM BOARD WALL COMPONENTS AND ACCESSORIES:

- a. WALL TYPES DO NOT INDICATE FINAL FINISHES. REFER TO FINISH PLANS AND FINISH SCHEDULE.
- b. GYPSUM BOARD SHALL BE TYPE "X" FIRE RATED WITH:
  - 1. LEVEL 1 FINISH AT JOINTS WHICH WILL REMAIN CONCEALED. PROVIDE GALVANIZED STEEL CORNER BEADS AT
  - 2. LEVEL 3 FINISH WHERE WALLS EXPOSED TO VIEW SCHEDULED FOR PAINT IN SERVICE SPACES (eg. TELE / DATA CLOSETS, MECHANICAL ROOMS, JANITOR CLOSETS, STORAGE ROOMS).
- 3. LEVEL 4 FINISH WHERE EXPOSED TO VIEW UPON PROJECT COMPLETION U.N.O.
- 4. LEVEL 5 FINISH AT GRAPHIC CORRIDOR, AS WELL AS DRY ERASE AND CHALK BOARD PAINTED AREAS. REFER TO FINISH LOCATION ON PLANS, AND COORDINATE WITH DESIGNER IN THE FIELD.
- c. PROVIDE MOISTURE/ MOLD / ABUSE RESISTANT GYPSUM BOARD AT WALLS IN TOILET ROOMS, JANITORS CLOSETS AND ANY ROOM WHERE MOISTURE CONDITIONS WILL OCCUR AND NOT RECEIVING TILE FINISH.
- d. PROVIDE GLASS MATT GYPSUM BOARD AT WALLS DIRECTLY ADJACENT TO LIVING WALL ELEMENT AND AT ALL WET AREAS (SHOWER ROOMS, COMMUNAL KITCHEN/DISHWASHER, ETC.) GLASS MAT GYPSUM BOARD SHALL RECEIVE FIBERGLASS TAPE AND FINISH AS RECOMMENDED BY MANUFACTURER.
- e. METAL TRIM:
- 1. EXPOSED METAL J-TRIM TO BE COMPLETELY COVERED WITH SKIM COAT
- 2. NON-METALIC J-TRIM OR OTHER SHAPES ARE NOT ACCEPTABLE, UNLESS OTHERWISE NOTED
- f. LOCATIONS WHERE GYPSUM BOARD WALLS TERMINATE AT DISSIMILAR MATERIALS, PROVIDE A FINISH-ABLE METAL END TRIM AND A 1/4" GAP BETWEEN TRIM AND ADJACENT MATERIAL. FILL GAP WITH BACKER ROD AND SEALANT.
- g. PROVIDE SOLID FIRE TREATED WOOD BLOCKING IN WALL AND CEILING CONSTRUCTION AS REQUIRED TO SUPPORT WALL MOUNTED MILLWORK AND CASEWORK, FURNISHINGS, RAILINGS, GRAB BARS, TOILET & BATH ACCESSORIES OR ANY OTHER WALL MOUNTED ITEMS INDICATED ON THESE DRAWINGS REQUIRING BLOCKING. REFER TO DIAGRAMS ON DRAWING FOR MOUNTING LOCATIONS OF GRAB BARS.
- h. PROVIDE PAPER FACED "L" SHAPED TAPE ON TRIM AT THE TOP OF ALL GYP. BD. THAT ABUTS SUSPENDED CEILINGS AND EXPOSED STRUCTURE.

a. PROVIDE IN GYPSUM WALL BOARD CONSTRUCTION AS FOLLOWS:

- PROVIDE CONTROL JOINTS IN EXPANSES OF WALLS AT MAXIMUM 25-FOOT INTERVALS, AND FULL HEIGHT. CONTROL JOINTS ARE RECOMMENDED AT DOOR JAMBS, EXTENDING FROM DOOR HEAD TO TOP OF WALL.
- 2. CONTROL JOINTS ARE REQUIRED IN CEILINGS TO LIMIT AREAS TO 2,500 SQUARE FEET. INSTALL CONTROL JOINTS IN CEILINGS TO LIMIT DIMENSIONS IN EITHER DIRECTION TO 50 FEET MAXIMUM WITH PERIMETER RELIEF, 30 FEET MAXIMUM OTHERWISE. INSTALL CONTROL JOINTS WHERE CEILING FRAMING OR FURRING CHANGES DIRECTION.
- 3. PROVIDE CONTROL JOINTS IN GYPSUM WALL BOARD WHERE THE UNDERLYING STRUCTURE CONTAINS A CONTROL OR MOVEMENT JOINT.
- 4. IN AN ACOUSTICALLY RATED ASSEMBLY, PROVIDE ACOUSTICALLY TESTED CONTROL JOINT ASSEMBLY WITH A STO RATING MINIMALLY EQUAL TO THE WALLS STC RATING. COORDINATE REQUIRED LOCATIONS ON FEATURE WALLS WITH DESIGNER IN THE FIELD. METAL TRIM: EXPOSED METAL OR NON-METALLIC J-MOLD IS NOT ACCEPTABLE.
- 5. PROVIDE CONTROL JOINTS AT ALL BUILDING CONTROL OR EXPANSION JOINTS.
- b. IN CONCRETE MASONRY UNIT WALLS REFER TO STRUCTURAL FOR CONTROL JOINT SPACING
- c. IN CLAY MASONRY VENEERS REFER TO ARCHITECTURAL EXTERIOR ELEVATIONS FOR EXPANSION JOINT LOCATIONS



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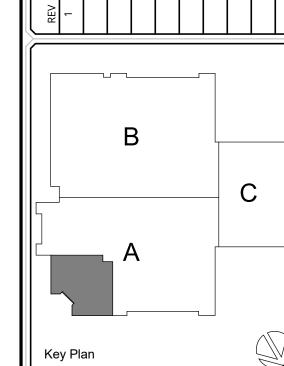
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GENERAL NOTES AND LEGENDS

NOTE: DO NOT SCALE DRAWINGS FOR CONSTRUCTION.

# SPECIFICATIONS:

# 088000/088813 - GLAZING AND FIRE-RESISTANT GLAZING

- A. FIRE RESISTANCE-RATED GLAZING:
- a. LISTED AND LABELED BY A TESTING AGENCY ACCEPTABLE TO AUTHORITIES HAVING JURISDICTION, FOR FIRE-RESISTANCE RATING INDICATED, BASED ON TESTING IN ACCORDANCE WITH ASTM E119 OR UL 263.
- PERMANENT LABEL SHALL INDICATE MANUFACTURER'S NAME; TEST STANDARD; WHETHER GLAZING IS PERMITTED TO BE USED IN DOORS OR OPENINGS; IF PERMITTED IN OPENINGS, WHETHER GLAZING HAS PASSED HOSE-STREAM TEST; WHETHER GLAZING MEETS 450 DEG F
- TEMPERATURE-RISE LIMITATION; AND FIRE-RESISTANCE RATING IN MINUTES. 1. FIRE-PROTECTION RATED GLAZING REQUIRED TO HAVE A FIRE-PROTECTION RATING OF 20 MINUTES SHALL BE EXEMPT FROM HOSE-STREAM
- b. FRAMING AND DOORS: FIRE-RESISTANCE RATED GLAZING WITH 60, 90, OR 120-MINUTE RATINGS AS SCHEDULED. FRAMING AND DOORS FROM GLASS
- SUPPLIER, TESTED AS AN ASSEMBLY COMPLYING WITH ASTM E119 OR UL 263.
- c. LAMINATED GLASS WITH INTUMESCENT INTERLAYERS: LAMINATED GLASS MADE FROM MULTIPLE PLIES OF UNCOATED, CLEAR FLOAT GLASS; WITH INTUMESCENT INTERLAYERS; COMPLYING WITH 16 CFR 1201, CATEGORY II.
- MANUFACTURERS: SAFTI FIRST FIRE RATED GLAZINGSOLUTIONS, TECHNICAL GLASS PRODUCTS, OR VETROTECH SAINT-GOBAIN. d. GLAZING ACCESSORIES: GLAZING GASKETS, GLAZING SEALANTS, GLAZING TAPES, SETTING BLOCKS, SPACERS, EDGE BLOCKS, AND OTHER GLAZING
- ACCESSORIES THAT ARE COMPATIBLE WITH GLAZING PRODUCTS AND EACH OTHER AND ARE APPROVED BY TESTING AGENCIES THAT LISTED AND LABELED FIRE-RESISTANT GLAZING PRODUCTS WITH WHICH PRODUCTS ARE USED FOR APPLICATIONS AND FIRE-PROTECTION RATINGS INDICATED.
- e. GLAZING SEALANTS FOR FIRE-RATED GLAZING PRODUCTS: NEUTRAL-CURING SILICONE GLAZING SEALANT COMPLYING WITH ASTM C920, TYPE S, GRADE NS, CLADD 50, USE NT.

MANUFACTURERS: GE CONSTRUCTION SEALANTS, THE DOW CHEMICAL COMPANY, OR TREMCO INCORPORATED.

# 081113 - HOLLOW METAL DOORS:

- A. ACCEPTABLE MANUFACTURERS: CECO DOOR; ASSA ABLOY. CURRIES COMPANY; ASSA ABLOY. CUSTOM METAL PRODUCTS. LAFORCE INC. NATIONAL CUSTOM HOLLOW METAL DOORS & FRAMES.
- B. INTERIOR STANDARD STEEL DOORS AND FRAMES: a. EXTRA-HEAVY-DUTY DOORS AND FRAMES: ANSI/SDI A250.8; ANSI/SDI A250.4, LEVEL A.
- 1. TYPE: AS INDICATED IN THE DOOR SCHEDULE.
  - 2. MATERIALS: UNCOATED STEEL SHEET, MINIMUM THICKNESS OF 0.053" 3. CONSTRUCTION: FULL PROFILE WELDED.
  - 4. EXPOSED FINISH: PRIME. PAINTED FINISH IN FIELD; PROVIDE SAMPLES TO ARCHITECT AND OWNER TO MATCH EXISTING HM FRAME PAINT

- a. PRIME FINISH: CLEAN, PRETREAT, AND APPLY MANUFACTURER'S STANDARD PRIMER.
- SHOP PRIMER: MANUFACTURER'S STANDARD, FASTOCURING, LEAD- AND CHROMATE-FREE PRIMER COMPLYING WITH ANSI/SDI A250.10;
- RECOMMENDED BY PRIMER MANUFACTURER FOR SUBSTRATE; COMPATIBLE WITH SUBSTRATE AND FIELD-APPLIED COATINGS DESPITE PROLONGED EXPOSURE.

# 081416 - FLUSH WOOD DOORS:

- A. ACCEPTABLE MANUFACTURERS: EGGERS INDUSTRIES, OSHKOSH DOOR COMPANY, AND VT INDUSTRIES.
- B. INTERIOR DOORS: SOLID-CORE FIVE-PLY FLUSH WOOD VENEER-FACED DOORS FOR TRANSPARENT FINISH.
- a. PERFORMANCE GRADE: ANSI/WDMA I.S. 1A EXTRA HEAVY DUTY.
- b. FACES: PROVIDE SAMPLES TO ARCHITECT AND OWNER TO MATCH EXISTING WOOD DOOR SPECIES/CUT. c. EXPOSED VERTICAL AND TOP EDGES: SAME SPECIES AS FACES, ARCHITECTURAL WOODWORK STANDARDS EDGE TYPE A.
- d. FIRE RATED DOORS: PROVIDE EDGE CONSTRUCTION WITH INTUMESCENT SEALS CONCEALED BY OUTER STILE.
- e. CORE FOR FIRE-RATED DOORS: AS REQUIRED TO ACHIEVE FIRE-PROTECTION RATING INDICATED ON SCHEDULE.
- C. FINISH: FACTORY FINISH, TRANSPARENT, SATIN, STAIN COLOR TO BE SELECTED BY ARCHITECT FROM MANUFACTURER'S STANDARD COLORS

# 087100 - DOOR HARDWARE:

- A. MANUFACTURERS/PRODUCTS
- a. HINGES: IVES 5BB SERIES. ALSO ACCEPTABLE: HAGER BB1191/1279 SERIES OR MCKINNEY TB SERIES.
- b. CONTINUOUS HINGES: IVES. ALSO ACCEPTABLE: SELECT OR PEMKO. c. MORTISE LOCKS: SCHLAGE L9000 SERIES. ALSO ACCEPTABLE: SARGENT 8200 SERIES.
- d. CYLINDERS: BEST. NO SUBSTITUTION. PROVIDE INTERCHANGEABLE CYLINDERS/CORES TO MATCH OWNER'S EXISTING KEY SYSTEM, COMPLIANT
- WITH ANSI/BHMA A156.5; LATEST REVISION. e. DOOR CLOSERS: LCN 4040XP SERIES. ALSO ACCEPTABLE: SARGENT 281 SERIES. WARRANTY: 30 YEARS.
- PROTECTION PLATES: IVES. ALSO ACCEPTABLE: TRIMCO OR ROCKWOOD.
- g.  $\,$  OVERHEAD STOPS AND OVERHEAD STOP/HOLDERS: GLYNN-JOHNSON. ALSO ACCEPTABLE: SARGENT OR ABH. DOOR STOPS AND HOLDERS: IVES. ALSO ACCEPTABLE: TRIMCO OR ROCKWOOD.
- THRESHOLDS, SEALS, DOOR SWEEPS, AUTOMATIC DOOR BOTTOMS, AND GASKETING: ZERO INTERNATIONAL. ALSO ACCEPTABLE: NATIONAL GUARD, REESE, OR PEMKO.
- j. FINISHES: GENERALLY, SATIN CHROMIUM, BHMA 626/652 (US26D). PROVIDE FINISH FOR EACH ITEM AS INDICATED IN THE SETS.

# a. SCHEDULED SYSTEM:

- EXISTING FACTORY REGISTERED SYSTEM:
- 1. PROVIDE CYLINDERS/CORES 0-BITTED FOR OWNER'S EXISTING FACTORY REGISTERED KEYING SYSTEM. COMPLY WITH GUIDELINES IN
- b. REQUIREMENTS: PERMANENT KEYING: PROVIDED BY OWNER.
- C. HARDWARE SET #01 (DOORS 207, 208)
- a. (3) EA HINGE 5BB1HW 4.5 X 4.5 NRP FINISH 652 MFR IVE
- b. (1) EA CLASSROOM LOCK L9070J 07A FINISH 626 MFR SCH c. (1) EA PERMANENT CORE - CONTRACTOR SUPPLIED: TO BE COMBINATED BY OWNER - MFR BES
- d. (1) EA SURFACE CLOSER 4040XP RW/PA TBSRT FINISH 689 MFR LCN
- e. (2) EA KICK PLATE 8400 10" X 34" LDW B-CS FINISH 630 MFR IVE (1) EA WALL STOP - WS406/407CVX - FINISH 630 - MFR IVE (3) EA SILENCER - SR64 - FINISH GRY - MFR IVE
- OPERATIONAL DESCRIPTION: COORDINATE OPERATION AND COMPONENT LOCATIONS WITH THE OWNER, THE ARCHITECT, AND ALL RELATED
- D. HARDWARE SET #02 (DOOR 205)
- a. (1) EA CONT. HINGE 224XY FINISH 628 MFR IVE
- b. (1) EA MORTISE CYLINDER 1E74 (LESS CORE) FINISH 626 MFR BES c. (1) EA PERMANENT CORE - CONTRACTOR SUPPLIED: TO BE COMBINATED BY OWNER - MFR BES
- d. (1) EA SURFACE CLOSER 4040XP SCUSH TBSRT FINISH 689 MFR LCN
- e. (2) EA KICK PLATE 8400 10" X 34" LDW B-CS FINISH 630 MFR IVE (1) EA GASKETING - 488S - FINISH BK - MFR ZER
- g. OPERATIONAL DESCRIPTION: COORDINATE OPERATION AND COMPONENT LOCATIONS WITH THE OWNER, THE ARCHITECT, AND ALL RELATED

- E. HARDWARE SET #03 (DOOR 217A) a. (3) EA HINGE - 5BB1HW 4.5 X 4.5 NRP - FINISH 652 - MFR IVE
- b. (1) EA STOREROOM LOCK LV9080BDC 03A FINISH 626 MFR SCH
- c. (1) EA PERMANENT CORE CONTRACTOR SUPPLIED: TO BE COMBINATED BY OWNER MFR BES
- d. (1) EA SURFACE CLOSER 4040XP RW/PA TBSRT FINISH 689 MFR LCN
- . (1) EA PA MOUNTING PLATE 4040XP-18PA FINISH 689 MFR LCN
- (1) EA WALL STOP WS406/407CVX FINISH 630 MFR IVE
- (1) EA GASKETING 488S FINISH BK MFR ZER
- h. OPERATIONAL DESCRIPTION: COORDINATE OPERATION AND COMPONENT LOCATIONS WITH THE OWNER, THE ARCHITECT, AND ALL RELATED

# F. HARDWARE SET #04 (DOOR 203)

- a. (3) EA HINGE 5BB1HW 4.5 X 4.5 NRP FINISH 652 MFR IVE
- b. (1) EA STOREROOM LOCK LV9080BDC 03A FINISH 626 MFR SCH
- c. (1) EA PERMANENT CORE CONTRACTOR SUPPLIED: TO BE COMBINATED BY OWNER MFR BES
- d. (1) EA SURFACE CLOSER 4040XP RW/PA TBSRT FINISH 689 MFR LCN
- e. (2) EA KICK PLATE 8400 10" X 34" LDW B-CS FINISH 630 MFR IVE (1) EA OH STOP - 100S - FINISH 630 - MFR GLY
- g. (1) EA SILENCER SR64 FINISH GRY MFR IVE
- h. OPERATIONAL DESCRIPTION: COORDINATE OPERATION AND COMPONENT LOCATIONS WITH THE OWNER, THE ARCHITECT, AND ALL RELATED

# G. HARDWARE SET #05 (DOOR 201A)

- a. (3) HINGE 5BB1HW 4.5 X 4.5 NRP FINISH 652 MFR IVE
- b. (1) CLASSROOM LOCK L9070J 07A FINISH 626 MFR SCH
- c. (1) PERMANENT CORE CONTRACTOR SUPPLIED: TO BE COMBINATED BY OWNER MFR BES d. (2) KICK PLATE - 8400 34 X 34" US32D - FINISH 630 - MFR IVE
- e. (1) OH STOP AND HOLD OPEN 100HP FINISH 630 MFR GLY (1) EA SILENCER - SR64 - FINISH GRY - MFR IVE
- H. ALL HARDWARE TO MEET ACCESSIBILY REQUIREMENTS SET BY 2017 ICC 117.1 AND ADA.

# 099123 - INTERIOR PAINTING:

A. BASIS OF DESIGN MANUFACTURER: SHERWIN WILLIAMS. ALSO ACCEPTABLE: BENJAMIN MOORE AND PPG PAINTS.

- B. PAINT SYSTEMS:
- a. GYPSUM BOARD AND PLASTER: • PRIMER: PROMAR 200 ZERO VOC INTERIOR LATEX PRIMER, B28W2600
- INTERMEDIATE COAT: MATCH TOPCOAT.
- 1. 4.0 MILS WET, 1.0 MILS DRY.
- TOPCOAT: PROMAR 200 ZERO VOC INTERIOR LATEX EG-SHEL, B20-2600 SERIES. 1. 4.0 MILS WET, 1.6 MILS DRY.
- b. CMU:
- PRIMER: PREPRITE BLOCK FILLER, B25W25 INTERMEDIATE COAT: MATCH TOPCOAT.
- TOPCOAT: PROMAR 200 ZERO VOC INTERIOR LATEX SEMI-GLOSS, B31-2600 SERIES.
- 1. 4.0 MILS WET, 1.6 MILS DRY PER COAT. c. HOLLOW METAL FRAMES AND DOORS:
- PRIMER: PRO INDUSTRIAL PRO CRYL UNIVERSAL PRIMER, B66-310 SERIES.
- 1. 5.0 TO 10 MILS WET, 2.0 TO 4.0 MILS DRY. INTERMEDIATE COAT: MATCH TOPCOAT.
- TOPCOAT: PRO INDUSTRIAL ACRYLIC SEMI-GLOSS COAT, B66-650 SERIES.
- 1. 2.5 TO 4.0 MILS DRY PER COAT. d. BRICK/CLAY MASONRY
- PRIMER: LOXON CONCRETE & MASONRY PRIMER SEALER, A24W8300.
- 1. 8.0 MILS WET, 3.2 MILS DRY.
- INTERMEDIATE COAT: MATCH TOPCOAT.
- TOPCOAT: PROMAR 200 ZERO VOC LATEX SEMI-GLOSS, B31-2600 SERIES. 1. 4.0 MILS WET, 1.6 MILS DRY PER COAT.
- e. ACOUSTIC/TECTUM DECK WATERBORNE ACRYLIC DRY FALL, B42W1. UP TO 6 COATS, SPRAY APPLIED.
- 1. 3.5 TO 5.0 MILS WET, 1.5 TO 2.0 MILS DRY PER COAT.

# C. COLORS: REFER TO BASIS OF DESIGN. 102113.19 - PLASTIC TOILET COMPARTMENTS:

- a. BASIS OF DESIGN PRODUCT BY ONE OF THE FOLLOWING: ASI GLOBAL PARTITIONS, BRADLEY, BOBRICK, HADRIAN, METPAR b. TOILET-ENCLOSURE STYLE: SOLID PLASTIC (HDPE), OVERHEAD BRACED, FLOOR ANCHORED.
- a. DOORS AND PENALS: SINGLE SHEETS OF SOLID MOLDED HOMOGENOUS HIGH-DENSITY POLYETHYLENE (HDPE). FINISH:
- 1. COLOR: AS SELECTED FROM MANUFACTURER'S COLOR CARD. 2. TEXTURE: MANUFACTURER'S STANDARD FOR SELECTED COLOR.
- EDGES: 1/4" RADIUS MACHINED EDGES. HEAT SINK: EXTRUDED ALUMINUM ATTACHED TO BOTTOM OF DOORS AND PANELS.
- NO SIGHT-55 PRIVACY: PROVIDE COMPARTMENTS WITH NO-SIGHTLINE PRIVACY STRIPS.
- b. DOOR AND PANEL DIMENSIONS:
- DOOR WIDTH: PER PLAN.
- DOOR PANEL HEIGHT: 55". 1. EXTEND TO TOP RAIL WITH ADDITIONAL FILLER PANEL. SECURE PANELS WITH CONTINUOUS H-BAR AND SECURITY
- DOOR PANEL HEIGHT ABOVE FLOOR: 14".
- PANEL DEPTH: AS INDICATED ON DRAWINGS.
- c. PILASTERS: • 1" THICK, OF SIZES REQUIRED TO SUIT COMPARTMENT WIDTH AND SPACING; MINIMUM 3" WIDE.
- PILASTER HEIGHT: 82".
- PROVIDE EASY-STALL SHOES AT FLOOR ANCHORED, OVERHEAD BRACED TOILET COMPARTMENTS. d. HEAD RAILS: HOLLOW ANODIZED ALUMINUM TUBE, 1- BY 1-5/8" SIZE, WITH ANTI-GRIP SURFACE AND CAST-SOCKET WALL BRACKETS.

# C. HARDWARE AND ACCESSORIES

- a. BRACKETS:
- CONTINUOUS TYPE: BRUSHED STAINLESS STEEL
- b. DOOR HARDWARE: BRUSHED STAINLESS STEEL:
- . HINGES: BRUSHED STAINLESS STEEL CONTINUOUS HINGE, SELF-CLOSING SPRING-LOADED TYPE.
- 2. LATCH AND KEEPER: SURFACE MOUNT SLIDE. 3. COAT HOOK: MANUFACTURER'S STANDARD COAT HOOK WITH RUBBER BUMPER; ONE PER COMPARTMENT, MOUNTED ON
- 4. DOOR PULL: PROVIDE DOOR PULL FOR OUTSWINGING DOORS. PROVIDE ON BOTH SIDES OF DOORS DESIGNATED AS
- ACCESSIBLE 5. DOOR BUMPER: PROVIDE RUBBER-TIPPED DOOR BUMPERS AT OUT-SWINGING DOORS.
- c. ATTACHMENTS, SCREWS, AND BOLTS: STAINLESS STEEL, TAMPER-RESISTANT TYPE. FOR ATTACHING PANELS AND PILASTERS TO BRACKETS: SEX-TYPE THROUGH-BOLTS AND NUTS, TAMPER-RESISTANT.
- FOR ATTACHING PANELS TO ADDITIONAL FILLER PANEL: ALUMINUM H-BAR. 1-1/32" WIDTH BY 1-1/2" HEIGHT BY 1/16" THICKNESS. HEIGHT AND WIDTH MAY NEED TO CHANGE TO ALLOW PROPER SECURING, CUT TO PROPER LENGTH.



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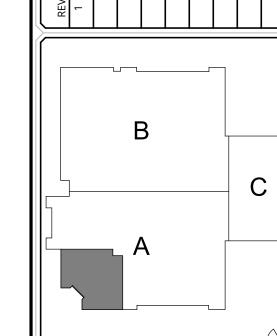
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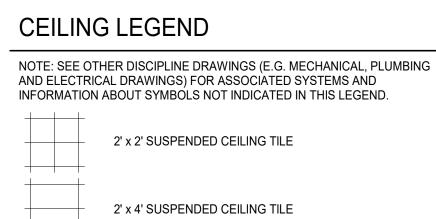
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**SPECIFICATIONS** 

A002

NOTE: DO NOT SCALE DRAWINGS FOR CONSTRUCTION.



GYPSUM BOARD CEILING/SOFFIT

OPEN TO DECK

TOILET 212T

/TQIL<del>ET</del>

TOILET 217T

- REMOVE EXISTING CEILING SYSTEM AND LIGHTING FIXTURES IN ITS ENTIRETY. MAINTAIN EXISTING BULK HEAD AT PLAN WEST (SOUTH) WALL. REFER NEW WORK CEILING PLAN.
- REMOVE AND REPLACE DIFFUSERS. REFER TO MECHNICAL
- EXISTING SOFFIT AND TECTUM PANELS TO REMAIN. PREP FOR NEW

# **LEGEND**

NOT IN SCOPE

WORK SCOPE AREA REFER TO CEILING NOTES

WORK SCOPE AREA REFER TO CEILING NOTES

UNASSID

MECH & EQUIP 206

STORAGE

DISPLAY BOARD AND FRAMES TO BE REMOVED AND REINSTALLED

AFTER PAINTING.

WOMEN

- CEILING PLAN KEYNOTES 1 REMOVE EXISTING LAY-IN PANEL SYSTEM IN ITS ENTIRETY ALONG
  - REMOVE EXISTING DRINKING FOUNTAIN AND REPLACED WITH H/L AND REMOVE EXISTING LAY-IN PANELS. GRID AND LIGHTING TO REMAIN. BOTTLE FILLER WITH CHILLED WATER. CLEAN AND REPAIR WALL AS GRILLS AND DIFFISERS TO BE REMOVED REFER TO MECHANICAL
    - REQUIRED. PREP OPENING FOR NEW EWC. REFER TO MECHANICAL/PLUMBING.

REMOVE OBSERVATION ROOM WALLS AND WINDOWS. PLAN WEST

REMOVE EXISTING DOOR AND ASSOCIATED HARDWARE. FRAME TO

WALL (SOUTH) OF OBSERVATION TO STOP AT EXISTING BULK HEAD.

FIRST FLOOR PLAN KEYNOTES 1

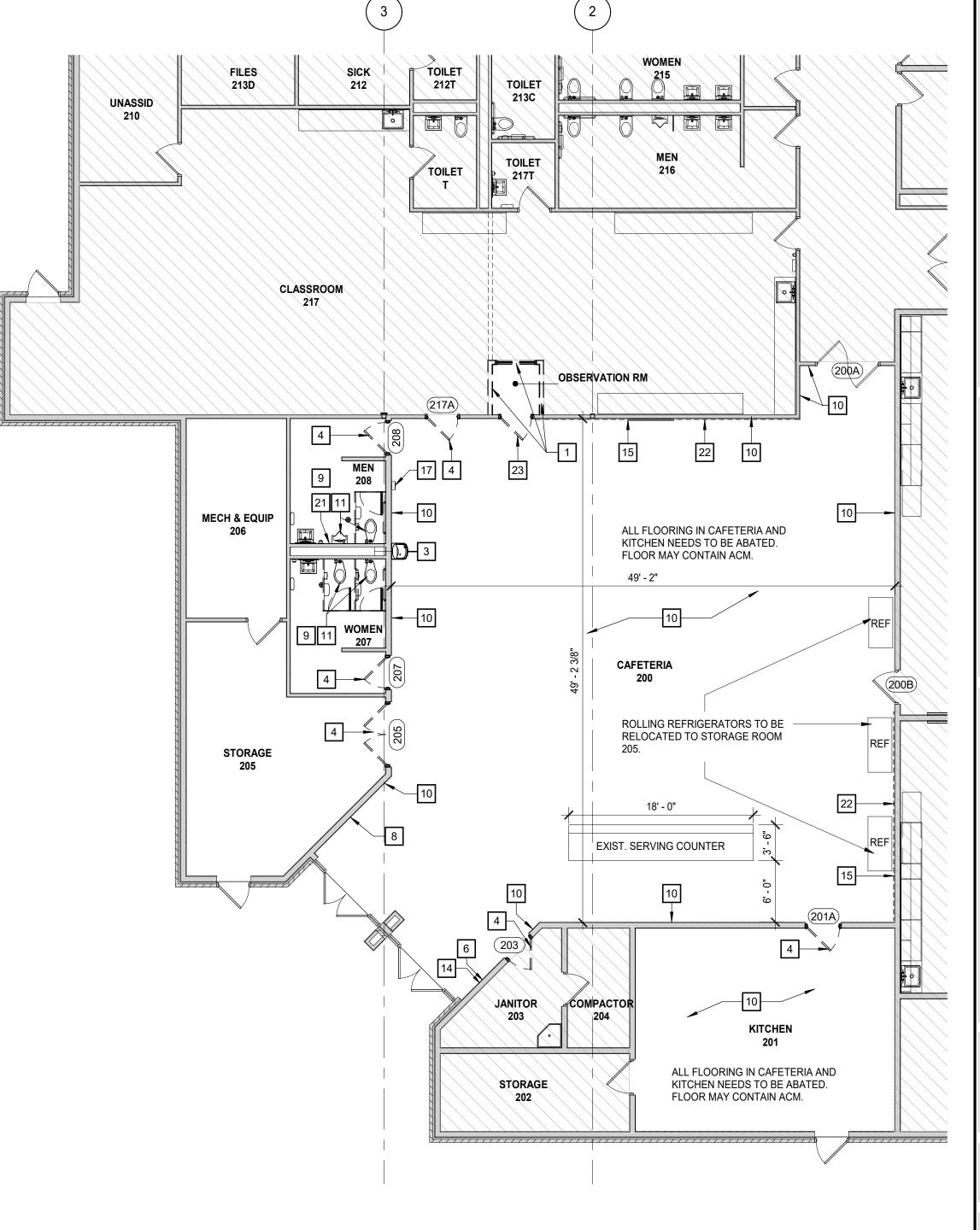
REMAIN. PREP FOR NEW DOOR AND HARDWARE.

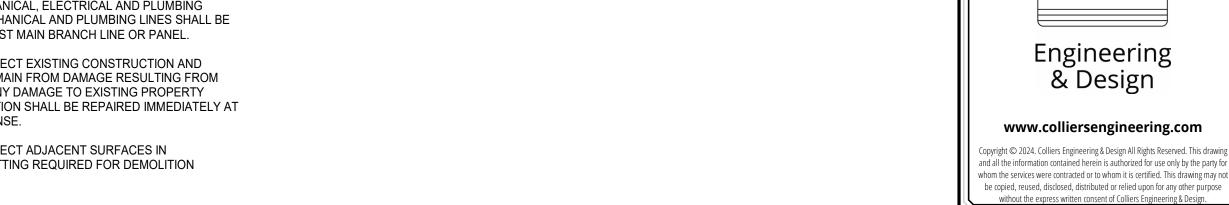
PREP ACCESS PANEL TO BE PAINTED TO MATCH WALL COLOR.

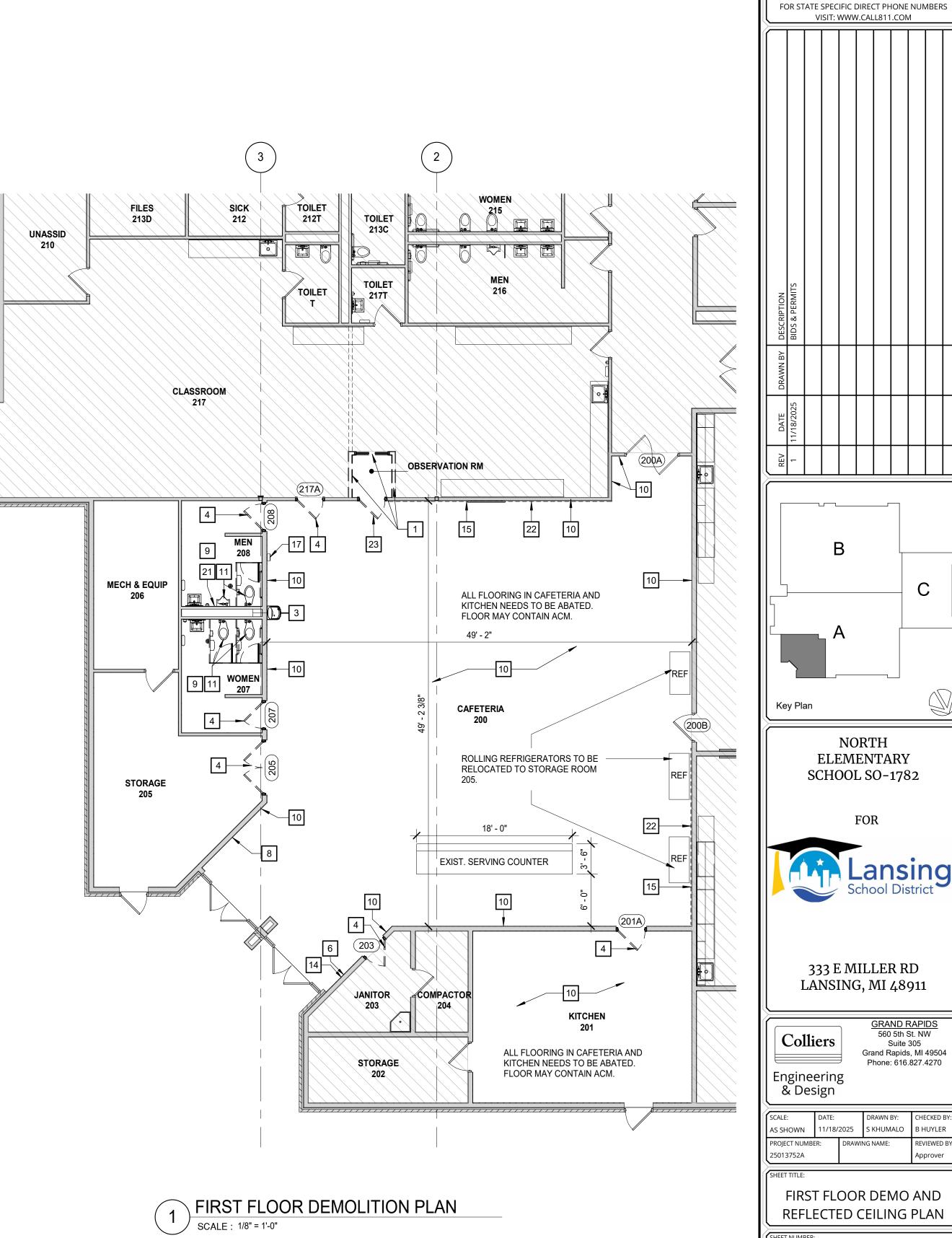
- 8 EXISTING DISPLAY BOARD TO REMAIN (DO NOT PAINT).
- RESTROOM FLOOR TO REMAIN. REMOVE EXISTING CERAMIC COVE BASE. CLEAN/PATCH/REPAIR FLOOR AND WALL AS REQUIRED. PREP WALL AND FLOOR FOR NEW FINISHES.
- 10 FLOORING AND BASE TO BE REMOVED.
- 11 REMOVE EXISTING FIXTURES AND TOILET PARTITIONS. REMOVE EXISTING ACCESSORIES/WALL ATTACHMENTS. PREP WALL FOR NEW FIXTURES AND FINISHES PER PLAN.
- 14 REPLACE WALL GRILL. SEE MECHANICAL DRAWINGS.
- 15 PREP EXISTING CONDUIT TO BE PAINTED (TYP). ALL EXISTING CONDUIT TO BE PAINTED TO MATCH ADJACENT WALL CÓLOR (TYP).
- 17 REMOVE EXISTING FIRE EXTINGUISHER CABINET.
- 21 REMOVE EXISTING FRP. PREP AND REPAIR EXISTING WALL FOR NEW
- 22 REMOVE EXISTING BUMPER GUARD ON EXISTING WALL. PATCH AND
- 23 REMOVE EXISTING DOOR, FRAME AND DOOR HARDWARE. PREP WALL AS REQUIRED FOR INFILL AFTER DOOR REMOVAL.

# **GENERAL NOTES**

- A. CONTRACTOR SHALL COORDINATE REMOVAL OF FLOORS, WALLS AND CEILINGS WITH MECHANICAL, ELECTRICAL AND PLUMBING TRADES. ALL POWER, MECHANICAL AND PLUMBING LINES SHALL BE REMOVED BACK TO NEAREST MAIN BRANCH LINE OR PANEL.
- B. CONTRACTOR SHALL PROTECT EXISTING CONSTRUCTION AND EQUIPMENT NOTED TO REMAIN FROM DAMAGE RESULTING FROM DEMOLITION ACTIVITIES. ANY DAMAGE TO EXISTING PROPERTY RESULTING FROM DEMOLITION SHALL BE REPAIRED IMMEDIATELY AT THE CONTRACTOR'S EXPENSE.
- C. CONTRACTOR SHALL PROTECT ADJACENT SURFACES IN PREPARATION OF SAW CUTTING REQUIRED FOR DEMOLITION









\ FIRST FLOOR REFLECTED CEILING DEMOLITION PLAN SCALE: 1/8" = 1'-0"

STORAGE

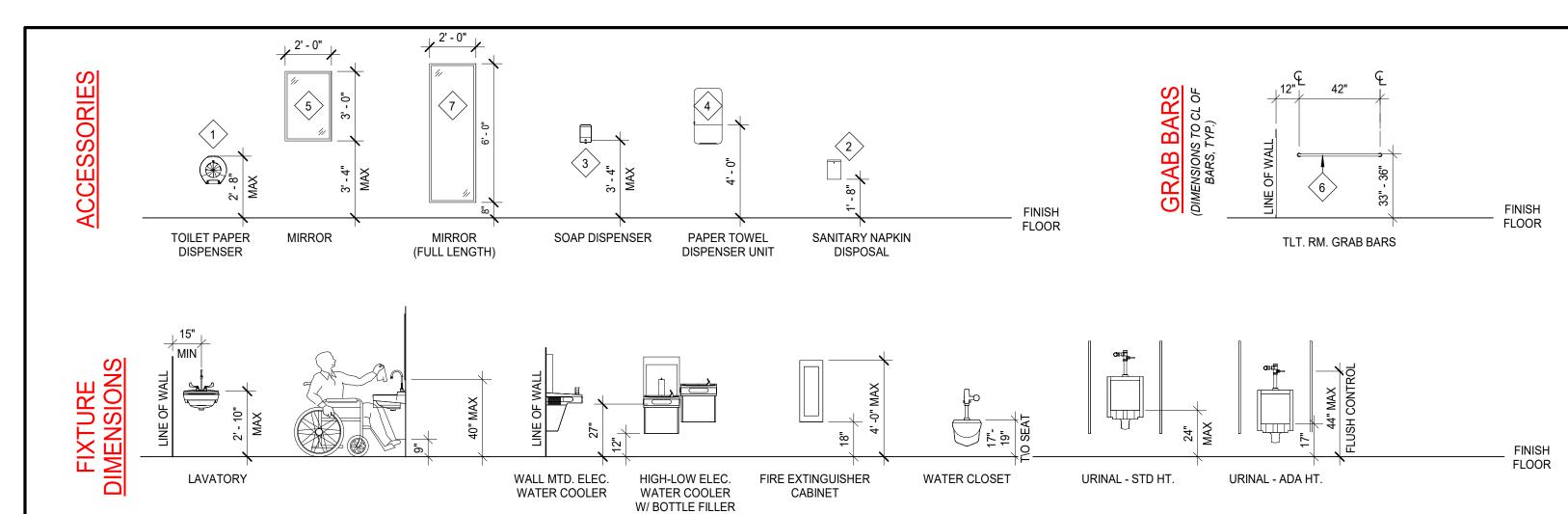
AD101

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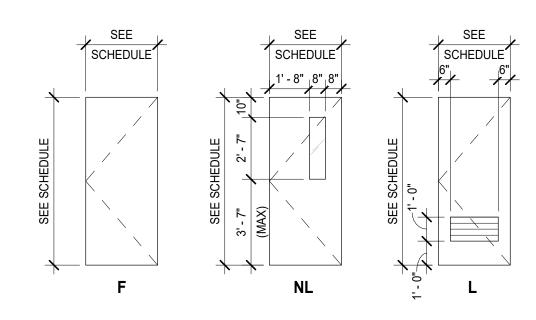


							DOOR SCH	EDULE					
			DOOR			FRAME				GENERAL			
DOOR#	WIDTH	HEIGHT	T X Y	TYPE	MAT-FIN	TYPE	MAT-FIN	DETAIL	HDWR	RATING	REMARKS	DOOR#	
New Construction FIRST FLOOR													
201A	3' - 2"	7' - 0"	0' - 1 3/4"	F	NEW HM - PT	EXIST	EXIST HM - PT	EXISTING	5	20 MIN	NEW HOLLOW METAL DOOR, NEW HARDWARE, PAINT EXISTING FRAME	201A	
203	3' - 0"	7' - 0"	0' - 1 3/4"	F	NEW HM - PT	EXIST	EXIST HM - PT	EXISTING	4	90 MIN	NEW HOLLOW METAL DOOR, NEW HARDWARE, PAINT EXISTING FRAME	203	
205	6' - 0"	7' - 0"	0' - 1 3/4"	F	NEW HM - PT	EXIST	EXIST HM - PT	EXISTING	2	90 MIN	NEW HOLLOW METAL DOOR, NEW HARDWARE, PAINT EXISTING FRAME	205	
207	3' - 0"	7' - 0"	0' - 1 3/4"	L	NEW WD - ST	EXIST	EXIST HM - PT	EXISTING	1		NEW WOOD DOOR, NEW HARDWARE, PAINT EXISTING FRAME	207	
208	3' - 0"	7' - 0"	0' - 1 3/4"	L	NEW WD - ST	EXIST	EXIST HM - PT	EXISTING	1		NEW WOOD DOOR, NEW HARDWARE, PAINT EXISTING FRAME	208	
217A	3' - 0"	7' - 0"	0' - 1 3/4"	NG	NEW WD - ST	EXIST	EXIST HM - PT	EXISTING	3	20 MIN	NEW WOOD DOOR, NEW HARDWARE, PAINT EXISTING FRAME	217A	

# DOOR AND HARDWARE NOTES

- EXISTING DOOR AND FRAME REPAIR, PREP AND PAINT HOLLOW METAL FRAME AND DOOR / TOUCH UP WOOD DOOR FINISH; REFER TO
- HARDWARE SCHEDULE FOR ADDITIONAL INFORMATION
- PROTECT EXISTING DOORS AND FRAMES TO REMAIN
- 3 FIELD CERTIFICATION FOR FIRE RESISTANCE RATING OF EXISTING FRAME REQUIRED
- 4 SALVAGE CORES OF EXISTING HARDWARE TO BE REMOVED. CONTRACTOR TO PROVIDE NEW CORES WHERE REQUIRED.
- 5 ALL HARDWARE TO MEET ALL STATE AND LOCAL ACCESIBILY REQUIREMENTS 6 REFER TO HARDWARE SPECIFICATIONS FOR ADDITIONAL HARDWARE REQUIREMENTS
- 7 NEW HARDWARE IN EXISTING FRAME
- 8 NEW KICK PLATE FOR DOORS THAT CURRENTLY HAVE AN EXISTING KICK PLATE
- 9 KICK PLATE ON DOOR 201A IS TO BE A FULL HEIGHT BOTH SIDES 10 COLOR BENCH MARK FOR ALL DOOR IS DOOR 200A & 200B

- A. ALL RESTROOM ACCESSORIES ARE FOR REFERENCE ONLY. **B.** RESTROOM ACCESSORIES TO BE PROVIDED BY OWNER,
- INSTALLED BY G.C., U.O.N.



DOOR - TYPES

# KEYNOTES 1

- 1 NEW HI/LO DRINKING FOUNTAIN WITH BOTTLE FILLER. USE ELKAY WATER COOLERS WITH CHILLED WATER. ADA ACCESSIBLE. PROVIDE POWER FOR NEW DRINKING FOUNTAIN.
- 2 NEW FIRE EXTINGUISHER CABINET WITH FIRE EXTINGUISHER TO MATCH EXISTING. DO NOT PAINT.
- 3 NEW DOOR AND HARDWARE. REFER TO DOOR SCHEDULE. PAINT EXISTING FRAM. COLOR BENCH MARK FOR NEW DOORS: 200A & B.
- 4 EXISTING DISPLAY BOARD TO REMAIN (DO NOT PAINT).
- 6 INSTALL NEW EPOXY FLOOR OVER EXISTING CERAMIC TILE
- CONTINUE EPOXY UP WALL MIN 4".
- 7 PAINT EXISTING BRICK WALL.
- 8 INFILL WALL WERE DOOR WAS REMOVED WITH MATERIALS TO MATCH ADJACENT.
- 9 WALL GRILL AND ACCESS PANEL ABOVE TO BE PAINTED TO MATCH WALL COLOR.

# **GENERAL NOTES**

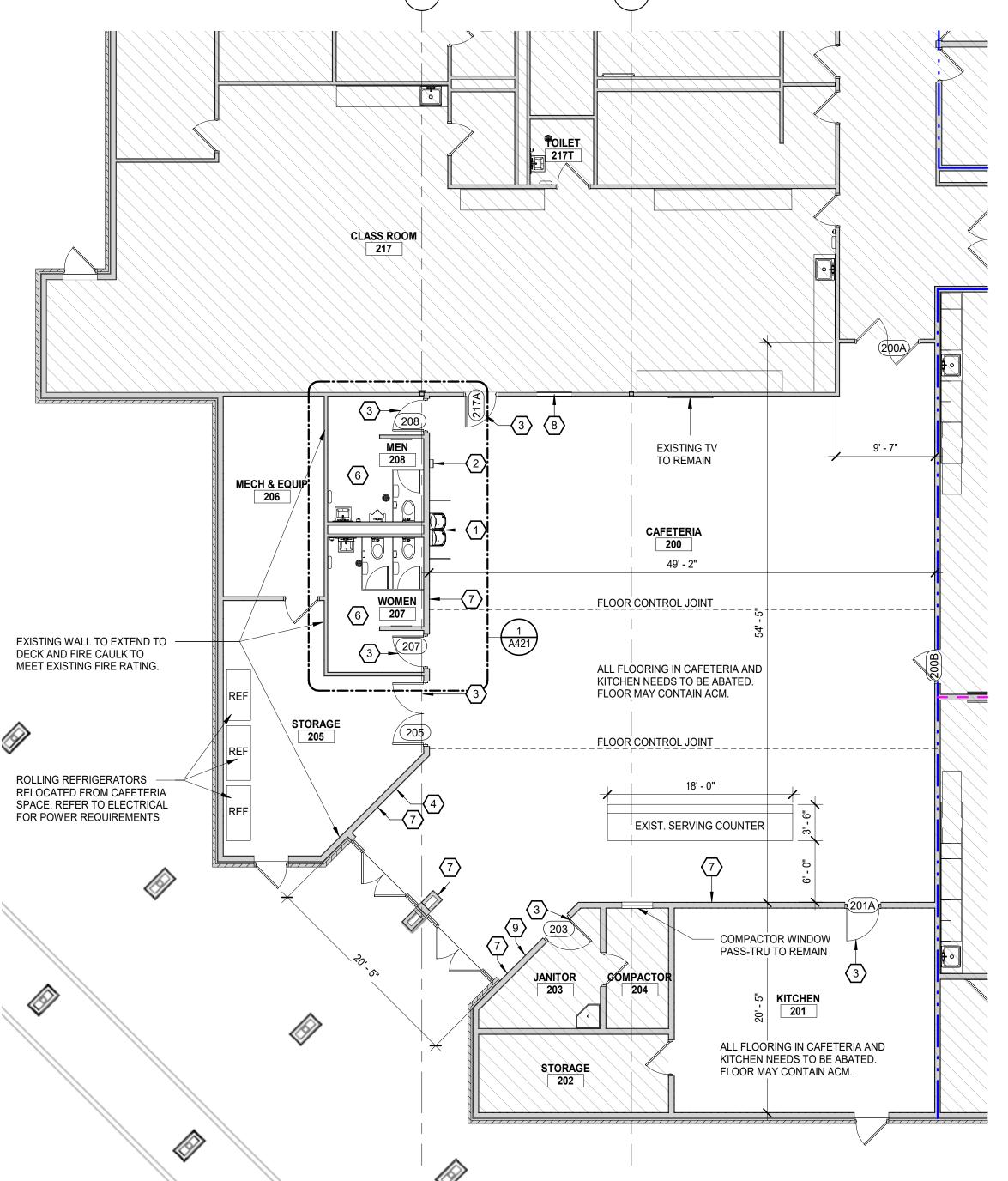
- A. REFER TO A002 FOR WALL TYPES, DETAILS, AND ADDITIONAL INFORMATION.
- B. REFER TO A120 SERIES DRAWINGS FOR REFLECTED CEILING PLANS AND DETAILS.
- C. REFER TO A140 SERIES DRAWINGS FOR FINISH PLANS, SCHEDULES, AND DETAILS.
- D. REFER TO A160 SERIES DRAWINGS FOR FURNITURE AND EQUIPMENT PLANS AND SCHEDULES.
- E. REFER TO A600 SERIES DRAWINGS FOR DOOR SCHEDULE, WINDOW SCHEDULE, DETAILS, AND BASIS OF DESIGN.
- F. ALL DOORS TO BE LOCATED 4" FROM DRYWALL ADJACENT WALL UNLESS OTHERWISE NOTED.
- G. ALIGN FACES OF MASONRY AND STUD WALLS INDICATED IN THE SAME PLANE ON PLANS, U.O.N.

# **LEGEND**

NOT IN SCOPE

EXISTING DOOR AND FRAME TO REMAIN

NEW DOOR AND FRAME



FIRST FLOOR PLAN

SCALE: 1/8" = 1'-0"



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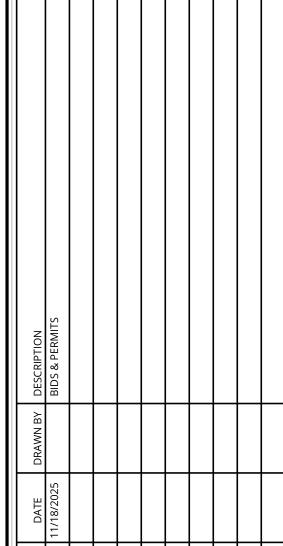
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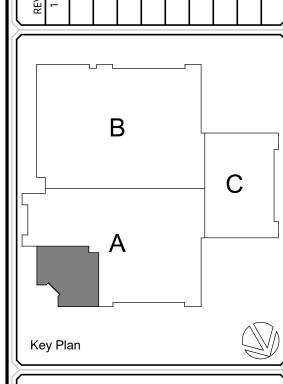


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1/18/2025 S KHUMALO AS SHOWN

FIRST FLOOR PLAN

A102

NOTE: DO NOT SCALE DRAWINGS FOR CONSTRUCTION.

# NOTE: SEE OTHER DISCIPLINE DRAWINGS (E.G. MECHANICAL, PLUMBING AND ELECTRICAL DRAWINGS) FOR ASSOCIATED SYSTEMS AND INFORMATION ABOUT SYMBOLS NOT INDICATED IN THIS LEGEND. 2' x 2' SUSPENDED CEILING TILE 2' x 4' SUSPENDED CEILING TILE GYPSUM BOARD CEILING/SOFFIT OPEN TO DECK

# KEYNOTES ①

FILES

213D

CLASSROOM

MECH & EQUIP 206

> STORAGE 205

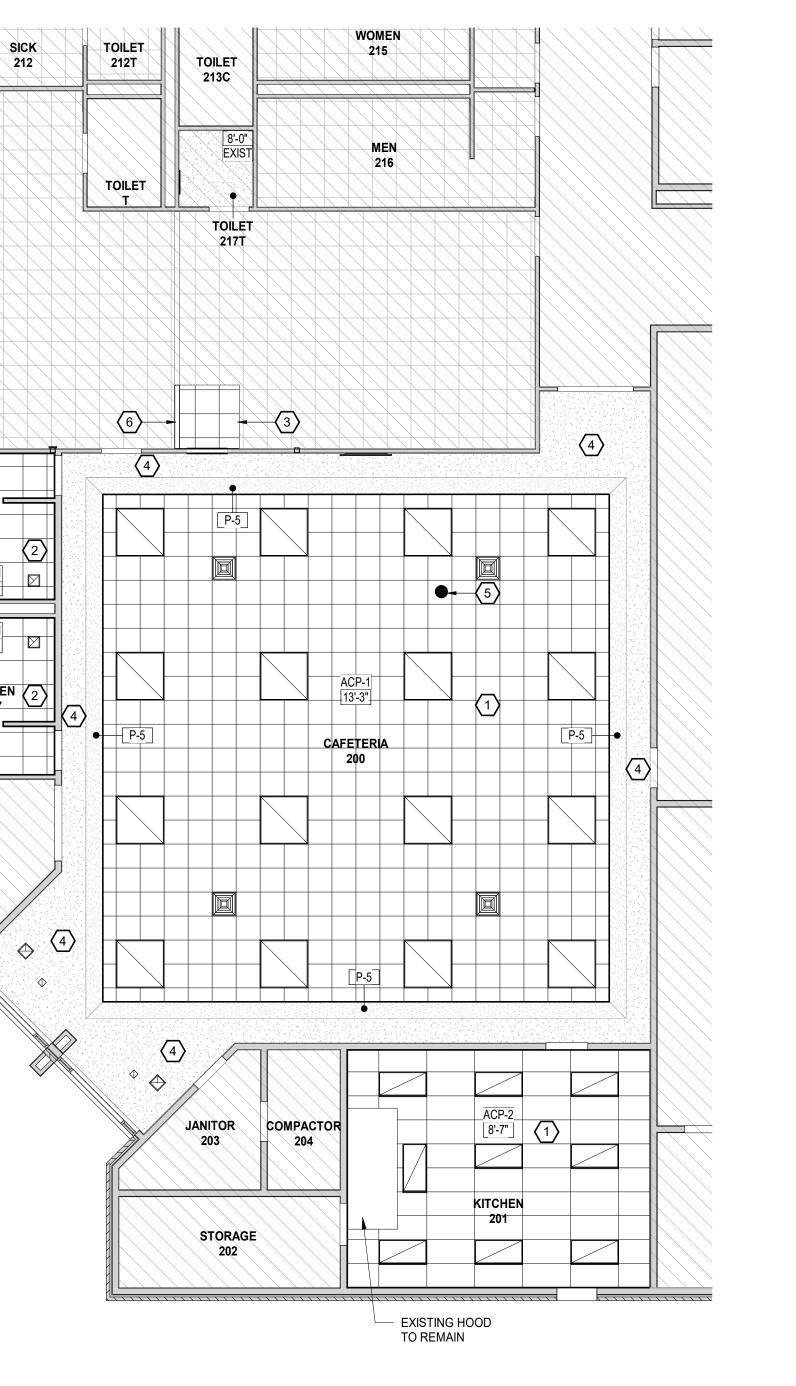
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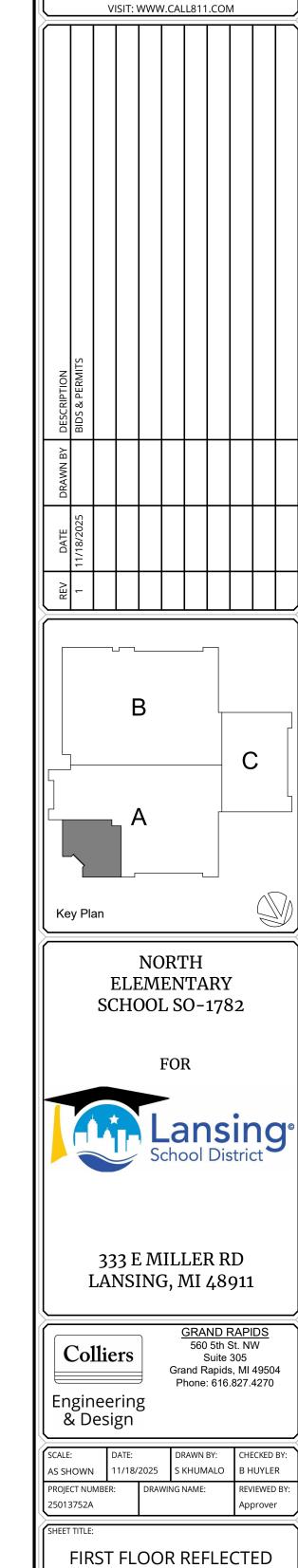
UNASSID 210

- NEW CEILING PADS IN EXSITING CEILING GRID. SEE INTERIOR FINISH SCHEDULE.
- 2 NEW CEILING SYSTEM SEE INTERIOR FINISH SCHEDULE.
- 3 PATCH EXSITING CEILING SYSTEM AND GRID TO MATCH EXISTING.
- 4 PATCH AND CLEAN ANY DAMAGES ON THE EXISTING SOFFIT. EXISTING SOFFIT TO BE PAINTED. SEE FINISH SCHEDULE.
- 5 EXISTING SPEAKER TO REMAIN, VERIFIY LOCATION WITH ONWER.
- 6 EXTEND BULKHEAD AS REQUIRED AFTER REMOVAL OF WALL.

# **GENERAL NOTES**

- A. REFER TO A002 FOR WALL TYPES, DETAILS, AND ADDITIONAL INFORMATION.
- B. REFER TO A120 SERIES DRAWINGS FOR REFLECTED CEILING PLANS AND DETAILS.
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CEILING PLAN & DETAILS

A121

			TOILET ACCESSORIES SCHEDULE		
TAG	MANUFACTURER	MODEL	DESCRIPTION	COMMENTS	QTY
1	TORK	565828	TORK 3-ROLL BATH TISSUE DISPENSER FOR OPTICORE, BLACK	PROVIDED BY OWNER, INSTALLED BY CONTRACTOR	3
2	BOBRICK	B-270	SURFACE MOUNTED SANITARY NAPKIN DISPOSAL		3
3	BUCKEYE	B063-51	SYMMETRY STEALTH PRESTIGE 1250ML SOAP DISPENSER (BLACK)	PROVIDED BY OWNER, INSTALLED BY CONTRACTOR	2
4	TORK	552528	TORK PEAKSERVE CONTINUOUS HAND TOWEL, BLACK	PROVIDED BY OWNER, INSTALLED BY CONTRACTOR	2
5	BOBRICK	B-290 2436	24x36 WELDED FRAME MIRROR	PROVIDED & INSTALLED BY G.C.	2
7	BOBRICK	B-290 2472	24 x 72 WELDED FRAME MIRROR	PROVIDED & INSTALLED BY G.C.	2

HEAD RAILS WITH ——

ENTIRE WET WALL TO RECEIVE FRP-1 FULL

HEIGHT. REFER TO

DETAIL 2/A501

PROVIDE PIPE

REQUIRED

INSULATION AS

EXIST. TILE FLOORING TO REMAIN. NEW EPOXY

OVER EXISTING TILE.

COATING TO BE INSTALLED

EXIST. TILE FLOORING TO

COATING TO BE INSTALLED

REMAIN. NEW EPOXY

OVER EXISTING TILE.

WALLS PAINTED PER

(208)

208M - EAST

SCALE: 1/4" = 1'-0"

3 207W - EAST SCALE: 1/4" = 1'-0"

FINISH SCHEDULE

**EPOXY COVE BASE** 

WALLS PAINTED PER

FINISH SCHEDULE

**HEAD RAILS WITH** 

FLOOR MOUNTED

1" SOLID PLASTIC

(HDPE) PARTITIONS

**EPOXY COVE BASE** 

TO RUN UP THE WALL

OVERHEAD BRACED

ANTIGRIP, TYP

TO RUN UP THE WALL

HEAD RAILS WITH

FLOOR MOUNTED

OVERHEAD BRACED 1" SOLID PLASTIC

(HDPE) PARTITIONS

EXIST. TILE FLOORING TO

OVER EXISTING TILE.

REMAIN. NEW EPOXY

OVER EXISTING TILE.

ANTIGRIP, TYP

ANTIGRIP, TYP

FLOOR MOUNTED

1" SOLID PLASTIC

EXIST. TILE FLOORING TO

COATING TO BE INSTALLED

REMAIN. NEW EPOXY

OVER EXISTING TILE.

EPOXY COVE BASE

PROVIDE PIPE — INSULATION AS

REQUIRED

TO RUN UP THE WALL

(HDPE) PARTITIONS

**EPOXY COVE BASE** 

TO RUN UP THE WALL

WALLS PAINTED PER

FINISH SCHEDULE

**EPOXY COVE BASE** 

TO RUN UP THE WALL

208M - SOUTH

SCALE: 1/4" = 1'-0"

4 207W - SOUTH SCALE: 1/4" = 1'-0"

\_<del></del>

OVERHEAD BRACED

WALLS PAINTED PER

FINISH SCHEDULE

PROVIDE PIPE - INSULATION AS

REQUIRED

WALLS PAINTED PER

EXIST. TILE FLOORING TO -REMAIN. NEW EPOXY

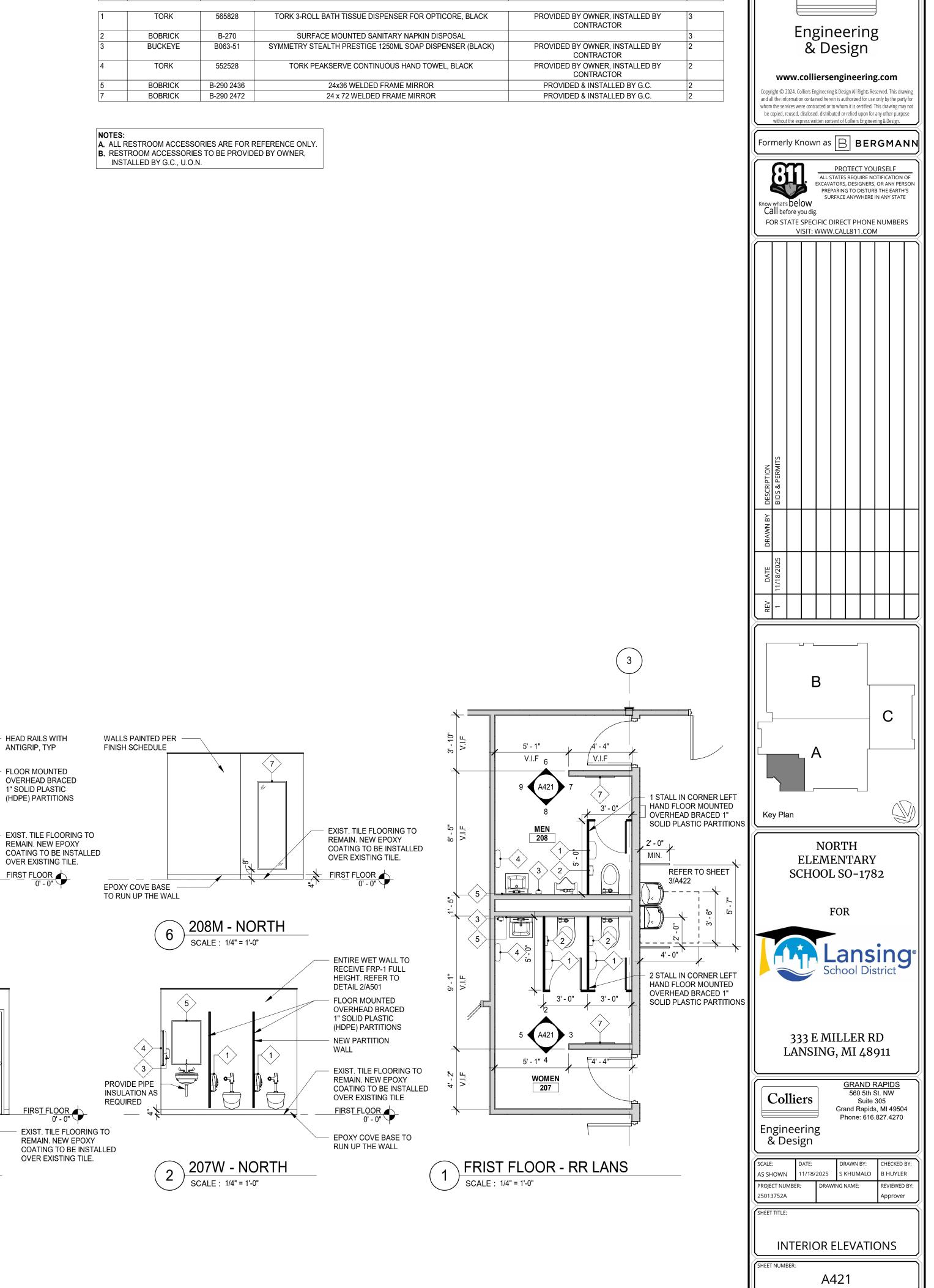
COATING TO BE INSTALLED

OVER EXISTING TILE.

**EPOXY COVE BASE** 

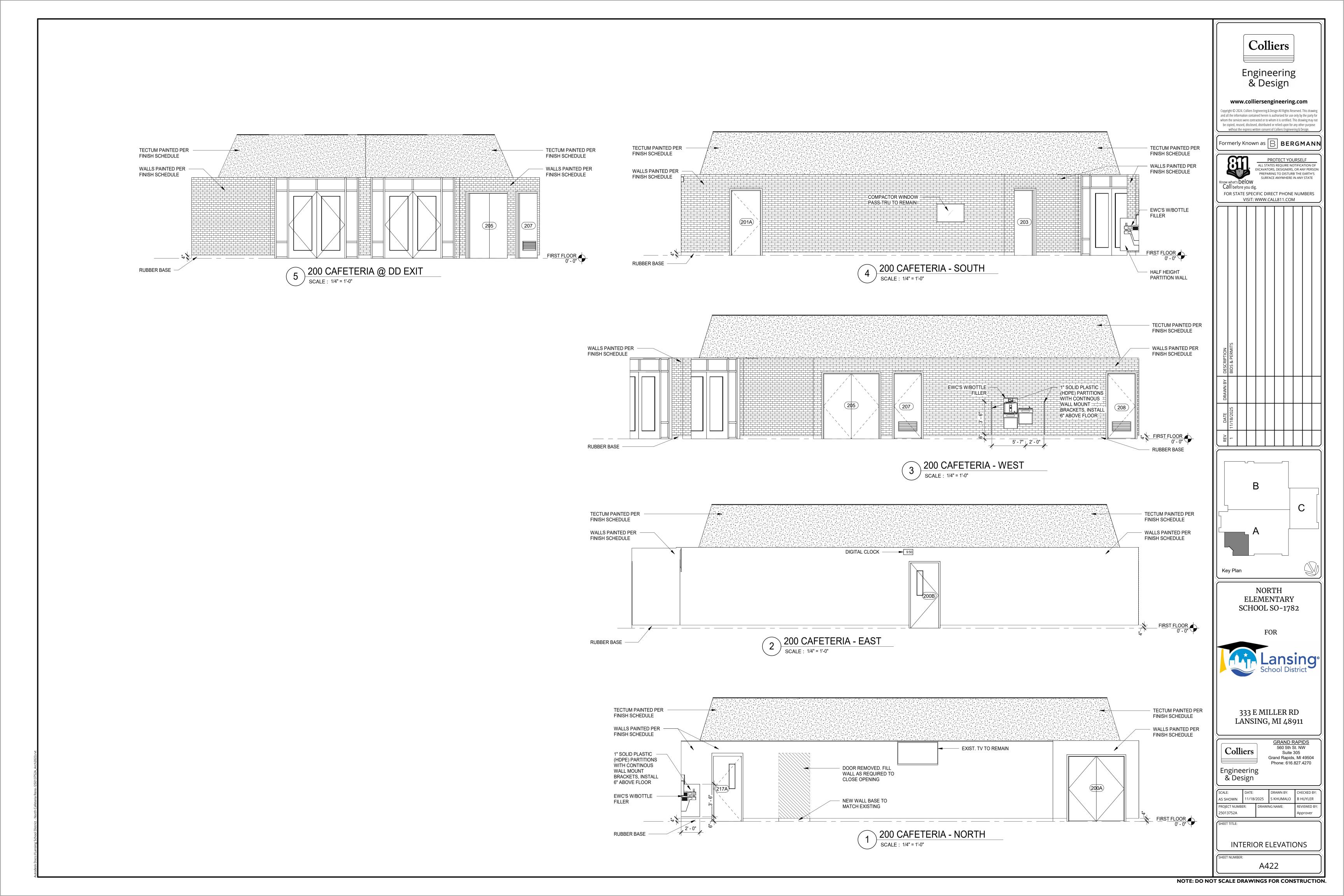
TO RUN UP THE WALL

FINISH SCHEDULE



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# BASIS OF DESIGN

# 09 51 13 ACOUSTIC CEILING PANEL

MANUFACTURER:

STYLE:

COLOR:

COLOR:

COLOR:

ARMSTRONG SCHOOL ZONE FINE FISSURED SQUARE LAY-IN

SIZE: 2' X 2' PANEL GRID: 15/16" PRELUDE - WHITE

ACP-2 MANUFACTURER: ARMSTRONG STYLE: KITCHEN ZONE SIZE: 2' X 4' PANEL GRID: **EXISTING** 

# 09 67 23 RESINOUS FLOORING

MANUFACTURER: SHERWIN WILLIAMS STYLE:

RESUFLOR DECO FLAKE BC TBD. BY CLIENT FROM MANUF STANDARD COLORS

EP-2

MANUFACTURER: SHERWIN WILLIAMS STYLE: POLY-CRETE SLB

TBD. BY CLIENT FROM MANUF STANDARD COLORS

# 09 65 13 RESILIENT BASE AND ACCESSORIES

FLEXCO MANUFACTURER: TYPE: **BASE 2000** SIZE: 4" COVE

# 09 91 23 INTERIOR PAINTING

024 STONE

P-1: FIELD - INTERIOR PAINT

MANUFACTURER: SHERWIN WILLIAMS COLOR: TBD. BY CLIENT FINISH: PER SUBSTRATE LOCATION: CAFETERIA

P-2: FIELD - INTERIOR PAINT MANUFACTURER: SHERWIN WILLIAMS COLOR: TBD. BY CLIENT FINISH: PER SUBSTRATE

LOCATION: KITCHEN P-3: FIELD - INTERIOR PAINT MANUFACTURER: SHERWIN WILLIAMS COLOR: TBD. BY CLIENT

FINISH: PER SUBSTRATE LOCATION: RESTROOM (MEN) P-4: FIELD - INTERIOR PAINT MANUFACTURER: SHERWIN WILLIAMS

COLOR: TBD. BY CLIENT FINISH: PER SUBSTRATE LOCATION: RESTROOM (WOMEN) P-5: FIELD - INTERIOR PAINT MANUFACTURER: SHERWIN WILLIAMS

COLOR: TBD. BY CLIENT FINISH: PER SUBSTRATE LOCATION: CAFETERIA TECTUM

P-6 HOLLOW METAL DOOR FRAME PAINT

MANUFACTURER: SHERWIN WILLIAMS TO MATCH EXISTING (USE DOOR 200A & B AS COLOR BENCH

FINISH: SEMI GLOSS

LOCATION: SEE DOOR SCHEDULE

# 06 82 00 GLASS FIBER REINFORCED PLASTIC

FRP-1: GLASS FIBER REINFORCED PLASTIC

MANUFACTURER: PANOLAM SERVICE SYSTEMS AS SELECTED FROM MANUFACTURER'S STANDARD RANGE COLOR:

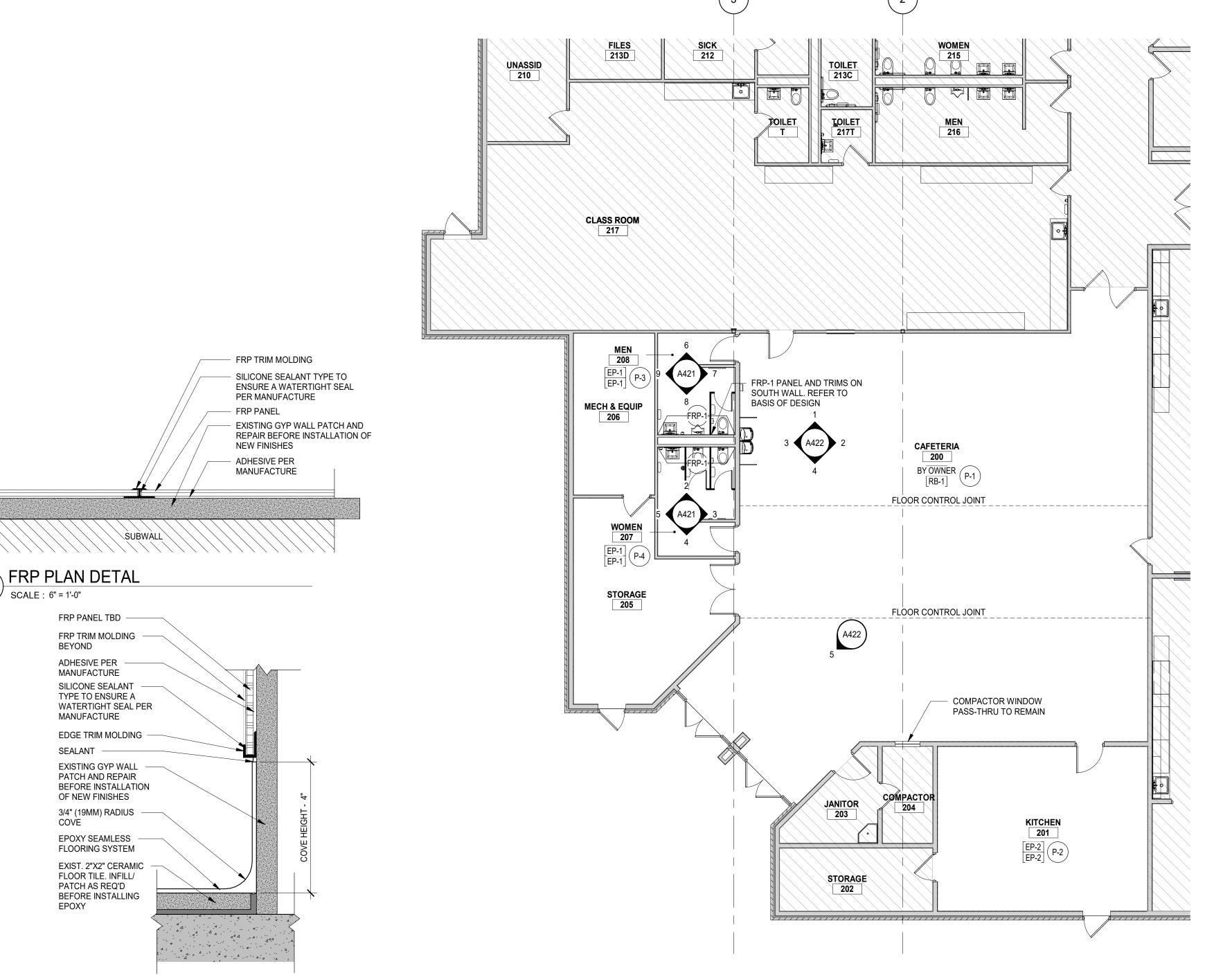
FINISH: MANUFACTURER'S STANDARD BUBBLE FINISH LOCATION: RESTROOMS

PROVIDE TRIMS AS REQUIRED FOR A COMPLETE NOTE: INSTALLATION

	ROOM FINISH SCHEDULE									
	RO	ROOM			WALL FINISH			CEILING		
Level	NUMBER	NAME	FLOOR	BASE	NORTH	SOUTH	EAST	WEST	FINISH	<b>REMARKS</b>
FIRST FLOOR										
FIRST FLOOR	200	CAFETERIA	BY OWNER	RB-1	P-1	P-1	P-1	P-1	ACP-1/EXIST	
FIRST FLOOR	201	KITCHEN	EP-2	EP-2	P-2	P-2	P-2	P-2	ACP-2	WASHABLE CEILING TILE
FIRST FLOOR	207	WOMEN	EP-1	EP-1	FRP-1	P-3	P-3	P-3	ACP-1	
FIRST FLOOR	208	MEN	EP-1	EP-1	P-4	FRP-1	P-4	P-4	ACP-1	

RESTROOM RFP WALL BASE DETAIL

SCALE: 6" = 1'-0"



FIRST FLOOR FINISH PLAN

SCALE: 1/8" = 1'-0"

# **GENERAL NOTES**

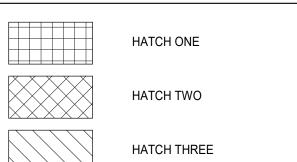
- A. COMPLY WITH MANUFACTURER'S RECOMMENDATIONS FOR PREPARING AND INSTALLING FINISHES.
- B. PROTECT ADJACENT WORK BY SUITABLY COVERING DURING WORK.
- C. REMOVE ADHESIVE OR PAINT SPOTS FROM FINISHED FLOORS, WALLS, GLASS OR OTHER SURFACES. FINISHES TO MEET OR EXCEED CODE REQUIREMENTS.
- D. INSTALL MATERIALS USING MANUFACTURER'S APPROVED ADHESIVES AND METHODS, U.O.N.
- E. FILL MINOR DRYWALL IRREGULARITIES WITH SPACKLING COMPOUND AND SAND TO A SMOOTH LEVEL SURFACE. EXERCISE CARE TO AVOID RAISING THE NAP OF PAPER
- F. DO NOT PERFORM PAINTING AND OTHER FINISHING WORK UNDER CONDITIONS UNSUITABLE FOR EXECUTION OF PAINTING WORK. AIR SHALL BE FREE FROM DUST AND DIRT TO PREVENT LODGING OF FOREIGN MATTER IN FRESH PAINT. FLOORS MUST BE BROOM CLEAN BEFORE PAINTING IS STARTED.
- G. PAINT DESIGNATIONS INDICATE COLOR ONLY, REFER TO SPECIFICATION FOR FINISH TYPE.
- H. EDGES OF PAINT ADJOINING OTHER COLORS OR MATERIALS TO BE SHARP AND CLEAN WITHOUT OVERLAP.

I. EXAMINE SURFACES TO RECEIVE PAINT CAREFULLY FOR DEFECTS. DO NOT PROCEED WITH WORK UNTIL DEFECTS ARE CORRECTED.

J. WHENEVER NECESSARY TO OBTAIN REQUIRED RESULTS, REFINISH

- AN ENTIRE WALL RATHER THAN SPOT FINISHING WHERE A PORTION OF THE FINISH HAS BEEN DAMAGED OR IS UNSATISFACTORY.
- K. PREPARE FLOOR SURFACES INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING: A. PREPARE/PROPERLY REPAIR AND PATCH SUBFLOORS TO A SMOOTH AND LEVEL FINISH.
- B. FLASH PATCH AS REQUIRED, READY TO RECEIVE NEW FINISH. L. PROVIDE SELF LEVELING TROWELABLE UNDERLAYMENT WHERE REQUIRED TO OBTAIN FINISH MANUFACTURER'S REQUIRED
- SUBFLOOR CONDITION. M. FOLLOW THE CARPET AND RUG INSTITUTE METHODS OF
- INSTALLATION.
- N. INSTALL TILE PER THE TILE COUNCIL OF NORTH AMERICA'S INSTALLATION SPECIFICATIONS.
- O. PROVIDE THE REQUIRED TRANSITIONS BASED ON TYPES IDENTIFIED ON DRAWINGS AT EACH FINISH TRANSITION LOCATION
- P. CENTER FLOOR MATERIAL TRANSITIONS ON DOOR ABOVE.
- Q. FINISHED FLOORS EXTEND INTO TOE SPACES, CLOSETS, DOOR REVEALS AND SIMILAR OPENINGS.
- R. REFER TO REFLECTED CEILING PLANS FOR CEILING FINISHES.

# FINISH HATCH LEGEND

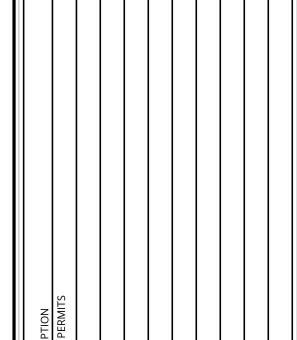


# FINISH SYMBOL LEGEND

TXX# FLOOR FINISH XX# WALL BASE FINISH XX# → FLOOR FINISH ONLY ACCENT WALL FINISH - TO EXTENTS WALL FINISH ABOVE WAINSCOT WAINSCOT FINISH ⟨ X# ⟩

✓ WINDOW TREATMENT

X# SIGNAGE TAG



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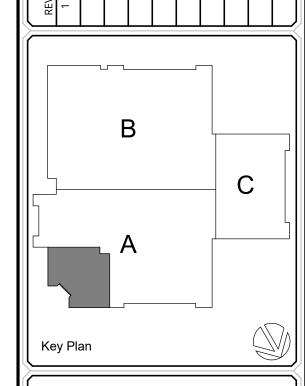
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> FIRST FLOOR FINISH SCHEDULE

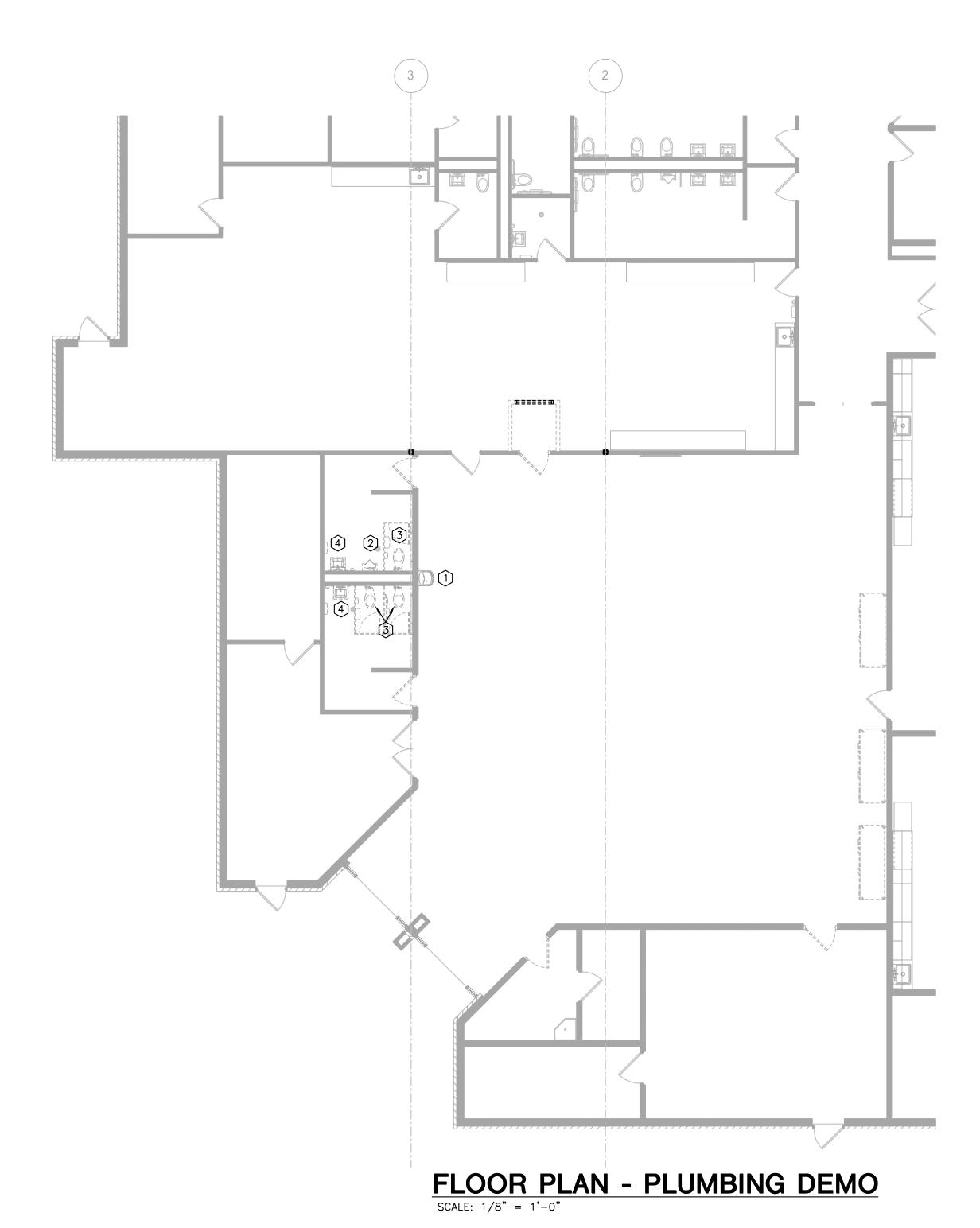
> > A501

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# PLUMBING DEMOLITION NOTES

- (1) REMOVE AND DISPOSE OF EXISTING ELECTRIC WATER COOLER. EXISTING COLD WATER SUPPLY AND DRAIN TO BE REUSED FOR INSTALLATION OF NEW BI-LEVEL WATER COOLER.
- (2) REMOVE AND DISPOSE OF EXISTING URINAL, CARRIER, AND FLUSH VALVE. EXISTING COLD WATER SUPPLY AND DRAIN TO BE REUSED FOR INSTALLATION OF
- (3) REMOVE AND DISPOSE OF EXISTING WALL-HUNG WATER CLOSET, CARRIER, AND FLUSH VALVE. EXISTING COLD WATER SUPPLY AND DRAIN TO BE REUSED FOR INSTALLATION OF NEW WATER CLOSET.
- (4) REMOVE AND DISPOSE OF EXISTING WALL-HUNG LAVATORY, CARRIER, AND FAUCET. EXISTING HOT & COLD WATER SUPPLY AND DRAIN TO BE REUSED FOR INSTALLATION OF NEW LAVATORY.

NOTE: P.C. SHALL FIELD INSPECT EXISTING FIXTURE CARRIERS AFTER REMOVAL OF FIXTURES AND MAKE ADJUSTMENTS AS NECESSARY TO ALLOW FOR PROPER INSTALLATION OF NEW FIXTURES.



# PLUMBING FIXTURE LIST

WC-1 WALL HUNG, VITREOUS CHINA, SIPHON JET, ELONGATED BOWL, BOLT CAPS, 16 1/8" RIM HEIGHT, 1 1/2" TOP SPUD. KOHLER MODEL K-4325. PROVIDE WITH MANUAL FLUSH VALVE, SLOAN REGAL 111 XL CV 1.6 GPF, AND WHITE SOLID PLASTIC OPEN FRONT SEAT, LESS COVER, BEMIS 1955CT. PROVIDE WITH JAY R SMITH ADJUSTABLE FIXTURE SUPPORT.

U-1 WALL MOUNTED, VITREOUS CHINA, SIPHON JET, WITH 3/4" TOP SPUD AND 2" OUTLET. KOHLER 4991-ET-0 BARDON. PROVIDE WITH MANUAL FLUSH VALVE, SLOAN REGAL 186, 1.0 GPF. AND CONCEALED WALL SUPPORT CARRIER. MOUNTING HEIGHT TO BE 15" MAXIMUM TO RIM OF FIXTURE.

L-1 WALL MOUNTED, VITREOUS CHINA, 20"X18", FRONT OVERFLOW, 4" BACK AND 4" CENTERS. KOHLER KINGSTON K-2005, WHITE FINISH. PROVIDE WITH HANDS FREE, HARD-WIRED SENSOR FAUCET, ZURN Z6913-XL-CWB, 0.5 GPM AERATOR. INCLUDE HARDWIRED POWER CONVERTER AND MINI JUNCTION BOX WITH FAUCET. 3/8" LOOSE KEY OPERATED ANGLE STOPS AND CHECK VALVES, PERFORATED DRAIN STRAINER, TRAP ASSEMBLY AND PROTECTIVE PIPE COVERS. CARRIER TO HAVE CONCEALED ARMS, LEVELING AND SECURING SCREWS. PROVIDE A TEMPERING VALVE AT ALL ACCESSIBLE HANDWASHING FIXTURES THAT CONFORMS TO ASSE 1070.

EWC-1 WALL MOUNTED, BARRIER FREE, FILTERED COOLER MODULE WITH BOTTLE FILLING STATION. HANDICAPPED FOUNTAIN SHALL BE MOUNTED TO PROVIDE AMPLE LEG ROOM AND EASY ACCESS FROM THE SITTING POSITION. HOUSING SHALL BE GRANITE VINYL FINISH WITH TYPE 304 STAINLESS STEEL TOP, MOTOR OVERLOAD PROTECTION, ANSI A 117.1-1992, U.L. LISTED AND ARI RATED. COOL 7.8 GPH TO 50 DEGREE F. WATER AT 90 DEGREE F. AMBIENT AND 80 DEGREE F. INLET WATER TEMPERATURE. ELKAY MODEL LZSTL8WSLK.



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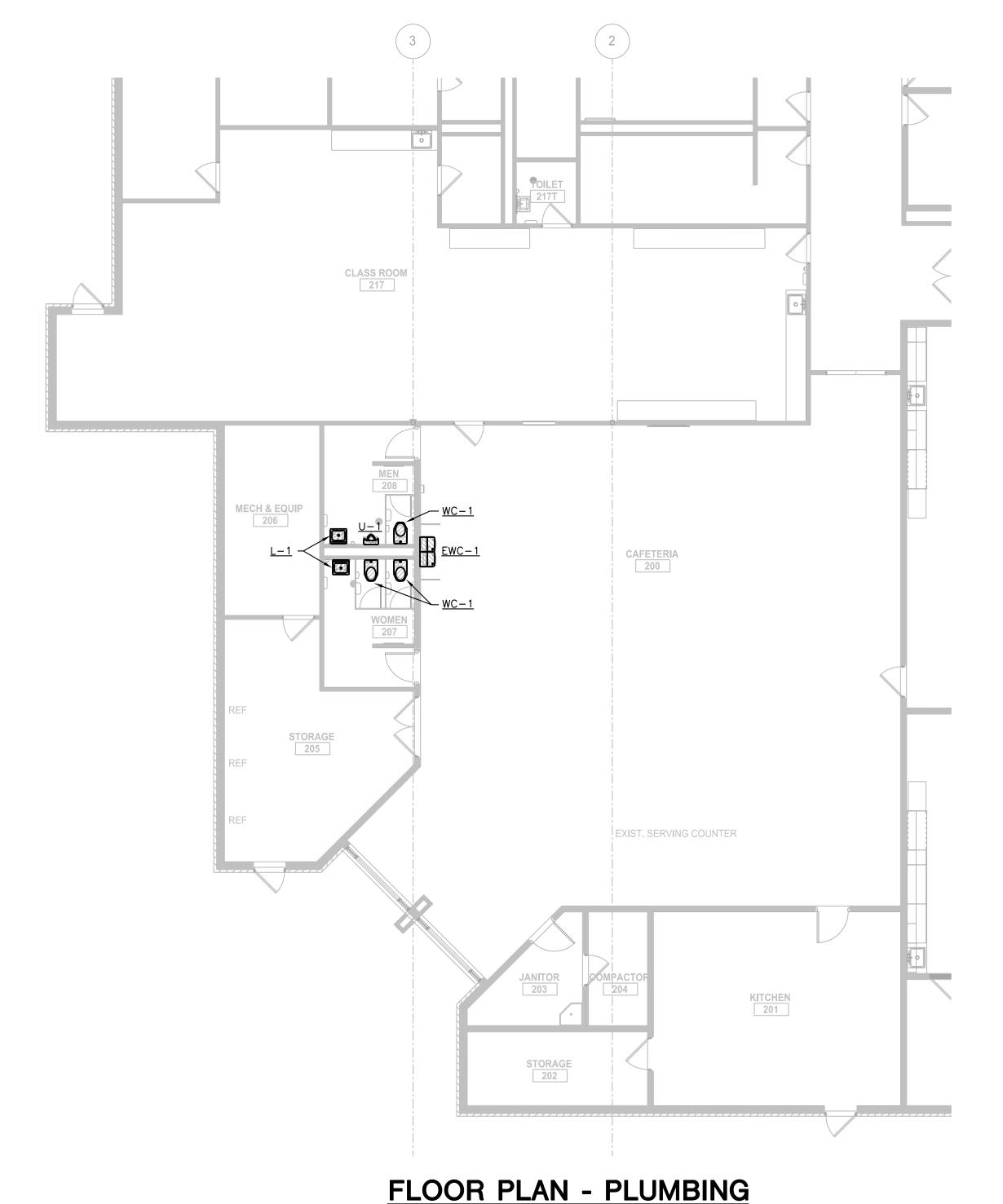
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FLOOR PLAN -

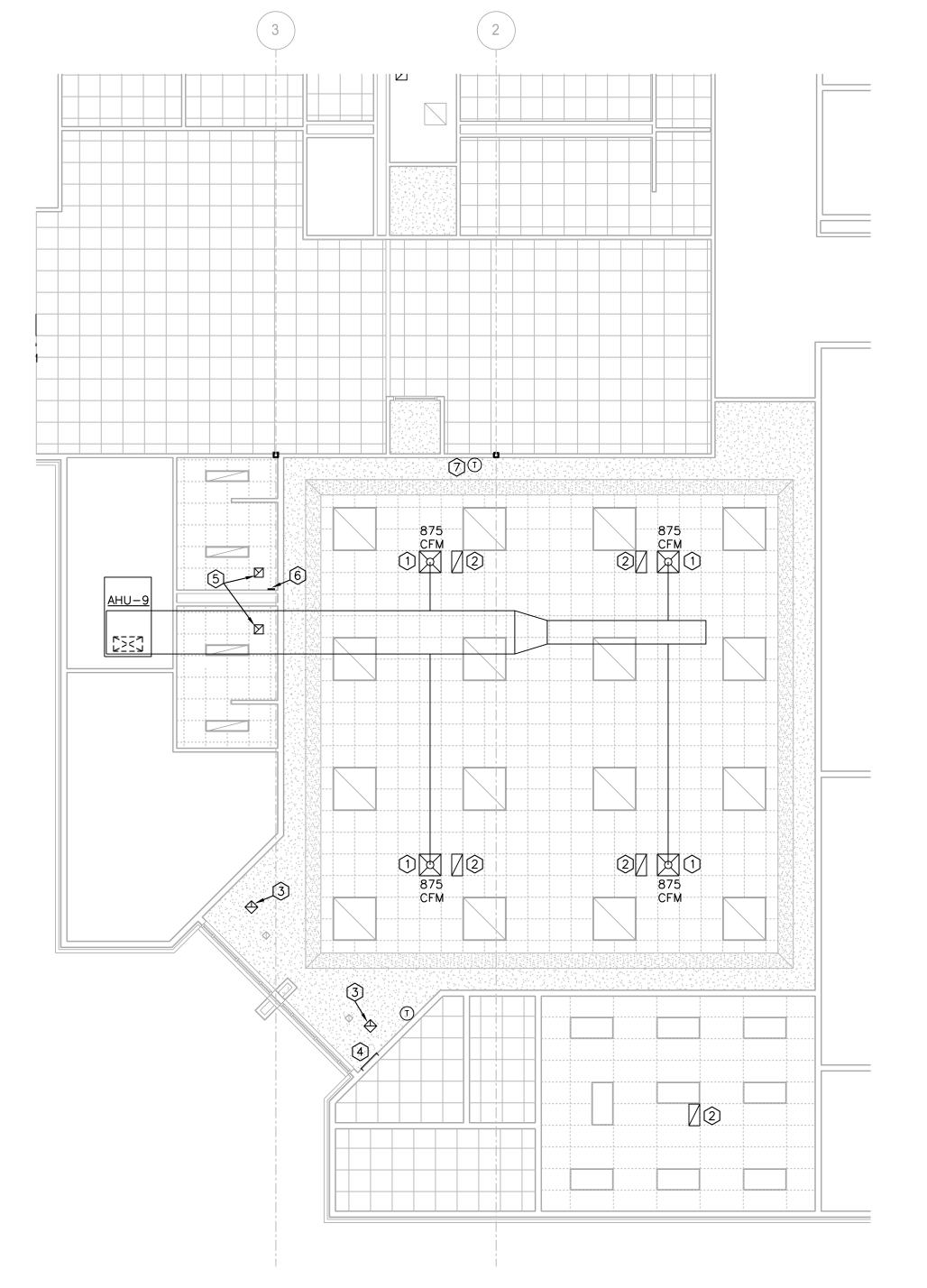
LAWRENCE J WOOD



SCALE: 1/8" = 1'-0"

# MECHANICAL DEMOLITION NOTES

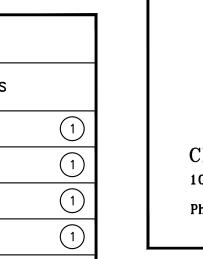
- REMOVE AND DISPOSE OF EXISTING 24"x24" LAY-IN SUPPLY DIFFUSER AND BRANCH FLEX DUCT. FURNISH AND INSTALL NEW D-1. REFER TO SCHEDULE AND NEW FLOOR PLAN.
- $\widehat{\text{(2)}}$  REMOVE EXISTING PERFORATED RETURN GRILLE. FURNISH AND INSTALL NEW G-1. REFER TO SCHEDULE AND NEW FLOOR PLAN.
- $\stackrel{\textstyle \bigcirc}{3}$  REMOVE AND DISPOSE OF EXISTING 12"x12" SURFACE MOUNT SUPPLY DIFFUSER. FURNISH AND INSTALL NEW D-2 IN EXISTING LOCATION.
- (4) REMOVE AND DISPOSE OF EXISTING LOW WALL RETURN GRILLE. FURNISH AND INSTALL NEW G-2 IN EXISTING LOCATION. GRILLE IS APPROXIMATELY 24"x16". M.C. TO FIELD VERIFY EXACT SIZE AND FURNISH EQUIVALENT SIZE.
- $\stackrel{f (5)}{}$  REMOVE AND DISPOSE OF EXISTING CEILING MOUNTED EXHAUST GRILLE. FURNISH AND INSTALL NEW 12"x12" G-3 IN NEW CEILING GRID.
- 6 REMOVE AND DISPOSE OF EXISTING WALL MOUNTED EXHAUST GRILLE. FURNISH AND INSTALL NEW 8"x8" G-3 IN WALL IN EXISTING LOCATION.
- 7 REMOVE EXISTING SPACE SENSOR AND RELOCATE WHERE SHOWN ON NEW FLOOR

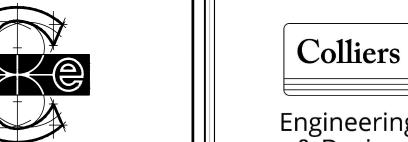


FLOOR PLAN - MECHANICAL DEMO

SCALE: 1/8" = 1'-0"

	DIFFUSER, RE	GISTER A	AND GRIL	LE SCHE	DULE
MARK	SERVICE	MODEL	VOLUME DAMPER	FINISH	REMARKS
D-1	CEILING SUPPLY DIFFUSER	SMD-24x24		OFF-WHITE	1
D-2	CEILING SUPPLY DIFFUSER	SMD-12x12		OFF-WHITE	1
G-1	CEILING PERFORATED RETURN	PDDR-12x24		OFF-WHITE	1
G-2	LOUVERED RETURN GRILLE	530		OFF-WHITE	1
G-3	EGGCRATE RETURN GRILLE	82-1"x1"x1"		OFF-WHITE	1



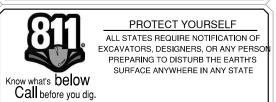


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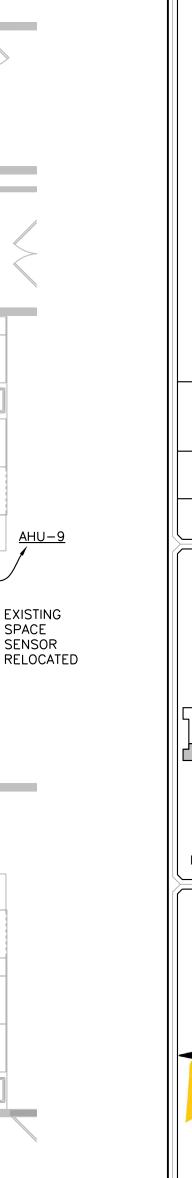
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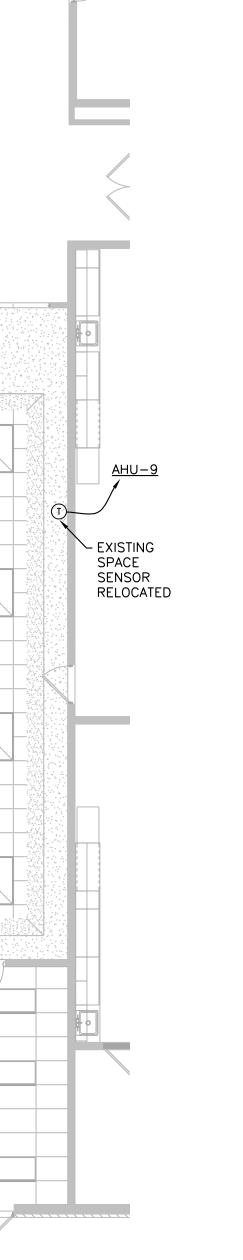
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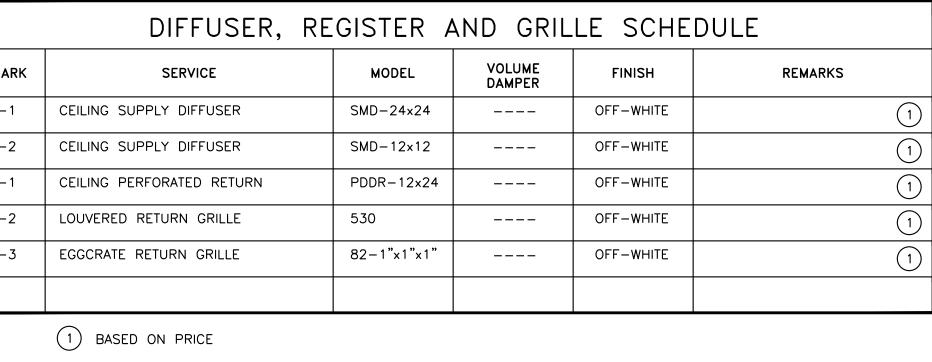
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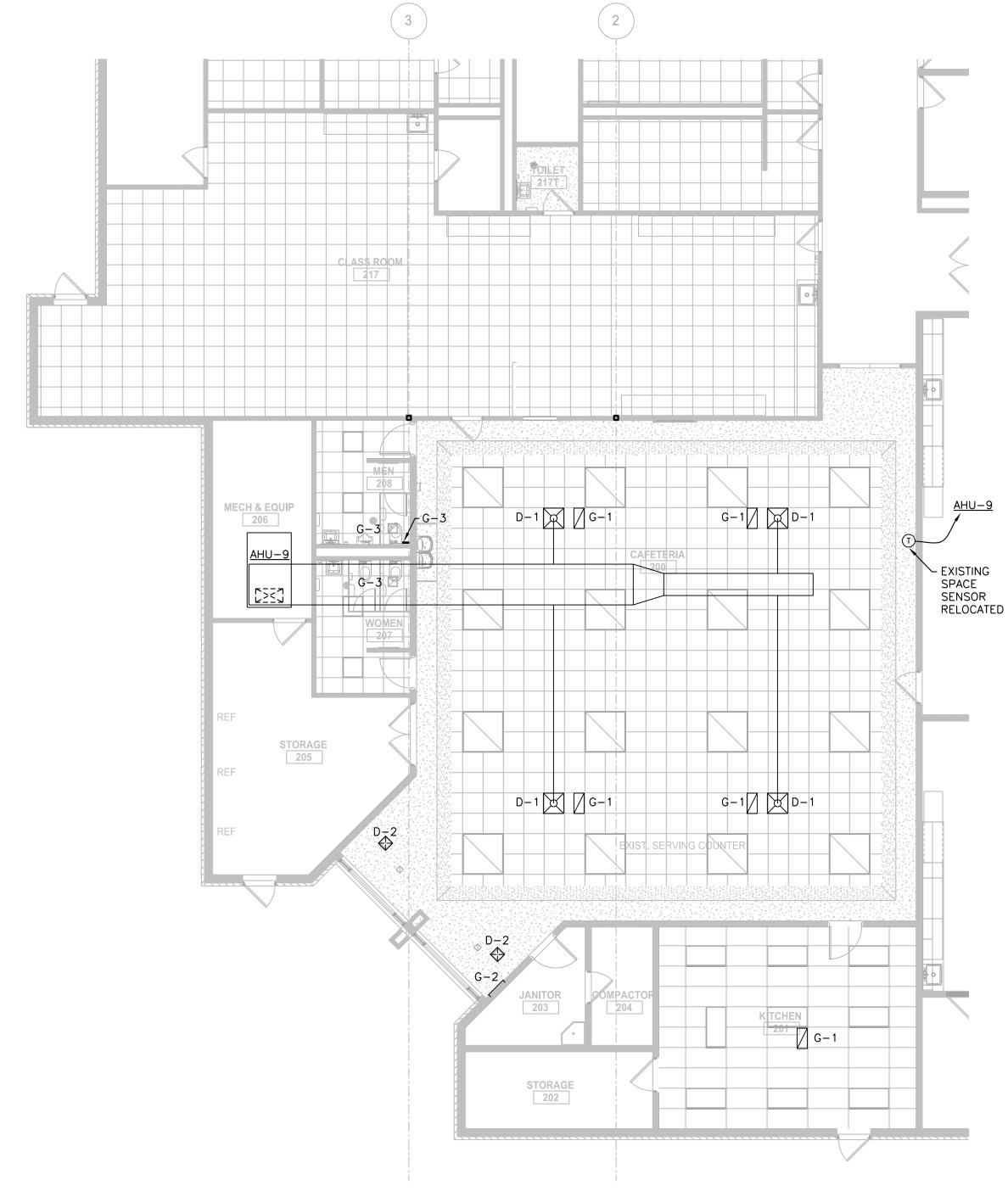
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NOTE: DO NOT SCALE DRAWINGS FOR CONSTRUCTION.

FLOOR PLAN -MECHANICAL

M101





FLOOR PLAN - MECHANICAL

SCALE: 1/8" = 1'-0"

	ELECTRICAL SYMBOL LEGEND	
SYMBOL	DESCRIPTION	MTG. HT. TO
S S <sub>3</sub>	SINGLE POLE OR 3-WAY SWITCH- SPECIFICATION GRADE	46"
S <sub>4</sub>	FOUR WAY SWITCH-SPEC. GRADE	46"
s <sub>K</sub>	KEY OPERATED SWITCH-SPEC. GRADE	46"
SD	DIMMER SWITCH	46"
SIR	IR SWITCH	46"
SIRD	IR SWITCH DIMMABLE	46"
Sp	SWITCH WITH PILOT LIGHT	46"
SM	MANUAL MOTOR STARTER SWITCH	46"
OS	OCCUPANCY SENSOR	<del></del>
PC	PHOTO CELL	
cs	CONTROL STATION	46"
DS	DAYLIGHT SENSOR	
<b>Ф</b> c	SPLIT WIRED RECEPTACLE C - DENOTES CONTROLLED VIA RELAY OR OCC SENSOR	18"
<b>₼</b> WR	WATER RESISTANT GROUND FAULT CIRCUIT INTERRUPTER WITH WEATHERPROOF WHILE IN USE COVER	18"
Φ Φ	DUPLEX OUTLET-SPEC. GRADE CIRCLE AROUND SYMBOL= CEILING MOUNTED	18"
# ⊕	(2) DUPLEX OUTLET-SPEC. GRADE CIRCLE AROUND SYMBOL= CEILING MOUNTED	18"
ф	SPECIAL SINGLE RECEPTACLE	18"
•	SPECIAL OUTLET-CHARACTERISTICS AS NOTED ON PLANS	AS NOTED
▽ 🛇	DATA OUTLET-4" SQ. BOX W/ 1 GANG RAISED COVER. 1-1/4"C. UP WALL TO CLG. SPACE	18"
	CIRCLE AROUND SYMBOL= CEILING MOUNTED  TV OUTLET-4" SQ. BOX W/ 1 GANG RAISED COVER.	-
<b>⊉ ⊕</b>	1-1/4"C. UP WALL TO CLG. SPACE CIRCLE AROUND SYMBOL= CEILING MOUNTED	18"
▼	TELEPHONE OUTLET-4" SQ. BOX W/ 1 GANG RAISED COVER. 1-1/4"C. UP WALL TO CLG. SPACE	18"
▼	TELEPHONE/DATA OUTLET-4" SQ. BOX W/ 1 GANG RAISED COVER. 1-1/4"C. UP WALL TO CLG. SPACE	18"
⊲wn	WIRELESS ROUTER	
₩∇	FLOOR BOX 2 RECEPT, 2 DATA THOMAS & BETTS-# 665-SC 1-1/4"C TO FLOORBOX FOR DATA	
₩\	FLOOR BOX 1 RECEPT, 1 DATA - THOMAS & BETTS-# 664-SC 1-1/4"C TO FLOORBOX FOR DATA	
TV	JUNCTION BOX - HUBBELL NSAV62M WITH RECEPTACLE KIT	AS NOTED
<u>_</u>	HUBBELL NSOKP. PROVIDE CONNECTOR PLATE FOR A/V  JUNCTION BOX -4" SQ. BOX W/ 2 GANG RAISED COVER.  1"C. LIP WALL TO CLG. SPACE UNITED SO OTHERWISE NOTED.	AS NOTED
P	1"C. UP WALL TO CLG. SPACE UNLESS OTHERWISE NOTED POWER POLE - SEE DRAWING FOR POWER -	
M	POWER/DATA SPECIFICATIONS  ELECTRIC UTILITY METER	
F	FUSED DISCONNECT SWITCH-	46"
	FDS-HEAVY DUTY NON-FUSED DISCONNECT SWITCH-	-
	NFDS-HEAVY DUTY SW. AND PLUGFUSE HOLDER- BUSSMANN	46"
	"SSU" & FUSESTAT FUSE	AT EQUIP.
	MAGNETIC MOTOR STARTER-MS	46"
ĒX	COMBINATION MAG. STARTER/ FUSED DISC. SWITCH - CS/FDS  COMBINATION MAG. STARTER/NON-FUSED DISC.	46"
	SWITCH - CS/NFDS	46"
VFD	VARIABLE FREQUENCY DRIVE	
•	SINGLE PHASE ELECTRIC MOTOR	
•	THREE PHASE ELECTRIC MOTOR	
777	SURFACE OR FLUSH MTD. BRANCH CIRCUIT PANELBOARD	72" TO TOP
T	TRANSFORMER	
PB	PUSH BUTTON	46"
Ţ	THERMOSTAT. E.C TO ROUGH-IN SINGLE GANG BOX AND 1/2"C. TO ACCESSIBLE CEILING SPACE.	46"
Н	HUMIDISTAT. E.C TO ROUGH-IN SINGLE GANG BOX AND 1/2"C. TO ACCESSIBLE CEILING SPACE.	46"
$\otimes$	RECESSED DOWNLIGHT LUMINAIRE	
$\otimes\rangle$	RECESSED WALLWASH LUMINAIRE	
$\bigcirc$	SURFACE LUMINAIRE	
$\tilde{\Box}$	PENDANT LUMINAIRE	
	WALL MOUNTED LUMINAIRE	
•¤	SITE LIGHTING LUMINAIRE	
<ul><li>♠</li></ul>	NIGHT LIGHT	
	STRIP LUMINAIRE	
	LED ACCENT/UNDER CABINET LUMINAIRE	
	RECESSED LUMINAIRE 2'x4' OR 2'x2'	
<u> </u>	SURFACE LUMINAIRE 2'x4' OR 2'x2'	
<del></del>	TRACK LIGHTING LUMINAIRE	
	PARTIALLY SHADED LUMINAIRE OR WITH "E" SUFFIX ARE EMERGENCY	
₩ Ø Ø	EXIT SIGN - WALL MOUNTED OR CEILING MOUNTED ARROWS INDICATE PATH OF EGRESS	
-4	REMOTE EMERGENCY HEAD	
₩	BATTERY EMERGENCY LUMINAIRE	
YMBOL NOTES:		

ELECTRICAL SYMBOL LEGEND

**ELECTRICAL SPECIFICATIONS** 

26-0500 GENERAL PROVISIONS

1. FURNISH AND INSTALL FIRST-CLASS WORKING SYSTEMS, TESTED AND READY FOR OPERATION, COMPLETE WITH LABOR AND MATERIALS (U.L. APPROVED COMMERCIAL GRADE). CONFORM TO DRAWINGS, SPECIFICATIONS AND OTHER CONTRACT DOCUMENTS. USE PROPER NEMA RATED EQUIPMENT (i.e. "3R" WEATHERPROOF, "1" GENERAL DUTY, ETC.)

COORDINATE WITH THE DRAWINGS AND SPECIFICATIONS OF THE OTHER TRADES AND WITH THE OWNER.

3. FIELD VERIFICATION OF ALL DIMENSIONS ARE REQUIRED, EXACT LOCATIONS, DISTANCES, AND LEVELS WILL BE GOVERNED BY ACTUAL FIELD CONDITIONS.

4. COMPLY WITH THE NATIONAL ELECTRICAL CODE, PLUS LOCAL OR STATE CODES, LAWS, ORDINANCES, RULES AND REGULATIONS APPLICABLE TO THE PARTICULAR CLASS OF WORK;

ANY FEES IN CONNECTION THEREWITH ARE TO BE PAID BY ELECTRICAL CONTRACTOR.

5. WORK SHALL BE GUARANTEED FOR A PERIOD OF ONE YEAR FROM DATE OF FINAL ACCEPTANCE.

<u>TESTING</u>

1. WORK REQUIRED UNDER THIS HEADING SHALL BE BY THE ELECTRICAL CONTRACTOR (OR AS NOTED) AND INCLUDES ALL SUPERVISION, LABOR, MATERIALS, INSTRUMENTATION AND EQUIPMENT NECESSARY TO EFFECTIVELY TEST, MEASURE AND VERIFY THE PERFORMANCE OF THE ELECTRICAL EQUIPMENT SYSTEMS.

26-0 529, 26-0533, 260534 RACEWAY, BOXES, AND FITTINGS

1. ALL WIRING SHALL BE RUN IN CONCEALED EMT (THINWALL) CONDUIT IN THE FINISHED AREAS OF THE BUILDING. CONDUIT MAY BE EXPOSED IN EQUIPMENT ROOMS OR OVERHEAD IN ROOMS WITHOUT CEILINGS. CONDUITS EXPOSED TO WEATHER TO BE RGC (RIGID GALVANIZED CONDUIT).MC CABLE ALLOWED IN AREAS ALLOWED PER NATIONAL ELECTRICAL CODE AND NOT SUBJECT TO DAMAGE.

2. HORIZONTAL AND VERTICAL CONDUIT RUNS MAY BE SUPPORTED BY ONE-HOLE MALLEABLE STRAPS, CLAMP-BACKS OR OTHER APPROVED DEVICES.

3. CONDUITS SHALL NOT BE RUN IN NOR SUPPORTED FROM DUCTWORK.

26-0219 CONDUCTORS

ALL CONDUCTORS SHALL BE NEW. ALL CONDUCTORS FOR POWER AND LIGHTING SYSTEMS WIRING SHALL BE 98% CONDUCTIVITY COPPER TYPE THHN OR THW. ALUMINUM IS TO BE IS PERMITED FOR SERVICE ENTRANCE AND PANEL FEEDS. BRANCH CIRCUIT WIRING SHALL BE COPPER OR ALUMINUM.

ROMEX SHALL BE PERMITTED IN LCOATIONS ALLOWED PER NEC 2023.

26-2736 WIRING DEVICES

1. CONVENIENCE OUTLETS SHALL BE SPECIFICATION GRADE, RATED AT 20 AMPERE, GROUNDING TYPE, 125 VOLT, AND BEAR U.L. LABEL OF APPROVAL. STAINLESS STEEL. REFER TO DRAWINGS FOR AIC AND GFCI RATED DEVICES.

2. COVER PLATES. MANUFACTURERS: PASS AND SEYMOUR CATALOG 5251-1, OR EQUAL BY HUBBLE, AND LEVITON. COLOR TO BE CHOSEN BY OWNER.

3. ALL SWITCHES FOR LIGHTING SHALL BE SPECIFICATION GRADE RATED AT 20 AMPERE, 120/277 VOLTS. PASS AND SEYMOUR CATALOG 20AC-1 OR EQUAL BY HUBBLE, AND LEVITON. COLOR TO BE CHOSEN BY OWNER.

16350 GROUNDING

1. INSTALL COMPLETE GROUNDING SYSTEM IN ACCORDANCE WITH NATIONAL ELECTRICAL

2. INSTALL BONDING WIRE IN NONMETALLIC AND FLEXIBLE CONDUIT CONNECTED AT SOURCE END TO PANELBOARD EQUIPMENT GROUND BAR AND AT LOAD END TO ENCLOSURE.

3. EXTEND COMPLETE BUILDING GROUNDING SYSTEM IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE. INCLUDE INSULATED GROUND FOR ALL EXTERIOR AS WELL AS TOILET 26-5113 LIGHTING

1. THE ELECTRICAL CONTRACTOR SHALL INSTALL ALL OWNER PROVIDED LIGHT FIXTURES WITH LAMPS, AS SHOWN ON THE DRAWINGS AND AS LISTED IN THE FIXTURE LEGEND. THE ELECTRICAL CONTRACTOR IS RESPONSIBLE FOR INSTALLING ADEQUATE SUPPORTING FACILITIES FOR THE LIGHTING SYSTEM.

2. WHERE RECESSED FIXTURES ARE INSTALLED IN CEILINGS FINISHED IN ACOUSTICAL TILE PATTERNS OR LAYOUTS, THE ELECTRICAL CONTRACTOR SHALL WORK IN COOPERATION WITH THE CEILING SUPPLIERS IN LOCATING AND FRAMING FIXTURES.

3. WHERE LIGHTING FIXTURES ARE INSTALLED IN OTHER CEILINGS, VERIFY ANY ADDITIONAL REQUIREMENTS FOR THE INSTALLATION OF THE FIXTURES (i.e. FIRE RATING, PLASTER TRIM,

4. EXIT LIGHT FIXTURES SHALL BE SUITABLE FOR WALL, CEILING FOR PENDANT MOUNTING AS INDICATED, WITH STENCIL FACES AND ONE-EIGHTH INCH THICK RED (OR GREEN PER ARCHITECT OR OWNER) ACRYLIC PANELS, WITH LED LAMPS AND BATTERY PACKS SHOWN IN THE LIGHTING FIXTURE LEGEND.

5. LAMPS TO BE AS SHOWN IN THE LIGHTING FIXTURE LEGEND.

EMERGENCY LIGHTING REQUIREMENTS SHALL BE INSTALLED TO SATISFY THE RESPECTIVE CODES, INCLUDING INTERNATIONAL BUILDING CODE (i.e. 1FC AVERAGE, .6 FC MINIMUM AND 40:1 RATIO OF MAX TO MIN). PHOTOMETRICS, NOT PROVIDED ON THE BID DOCUMENTS SHALL BE THE RESPONSIBILITY OF THE ELECTRICAL CONTRACTOR AND SHALL BE INCLUDED IN THE FINAL BID PROPOSAL - BY EC, SUPPLIER OR ENGINEER

26-0528 SYSTEMS

1. WORK REQUIRED UNDER THIS HEADING INCLUDES THE COMPLETE INSTALLATION, SETUP, AND TESTING OF ALL SYSTEMS, WHICH ARE A PERMANENT PART OF THE BUILDING. THESE SYSTEMS SHALL INCLUDE, BUT ARE NOT LIMITED TO THE TELEPHONE, DATA AND FIRE ALARM SYSTEMS. THE CONTRACTOR AND /OR HIS SUB-CONTRACTOR(S) SHALL PROVIDE MINIMUM INSTRUCTIONS, FOR EACH SYSTEM THE EC IS RESPONSIBLE FOR, TO THE OWNER.

2. IT ALSO INCLUDES THE INSTALLATION OF CONDUIT SYSTEMS FOR EQUIPMENT NOT BELONGING TO THE OWNER BUT INSTALLED AND OPERATED FOR THE OWNER BY OTHERS.

3. CONDUIT; MINIMUM SIZE 3/4".

4. BACKBOARDS: ¾ INCH WEATHERPROOF PLYWOOD, WITH FIRE RETARDANT SEALER, ONE PIECE PER INSTALLATION.

26-2816 CONTROLS

1. COMPLETE CONTROLS FOR LIGHTING AND MECHANICAL EQUIPMENT, AS NOTED ON THE DRAWINGS. ALL LIGHTING CONTROLS SHALL COMPLY WITH 2015 MICHIGAN ENERGY CODE. 2. APPROVED MANUFACTURERS FOR LIGHTING CONTROL: ACUITY, COOPER, HUBBELL AND



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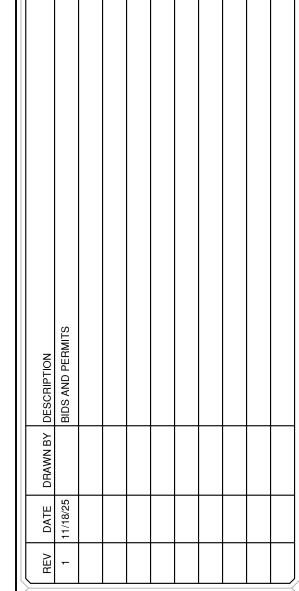
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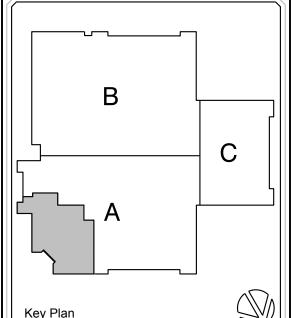


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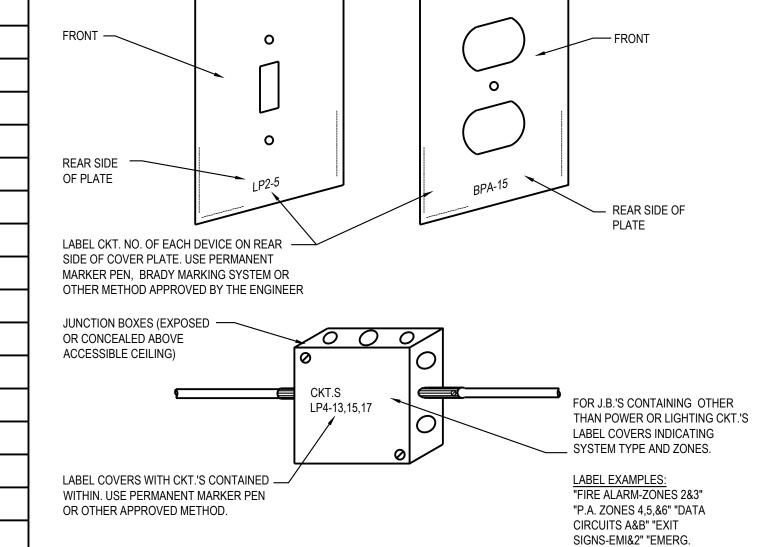
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**DETAILS, SYMBOL LEGEND** AND SPECIFICATIONS

E1.00



**ELECTRICAL IDENTIFICATION** 

SYSTEMS SYMBOL LEGEND

MTG. HT. TO Ç

80"

AT DOOR HEAD

TYPICALLY CLG

AT DOOR HEAD

- DUPLEX RECEPTACLE

CKTS. BPEM-3,4"

MOUNTED

SYMBOL

 $\bowtie$ 

DH

Н

RT

F/SD

F.A.C.P.

F.A.A.

S

R

◐

**©**>

 $lack{X}$ 

MATCH EXISTING SYSTEM.

STANDARD TOGGLE

SWITCH PLATE

F.A. NOTES:

DESCRIPTION

VISUAL ONLY ALARM

AUDIO ONLY ALARM

CEILING SPEAKER

SMOKE/HORN BASE

SPEAKER/STROBE LIGHT

MAGNETIC DOOR HOLD OPEN

DUCT SMOKE DETECTOR

O,S,&Y TAMPER SWITCH

WATER FLOW SWITCH

BEAM DETECTOR

CEILING SPEAKER

CARD READER

FIRE/SMOKE DAMPER

FIRE ALARM CONTROL PANEL

SECURITY DOOR CONTACT

CHEVRON INDICATES AIM LINE

SECURITY DOOR REQUEST TO EXIT

SECURITY CAMERA - "W" DENOTES WALL MOUNTED

SECURITY INTERCOM

FIRE ALARM ANNUNCIATOR PANEL

REMOTE ALARM KEY TEST SWITCH

FIRE ALARM CONTROL RELAY

HEAT DETECTOR

FIRE ALARM PULL STATION

FIRE ALARM HORN/STROBE LIGHT

(WP-DENOTES WEATHER PROOF)

AREA SMOKE DETECTOR-PHOTOELECTRIC

CO-DENOTES COMBO CARBON MONOXIDE/SMOKE

CARBON MONOXIDE SENSOR. E.C TO ROUGH-IN SINGLE

GANG BOX AND 1/2"C. TO ACCESSIBLE CEILING SPACE.

"AC" DENOTES ABOVE COUNTER. COORDINATE HEIGHT WITH ARCHITECT. "H" DENOTES HORIZONTAL MOUNTING OF DEVICE.

"B" DENOTES MOUNTED IN BASE.

4. "F" DENOTES MOUNTED IN FACE OF CABINETS.

	_ AMPERAGE/CONDUCTOR
SERVICE F  1 60A 2 100A 3 125A 4 150A 5 200A 6 225A 7 400A 8 600A 9 800A	OR ONE-LINE  EEDERS (COPPER)  4-#4+#10G, 1-1/4"C  4-#1+#8G,1-1/2"C  4-#2/0+#6G, 2"C  4-#3/0+#6G, 2"C  4-#250kcmil, 2-1/2"C  4-#300kcmil, 3"C  (2)4-#250kcmil, 2-1/2"C  (2)4-#500kcmil, 3"C  (3)4-#400kcmil, 3-1/2"C
15 30A 16 40A 17 60A 18 80A	(4)4-#500kcmil, 3-1/2"C (5)4-#500kcmil, 3-1/2"C (6)4-#400kcmil, 3"C (7)4-#500kcmil, 3-1/2"C (9)4-#500kcmil, 3-1/2"C EEDERS - 3 WIRE (COPPER) 3-#10+#10G,3/4"C 3-#8+#10G,3/4"C 3-#6+#10G,3/4"C
23 60A 24 100A 25 125A 26 150A 27 175A 28 200A 29 250A 30 400A 31 600A	3-#3+#8G,1"C 3-#1+#6G,1-1/2"C 3-#4/0+#4G,2"C 3-#4/0+#4G,2"C  EEDERS - 4 WIRE (COPPER)  4-#6+#10G,1"C 4-#3+#8G,1-1/4"C 4-#1+#6G,1-1/2"C 4-#1/0+#6G,1-1/2"C 4-#2/0+#6G,2"C 4-#4/0+#4G,2-1/2"C 4-#250kcmil+#4G,2-1/2"C 4-#600kcmil+#3G,3-1/2"C (2)4-#350kcmil+#1G,3"C
32 800A 33 1200A	(2)4-#600kcmil+1/0G,4"C (4)4-#350kcmil+3/0G-3"C

	COPPER WIRE	ALUMINUM WIRE	COPPER WIRE	COPPER WIRE	ALUMINUM WIRE
MAX.	(3) COND + G	(3) COND + G	(4) COND + G (LINEAR LOADS)	(4) COND + G** (NON-LINEAR LOADS)	(4) COND + G** (NON-LINEAR LOADS)
	DESCRIPTION	DESCRIPTION	DESCRIPTION	DESCRIPTION	DESCRIPTION
20	3#12, #12G, 1/2"C		4#12, #12G, 1/2"C	4#12, #12G, 1/2"C	
30	3#10, #10G, 3/4"C		4#10, #10G, 1/2"C	4#8, #10G, 3/4"C	
40	3#8, #10G, 3/4"C		4#8, #10G, 3/4"C	4#8, #10G, 3/4"C	
50	3#8, #10G, 3/4"C		4#8, #10G, 3/4"C	4#6, #10G, 1"C	
60	3#6, #106, 1"C		4#6, #10G, 1"C	4#4, #10G, 1 1/4"C	
70	3#4, #8G, 1"C		4#4, #8G, 1 1/4"C	4#3, #8G, 1 1/4"C	
80	3#4, #8G, 1"C		4#4, #8G, 1 1/4"C	4#3, #8G, 1 1/4"C	
90	3#3, #8G, 1 1/4"C		4#3, #8G, 1 1/4"C	4#2, #8G, 1 1/4"C	
100	3#3, #8G, 1 1/4"C	3-#1, #6G, 1 1/4"C	4#3, #8G, 1 1/4"C	4#1, #8G, 1 1/2"C	4-2/0, #6G, 2 1/2"C
110	3#2, #6G, 1 1/4"C		4#2, #6G, 1 1/4"C	4-1/0, #6G, 1 1/2"C	4-3/0, #4G, 2 1/2"C
125	3#1, #6G, 1 1/2"C		4#1, #6G, 1 1/2"C	4-2/0, #6G, 2"C	4-3/0, #4G, 2 1/2"C
150	3-1/0, #6G, 1 1/2"C	3-3/0, #4G, 2"C	4-1/0, #6G, 1 1/2"C	4-3/0, #6G, 2"C	4-4/0, #4G, 2 1/2"C
175	3-2/0 #6G, 2"C		4-2/0, #6G, 2"C	4-4/0, #6G, 2 1/2"C	4-300kcmil, #4G, 3"C
200	3-4/0, #4G, 2"C	3-250kcmil, #2G, 2 1/2"C	4-4/0, #4G, 2 1/2"C	4-250kcmil, #4G, 2 1/2"C	4-350kcmil, #4G, 3"C
225	3-4/0, #4G, 2"C	3-300kcmil, #2G, 3"C	4-4/0, #4G, 2 1/2"C	4-300kcmil, #4G, 3"C	4-500kcmil, #2G, 3 1/2"C
250	3-250kcmil, #4G, 2 1/2"C	3-350kcmil, #2G, 3"C	4-250kcmil, #4G, 2 1/2"C	4-350kcmil, #4G, 3"C	4-500kcmil, #2G, 3 1/2"C
300	3-350kcmil, #4G, 3"C	3-500kcmil, #1G, 3 1/2"C	4-350kcmil, #4G, 3"C	4-500kcmil, #4G, 3 1/2"C	4-700kcmil, #1G, 4"C
350	3-500kcmil, #3G, 3"C	3-700kcmil, #1G, 4"C	4-350kcmil, #3G, 3 1/2"C	(2) 4-4/0, #3G, 2 1/2"C	(2) 4-300kamil, #1G, 3"C
400	3-600kcmil, #3G, 3"C	(2) 3-250kcmil, #1G, 2 1/2"C	4-600kcmil, #3G, 3 1/2"C	(2) 4-250kcmil, #3G, 2 1/2"C	(2) 4-350kamil, #1G, 3"C
500	(2) 3-250kcmil, #2G, 2 1/2"C	(2) 3-350kcmil, 1/0G, 3"C	(2) 4-250, #2G, 2 1/2"C	(2) 4-350kcmil, #2G, 2 1/2"C	(2) 4-500kamil, 1/0G, 3 1/2"C
600	(2) 3-350kcmil, #1G, 3"C	(2) 3-500kcmil, 2/0G, 3"C	(2) 4-350kcmil, #1G, 3"C	(2) 4-500kcmil, #1G, 3"C	(2) 4-700kamil, 2/0G, 4"C
700	(2) 3-500kcmil, 1/0G, 3"C	(2) 3-700kcmil, 3/0G, 4"C	(2) 4-500kcmil, 1/0G, 3"C	(3) 4-350kcmil, 1/0G, 3"C	(3) 4-500kamil, 3/0G, 3 1/2"C
800	(2) 3-600kcmil, 1/0G, 4"C	(3) 3-400kcmil, 3/0G, 3"C	(2) 4-600kcmil, 1/0G, 4"C	(3) 4-400kcmil, 1/0G, 3"C	(3) 4-600kamil, 3/0G, 4"C
1000	(3) 3-500kcmil, 2/0G, 3"C	(3) 3-600kcmil, 4/0G, 3 1/2"C	(3) 4-500kcmil, 2/0G, 3 1/2"C	(4) 4-350kcmil, 2/0G, 3"C	(4) 4-600kamil, 4/0G, 4"C
1200	(4) 3-350kcmil, 3/0G, 3"C	(4) 3-500kcmil, 250kcmilG, 3 1/2"C	(4) 4-350kcmil, 3/0G, 3"C	(4) 4-500kcmil, 3/0G, 3 1/2"C	(4) 4-750kcmil, 250kcmilG, 4"C
1400	(4) 3-500kcmil, 4/0G, 3"C	(4) 3-700kcmil, 350kcmilG, 3 1/2"C	(4) 4-500kcmil, 4/0G, 3 1/2"C	(5) 4-500kcmil, 4/0G, 3 1/2"C	(5) 4-700kamil, 350kamilG, 4"C
	(4) 3-600kcmil, 4/0G, 4"C	(5) 3-600kcmil, 350kcmilG, 3 1/2"C	(4) 4-600kcmil, 4/0G, 4"C	(6) 4-400kcmil, 4/0G, 3"C	(6) 4-600kcmil, 350kcmilG, 4"C
	(5) 3-600kcmil, 250kcmil G, 4"C	(6) 3-600kcmil, 400kcmil G, 3 1/2"C	(5) 4-600kcmil, 250kcmil G, 4"C	(7) 4-500kcmil, 250kcmil G, 3 1/2"C	(7) 4-700kcmil, 400kcmil G, 4"C
	(7) 3-500kcmil, 350kcmil G, 3 1/2"C	(7) 3-750kcmil, 600kcmil G, 4"C	(7) 4-500kcmil, 350kcmil G, 3 1/2"C	(9) 4-500kcmil, 350kcmil G, 3 1/2"C	(9) 4-700kcmil, 600kcmil G, 4"C
	(8) 3-600kcmil, 400kcmil G, 3 1/2"C	(8) 3-700kcmil, 600kcmil G, 4"C	(8) 4-600kcmil, 400kcmil G, 3 1/2"C	(9) 4-750kcmil, 400kcmil G, 5"C	(10) 4-700kcmil, 600kcmil G, 4"C
4000	(9) 3-750kcmil, 500kcmil G. 5"C	(11) 3-700kcmil, 750kcmil G. 4"C	(9) 4-750kcmil, 500kcmil G. 5"C	(12) 4-600kcmil, 500kcmil G, 4"C	(14) 4-700kcmil, 750kcmil G, 4"C
	NOTES: AMPACITY: THHN/THWN, 75 DEG. RATING NEC: 2023				
	**CONDUCTOR AMPACITY REDUCED TO 80% PER NEC AMPACITY TABLE 310.16. ASSUMING NONLINEAR				
	LOADS, THE NEUTRAL SHALL BE CONSIDERED TO BE A CURRENT-CARRYING CONDUCTOR. CONDUIT SIZE				
	BASED ON EMT. E.C. RESPONSIBLE FOR SIZE CHANGES WHEN DIFFERENT TYPE OF CONDUIT IS USED.				



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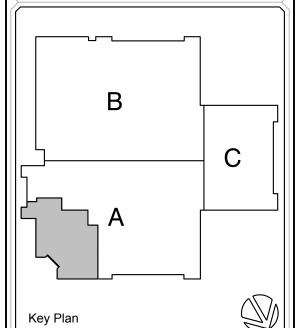
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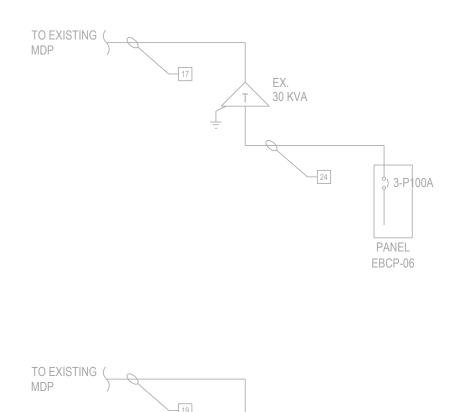
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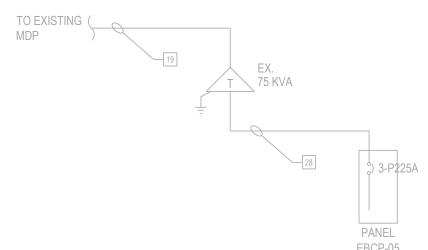
SCALE: DATE: DRAWN BY: CHECKED BY:
AS SHOWN 11/18/25 MAD C. LADEWIG
PROJECT NUMBER: DRAWING NAME: REVIEWED BY:

C.LADEWIG ONE-LINE DIAGRAM

E2.00







PARTIAL 277/480V- 3Ø-4W ONE LINE



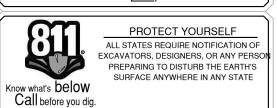
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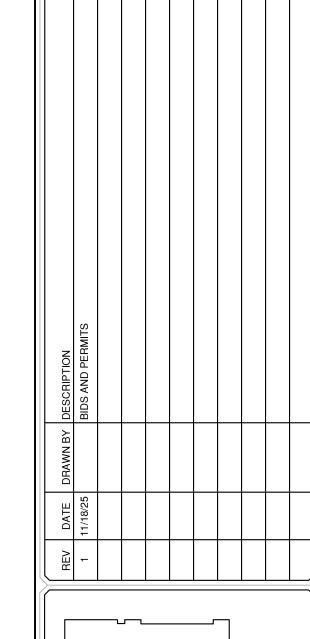
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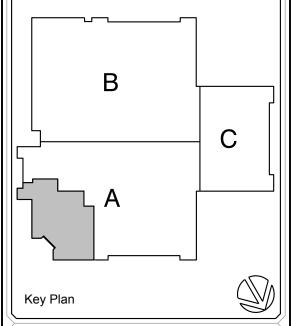
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FLOOR PLAN -DEMOLITION

ED101 NOTE: DO NOT SCALE DRAWINGS FOR CONSTRUCTION.

GENERAL POWER NOTES:

1. CEILING GRID AND TILES TO BE REPLACED. EXISTING LIGHTING TO REMAIN.

**DEMOLITION POWER KEYNOTES:** 1 NO WORK IN THIS AREA.

2 NOT USED.

3 NOT USED.

4 NOT USED.

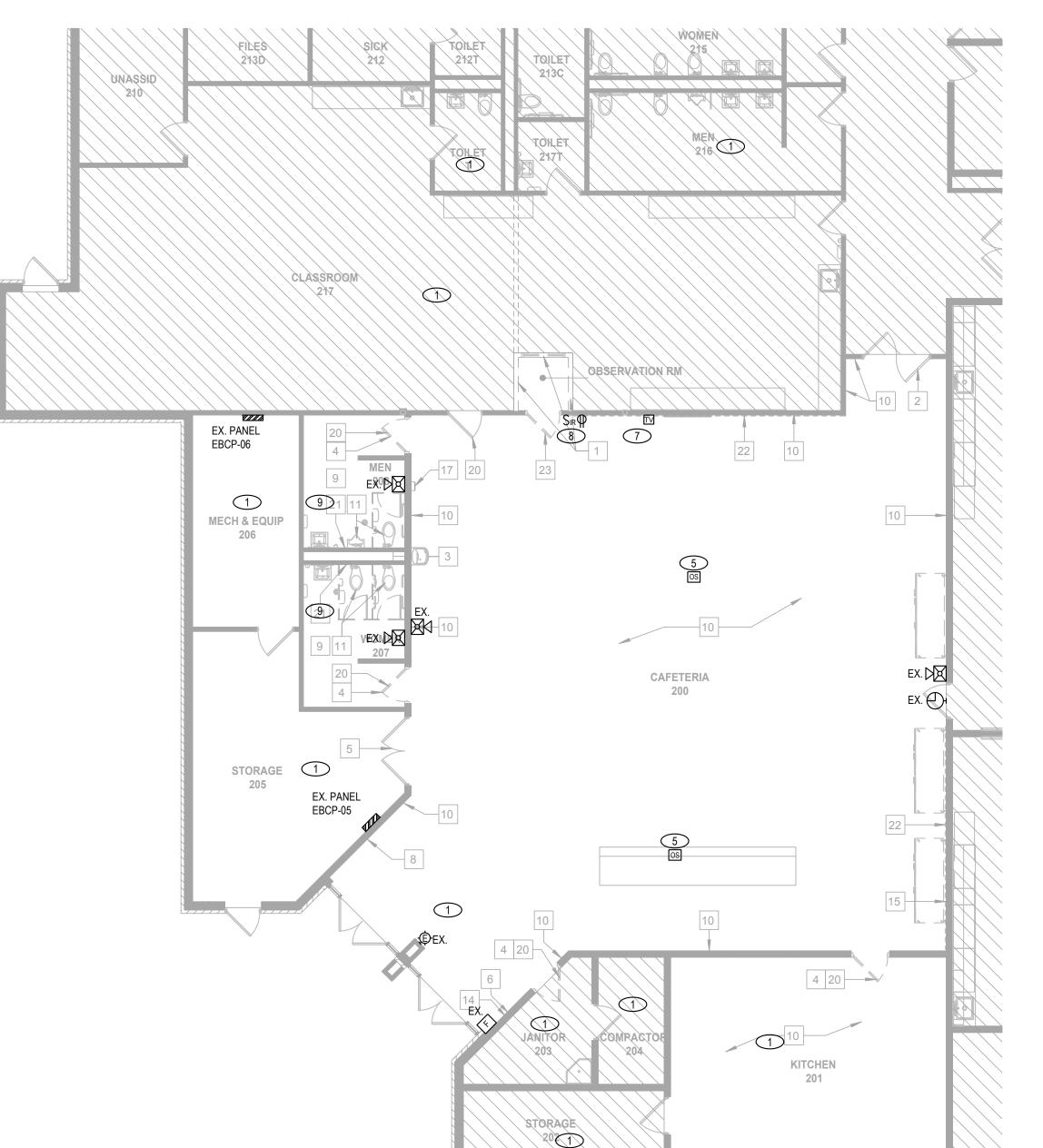
5 REPLACE EXISTING CEILING MOUNTED OCCUPANCY SENSORS WITH NEW.

6 NOT USED.

7 EXISTING T.V. TO REMAIN.

8 REMOVE EXISTING WALL MOUNTED OCCUPANCY SENSOR.

9 REMOVE EXISTING 1X4 LIGHTS FROM RESTROOMS. DISPOSE OF PROPERLY.



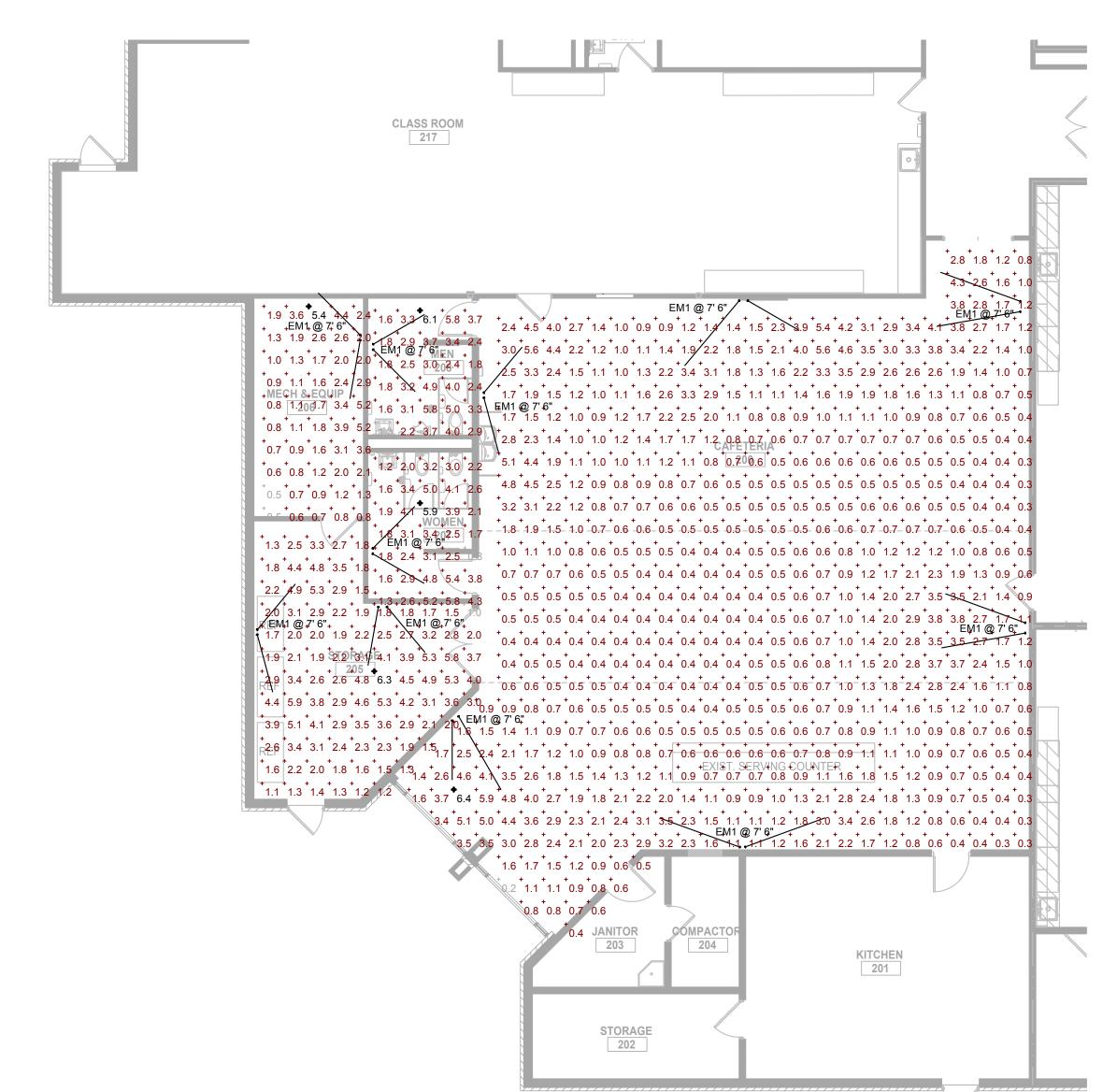
FLOOR PLAN - DEMOLITION

SCALE: 1/8" = 1'-0"



Schedule											
Symbol	Label	Image	QTY	Manufacturer	Catalog	Description	Number Lamps	Lamp Output	LLF	Input Power	Polar Plot
	EM1		11	Lithonia Lighting	ELM4L	ELM4L SP640L	1	345	1	2.5	Max: 697cd

Statistics						
Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
MECH 206	+	1.9 fc	5.4 fc	0.5 fc	10.8:1	3.8:1
MENS 208W	+	3.2 fc	6.1 fc	1.3 fc	4.7:1	2.5:1
STORAGE 205	+	2.9 fc	6.3 fc	1.0 fc	6.3:1	2.9:1
WOMEN 207W	+	3.1 fc	5.9 fc	0.8 fc	7.4:1	3.9:1
CAFETERIA 200	+	1.3 fc	6.4 fc	0.2 fc	32.0:1	6.5:1



FLOOR PLAN - PHOTOMETRICS

#### GENERAL LIGHTING NOTES:

UTILIZED FOR THIS PROJECT.

(3) EXISTING EXIT SIGNS TO REMAIN.

4 EXISTING LIGHTING CONTROL TO REMAIN IN CAFETERIA.

6 EXISTING LIGHTING TO REMAIN UNLESS OTHERWISE NOTED.

2 NO WORK IN THIS AREA.

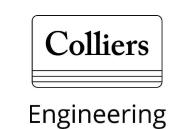
5 NOT USED.

- 1. CONNECT EMERGENCY LIGHTING TO CIRCUIT FEEDING GENERAL LIGHTING IN THAT AREA.
- 2. EXIT SIGNS TO BE CONNECTED TO UNSWITCHED LIGHTING CIRCUIT OR EMERGENCY LIGHTING CIRCUIT FEEDING THAT AREA.
- 3. LIGHTING CONTROL SHALL COMPLY WITH 2015 MICHIGAN ENERGY CODE WHERE APPLICABLE.

1> PROVIDE NEW BATTERY EMERGENCY LIGHTS WHERE PANELS ARE LOCATED THAT ARE TO BE



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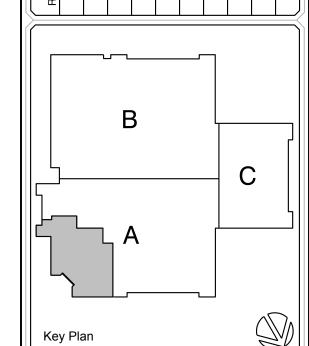
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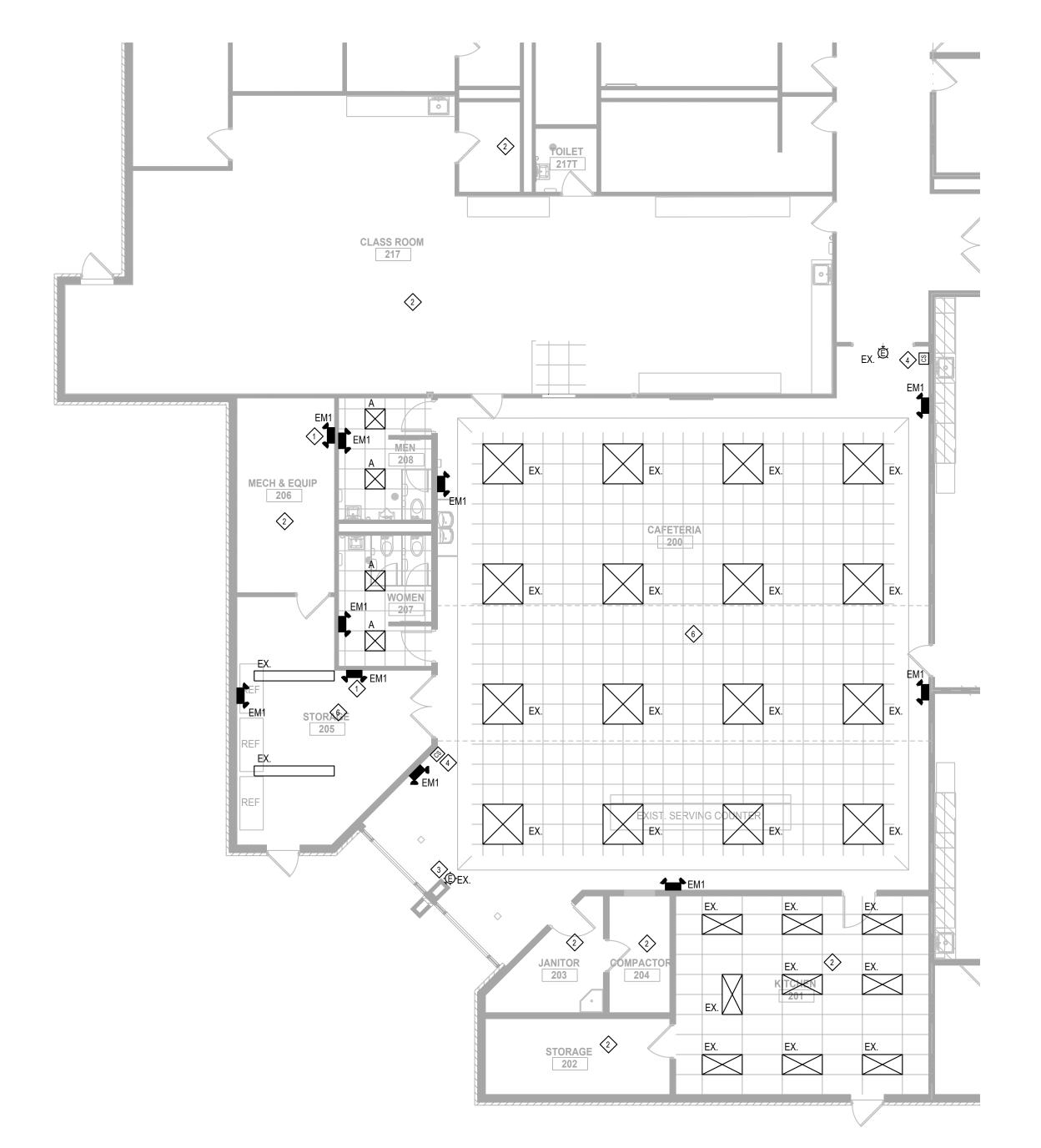
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FLOOR PLAN -LIGHTING

EL101



FLOOR PLAN - LIGHTING



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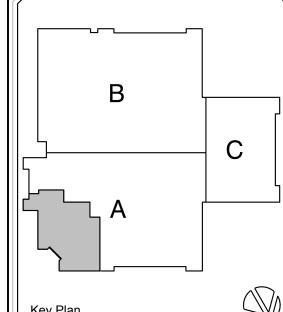
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FLOOR PLAN -

EP101

NOTE: DO NOT SCALE DRAWINGS FOR CONSTRUCTION.

POWER KEYNOTES:

1 NO WORK IN THIS AREA.

2 EXISTING CLOCK TO REMAIN.

3 EXISTING FIRE ALARM DEVICE TO REMAIN. 4 E.C. TO COORDINATE FINAL LOCATION OF REFRIGERATORS WITH OWNER PRIOR TO ROUGH-IN.

5 PROVIDE GFCI CIRCUIT BREAKER FOR NEW RECEPTACLE.

6 PROVIDE GFCI CIRCUIT BREAKER FOR EXISTING RECEPTACLE.

7 EXISTING SERVING LINE DEVICES TO REMAIN.

8 120V AUTO FAUCET CIRCUIT. PROVIDE GFCI CIRCUIT BREAKER.

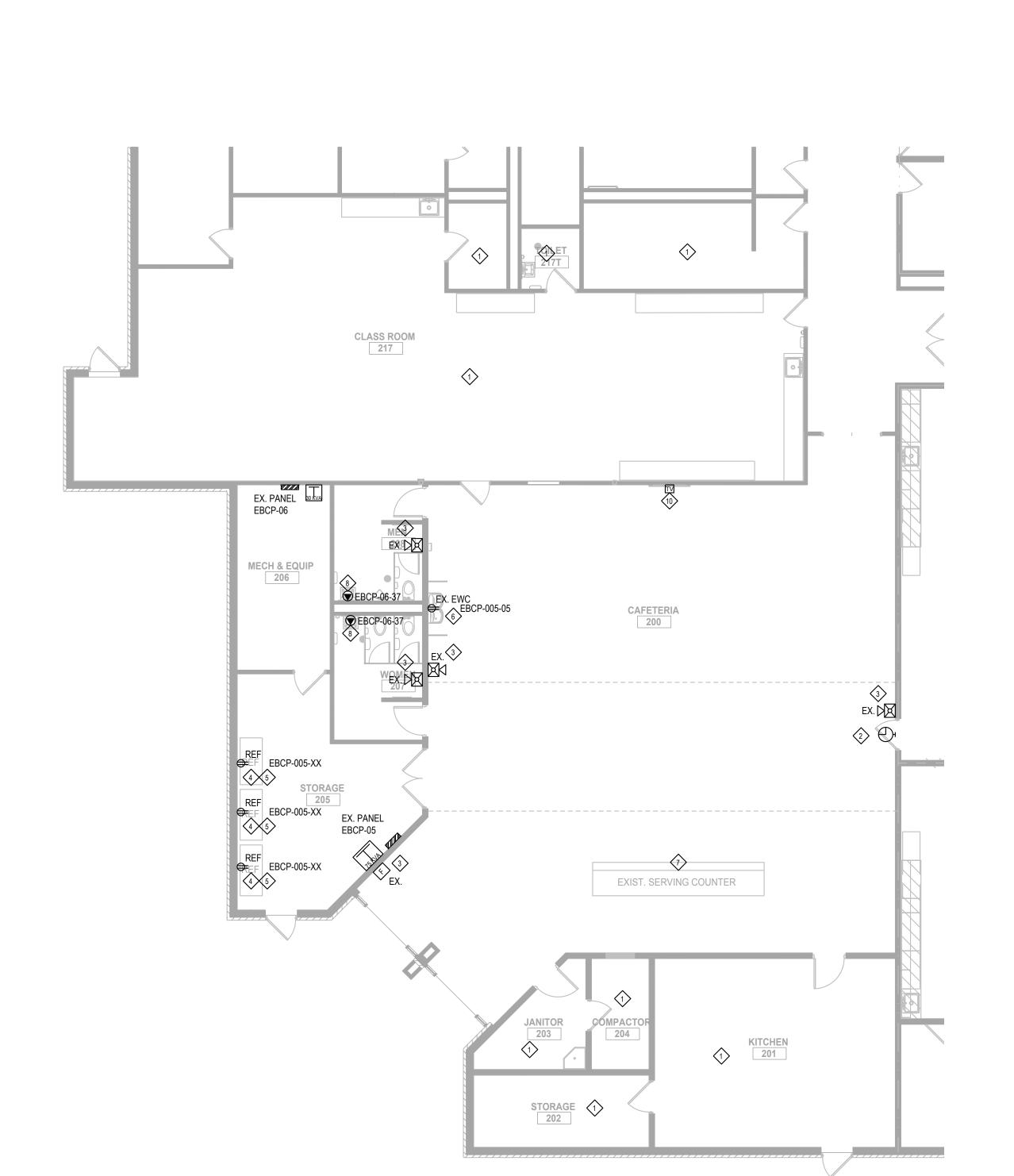
9 EXTEND EXISTING CIRCUIT TO NEW RECEPTACLES.

(10) EXISTING TV TO REMAIN.

							EBCF	<b>'-0</b>	5 (EX)							
	B	ASED O	N SQ.D	I-LINE	OR EQI	JAL										
CKT		V	OLT AME	PS		DECODIDE	СКТ	Ι. Ι	CKT	DECODIDE		V	OLT AMI	PS		СКТ
NO.	LTG.	HVAC	MTRS.	REC.	OTHER	DESCRIPTION	BRKR	┞┖	BRKR	DESCRIPTION	LTG.	HVAC	MTRS.	REC.	OTHER	NO.
1					1200	EX CIRCUIT	20\2	Α	60\3	EX AHU		15000				2
3						1	١	В	\	١						4
5						EX. WATER COOLER *	20	С	1	1						6
7					1200	EX WATER COOLER	20	Α	20\2	EX EXHAUST			3000			8
9			500			EX COMPACTOR	20	В	\	١						10
11				900		EX PLUGS 208V	20\2	С	20	EX MILK COOLER					1200	12
13						1	١	Α	20	EX PLUG				300		14
15				540		EX REC KITCHEN	20	В	20	EX REC				540		16
17				720		EX REC	20	С	20	EX REC ENTRY S				360		18
19					1500	EX GAS RANGE	20\2	Α	20	EX PLUG				720		20
21						1	١	В	20	EX SERVING LINE				180		22
23					1200	EX COOLER	20	С	20	EX KITCHEN REC				180		24
25					1200	EX MILK COOLER	20	Α	70\3	EX AHU		17000				26
27				180		EX SERVING LINE	20	В	\	\						28
29				180		EX SERVING LINE	20	С	١	١						30
31				360		EX CIRCUIT	20	Α	30\2	EX CIRCUIT					2000	32
33				540		EX CIRCUIT	20	В	١	\						34
35				900		EX CIRCUIT	20	С	20	EX CIRCUIT				360		36
37				540		EX CIRCUIT	20	Α								38
39				720		EX CIRCUIT	20	В								40
41				360		EX CIRCUIT	20	С								42
SUBT	0	0	500	5940	6300						0	32000	3000	2640	3200	SUB
TOTAL	LOAD		53,58	80 VA		DIVERSITY					VOLTS	:			208Y	/120
	LTG.=			0	125%			0			PHASE	:			(	3
	HVAC=		32,00	00 VA	100%		32,	000	VA							
МО	TORS=		3,50	0 VA	121%	125%LRGST +100%	4,2	250	VA		CIRCU	IT CAPA	CITY:			
	CEPT=		8,58	0 VA	100%	50%>10kVA	8,5	088	VA			BREAKER	₹		22	
	THER=		9,50	0 VA	100%		9,5	500	VA		MOUNT			S	URFAC	E
T	OTAL D	V. LOA	D=			54,330 VA					LOCAT	ION:		STO	DRAGE	RM

\* PROVIDE GFI BREAKER

							EBCP	<b>'-0</b>	6 (EX)							
	В	ASED (	ON SQ.D	I-LINE	OR EQI	JAL										
CKT		\	OLT AM	PS .		DECODIDATION	CKT	١, ١	CKT	DECODIDEION		V	OLT AME	PS .		CK.
NO.	LTG.	HVAC	MTRS.	REC.	OTHER	DESCRIPTION	BRKR	-	BRKR	DESCRIPTION	LTG.	HVAC	MTRS.	REC.	OTHER	NO
1				900		EX REC RM 211	20	Α	20	EX REC RM 213A				900		2
3				900		EX REC RM 232	20	В	20	EX REC RM 217				900		4
5				900		EX REC RM 213B	20	С	20	EX REC RM 217, 209				900		6
7				1080		PLUG STRIP 217	20	Α	20\2	EX AHU #8 CONTROL					1200	8
9				540		EX LOAD	20	В	1	\						10
11					1200	EX HAND DRYER	20	С	20	EX LOAD				1080		12
13				720		EX REC RM 213B	20	Α	20	EX LOAD				1080		14
15				900		EX REC RM 213B,213D	20	В	20\2	EX CIRC PUMP			1200			16
17				900		EX REC 210	20	С	١	\						18
19				900		EX REC RM 217	20	Α	20	EX LOAD				1080		20
21				900		EX REC RM 217	20	В	20\3	EX AHU #9 CONTROL					1200	22
23				900		EX REC RM 213B	20	С	1	\						24
25			200			EX EF-125	20	Α	20	EX REC CORR 9DH				720		26
27				900		EX REC RM 213B	20	В	20	EX LOAD				1080		28
29				900		EX REC RM 214	20	С	20	EX LOAD				900		30
31				1080		EX REC RM 213, 214	20	Α	20	EX LOAD				540		32
33				900		EX REC RM 215	20	В	20	EX LOAD				540		34
35			200			EX EF-23	20	С	20	EX HAND DRYER					1200	36
37					500	AUTO FAUCET	20	Α	100\3	MAIN						38
39						SPACE		В	١	١						40
41						SPACE		С	1	\						42
SUBT	0	0	400	13320	1700	EX REC RM SUBTSUBTS	SUBT				0	0	1200	9720	3600	SUE
TOTAL	LOAD		29,94	10 VA		DIVERSITY					VOLTS:	•			208Y	/120
	LTG.=			0	125%			0			PHASE				3	3
	HVAC=			0	100%			0								
MC	TORS=		1,60	0 VA	119%	125%LRGST +100%	1,9	000	VA		CIRCU	T CAPA	CITY:			
*RE	CEPT=		23,04	10 VA	72%	50%>10kVA	16,	520	VA		MAIN B	REAKE	R		100	OA.
C	THER=		5,30	0 VA	100% 5,300 VA MOUNTING:											
T	OTAL D	IV. LO				23,720 VA	,				LOCAT	ION:		MECH	ANICAL	ROO
	AMPS=			6	6	,										
LINE	<b>AMPS</b>	X 1.2	5=		82 A											



GENERAL POWER NOTES:

BE RECERTIFIED.

1. ALL 15A & 20A 120V NON-LOCKING RECEPTACLES WITH PUBLIC SPACES WHERE CHILDREN CAN BE FOUND SHALL BE LISTED TAMPER RESISTANT PER NEC 406.12. THIS INCLUDES SCHOOLS,

3. FIRE ALARM (FA) DEVICES, IF SHOWN, ARE EXISTING. FIRE ALARM DEVICES AND SYSTEM SHALL

2. VERIFY ALL EQUIPMENT REQUIREMENTS, CONNECTION TYPES, AND LOCATIONS WITH

ALL COMMON USE AREAS (CORRIDORS, GYM, MUSIC ETC.).

EQUIPMENT SUPPLIER AND NAMEPLATES PRIOR TO ROUGH-IN..

FLOOR PLAN - POWER

SCALE: 1/8" = 1'-0"





# LANSING SCHOOL DISTRICT FLOORING ASSESSMENT REPORT

North Elementary School 333 E. Miller Road Lansing, Michigan 48911

Project No. 23-3483

December 23, 2025

#### **PREPARED FOR:**

Mr. Caleb Thelen Lansing School District 519 W. Kalamazoo Street Lansing, Michigan 48933

**PREPARED BY:** 











1375 S. Washington Avenue, Suite 100 Lansing, Michigan 48910 517-702-0470 Fax 517-702-0477 www.triterra.us

December 23, 2025 Triterra Project #: 23-3483

Mr. Caleb Thelen Lansing School District 519 West Kalamazoo Street Lansing, Michigan 48933

SUBJECT: Lansing School District Flooring Assessment- North Elementary School

333 E. Miller Road, Lansing, Michigan 48911

Dear Mr. Thelen:

Triterra was requested by the Lansing School District to conduct an asbestos-containing materials (ACM) flooring assessment at North Elementary School addressed above. Triterra's primary focus was to map out and sample flooring materials in all rooms, restrooms, offices, and closets. Flooring materials uniform in color and texture were grouped into Homogeneous Areas (HA). The scope of work included the collection of an appropriate number of bulk asbestos samples in accordance with the requirements of the Michigan Occupational Safety and Health Administration (MIOSHA) General Industry Standard for Asbestos, Part 305, Paragraph (j)(2)(i) and the Environmental Protection Agency (EPA) Asbestos Sampling Bulletin of September 30, 1994.

The sampling was conducted on October 30, 2025, by Vince Fountain and Kathleen Christnagel of Triterra. Mr. Fountain and Ms. Christnagel are State of Michigan Department of Labor and Economic Opportunity (LEO) accredited Asbestos Building Inspector (Accreditation No. A55377 and A60890).

Samples were submitted to Southeast Environmental Microbiology Laboratories (SEEML) a National Voluntary Laboratory Accredited Program (NVLAP) laboratory for bulk asbestos identification [Accreditation Number 600385-0]. Analysis was performed by trained individuals and all bulk samples were analyzed utilizing the accepted method of polarized light microscopy (PLM) using EPA's "Method for the Determination of Asbestos in Bulk Building Materials", EPA/600/R-93/116. Laboratory analysis identified that asbestos was present within the samples submitted. A summary of the analytical report is provided below in **Table 1 – Analytical Results Summary**. A copy of the analytical report is included in **Appendix B**.



	Table 1 – Summary of Asbestos-Containing Flooring									
Sample ID	Material Description	Location	Friability	Quantity	Asbestos Content					
HA-4	VCT & Mastic-12"X12"-Tan w/ Brown and White Specs	See Figure 1	Category I	4,170 SF	2% Chrysotile (Tile & Mastic)					
HA-13	Mastic associated w/ VCT- 12"X12"-Tan w/ Brown Specs	See Figure 1	Category I	6,024 SF	2% Chrysotile (Mastic Only)					

Triterra was not permitted to sample flooring in the gymnasium/multi-use rooms, therefore flooring in those spaces will be presumed to be asbestos-containing until it is authorized to be disturbed. Destructive testing was completed in accessible areas of the structure and/or areas designated by the User throughout this inspection. If suspect ACMs are encountered during work activities such as renovations or demolition, in which no analytical data exists, Triterra recommends the material(s) remain undisturbed until the asbestos content of the material(s) is determined in accordance with USEPA and OSHA regulations. Quantities presented are meant as a guide and should not be used for bidding purposes without verification.

Based on Triterra's understanding of the flooring materials identified on the Property, proper abatement of the asbestos-containing materials is required if they may be disturbed (broken, cut, drilled, abraded, ground, sanded, etc.) during the work activities. If additional materials are identified for which no analytical data exists, those materials must be assumed to be asbestos-containing and handled accordingly or sampled to determine their asbestos concentrations prior to disturbance. See **Figure 1: ACM Floor Map** for material locations by room.

Depending on the type and quantities of ACM, if present, that will be impacted, a State of Michigan notification may need to be provided to the following regulatory agencies 10 working (or calendar) days prior to commencement of work with the submittal of a Notification of Intent to Renovate/Demolish form (EQP 5661). The retained asbestos abatement contractor should complete this form as part of their services. This notification should be provided to the Michigan Department of Environment, Great Lakes, and Energy – Air Quality Division (EGLE-AQD) and the Michigan Department of Labor and Economic Opportunity, any time renovation/demolition/asbestos abatement is to be completed on a building.

NESHAP Asbestos Program EGLE – AQD P.O. Box 30260 Lansing, Michigan 48909 (517) 284-6777 LEO MIOSHA Asbestos Program P.O. Box 30671 Lansing, Michigan 48909 (517) 636-4551



Regulations governing employee exposure to asbestos hazards in the workplace are located in the federal regulations at Title CFR, part 1910.1001, which is the U. S. Occupational Safety and Health Administration (OSHA) asbestos standard. The presence of any ACM in a facility where there is a possibility of employee exposure triggers the applicability of the standard to the workplace and employee. The standard generally applies to labeling, signage, employee training, and personal protective equipment in order to minimize the risk of asbestos exposure. An employer is required to institute a training program for all employees exposed to airborne concentrations of asbestos at or above the employee permissible exposure limit and/or excursion limit and ensure employee participation in the program. Air sampling and laboratory analysis are required to determine the concentration of asbestos in the air of the employee work areas.

Triterra completed the work in general conformance with federal, state, and local requirements and made all appropriate inquiry consistent with good commercial or customary practice. Triterra assumes the information provided in this report and by the Client and/or property owner is factual, complete, and correct. Triterra does not warrant that this report represents an exhaustive study of all possible environmental concerns associated with asbestos at the property. However, the items included in this report are believed to adequately address the Client's needs at this time.

This report was prepared exclusively for the Client for the purposes as expressly stated. This report may be unsuitable for other uses, and reliance on its contents by anyone other than the Client is done at the sole risk of that party. This report may not be reproduced, sold, or otherwise conveyed to another entity without prior written permission from Triterra.

Should you have any questions or comments regarding this report, please feel free to contact the undersigned at (517) 702-0470.

Sincerely,

TRIFTERRA

Kyle A. Clark

Director | Industrial Hygiene

Kifi a. Clark

Michigan/EPA Asbestos Project Designer #A44305

Vince Fountain

**Industrial Hygienist** 

Michigan/EPA Certified Asbestos Inspector #A55377



#### **Appendices**

Appendix A: Staff Credentials/Certifications

Appendix B: Laboratory Analytical Results & Chain of Custody Documentation

Appendix C: Site Photo Log

Figure 1: ACM Flooring Map

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#### APPENDIX A

STAFF CREDENTIALS/CERTIFICATIONS





Mr. Fountain serves as an Industrial Hygienist for the firm. His work focuses hazardous material inspections (asbestos, lead-paint, and mold) at commercial and residential properties throughout Michigan. He is focused on providing timely and practical solutions to clients in order to keep projects on track and under budget, always with the underlying objective of safeguarding public health. Preparing technical reports, compiling analytical data tables, and drafting figures. Mr. Fountain has more than 15 years of experience in the building trades, primarily in commercial and residential construction. He maintains professional certifications as an Asbestos Inspector, a Lead Inspector, and Lead Risk Assessor.

#### **AREAS OF EXPERTISE**

- Hazardous Materials Assessments, Including Asbestos, Lead, and Mold
- Lead-Based Paint Inspections/Risk Assessments
- Asbestos Abatement Oversite
- Commercial and Industrial Build Demolition Oversite
- Water Intrusion and Mitigation Services

#### **NOTABLE PROJECT EXPERIENCE**

- Asbestos and Hazardous Material Inspections Commercial and Residential
- Lead-Based Paint Inspections Commercial and Residential
- Lead Risk Assessment as per HUD Guidelines
- Mold Assessment and Indoor Air Quality Sampling – Commercial and Residential

#### CERTIFICATIONS

- Asbestos Building Inspector Michigan (#A55377)
- Certified Lead Inspector/Risk Assessor Michigan (#P-009274)
- Asbestos Abatement Supervisor/ContractorMichigan (#A55377)

#### **EDUCATION**

- Lansing Community College 2014 Lansing, Michigan
- Alvarado High School 2002 Alvarado, Texas





#### VINCE FOUNTAIN INDUSTRIAL HYGIENIST

# TRIOTERRA

#### CERTIFICATIONS

State of Michigan

Asbestos Inspector

Dale Vincent Fountain, Jr. 111 West Main Street Potterville, MI 48876

Accreditation Number Expiration Date 06/25/2026

DOB: 08/08/1984

Your accreditation eard is valid for a period of one year, as indicated by the expiration date on the card. Your card must be present on any project site where you are conducting asbestos-related world a replacement card is repeded, the replacement few site 925 00.

Information contained in the bis limited to IDS and controls.

Authority: Michigan Public Act 440 of 1988, as amended

106180

State of Michigan

Asbestos Contractor/Supervisor

Dale Vincent Fountain, Jr. 111 West Main Street Potterville, MI 48876

Accreditation Number Expiration Date 06/25/2026

DOB: 08/08/1984

55377-168697

Information contained in the bar code limited to 10# and contral#.

vIOSHA-CSH-270 (03/18) Authority: Michigan Public Act 440 of 1988, as amended

107250



LEAD CERTIFICATION AND

**M**BDHHS

This card certifies that the person on-the-reverse side has successfully met all the requirements established by Compliance Assurance Section to perform lead-based paint activities. paint activities.

For questions regarding this certification or the person represented, please contact the Michigan Department of Health and Human Services at 866-691-LEAD or LCCAinfo@michigan.gov

LEAD CERTIFICATION AND



#### KATHLEEN CHRISTNAGEL

INDUSTRIAL HYGIENIST



Ms. Christnagel serves as an Industrial Hygienist for the firm. Her work focuses hazardous material inspections (asbestos, lead-paint, and mold) at commercial, industrial, and educational properties throughout Michigan. As a hygienist at Triterra, Ms. Christnagel not only performed initial site investigations, but also provides abatement oversight to ensure that the Client is protected during all abatement related activities. She is focused on providing timely and practical solutions to clients to keep projects on track and under budget, always with the underlying objective of safeguarding public health.

#### **AREAS OF EXPERTISE**

- ASTM International Phase I ESAs, Phase II ESAs, and Environmental Transaction Screens
- Baseline Environmental Assessments (BEAs)
- Due Care Evaluations
- Borehole Logging and Soil Classifications
- Soil, Groundwater, and Soil Gas Sampling
- NEPA Part 50 & Part 58 Environmental Assessments
- Hazardous Materials Assessments for Pre-Reno/ Demo NESHAP Compliance
- Hazardous Material Abatement Oversight & Exposure Monitoring
- Pre-Alteration Hazardous Material Assessments for GSA Compliance
- Lead-Based Paint Inspections/Risk Assessments for Child-Occupied Facility (COF) & Target Housing
- Indoor Air Quality (IAQ) and Mold Investigations with Pre & Post Remediation Sampling
- Demolition Oversight Monitoring for Lead, Cadmium, Chromium, and Particulate

#### EDUCATION

BS Biology – 2021
 Alma College – Alma, Michigan

#### **NOTABLE PROJECT EXPERIENCE**

- Records Search with Risk Assessments
- Michigan State Housing and Development Authority (MSHDA) Phase I ESA
- MSHDA pre-approved Group A & B Consultant
- Pre-Renovation/Demolition Hazardous
   Material Inspections Commercial, Residential,
   Healthcare, Industrial, Nuclear, Multi-Family
- Lead-Based Paint Inspections & Risk
   Assessments Commercial and Residential

#### CERTIFICATIONS

- Hazardous Waste Operations & Emergency Response (HAZWOPER) Training
- Asbestos Contractor/Supervisor Michigan (#A60890)
- Asbestos Building Inspector Michigan (#A60890)
- National Institute of Occupational Safety & Health (NIOSH)-582 Equivalency Certification
- Certified Lead Inspector/Risk Accessor -Michigan





#### KATHLEEN CHRISTNAGEL

INDUSTRIAL HYGIENIST

## TRIOTERRA

#### **CERTIFICATIONS**



Kathleen M. Christnagel 625 Kenmoor Avenue SE Suite 204 Grand Rapids, MI 49546

Accreditation Number Expiration Date 05/15/2025

is included has sanstactorly that or exceeded the garenness of Northan Place Act 440 of 100. A exceeded to the accredited as an Accelor Inspector evide 8 effected. 172,056



Asbestos Contractor/Supervisor

Kathleen M. Christnagel 625 Kenmoor Avenue SE Suite 204 Grand Rapids, MI 49546

Accreditation Number Expiration Date
A60890 01/17/2025





#### KYLE A. CLARK

### ASSOCIATE CONSULTANT DIRECTOR | INDUSTRIAL HYGIENE

## TRIOTERRA

Kyle Clark currently serves as the Director of the Industrial Hygiene Division with Triterra. His work focuses on overseeing the hazardous material investigations and industrial hygiene-related projects that Triterra performs for its clients. Mr. Clark regularly conducts field inspections/sampling to determine the presence of hazardous materials and maintains a thorough understanding of regulatory requirements in an effort to identify, and ultimately eliminate, the presence of these materials and their risk to human health & safety. Mr. Clark works closely with construction managers, developers, facility owners, and trade workers to identify and mitigate workplace hazards.

#### **AREAS OF EXPERTISE**

- Hazardous Materials Assessments for Pre-Reno/Demo NESHAP Compliance
- Asbestos AHERA Management Plans & Re-inspections for K-12 Schools
- Hazardous Material Abatement Specifications & Project Designs
- Hazardous Material Abatement Oversight & Exposure Monitoring
- Pre-Alteration Hazardous Material Assessments for GSA Compliance
- Asbestos & Lead Abatement Specifications for GSA Compliance
- Lead-Based Paint Inspections/Risk Assessments for Child-Occupied Facility (COF) & Target Housing
- Employee Exposure Assessments Asbestos, Lead, Silica, Cadmium, Chromium, Chemical
- Indoor Air Quality (IAQ) and Mold Investigations with Pre & Post Remediation Sampling
- Redevelopment & Demolition Oversight: Owner's Representation and Administration
- Demolition Oversight Monitoring for Lead, Cadmium, Chromium, and Particulate

#### PROFESSIONAL ORGANIZATIONS & AFFILIATIONS

- American Industrial Hygiene Association National Chapter Member
- American Industrial Hygiene Association Michigan Chapter Member
- American Industrial Hygiene Association West Michigan Chapter Member
- Grand Rapids Young Professionals Member
- Big Brothers Big Sisters Southwest Michigan

#### **EDUCATION**

BS Biology - Environmental Health & Safety Focus - 2012
 Central Michigan University, Mount Pleasant, Michigan

#### NOTABLE PROJECT EXPERIENCE

- Pre-Renovation/Demolition Hazardous Material Inspections – Commercial, Residential, Healthcare, Industrial, Nuclear, Multi-Family
- Asbestos AHERA Management Plans & Re-inspections for K-12 Compliance
- Asbestos, Lead, and Universal Waste Abatement Specifications & Project Designs – Commercial, Residential, Industrial, Multi-Family
- Lead-Based Paint Inspections & Risk Assessments Commercial and Residential
- Employee Exposure Assessments Mold, Asbestos, Lead, Cadmium, Chromium, Silica, Particulate
- Negative Exposure Assessments Asbestos, Lead, Cadmium, and Chromium
- Mold Assessment and Indoor Air Quality Sampling Commercial and Residential
- © Chemical Exposure Monitoring Gases, Vapors, Fumes
- Noise Monitoring & Conservation Plan Implementation Industrial
- OSHA Hazard Communication Standard Implementation Commercial & Industrial
- Respiratory Protection Plan Development & Implementation

#### CERTIFICATIONS

- Asbestos Contractor/Supervisor Michigan (#A44305)
- Asbestos Building Inspector Michigan (#A44305)
- Asbestos Management Planner Michigan (#A44305)
- Asbestos Project Designer Michigan(#A44305)
- National Institute of Occupational Safety & Health (NIOSH)
   582 Equivalency Certification
- Certified Lead Inspector/Risk Assessor Michigan (#P-06268)

# State of Michigan

# Asbestos Inspector

625 Kenmoore Avenue SE Suite 204 Grand Rapids, MI 49506 Kyle A. Clark

11/21/2024 Accreditation Number A44305

Accreditation card is not 167919 DOB: 11/15/1988

This individual has satisfactority met or exceeded the requirements of Michigan Public Act 440 of 1988, as amended, to be accredited as an Asbestos Inspector.

**Expiration Date** 

State of Michigan

Department of Labor and Economic Opportunity upational Safety & Health Administration - Asbestos Proc

State of Michigan spartment of Labor and Economic Opportunity and Economic Opportunity and the state of the s

Asbestos Project Designer

Accreditation Number Expiration Date A44305

DOB: 11/15/1988

# State of Michigan

Department of Labor and Economic Opportur Michigan Occupational Safety & Health Administration - Asi

# Asbestos Contractor/Supervisor

Ą

DOB: 11/15/1988

Accreditation Number Expiration Date A44305

This individual has satisfactorily met or exceeded the requirements of Section 206 of the Toxic Substances Control Act to be accredited in the above discipline.

Kyle A. Clark 625 Kenmoore Avenue SE Suite 204 Grand Rapids, MI 49506

167920

DOB:11/15/1988

167922

Kyle A. Clark 625 Kenmoore Avenue SE Suite 204 Grand Rapids, MI 49506

Accreditation Number Expiration Date A44305

This individual has satisfactorily met or exceeded the requirements of Section 206 of the Toxic Substances Control Act to be accredited in the above discipline.

Asbestos Management Planner

Kyle A. Clark 625 Kenmoore Avenue SE Suite 204 Grand Rapids, MI 49506

This individual has satisfactorily met or exceeded the requirements of Section 206 of the Toxic Substances Control Act to be accredited in the above discipline.

167921



#### **APPENDIX B**

LABORATORY ANALYTICAL RESULTS AND CHAIN OF CUSTODY DOCUMENTATION

SEEML Reference Number:

H-250923071 Date Issued: 09/25/2025



#### Southeast Environmental Microbiology Laboratories

410 W Grand Pkwy S, Suite 250 Katy, TX. 77494 Phone: 832-437-2667

#### Asbestos Analytical Report By: Polarized Light Microscopy

This report has been prepared for **Triterra** the information and data has been checked for thoroughness and accuracy. The results reported apply only to the materials as received. The documents(s) contained herein are confidential and privileged information intended for the exclusive use of the individual or entity named above. This report shall not be reproduced except in full without SEEML's approval.

Client Project Name: LSD - North Elementary

The Following report was prepared using this test method(s) contained within this document.

EPA 600/R-93/116- Method for the Determination of Asbestos in Bulk Building Materials - - 40 CFR Appendix E to Subpart E of Part 763, Interim Method of the Determination of Asbestos in Bulk Insulation Samples

PLM 400 Point Count (<0.25%) EPA 600/R-93/116

PLM 1000 Point Count (<0.1%) EPA 600/R-93/116

PLM Carb 435 Level A Reporting Limit (<0.25%)

PLM Carb 435 Level B (Reporting limit <0.1%)

PLM by EPA/600/R-93/116 with Milling Prep 400 Point Count

PLM Vermiculite Initial Screening EPA 600R-93/116

PLM Cincinnati Method 600/R-04/004 (Amphibole Only)

PLM Vermiculite Method SOF-V 198.8 (Step 1 Chrysotile & Prep)

Approved By: Shannon Ferguson

PLM Vermiculite Method SOF-V 198.8 (Step 2 (Amphibole)

Thank you for choosing SEEML Labs. We strive to provide superior quality testing, analytical data and customer service. SEEML is accredited through the National Institute of Standards and Technology (NIST) National Voluntary Accreditation Program (NVLAP) for bulk asbestos analysis NVLAP # 600385-0. This report must not be used to claim product certification, approval, or endorsement by NVLAP, NIST, or any agency of the US government.

#### Southeast Environmental Microbiology Laboratories - Asbestos Division 410 W Grand Pkwy S, Suite 250 , Katy, TX. 77494



410 W Grand Pkwy S, Suite 250 , Katy, TX. 77494 Phone: 832-437-2667, www.seeml.com

#### **PLM Asbestos Bulk Sample Summary**

			-	-	
		Triterra		Date Sampled:	09/22/2025
	1375 S	Washington Ave Ste 100		Date Received:	09/23/2025
	L	ansing, MI, 48910		Date Analyzed:	09/24/2025
		616-349-7344		Date Reported:	09/25/2025
				Date Revised:	
				Project Name:	LSD - North Elementary
				Project No:	23-3483-T3
Analyzed by: Shannon			Forgueon	Project Address:	333 E. Miller Road
Analyzed by.	Analyzed by: Shannon			City, State. ZIP:	Lansing, MI
Methodology:		EPA 600/R-93/116- Method for the Determination Appendix E to Subpart E of Part 763, Interim Me Insulation	ethod of the Determination of Asbestos in Bulk	SEEML Ref#:	H-250923071
Client No.:		escription/Location	% Asbestos Type	% Fibrous Non-	% Non-Fibrous Material
Lab No.:		escription/Location	% Asbestos Type	Asbestos Material Type	% Non-Fibrous Material
4.1	(Tan) V	CT/VCT w/ Mastic - 12" - Tan	2% Chrysotile	None Detected	98% Organic Matrix
H-250923071-339A	w/ Bro	wn+White specs (Cafeteria)	2% Cili ysotile	None Detected	96% Organic Matrix
4.1		Mastic/VCT w/ Mastic - 12" -	2% Chrysotile	None Detected	98% Organic Matrix
H-250923071-339B	Tan w/ B	rown+White specs (Cafeteria)	2 70 CIII ySotile	None Detected	96 % Organic Matrix
<b>4.2</b> H-250923071-340A		T w/ Mastic - 12" - Tan w/ n+White specs (Cafeteria)		POSITIVE STOP	

#### **Approved By: Shannon Ferguson**

Disclaime

The results in this report only apply to the samples as received.

NOB samples are tested as a preliminary analysis. We highly recommend for Negative NOB samples resulting in less than 1% Asbestos to be verified by TEM or Point Analysis.

Inhomogeneous samples are separated into homogeneous subsamples and analyzed individually. NAD means no asbestos fibers were detected. When detected the minimum detection and reporting limit is less than 1% unless point counting is performed. Floor tile samples may contain large amounts of interference material and it is recommended that the sample be analyzed by gravimetric point count analysis to lower the detection limit and to aid in asbestos identification.

#### Guidelines for Interpretation:

Any opinions/interpretations expressed in this report are outside the scope of this laboratory's accreditation. Interpretation of the data and information within this document is left to the company, consultant, and/or persons who conducted the fieldwork. A material is considered regulated asbestos containing material (ACM) where the asbestos content is determined to be one percent or greater. Several organizations, including the American Conference of Government Industrial Hygienists (ACGIH); the American Industrial Hygiene Association (AIHA); the Indoor Air Quality Association (IAQA); the United States Environmental Protection Agency (USEPA); the Centers for Disease Control (CDC) as well as the California Department of Health Services (CADHS) have published guidelines for assessment and interpretation of analytical data indicating a tested material is ACM.



SEEML Asbestos Chain-of-Custody Form 410 W. Grand Pkwy S. #250, Katy, Texas 77494 Ph: (832) 437-2667 WWW.SEEML.COM NVLAP Lab ID: 600385-0

Page \_\_\_ of \_\_\_

SEEML Ref# 112500 7	(je	and the same of th	
H 250923064(200)	Lab ID: 315	-320 329	1-340
Company: Triterra	Date Sample:	9-22-25	0.0
Project Manager: Kyle Clack	Project Name:		Cl. I
Address: 13758 Washington Ave	Project Location:	-	- Elementary
City, State, Zip: Lansing MI 48910	<del> </del>	li .	iter Road
Phone:	Project No:	Lansing, M.	I
Email: 740 1		23-3483-	<u> 13</u>
PLM TAT: RUSH) SAME DAY NEXT DAY 20	PAY 3 DAY	/ / / / / / / / / / / / / / / / / / / /	
		4 DAY	5 DAY
10 10 10 10 10 10 10 10 10 10 10 10 10 1	PCM-AIR		
PLM EPA Method 600/R-93/116 -Appendix E to Subpart E of 40 CFR Part 763; Interim Method for the Determination of		SH 7400	
Aspestos in Bulk Insulation Samples.	SOIL/ROCK/VERM	HCULITE	
PLM NOB (<1%) Gravimetric	□ PLM	CARB 435- Level A (40	00 Point Count <0 25%)
Point Count Positive Stop Yes No	☐ PLM	CARB 435- Level B (10	000 Point Count < 0.1%)
400 w/o Gravimetric (<0.25%)	☐ Cincir	nnati Method EPA 600/F	R-04/004 by PLM
☐ 1000 w/o Gravimetric (0.1%)			
<ul><li>400 with Gravimetric (0.25%)</li><li>1000 with Gravimetric (&lt;0.1%)</li></ul>			
TEM: SAME DAY MEYT DAY 2DAY			
Control SDAY	*TEM Analysis is sub- been submitted by SEI	contracted. TAT starts a EML, unless otherwise r	fter PLM results have equested.
Sample ID Description/Location		Analysis Type	Comments
4.) NCTW/Mastic-12"-Tarew/brown+Wh	al specs/	PLM	
(Cateria)			
T. C.			
		<del></del>	
Relinquished by: Time/Date R	eceived by:		Time/Date
214 Cll 4PM/9-22-25	Julen	Jus	9/23/25 11:47
A The state of the	<i></i>	V	11 25125 11:47

SEEML Reference Number:

H-251103117

Date Issued: 11/10/2025



#### Southeast Environmental Microbiology Laboratories

410 W Grand Pkwy S, Suite 250 Katy, TX. 77494 Phone: 832-437-2667

#### Asbestos Analytical Report By: Polarized Light Microscopy

This report has been prepared for **Triterra** the information and data has been checked for thoroughness and accuracy. The results reported apply only to the materials as received. The documents(s) contained herein are confidential and privileged information intended for the exclusive use of the individual or entity named above. This report shall not be reproduced except in full without SEEML's approval.

Client Project Name: LSD-North Elementary

The Following report was prepared using this test method(s) contained within this document.

EPA 600/R-93/116- Method for the Determination of Asbestos in Bulk Building Materials - - 40 CFR Appendix E to Subpart E of Part 763, Interim Method of the Determination of Asbestos in Bulk Insulation Samples

PLM 400 Point Count (<0.25%) EPA 600/R-93/116

PLM 1000 Point Count (<0.1%) EPA 600/R-93/116

PLM Carb 435 Level A Reporting Limit (<0.25%)

PLM Carb 435 Level B (Reporting limit <0.1%)

PLM by EPA/600/R-93/116 with Milling Prep 400 Point Count

PLM Vermiculite Initial Screening EPA 600R-93/116

PLM Cincinnati Method 600/R-04/004 (Amphibole Only)

PLM Vermiculite Method SOF-V 198.8 (Step 1 Chrysotile & Prep)

Approved By: Shannon Ferguson

PLM Vermiculite Method SOF-V 198.8 (Step 2 (Amphibole)

Thank you for choosing SEEML Labs. We strive to provide superior quality testing, analytical data and customer service. SEEML is accredited through the National Institute of Standards and Technology (NIST) National Voluntary Accreditation Program (NVLAP) for bulk asbestos analysis NVLAP # 600385-0. This report must not be used to claim product certification, approval, or endorsement by NVLAP, NIST, or any agency of the US government.

SEEML Lat

#### Southeast Environmental Microbiology Laboratories - Asbestos Division

410 W Grand Pkwy S, Suite 250, Katy, TX. 77494 Phone: 832-437-2667, www.seeml.com

#### **PLM Asbestos Bulk Sample Summary**

		Triterra		Date Sampled:	10/30/2025
	1375 S	Washington Ave Ste 100		Date Received:	11/03/2025
	I	ansing, MI, 48910		Date Analyzed:	11/08/2025
		616-349-7344		Date Reported:	11/10/2025
				Date Revised:	
		25.		Project Name:	LSD-North Elementary
				Project No:	23-3483-T4
Analyzed by:		Shannon	Forgueon	Project Address:	333 E. Miller
Analyzed by.		Silailion	ergusori	City, State. ZIP:	Lansing, MI
Methodology:		EPA 600/R-93/116- Method for the Determination Appendix E to Subpart E of Part 763, Interim Me Insulation	thod of the Determination of Asbestos in Bulk	SEEML Ref#:	H-251103117
Client No.:		Description/Location	% Asbestos Type	% Fibrous Non-	% Non-Fibrous Material
Lab No.:		escription/Location	% Aspestos Type	Asbestos Material Type	% Non-Fibrous Material
5.1	(Yellow	) Adhesive/Carpet Adhesive-	None Detected	None Detected	1000/ Overnie Metric
H-251103117-539A	M-II-		None Detected	None Detected	100% Organic Matrix
5.2	(Yellow	) Adhesive/Carpet Adhesive-	None Detected	None Detected	100% Organic Matrix
H-251103117-540A		Yellow	None Detected	None Detected	100% Organic Matrix
6.1	(Orange	) Ceramic Tile/Ceramic FT-5"-	None Detected	None Detected	100% Binder/Filler
H-251103117-541A		Orange		None Detected	10070 Biridelyi ilici
6.1	(Grav)	Grout/Ceramic FT-5"-Orange	None Detected	None Detected	20% Carbon/Quartz,80%
H-251103117-541B	(0.07)	croad ceramic 11 5 Grange	Trone Detected	Hone Detected	Binder/Filler
6.2	(Orange	) Ceramic Tile/Ceramic FT-5"-	None Detected	None Detected	100% Binder/Filler
H-251103117-542A		Orange		Hone Detected	10070 Billiaci/Timel
6.2	(Grav)	Grout/Ceramic FT-5"-Orange	None Detected	None Detected	20% Carbon/Quartz,80%
H-251103117-542B	(0.2))	orday document of ordings		Tione Detected	Binder/Filler
7.1	(Grav) C	Concrete/Concrete Foundation	None Detected	None Detected	10% Carbon/Quartz,90%
H-251103117-543A	H-251103117-543A (Gray) Concrete/Concrete Foundation			2 300000	Binder/Filler
7.2 (Gray) Concrete/Concrete Foundation			None Detected	None Detected	10% Carbon/Quartz,90%
H-251103117-544A	(,)	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,			Binder/Filler
8.1	(Grav	v) VCT/VCT-12"-Light Gray	None Detected	None Detected	100% Organic Matrix
H-251103117-545A	(3,0)	, ,		Trong Decected	20070 Organio Flatrix

#### Approved By: Shannon Ferguson

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# SEEML Labs

#### Southeast Environmental Microbiology Laboratories - Asbestos Division

410 W Grand Pkwy S, Suite 250 , Katy, TX. 77494 Phone: 832-437-2667, www.seeml.com

#### **PLM Asbestos Bulk Sample Summary**

				**	
		Triterra	Date Sampled:	10/30/2025	
	1375 S	Washington Ave Ste 100		Date Received:	11/03/2025
	L	ansing, MI, 48910		Date Analyzed:	11/08/2025
		616-349-7344		Date Reported:	11/10/2025
				Date Revised:	(
				Project Name:	LSD-North Elementary
				Project No:	23-3483-T4
Analyzed by:		Shannon	Ferguson	Project Address:	333 E. Miller
Analyzed by:		Sildillion		City, State. ZIP:	Lansing, MI
Methodology:		EPA 600/R-93/116- Method for the Determination Appendix E to Subpart E of Part 763, Interim M Insulation	ethod of the Determination of Asbestos in Bulk	SEEML Ref#:	H-251103117
Client No.:		Description/Location	% Asbestos Type	% Fibrous Non-	% Non-Fibrous Material
Lab No.:		rescription/Location	% Asbestos Type	Asbestos Material Type	% Non-Fibrous Material
8.1	(Yellow	() Mastic/VCT-12"-Light Gray	None Detected	None Detected	100% Organic Matrix
H-251103117-545B				None Detected	100% Organic Matrix
8.1	(Clear) F	Fiberglass/VCT-12"-Light Gray	None Detected	100% Fiberglass	None Detected
H-251103117-545C	(5.55.)	- Light Gray		100 70 1 lbcl glass	None Detected
8.2	(Gray	/CT/VCT-12"-Light Gray None Detected		None Detected	100% Organic Matrix
H-251103117-546A		,, ,			20070 Organio Flatin
8.2	(Yellow	y) Mastic/VCT-12"-Light Gray	None Detected	None Detected	100% Organic Matrix
H-251103117-546B					
8.2	(Clear) F	Fiberglass/VCT-12"-Light Gray	None Detected	100% Fiberglass	None Detected
H-251103117-546C	<u> </u>				7 6. DISPRES.
9.1	(Gray	/) VCT/VCT-12"-Dark Gray	None Detected	None Detected	100% Organic Matrix
H-251103117-547A					•
9.1	(Yellow	) Mastic/VCT-12"-Dark Gray	None Detected	None Detected	100% Organic Matrix
70.0	H-251103117-547B				service at the control of the contro
9.1 (Clear) Fiberglass/VCT-12"-Dark Gray		None Detected	100% Fiberglass	None Detected	
H-251103117-547C		,			
9.2	(Gray	y) VCT/VCT-12"-Dark Gray	None Detected	None Detected	100% Organic Matrix
H-251103117-548A		- ·		7 10 N 6000 X	Liberto a la pela Principali di Grandina.

#### **Approved By: Shannon Ferguson**

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#### **PLM Asbestos Bulk Sample Summary**

		Triterra	•	Date Sampled:	10/30/2025
	1375 S	Washington Ave Ste 100		Date Received:	11/03/2025
	L	ansing, MI, 48910		Date Analyzed:	11/08/2025
		616-349-7344		Date Reported:	11/10/2025
				Date Revised:	
				Project Name:	LSD-North Elementary
				Project No:	23-3483-T4
Analyzed by:		Shannon	Ferguson	Project Address:	333 E. Miller
, maryzed by		Shannon	- Crguson	City, State. ZIP:	Lansing, MI
Methodology:		EPA 600/R-93/116- Method for the Determination Appendix E to Subpart E of Part 763, Interim M Insulation	ethod of the Determination of Asbestos in Bulk	SEEML Ref#:	H-251103117
Client No.:		Description/Location	% Asbestos Type	% Fibrous Non-	O/ Non Filmon Matarial
Lab No.:		rescription/Location	% Asbestos Type	Asbestos Material Type	% Non-Fibrous Material
9.2	(Vellow	v) Mastic/VCT-12"-Dark Gray	None Detected	None Detected	1000/ Overnie Mehric
H-251103117-548B	(TCIIOW	vy Mastic, VCT-12 -bank dray	None Detected	None Detected	100% Organic Matrix
9.2	(Clear) F	Fiberglass/VCT-12"-Dark Gray	None Detected	100% Fiberglass	None Detected
H-251103117-548C	(Glear)	nocigiass, ver 12 bank dray	Hone Beteeted	10070 Tiberglass	None Detected
10.1	(B	Blue) VCT/VCT-12"-Blue	None Detected	None Detected	100% Organic Matrix
H-251103117-549A	(-			Hone Detected	100 /0 Organic Flatrix
10.1	(Yell	low) Mastic/VCT-12"-Blue	None Detected	None Detected	100% Organic Matrix
H-251103117-549B				Hone Detected	100 70 Organic Flatin
10.1	(Clear	r) Fiberglass/VCT-12"-Blue	None Detected	100% Fiberglass	None Detected
H-251103117-549C			***************************************		
10.2	(В	Blue) VCT/VCT-12"-Blue	None Detected	None Detected	100% Organic Matrix
H-251103117-550A			1 200	5 300 00 00 00 00 00 00 00 00 00 00 00 00	3
10.2	(Yell	low) Mastic/VCT-12"-Blue	None Detected	None Detected	100% Organic Matrix
	H-251103117-550B				
11.1 (Gray) Ceramic Tile/Ceramic FT-5"-			None Detected	None Detected	100% Binder/Filler
H-251103117-551A		Gray		ay salah yanan yanada 100 (100 (100 (100 (100 (100 (100 (100	TO THE THE PARTY CONTROL OF THE SECOND SECON
11.1	(Gray)	Grout/Ceramic FT-5"-Gray	None Detected	None Detected	100% Binder/Filler
H-251103117-551B					

#### Approved By: Shannon Ferguson

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#### **PLM Asbestos Bulk Sample Summary**

		Triterra		Date Sampled:	10/30/2025	
	1375 S	Washington Ave Ste 100		Date Received:	11/03/2025	
	1	ansing, MI, 48910		Date Analyzed:	11/08/2025	
		616-349-7344		Date Reported:	11/10/2025	
				Date Revised:		
				Project Name:	LSD-North Elementary	
				Project No:	23-3483-T4	
Analyzed by:		Shannon	Ferguson	Project Address:	333 E. Miller	
/ Ilalyzed by:		Sildillion		City, State. ZIP:	Lansing, MI	
Methodology:		EPA 600/R-93/116- Method for the Determination Appendix E to Subpart E of Part 763, Interim Me Insulation	ethod of the Determination of Asbestos in Bulk	SEEML Ref#:	H-251103117	
Client No.:		Description/Location	% Asbestos Type	% Fibrous Non-	% Non-Fibrous Material	
Lab No.:		escription/Location	% Aspestos Type	Asbestos Material Type	% Non-Fibrous Material	
11.2	(Gray)	Ceramic Tile/Ceramic FT-5"-	None Detected	None Detected	1000/ Bindon/Fillon	
H-251103117-552A		Gray	None Detected	None Detected	100% Binder/Filler	
11.2	(Grav)	) Grout/Ceramic FT-5"-Gray	None Detected	None Detected	100% Binder/Filler	
H-251103117-552B	(Glay)	y drody ceramic 11-5 -dray	None Detected	None Detected	100% billder/Filler	
12.1	(Gray)	Ceramic Tile/Ceramic FT-12"-	None Detected	None Detected	100% Binder/Filler	
H-251103117-553A		Gray	Hone Detected	None Detected	10070 Biridel/Tillel	
12.1	(Grav)	Grout/Ceramic FT-12"-Gray	None Detected	None Detected	100% Binder/Filler	
H-251103117-553B	(0.0)	orday cordinie 11 12 Gray	Hone Beteeted	Hone Detected	100 % Biridel/Tillel	
12.2	(Gray)	Ceramic Tile/Ceramic FT-12"-	None Detected	None Detected	100% Binder/Filler	
H-251103117-554A		Gray		Trone Detected	23070 Billiaci/1 liici	
12.2	(Grav)	Grout/Ceramic FT-12"-Gray	None Detected	None Detected	100% Binder/Filler	
H-251103117-554B	(3.2/)		0100104	Tione Detected	10070 Billidel/Tillel	
13.1	(Tan)	VCT/VCT-12"-Tan w/Brown	None Detected	None Detected	100% Organic Matrix	
H-251103117-555A	**************************************			Tione Detected	20070 Organic Flattix	
13.1 (Black) Mastic/VCT-12"-Tan w/Brown			2% Chrysotile	None Detected	98% Organic Matrix	
H-251103117-555B	5			Hone Detected	35 70 Organic Madix	
13.2	() ()(	T-12"-Tan w/Brown Specs		POSITIVE STOP		
H-251103117-556A	1 0/10	12 . an my brown specs	FOSTITVE STOP			

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# SEEML Asbestos Chain-of-Custody Form 410 W. Grand Pkwy S. #250, Katy, Texas 77494

Ph: (832) 437-2667 WWW.SEEML.COM NVLAP Lab ID: 600385-0

Page 1 of 2

SEEMIL Ref#	H-251103117 .	Lab ID: 539	- 556	
Company:	To tema	Date Sample:	10-30-	- 25
Project Manager:	Vince Fountain	Project Name:	LSD- wort	
Address:	1375 S. Weishington	Project Location:	333 E.M	
City, State, Zip:				
Phone:	Cansing MI	Project No:	12 34622	
Email:	517-256-5708	***	23-3483-	14
PLM TAT: RUS	SH SAME DAY NEXT DAY 2D	AY 3 DAY	4 DAY	SDAY
PLM-Bulk:	Positive Stop Yes X No	PCM-AIR		
1		PCM-AIR		
	EPA Method 600/R-93/116 -Appendix E to Subpart E CFR Part 763; Interim Method for the Determination of		H 7400	
Asbes	stos in Bulk Insulation Samples.	SOIL/ROCK/VERM	ICULITE	
	NOB (<1%) Gravimetric			00 Point Count <0.25%)
Point Count	Positive Stop Yes No			000 Point Count < 0.1%)
7-2-2	/o Gravimetric (<0.25%)	☐ Cincin	nati Method EPA 600/I	R-04/004 by PLM
	w/o Gravimetric (0.1%)			
	ith Gravimetric (0.25%)  vith Gravimetric (<0.1%)			
TEM: SAME DAY	NEXT DAY 2DAY 3DAY 4DAY 5DAY	*TEM Analysis is sub-	contracted. TAT starts a	Ace DI M coults have
	DAT DAT JUST SURT		EML, unless otherwise	
Sample ID	Description/Location		Analysis Type	Comments
MASI	Corpet Adh-yellow			
6:1	E7 . F % - /			
10,2	wanse F7-05"- Orange/			
7.1 0	oncrete foundation			
7,2	ICT-17" - Light arm			
8.1	ICT-12"-light gray			
9.1	107-12"- Dark ging/			
9,2				
Relinquished by:	Time/Date 12pm F	Received by:		Time/Date
9	10-31-15	She -	L 41	1/2/2 2 1117)
$\sim$	11	// Wester	100-	72) 1100



SEEML Asbestos Chain-of-Custody Form 410 W. Grand Pkwy S. #250, Katy, Texas 77494 Ph: (832) 437-2667 WWW.SEEML.COM

NVLAP Lab ID: 600385-0

Page 2 of 2

SEEML Ref#	4-251103117	Lab ID:	C20 F51	
Company:	(1 2 ) (1 )	Date Sample:	539-556	
Project Manager:		Project Name:		
Address:		Project Location:		
City, State, Zip:		1 Toject Location.		
Phone:		Project No:		
Email:		Froject No:		
Sample ID	Description/Loc	ention		
10,11	167-12"-Blue	ation	Analysis Type	Comments
10.5				
- 11.1 Ce	rance FT 5"- Gruy	/		
12,1 Ca	ranic FT-12'- Gray			
16.17	,			
13,1 V	-T-12"- Tan W/ Brown	specs/		
13.2	•			
delinquished by:	Time/Date	Received by		/ Time/Date



APPENDIX C

SITE PHOTO LOG





Photo #: 1 Material #: 4 ACM
Subject: View of asbestos-containing tan VCT with brown and white specs.



Photo #:3 Material #: 6 Non-ACM Subject: View of orange ceramic floor tile.



Photo #:5 Material #: 8 Non-ACM Subject: View of 12"x12" light gray VCT.



Photo #:2 Material #: 5 Non-ACM Subject: View of yellow carpet mastic.



Photo #:4 Material #: 7 Non-ACM Subject: View of cement foundation.



Photo #:6 Material #: 9 Non-ACM Subject: View of 12"x12" dark gray VCT.





Material #: 10 Non-ACM Photo #: 7 Subject: View of 12"x12" blue VCT.





Photo #: 9 Material #: 12 Non-ACM Subject: View of 12"x12" gray ceramic floor tile.

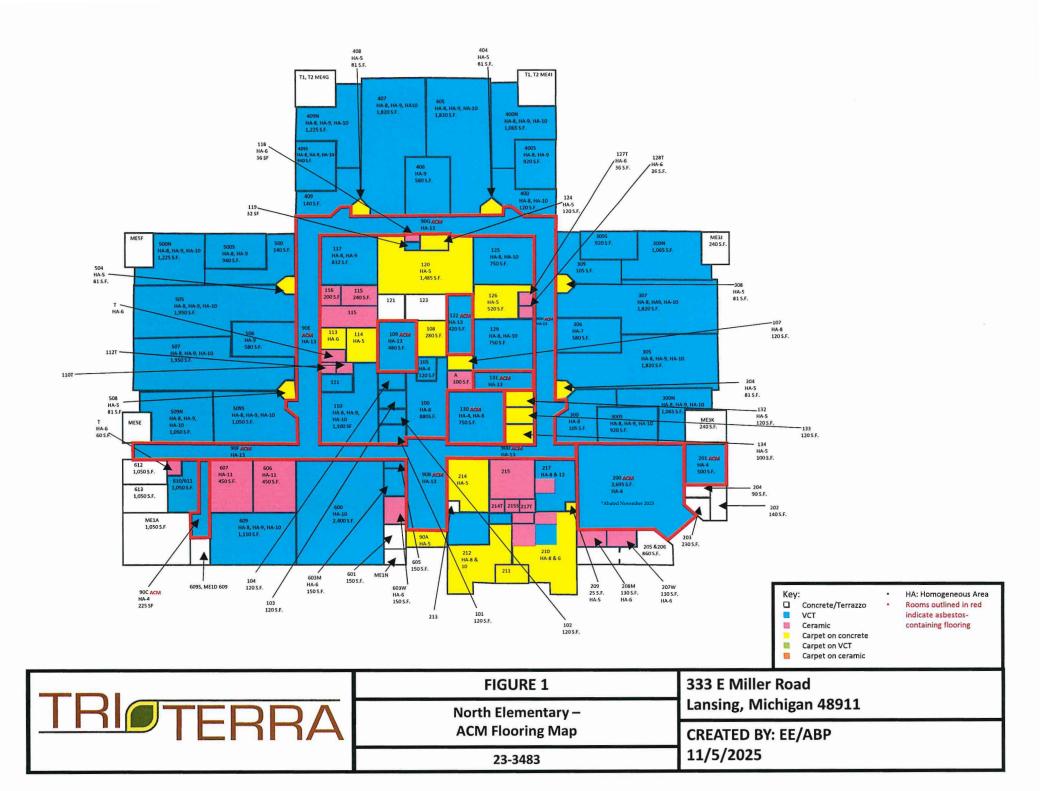


Photo #: 10 Material #: 13 **ACM** Subject: View of asbestos-containing 12"x12" tan VCT with brown specs.



#### FIGURE 1

**ACM FLOORING MAP** 





## **ASBESTOS ABATEMENT AIR MONITORING REPORT**

North Elementary School 333 East Miller Road, Lansing, Michigan 48911

Project No. 23-3483

December 23, 2025

#### **PREPARED FOR:**

Mr. Caleb Thelen **Lansing School District** 519 W. Kalamazoo Street Lansing, Michigan 48933

**PREPARED BY:** 









Kalamazoo Regional Office P.O. Box 233 Oshtemo, MI 49077





1375 S. Washington Avenue, Suite 100
Lansing, Michigan 48910
517-702-0470
www.triterra.us

December 23, 2025 Triterra Project #: 23-3483

Lansing School District Mr. Caleb Thelen 519 W. Kalamazoo Street Lansing , Michigan 48933

SUBJECT: Asbestos Abatement Air Monitoring Report - North Elementary School

333 East Miller Road, Lansing, MI 48933

Dear Mr. Thelen,

Triterra is pleased to present this industrial hygiene air monitoring report which documents asbestos air monitoring performed by Triterra on November 21, 2025, through November 26, 2025. Abatement activities were performed by GFL Environmental Inc., a State of Michigan licensed asbestos abatement contractor. All air monitoring activities were performed by Tami Haase, a State of Michigan accredited asbestos building inspector with National Institute for Occupational Safety & Health (NIOSH) 582 certification.

#### All air samples were within acceptable limits.

Employee Permissible Exposure Limits (PELs):

Eight hour time weighted average: ≤0.1 fibers/cubic centimeter

30 minute excursion limit: ≤1.0 fibers/cubic centimeter Perimeter area/clearance limit: ≤0.01 fibers/cubic centimeter

Triterra appreciates the opportunity to work with you on this project. If you have any questions regarding the information or data within the report, please feel free to contact us at (517) 702-0470.

Sincerely,

Tami Haase

Senior Industrial Hygiene

Jami Haase

Triterra, LLC



#### Asbestos Air Sample Data Phase Contrast Microscopy\*

Project No.: 23-3483

**Building: North Elementary School** 

Client: Lansing School District Contractor: GFL Environmental Inc.

Client Contact: Caleb Thelen

Contaminant: Airborne fibers greater than 5 microns in length

Date	Sample No.	Type Description	f/r	Start	Stop	Mins	Volume	fibers	fields	Fibers/Filter	Fibers/cc	TWA
11/21/25	1	FB Field Blank						0	100	<3,000		
11/21/25	2	FB Field Blank						0	100	<3,000		
	2	Personal Sample: M. Calero - Floor Tile Removal - Hand	t									
11/21/25	3	PS Tools - Café	2.0	08:40	11:40	180	360	8	100	4,000	0.01	
	4	Personal Sample: J. Martinez - Floor Tile Removal - Hai	nd									
11/21/25	5 4	PS Tools - Café	2.0	08:40	11:40	180	360	6.5	100	3,000	0.008	
	5	Excursion Limit: M. Calero - Floor Tile Removal - Hand										
11/21/25	5	EL Tools - Café	2.0	12:55	13:35	40	80	1	100	<3,000	<0.04	
		Excursion Limit: J. Martinez - Floor Tile Removal - Han	d									
11/21/25	6	EL Tools - Café	2.0	12:55	13:35	40	80	2	100	<3,000	<0.04	
		Personal Sample: M. Calero - Floor Tile Removal - Hand	t									
11/21/25	7	PS Tools - Café	2.0	13:35	16:11	156	312	6	100	3,000	0.01	
		Personal Sample: J. Martinez - Floor Tile Removal - Har	nd									
11/21/25	8	PS Tools - Café	2.0	13:35	16:11	156	312	5.5	100	3,000	0.01	
11/24/25	9	FB Field Blank						0	100	<3,000		
11/24/25	10	FB Field Blank						0	100	<3,000		
		Excursion Limit: J. Eberhard - Mastic Removal - Grinde	r -									
11/24/25	11	EL Café	2.0	08:15	08:45	30	60	1	100	<3,000	<0.05	
		Personal Sample: M. Calero - Floor Tile Removal - Hand	t									
11/24/25	12	PS Tools - Café	2.0	08:45	12:00	195	390	5	100	3,000	0.008	
11/24/25	13	IWA Inside Work Area: Mastic Removal	2.0	08:15	12:00	225	450	4	100	<3,000	<0.007	
		Personal Sample: J. Eberhard - Mastic Removal - Grind	er									
11/24/25	14	PS - Café	2.0	13:18	16:05	167	334	3	100	<3,000	<0.009	
11/24/25	15	IWA Inside Work Area: Mastic Removal	2.0	13:18	16:05	167	334	3	100	<3,000	<0.009	
11/25/25	16	FB Field Blank						0	100	<3,000		
11/25/25	17	FB Field Blank						0	100			
11/25/25	18	PS Personal Sample: J. Eberhard - Final Cleaning - Café	2.0	08:15	11:03	168	336	4	100	<3,000	<0.009	

#### **Sample Types**

BG = background EL = excursion limit

IWA = inside work area PA = post abatement

OWA = outside work area CL = clearance

PS = personal FB = field blank

\*Phase Contrast Microscopy (PCM) — Results are reported as fibers per cubic centimeter and depend on the volume of air sampled. PCM analysis is not asbestos fiber specific and will count all fibers meeting the methods criteria for fiber determination.



#### **Daily Hygienist Activity Page**

Date: Nov 21-26-2025

Project No.: 23-3483

Triterra Representative: Tami Haase

Building: North Elementary School	Contractor: GFL Environmental Inc.						
Client: Lansing School Distict Client Contact: Caleb Thelen			Contamin	ant: Airborne fibers greater than 5	microns in length		
Work Site Location(s)		Material Removed - Qu	<u>uantity</u>	Removal Method (Regulate	d Area Description )		
Café	VCT - 12"x12" ~ 2,566	S.F.		Hand Tools (AFDs, Critical E Tape, Proper Signage)	Barriers, Banner		
Café	Mastic ~ 2,566 S.F.			Grinder (AFDs, Critical Barra Tape, Proper Signage)	iers, Banner		
		Personal Protective Equ	ipment	f.			
√Vacuumed √Cleaned √Encapsulated Vacuumed		Unit Constructed /2 Face Neg. Pres. Resp ralls	PAR'S Safety Glasses Hearing Protection Fall Protection	☐ Hard Hats☐ Stored On-Site			
Water Amending Ager							
Lockdown Encapsulation Agent: Fosters PN	1		Abatement	Personnel			
Bridging Encapsulation Agent:		Supervisor: Al	an Schulz	Accred. No.	Accred. No. 42899		
Waste Handling and Disposal			Technicians / Accre	ditation Numbers			
✓ Double-Bagged ✓ Taken Off-Site by	Со	Nicholas Marx	36309	Eliezer Zeledon	61010		
✓ Labeled ☐ Fiber Drums		Leyman Urbina	63689	Jacob Eberhard	63445		
Fiber bruffis		John Schmierer	53351				
Amount of Waste: 111 Bags		Melvin Madrigal	61494				
·		Joel Martinez	60525				
✓ Visual Inspection Conducted		Marling Calero	60910				
	Vincent Gonzales	55239					
✓ Notification Required / Reviewed		Maynor Martinez	62827				

Comments

✓ Medical/Fit test/Training/Accred. Verified

37575 W HURON RIVER DRIVE RO MULUS, MICHIGAN 48174 (734) 955-6600 FAX: (734) 955-6604

To: Triterra

1375 S Washington Ave Ste 100

Lansing, MI 48910

**ETL Job**: 285393

Client Project: 23-3983-T5

Date Reported: 11/29/2025

Attention: Kyle Clark
Project Location: 333 E. Miller

North Elem

Lab ID	Client ID	Sample Type	Area Analyzed, mm <sup>2</sup>	rea Analyzed, mm <sup>2</sup> Sample Volume, L <sup>1</sup>		
1840752	37	Asbestos	0.0610	1278	11/29/2025	
1840753	38	Asbestos	0.0610	1278	11/29/2025	
1840754	39	Asbestos	0.0610	1278	11/29/2025	
1840755	40	Asbestos	0.0610	1278	11/29/2025	
1840756	41	Asbestos	0.0610	1278	11/29/2025	

Reviewed by:

**Dawson Bradley** 

 $<sup>^{\</sup>rm 1}$  Client provided data. This data is used in calculations and can impact results.  $^{\rm 2}$  40 CFR Appendix A to Subpart E of Part 763



#### **Certificate of Analysis**

Asbestos Fiber Analysis by TEM 40 CFR Appendix A to Subpart E of Part 763

ETL Job: 285393

Client Project : 23-3983-T5

Date Collected : 11/28/2025

**Date Received**: 11/28/2025

Location: 333 E. Miller

Emily Schroder

To: Triterra

North Elem

Lansing,MI 48910

1375 S Washington Ave Ste 100

Sample	Non-Asb Structures	Asbestos Type	Asbestos Structure (S) e >=0.5 - 5 μm >= 5 μm		Analytical Sensitivity (S/cc)	Asbestos Concentration S/mm² S/cc		
1840752 37	1		0	0	0.0049	<16.4	<0.0049	
Inside Cafeteria								
1840753 38	1		0	0	0.0049	<16.4	<0.0049	
Inside Cafeteria								
1840754 39	0		0	0	0.0049	<16.4	<0.0049	
Inside Cafeteria								
1840755 40	1		0	0	0.0049	<16.4	<0.0049	
Inside Cafeteria								
1840756 41	0		0	0	0.0049	<16.4	<0.0049	
Inside Cafeteria								

Analyst:

Lab Supervisor/Other Signatory Dawson Bradley