

July 1, 2026

**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

**July 16, 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-1859 Gardner Pavilion**

**BID DOCUMENTS WILL BE POSTED BY July 6, 2026**

**To obtain a copy of this request for bid please visit our web site at:**

**[www.lansingschools.net](http://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:

**[Projects@lansingschools.net](mailto:Projects@lansingschools.net)**, no later than 3:00 PM on Friday, July 10, 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

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Jon Laing  
Director of Procurement

**PRE-BID INFORMATION**

**There will be a Pre-Bid Meeting held Tuesday, July 7, 2026 at 9:00 AM at Gardner School 333 Dahlia Dr, Lansing, MI. Attendance is HIGHLY RECOMMENDED.**



Engineering  
& Design



# Lansing School District

## Gardner Pavilion

333 Dahlia Dr.  
Lansing, MI 48911

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**July 1, 2026**

Colliers Engineering & Design  
560 5th St NW, Suite 305  
Grand Rapids, MI 49504  
[www.colliersengineering.com](http://www.colliersengineering.com)



## **Lansing School District**

### **Gardner Pavilion**

333 Dahlia Dr.  
Lansing, MI 48911

## **DIVISION 0 - Procurement and Contracting Requirements**

**July 1, 2026**

Colliers Engineering & Design  
560 5th St NW, Suite 305  
Grand Rapids, MI 49504  
[www.colliersengineering.com](http://www.colliersengineering.com)

**VOLUME 1**

**Division 0 thru 1 – Applicable to all contracts**

**DIVISION 0 - PROCUREMENT AND CONTRACTING REQUIREMENTS**

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004313	BOARD OF EDUCATION POLICY
	<ul style="list-style-type: none"><li>• AFFIDAVIT OF BIDDER</li><li>• NON-DISCRIMINATION CERTIFICATION</li><li>• AFFIDAVIT OF BIDDER – NON-COLLUSION</li><li>• IRAN ECONOMIC SANCTIONS</li><li>• BID FORM</li></ul>

**DIVISION 1 - GENERAL REQUIREMENTS**

011000	SUMMARY
012500	SUBSTITUTION PROCEDURES
012900	PAYMENT PROCEDURES
013100	PROJECT MANAGEMENT AND COORDINATION
013300	SUBMITTAL PROCEDURES
014000	QUALITY REQUIREMENTS
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017300	EXECUTION
017700	CLOSEOUT PROCEDURES
017823	OPERATION AND MAINTENANCE DATA
017839	PROJECT RECORD DOCUMENTS
017900	DEMONSTRATION AND TRAINING
024116	SELECTIVE DEMOLITION

DOCUMENT 000115 - LIST OF DRAWING SHEETS

1.1 LIST OF DRAWINGS

- A. Drawings: Drawings consist of the Contract Drawings and other drawings listed on the Drawing Index separately bound drawing set titled Lansing School District, Gardner Pavilion Addition dated July 1, 2026.
  - 1. The applicable drawings for each Contract are as noted on the Drawing Index.
- B. The drawings for related contracts are listed on the Title Sheet for reference. Examine the drawings for related contracts to ascertain the relationship of the Work to the related contracts.

END OF DOCUMENT 000115

# INSTRUCTIONS TO BIDDERS

## **INSTRUCTIONS TO BIDDERS**

### EXAMINATION OF DOCUMENTS

Carefully examine and be familiar with the Contract Documents (as defined in Article 1.1 of the General Conditions).

Examine the information concerning subsurface or other latent physical conditions. It is presented in good faith but is not intended as a substitute for personal investigation, interpretations or judgment of the Contractor.

### VISIT TO THE SITE

Bidders will have an opportunity to visit the site of the work which will be coordinated through the design professional. See site address below:

Lansing School District  
333 Dahlia Drive  
Lansing, MI 48911

Attendance at the site visit is not mandatory but highly recommended in order to bid for the work. Contact one of the Designated Contacts listed on the Notice to Bidders at least 24 hours in advance of the site visit time to notify of your intent to attend.

Become familiar with restrictions and regulations relating to the work. Existing restrictions and regulations will not be considered as grounds for any additional cost over the Contract sum.

Contractor will be expected to assume the risk of encountering any subsurface or other latent physical condition which can be reasonably anticipated on the basis of documentary information provided by the Municipality and from inspection and examination of the site.

### RESOLUTION OF DISCREPANCIES AND AMBIGUITIES

Direct all questions regarding the intent or meaning of the drawings or specifications to the Design Professional as noted in the Notice to Bidders. Any reply to such an inquiry, including the initial questions, will be communicated by Addendum to all bidders who have obtained drawings and specifications. Inquiries that do not follow the above process will not be answered.

Interpretations of Contract Documents by Municipality personnel or the Design Professional are not binding.

### PREPARATION OF BIDS

Bidders shall submit bids on the bid form attached hereto, including the Non-Collusive/Procurement Lobbying Bidding Certification. Make no changes of any kind in the bid form phraseology, or anywhere on the bid form. Fill in all blank spaces legibly and in ink. All amounts shall be given in full in both writing

and also in figures. In case of a discrepancy between the amount written in words and that given in figures, the amount written in words is binding.

When the Contract Documents require alternate price quotations, indicate the amounts to be added to or deducted from the base bid. If the work is to be performed at no change in cost, indicate the word "NONE". Any bid which fails to indicate a sum or the word "NONE", shall be considered informal and may be rejected.

Sign the bid form in the space provided. An officer or a principal of a corporation or a partnership signing for the bidder shall print or type the legal name of the person, partnership or corporation on the line provided and place his or her signature after "SIGN BID HERE". The same procedure shall apply to the bid of a joint venture by two or more firms, except that the signature and title of an officer or a principal of each member firm of the joint venture shall be required.

Note in the spaces provided on the bid form, the Addenda, by numbers and dates, which have been received. If no Addenda have been received, insert the word "NONE".

#### BID SECURITY INFORMATION

Bid Security, in the amount of five percent (5%) of the total amount of the Bid, is required to be submitted with the bid as a guarantee that the bidder will enter into the Contract if awarded, and that the bidder will furnish all required information to enter into Contract within ten (10) days after receipt of notice of award. Bid Security shall consist of a bid bond or a certified check or a bank check drawn upon a legally incorporated bank or trust company and payable to the district. The bid bond must be from a Surety company approved by the State. The form of any bid bond and the surety issuing it shall be subject to the approval of the School District. The Bid Security of the two lowest bidders will be returned upon the acceptance of Performance and Payment Bonds and the execution of the Contract by the lowest bidder. The Bid Security of all other bidders will be returned as soon as possible after the low bidder is determined.

#### SUBMISSION OF BID

Submit Bid Form and Bid Security in a sealed envelope. All bids must be received at or before the time specified in the Notice to Bidders, at the place designated for bid opening.

A late bid will be considered if (1) its arrival at the place designated after the time specified can be shown by documentary or other proofs to be due to the mishandling by employees of the School District, and (2) that absent such mishandling, the bid would have arrived timely. Delays in the U.S. Mail or any other means of transmittal, including couriers or agents of the State, other than employees of the School District will not suffice to excuse late arrival.

A late bid not eligible for consideration will be returned unopened with notification of the reason for its refusal.

#### MODIFICATION OF BID

Bid modifications by amendment may be considered on condition that:

1. The amendment arrives before the time set for the bid opening.
2. The amendment is in writing and signed by the bidder.
3. The bid, as amended, conforms in all respects with the Contract Documents.

#### WITHDRAWAL OF BID

A bid may be withdrawn at any time prior to the time specified for opening.

After the bid opening, a bid may not be withdrawn prior to the date that is forty-five (45) days after such bid opening. Withdrawal of bid prior to such date would be cause for forfeiture of the Security Bond.

Notwithstanding the foregoing, after the bid opening, a bidder may request the withdrawal of the bid on the ground of demonstrable mistake in accordance with Michigan General Municipal Law. Upon prompt written application, the School District may conduct a hearing. Each element must be proven by clear and convincing evidence in order to justify withdrawal. The judgment of the School District shall be final and conclusive. Should the judgment be against allowing withdrawal, then the failure of the Contractor to proceed would be cause for forfeiture of their Bid Security.

#### DISQUALIFICATION OF BIDDERS

The School District reserves the right to disqualify bids, before or after opening, upon evidence of collusion with intent to defraud or other illegal practices upon the part of the bidder.

#### OPENING OF BIDS

Bids shall be opened as announced in the Notice to Bidders. Bidders or their authorized agents are invited to attend. The bids will be publicly opened.

#### AWARD OF CONTRACT

The Contract shall be awarded to the lowest responsible and reliable bidder as will best promote public interest unless all bids are rejected by the School District.

If alternates are included in the Bidder's bidding documents, the School District reserves the right to accept or reject any or all alternates. The lowest bid will be determined by the sum of the base bid and the accepted alternates in the manner prescribed on the Bid Form.

If alternate base bids are indicated in the bidding documents, the low bid will be determined by the lowest amount bid for any of the alternate base bids.

The School District reserves the right to reject any or all bids, and advertise new bids, if in its opinion the best interest of the School District will hereby be promoted. In the event that all bids are rejected, each bidder will be so notified.

No later than forty-five (45) days after the bid opening, the School District shall accept a bid or reject all

bids. Written notification of acceptance with the final Contract Documents shall be mailed or delivered to the selected bidder.

If the selected bidder fails to execute and return the Contract Documents without modification with the bidder's Performance and Payment Bonds and Certificate of Insurance, within ten (10) days of receipt of notification, the School District shall have the right to reject the bid and select next lowest bidder. In this case, the Bid Security of the first bidder shall be forfeited.

#### INFORMALITIES

Any bid which fails to conform to the requirements of the Contract Documents may be rejected.

The School District may waive any informality or afford the bidder an opportunity to remedy any deficiency resulting from a minor informality or irregularity.

#### DETERMINATION OF CONTRACTOR'S RESPONSIBILITY

1. Contractor shall at all times during the contract term remain a responsible vendor. Contractor agrees, if requested by the School District, to present evidence of its continuing legal authority to do business in the state of Michigan, its integrity, experience, ability, prior performance, and organizational and financial capacity to carry out the terms of this contract.
2. The School District reserves the right to suspend any or all activities under this contract, at any time, when the School District discovers information that calls into question the responsibility of Contractor. In the event of such suspension, Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, Contractor must comply with the terms of the suspension order. Contractual activities may resume at such time as the School District issues a written notice authorizing resumption of contractual activities.
3. Notwithstanding the provision of Article 15 of the General Conditions of the contract pertaining to Termination and Revocation, upon written notice to Contractor and a reasonable opportunity to be heard with appropriate School District staff, this contract may be terminated by the School District at Contractor's expense where Contractor is determined by the School District to be non-responsible. In such event, the School District may pursue available legal or equitable remedies for breach.

#### LIQUIDATED DAMAGES

Liquidated damages do not apply to this project

#### REFUND OF DEPOSIT FOR CONTRACT DOCUMENTS

Full refund of the deposit for one set of Contract Documents will be made to Bidders who return the Contract Documents in good condition within thirty (30) days following the award of the contract or rejection of the bids covered by such Contract Documents. Non-bidders who have placed deposits for any sets of Contract Documents will be refunded fifty percent (50%) of their deposit within thirty (30) days following the award of the contract or rejection of the bids covered by the Contract Documents.

Lansing School District  
Gardner Pavilion  
July 1, 2026



WORKERS' COMPENSATION INSURANCE AND DISABILITY BENEFITS REQUIREMENTS

A policy covering the obligations of the Contractor in accordance with the Workers' Compensation Law and the Disability Benefits Law covering all operations under the contract, whether performed by the contractor or the subcontractor is required for all contracts. See Article 21.4 and 21.5 of the General Conditions attached hereto. Special attention is called to the insurance requirements contained in the Supplementary Conditions for Contracts attached to the General Conditions as Appendix A.

Lansing School District  
Gardner Pavilion  
July 1, 2026



# GENERAL CONDITIONS

## **GENERAL CONDITIONS**

### Table of Articles

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4. Shop Drawings and Other Submittals
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22. Occupancy Prior to Completion and Acceptance
23. Payment
24. Audits and Records
25. NA Statutory Requirements for Restrictions on Contracts during the Procurement Process and Disclosure of Contacts and Responsibility of Offerors
26. NA No Assignment
27. Miscellaneous Provisions

### Appendices:

Appendix – NA

## ARTICLE 1 – THE CONTRACT DOCUMENTS

- 1.1 The “Contract Documents” are comprised of the following documents, in the following order of precedence all of which are hereby incorporated by reference and shall hereinafter be referenced as the “Contract.”
- General Conditions;
  - Agreement;
  - Technical Drawings;
  - Instructions to Bidders;
  - Notice to Bidders;
  - Performance Bond;
  - Payment Bond;
  - All Required Forms and Certificates of Insurance;
  - All Addenda issued prior to the receipt of bids.
- 1.2 The Contract Documents form the Contract. The Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and agreements, either written or oral.
- 1.3 The Contract may not be modified except in accordance with the General Conditions.

## ARTICLE 2 – DEFINED TERMS

- 2.1 The following terms shall have the meanings ascribed to them in this Article, wherever they appear in the Contract Documents.
- 2.2 The term “Bid” means the approved prepared bid form on which the Bidder is to submit or has submitted a bid for the Project contemplated.
- 2.3 The term “Bidder” means any individual, firm or corporation submitting a Bid for the Project contemplated, acting directly or through a duly authorized representative.
- 2.4 The term “Bid Security” means the collateral in the form of a certified check, bank check or bid bond to be furnished by the Bidder as a guarantee of his or her ability to procure the minimum equipment and liquid assets specified and that Bidder shall enter a Contract with the School District for the performance of the Work.
- 2.5 The term “Change Order” means a written order to the Contractor signed by the Contractor and the School District authorizing a Change in the Work or an adjustment in the Contract Sum or the Contract Time. The Contract Sum and the Contract Time may be changed only by Change Order.
- 2.6 The term “Comptroller” means the Comptroller of the State of Michigan.
- 2.7 The term “Contractor” means the person, firm, partnership or corporation executing the Contract or the successor or assignee of the Contractor approved in writing by the School District’s Representative.
- 2.8 The term “Days” shall mean calendar days.

- 2.9 The term "GOSR" shall mean the Governor's Office of Storm Recovery.
- 2.10 The term "Liquidated Damages" means the total amount of money to be assessed against the Contractor for delay in completion of the Contract. The total amount of such damages shall not exceed the amount per day stipulated in Article 14.10 times the numbers of Days completion is delayed, unless otherwise specified in the Notice to Bidders.
- 2.11 The term "Material" means any approved material acceptable to the School District and conforming to the requirements of the Technical Specifications and Drawings. All processes and materials shall at all times be open to inspection and testing by the School District and its authorized representatives.
- 2.12 The term "School District Representative" means the representative of the School District who will have general direction and supervision of the work. The School District may designate any person, persons, firm, partnership or corporation to act as School District Representative.
- 2.13 The term "School District" shall mean the Orchard View Schools.
- 2.14 The term "Offerer" shall mean the individual or entity, or any employee, agent of consultant or person acting on behalf of such individual or entity that contacts a governmental entity about a governmental procurement during the restricted period of such governmental procurement.
- 2.15 The term "Payment Bond" is a bond guaranteeing prompt payment of monies due to all persons furnishing labor or materials to the Contractor or any Contractor in the prosecution of the Work provided for as set forth in State Finance Law Section 137.
- 2.16 The term "Performance Bond" means a written guaranty from a third-party guarantor provided to the School District by Contractor upon the award of the Contract to ensure the full performance of the Work and completion of the Project as set forth in the Contract Documents. The form of the Performance Bond is subject to the approval of the School District.
- 2.17 The term "Physical Completion Date" means the date upon which the Contractor and the School District Representative agree that all deficiencies noted on the final inspection report have been corrected as evidenced by the issuance of the Physical Completion Report.
- 2.18 The term "Physical Completion Report" means the report issued by the School District Representative in which all the deficiencies in the Work are noted.
- 2.19 The term "Plan" or "Drawings" means an illustrated graphic that typically includes technical layout information, specification data, and details as required to facilitate the construction of an entire project or smaller unit of work.
- 2.20 The term "Premises" means all land, buildings, structures, or other items of any kind located around or adjacent to the Site and owned, occupied or otherwise used by the School District.
- 2.21 The term "Project" means Work at the site carried out pursuant to one or more sets of Contract Documents.
- 2.22 The term "Project Manual" means the combined Notice to Bidders, Instructions to Bidders, Bid Forms, Agreement Form, General Conditions, Appendix A – Supplementary Conditions for Contracts, Appendix B – Supplemental Instructions to Bidders for Participation by MWBE, the

Summary of and Implementation Guidelines for § 139-J of the State Finance Law, Other Sample Forms, Prevailing Wage Rates, the Technical Specifications and Drawings, and the Bid, issued prior to the receipt of bids.

- 2.23 The term "Provide" means to furnish and install, complete, in place and ready for operation and use.
- 2.24 The term "Samples" are physical examples submitted by the Contractor of materials, equipment or workmanship to establish a standard, which the Contractor is required to meet.
- 2.25 The term "Schedule of Values" means a breakdown of the Contract Sum in tabular form that lists the dollar value of individual work items. Schedule to be provided in enough detail to facilitate evaluation of the Payment Application by the School District.
- 2.26 The term "Shop Drawings" are drawings, diagrams, illustrations, schedules, test data, performance charts, cuts, brochures and other data which are prepared by the Contractor or any Contractor, manufacturer, supplier or distributor, and submitted by the Contractor and which illustrate a portion of the Work.
- 2.27 The term "Site" means the area within the contract limit lines as identified in the drawings, or adjacent areas designated in writing by the School District. Some contracts might involve separate and distinct sites.
- 2.28 The term "State" means the State of Michigan.
- 2.29 The term "Contractor" means a person, firm, partnership or corporation executing a portion of the Work for the "Contractor," who has the sole responsibility for his or her performance.
- 2.30 The term "Substantial Completion" means that the Work or major milestones thereof as contemplated by the terms of this Contract are sufficiently complete so that the Site can occupy or utilize the Work or designated portion thereof for the use for which it is intended.
- 2.31 The term "Surety" means the entity which is bound with and for the Contractor, and which is engaged to be responsible for the Contractor's acceptable performance of the Project for which he or she has contracted and for all Labor, Performance, and Material Bonds.
- 2.32 The term "Technical Specifications" means the body of directions and/or requirements contained in this document, together with all documents of any description, and agreements made (or to be made), pertaining to the methods (or manner), of performing the work and quality (as shown by test records) of accepted materials to be furnished under this Contract.
- 2.33 The term "Work" means the total sum of labor, supervision, materials and equipment necessary for the proper completion of the Contract as set forth in the Contract Documents.

### ARTICLE 3 – INTERPRETATION OF CONTRACT DOCUMENTS

- 3.1 The Technical Drawings are complementary, and what is called for by one shall be as binding as if called for by all. In all cases, labelled dimensions shall take precedence over scaled dimensions, and the larger scale details take precedence over smaller scale drawings. In the case of difference between Drawings and Technical Specifications, the Technical Specifications shall govern.
- 3.2 Upon his or her own initiative or the Contractor's written request, the School District may issue

written interpretation or drawings necessary for the proper execution or progress of the work which interpretation shall be consistent with and reasonably inferable from the Contract Documents.

- 3.3 The language of the Contract Documents is directed at the Contractor unless specifically stated otherwise.
- 3.4 The organization of the Technical Specifications into divisions, sections and articles, and the arrangement of Drawings shall not control the Contractor in dividing the Work among Contractors or in establishing the extent of Work to be performed by any trade.
- 3.5 In the event of conflicting provisions in the Contract Documents, the Technical Specifications shall take precedence over the Drawings.
- 3.6 If during the performance of the Work, the Contractor identifies a conflict in the Contract Documents, or a variation from any applicable statute, rule or regulation, the Contractor shall promptly notify the School District in writing of the conflict. The School District shall promptly acknowledge the notification in writing and advise the Contractor, pursuant to Paragraph 3.2 of these General Conditions, as to the interpretation to be followed in the performance of the Work.

#### ARTICLE 4 – SHOP DRAWINGS AND OTHER SUBMITTALS

- 4.1 Shop Drawings (see Article 2.26)
- 4.2 Product data are manufacturer's catalog sheets, brochures, standard diagrams, illustrations, schedules, performance charts, test data, standard schematic drawings, specifications and installation instructions.
- 4.3 Samples are physical examples submitted by the Contractor of materials, equipment or workmanship to establish a standard that the Contractor is required to meet.
- 4.4 The Contractor and the School District shall adhere to the submittal and scheduling requirements for Shop Drawings, product data and Samples set out in the Technical Specifications and Drawings.
- 4.5 By approving and submitting Shop Drawings and samples, the Contractor represents that the Contractor has determined and verified all field measurements, field construction criteria, materials, catalog numbers and similar data and that he or she has checked and coordinated each Shop Drawing and Sample with the requirements of the Contract Documents.
- 4.6 The School District's approval of Shop Drawings, product data and Samples shall not relieve the Contractor of responsibility for any deviation from the requirements of the Contract Documents unless the Contractor has previously informed the School District of the deviation in a separate writing at the time of submission and received written approval for the specific deviations. The School District's approval shall not relieve the Contractor from responsibility for errors or omissions in the shop drawings, product data or samples.
- 4.7 No portion of the Work requiring Shop Drawings, product data or Sample submission shall be commenced until the appropriate submission has been approved by the School District.
- 4.8 Any portions of the Work requiring Shop Drawings, product data and Samples shall be installed in accordance with the approved Shop Drawings, product data and Samples.

#### ARTICLE 5 – SCHEDULE

- 5.1 Each Contractor shall deliver to the School District and receive approval prior to commencing work, a detailed schedule concerning his or her operations upon the Project on a form acceptable to the School District, which shall indicate completion within the specified time frame, to the satisfaction of the School District.
- 5.2 During the term of this Agreement, the School District may require any Contractor to modify any schedules which he or she has submitted either before or after they are approved so that:
  - A. The Work or the Project may be properly progressed.
  - B. Changes in the Work or the Work of other Contractors are properly reflected in these schedules.

#### ARTICLE 6 – MATERIALS

- 6.1 All materials, equipment and articles used permanently in the Work that become the property of the School District shall be new unless specifically stated otherwise in the Contract.
- 6.2 Except where specifically provided otherwise, whenever any product is specified by the name, trade name, make, model or catalog number of any manufacturer or supplier, the intent is not to limit competition, but to establish a standard of quality that the School District has determined is necessary. The words "or equal" shall be deemed inserted in each instance. The Contractor may use any product equal to that named in the Contract Documents that is approved by the School District and which meets the requirements of the Contract Documents provided the Contractor gives timely notice of his or her intent in accordance with the submittal and scheduling requirements.
- 6.3 The Contractor shall have the burden of proving at the Contractor's own cost and expense to the satisfaction of the School District that the proposed product is equal to the named product. The School District may establish criteria for product approval. The School District Representative shall determine in his or her absolute discretion whether a proposed product is to be approved.
- 6.4 If the Contractor fails to comply with the provisions of this Article, or if the School District's Representative determines that the proposed product is not equal to that named, the Contractor shall supply the product named.
- 6.5 The Contractor shall have and make no claim for the extension of time or for damages because the School District Representative requires a reasonable period of time to consider a product proposed by the Contractor or because the School District Representative disapproves such a product.
- 6.6 Where optional materials or methods are specified, or where "or equal" submissions are approved, the Contractor shall make all adjustments to contingent work, whether the contingent work be the Work of its contract or the Work of another Contract, necessary to accommodate the option or "or equal" product it selects without extra or additional cost.
- 6.7 The Contractor shall within forty-eight (48) hours remove from the Premises all materials rejected by the School District as failing to conform to the Contract, whether incorporated in the Work or not, and the Contractor shall promptly substitute satisfactory materials in accordance with the Contract and without expense to the School District. In addition, the Contractor shall bear the

- expense of making good all work of other Contractors destroyed or damaged by such removal or replacement.
- 6.8 Royalties and patents: The Contractor shall pay all royalties and license fees. The Contractor shall defend all suits or claims for infringement of any patent rights and shall defend, indemnify and save the School District harmless from loss on account thereof, except that the School District shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified.
- 6.9 Asbestos Free Materials: All materials used for construction shall be free of asbestos containing materials. If asbestos is found in installed products not previously approved by the School District, then it will be the responsibility of the Contractor to abate the asbestos containing material and replace the work with new asbestos free materials at no cost to the School District.
- 6.10 The Contractor agrees that if the value of this Contract exceeds one hundred thousand dollars (\$100,000.00) all structural steel, reinforcing steel and other major steel items to be incorporate in the Work of this Contract shall be produced and made in whole or substantial part in the United States, its territories or possessions.

#### ARTICLE 7 – CONTRACTOR'S SUPERVISION

- 7.1 The Contractor shall designate a competent supervisor for the Work to represent the Contractor at the site at all times with authority to act for the Contractor ("Contractor's Representative"). The Contractor shall notify the School District in writing of the identity of the Contractor's Representative prior to the commencement of the Work. All directions given the Contractor's Representative shall be as binding as if given to the Contractor.
- 7.2 Should the School District deem any employee of the Contractor incompetent or negligent or for any cause unfit for his or her duty, the Contractor shall dismiss such employee and he or she shall not again be employed on the Work.
- 7.3 The Contractor's use of any Contractor shall not diminish the Contractor's obligations to complete the Work in accordance with the Contract. The Contractor shall control and coordinate the Work of its Contractors.
- 7.4 The Contractor shall be responsible for informing its Contractors and suppliers of all the terms, conditions and requirements of the Contract Documents.

#### ARTICLE 8 – USE OF PREMISES

- 8.1 If the Premises are occupied, the Contractor, the Contractor's Contractors and their employees shall comply with the regulations governing access to, operation of, and conduct while in or on the Premises and shall perform the Work in such a manner as not to unreasonably interrupt or interfere with the conduct of business.
- 8.2 The Contractor, the Contractor's Contractors and their employees shall not have access to or be admitted into any area of the Premises outside the Site except with the written permission of the School District.

#### ARTICLE 9 – PERMITS AND COMPLIANCE WITH APPLICABLE LAWS

- 9.1 The Contractor shall obtain, maintain and pay for all permits and licenses legally required and shall give all notices, pay all fees, and comply with all laws, rules and regulations applicable to the Work at no additional cost.
- 9.2 Contractor shall comply with all federal and state laws, codes and regulations applicable to the conduct of the activities authorized by this Contract.
- 9.3 If, in carrying out this Work, a harmful dust hazard is created for which appliances or methods for the elimination of harmful dust have been approved by the Industrial Board of Appeals, then the Contractor shall install, maintain and effectively operate such appliances and methods during the life of this Contract.
- 9.4 In accordance with Worker’s Compensation Law (WCL) §141-b (Suspension and Debarment), any person subject to a final assessment of civil fines or penalties or a stop- work order, or that has been convicted of a misdemeanor for a violation of WCL §§ 26 (Enforcement of Payment in Default), 52 (Effect of Failure to Secure Compensation) or 131 (Payroll Records), and any substantially-owned affiliated entity of such person, shall be ineligible to submit a bid on or be awarded any such public work contract or subcontract with the State, any School District corporation or public body for a period of one (1) year from the final determination or conviction. Any person convicted of a felony under Article 8 (Administration) of the WCL, or a misdemeanor under WCL §§125 (Job Description Prohibited Based on Prior Receipt of Benefits) and 125-a (Civil Enforcement) shall be ineligible to submit a bid or be awarded any public work contract or subcontract with the State, any School District corporation or public body for a period of five (5) years from such conviction.
- 9.5 During the term of this Contract, the Contractor agrees to report any observed or suspected illegal activity of its employees, agents or other third parties, to the School District, GOSR, the State Inspector General or other law enforcement agency. Failure to report criminal conduct associated with a contract awarded by the School District, shall be considered a material breach of this Contract and may provide grounds for disqualification of the subject Contractor or Contractor for award of future contracts. The Contractor shall include the provisions of this section in every subcontract, in such a manner that the provisions will be binding upon each Contractor as to work performed in connection with this Contract.

#### ARTICLE 10 – INSPECTION AND MATERIAL ACCEPTANCE

- 10.1 The School District will inspect and test the Work at reasonable times at the Site, unless the School District determines to make an inspection or test at the place of production, manufacture or shipment. Such inspection or test shall be conclusive as to whether the material and workmanship inspected or tested conforms to the requirements of the Contract. Such inspection or test shall not relieve the Contractor of responsibility for damage to or loss of the material prior to acceptance. Conducting inspections or tests shall not diminish the School District the right to reject the completed Work. The Contractor shall, without charge, promptly correct any Work the School District determines does not conform to the Contract Documents unless in the public interest the School District consents to accept such Work with an appropriate adjustment in the Contract price. The

- Contractor shall promptly remove rejected material from the Premises.
- 10.2 If the Contractor does not promptly correct rejected Work including the Work of another Contractor or Contractor destroyed or damaged by removal, replacement, or correction, the School District Representative may (1) correct such Work and charge the cost thereof to the Contractor; or (2) terminate the Contract in accordance with Article 15 of General Conditions.
- 10.3 The Contractor shall furnish promptly, without additional charge, all facilities, labor, material and equipment reasonably needed to perform in a safe and convenient manner such inspections and tests, as the School District Representative requires.
- 10.4 The Contractor shall keep the School District Representative informed of the progress of the Work and particularly when the Contractor intends to cover Work not yet inspected or tested. All inspection and tests by the School District Representative shall be performed in such manner as not to unreasonably delay the Work. The Contractor shall be charged with any additional cost of inspection when the Work is not ready at the time specified by the School District Representative for inspection.
- 10.5 Should the School District Representative determine at any time before acceptance of the entire Work to examine Work already completed by removing, uncovering or testing the same, the Contractor shall, on request, promptly furnish all necessary facilities, labor, materials and equipment to conduct such inspection, examination or test. If such Work is found to be defective or nonconforming in any material respect, the Contractor shall defray all the expenses of such examination and satisfactory reconstruction. If the Work is found to meet the requirements of the Contract Documents, the School District Representative shall compensate the Contractor for additional services involved in such examination and reconstruction. If completion of the Work has been delayed, the Contractor may request a suitable extension of time.
- 10.6 No previous inspection or certificates of payment shall relieve the Contractor from the obligation to perform the Work in accordance with the Contract Documents.
- 10.7 The Contractor shall remedy all defects, and pay for the cost of any damage to other Work resulting therefrom, notice of which shall have been provided within a period of one year from the Physical Completion Date in accordance with the General Conditions.

#### ARTICLE 11 – CHANGE ORDERS

- 11.1 The School District may make changes by altering, adding to or deducting from the Work, and adjusting the Contract price accordingly. All changes to the Work shall be executed in conformity with the terms and conditions of the Contract Documents unless otherwise provided in the Order on Contract. Any change in the Contract sum or time for completion shall be adjusted prior to issuing the Order on Contract.
- 11.2 No written or oral instructions shall be construed as directing a change in the Work unless in the form of an Order of Contract signed by the School District and the Contractor. The Order of Contract shall describe or enumerate the Work to be performed and state the price to be added to or deducted from the Contract sum. If the extent or cost of the Work is not determinable until after the changed Work is performed, the Order on Contract shall specify the method for determining the cost and extent of the changed Work when completed. If the Contractor

- disagrees as to any element of the Order on Contract, the Contractor shall indicate the disagreement in writing on the face of the Order on Contract and promptly proceed in accordance with the Order on Contract.
- 11.3 If the Contractor is directed to perform Work for which the Contractor believes he or she is entitled to an Order of Contract, the Contractor shall give the School District Representative prompt written notice and await instructions before proceeding to execute such Work. The School District Representative may order the Contractor to execute the Work and proceed under the Disputes Clause.
- 11.4 The value of any Order of Contract shall be determined by one or more of the following methods:
- A. By acceptance of prices negotiated or established based on estimated cost plus overhead and profit as applicable.
  - B. By prices specifically named in the Technical Specifications or Bid Form.
  - C. By acceptance of agreed unit prices based on estimated cost plus overhead and profit as applicable.
  - D. By estimate of the actual cost of labor and materials plus overhead and profit, cost to be determined as the work progresses.
  - E. By actual cost of labor and materials plus overhead and profit, cost to be determined as the work progresses.
  - F. By estimate of the value as deducible from the approved detailed estimate.
- 11.5 Overhead shall be defined as an allowance to compensate for all costs, charges and expenses, direct or indirect, except for the actual cost of labor and materials as defined by paragraph 11.6. Overhead shall be considered to include, but not limited to insurance (other than as mentioned in paragraph 11.6) bond or bonds, field and office supervisors and assistants above the level of foreman, use of small tools and minor equipment, incidental job burdens, general office expenses, etc.
- 11.6 Actual cost of labor and material shall be defined as the amount paid for the following costs, to the extent determined reasonable and necessary:
- A. Cost of materials delivered to the job site for incorporation into the Contract Work. The value of any material removed and disposed of by the Contractor shall be a credit to the School District.
  - B. Wages paid to workers and foreman and wage supplements paid to labor organizations in accordance with current labor agreements.
  - C. Premiums or taxes paid by the Contractor for Worker's compensation insurance, unemployment insurance, FICA tax and other payroll taxes as required by law, net of actual and anticipated refunds and rebates.
  - D. Sales taxes paid as required by law.
  - E. Allowance for use of construction equipment (exclusive of hand tools and minor equipment), as approved for use by the School District Representative.
    - i. Rented equipment will be paid for at the actual rental cost.

- ii. Gasoline, oil and grease required for operation and maintenance will be paid for at the actual cost.
  - iii. When, in the opinion of the Contractor, and as approved by the School District Representative, suitable equipment is not available on the site, the moving of said equipment to and from the site will be paid for at actual cost.
  - iv. Self-owned equipment, including equipment rented from controlled or affiliated companies. The rate on self-owned equipment used for periods of under five (5) days will be an hourly rate established by taking any published rate which is mutually acceptable to the Contractor and the School District Representative and determining an hourly rate on the basis of twenty-two (22) days per month and eight hours per day. Equipment used for periods of five (5) days or more will be billed at a rate equal to forty-five percent (45%) of the monthly rate. In the alternative, the School District Representative may approve for reimbursement a rate representing the allocable costs of ownership.
- 11.7 Regardless of the method used to determine the value of any Order of Contract, the Contractor will be required to submit evidence satisfactory to the School District Representative to substantiate each and every item that constitutes his or her proposal of the value of the change. The amounts allowed for overhead and profit shall not exceed the applicable percentages as established in the two following paragraphs.
- 11.8 If the work is done directly by the Contractor, overhead in an amount of ten percent (10%) may be added if method (a), (c), (d) or (e) is used, and to the cost of the labor and materials plus overhead there may be added ten percent (10%) for profit. The percentages for overhead and profit may vary accordingly to the nature, extent and complexity of the Work involved, but in no case shall exceed the percentages set forth in this paragraph and in paragraph 11.9. No percentages for overhead and profit will be allowed on payroll taxes or on the premium portion of overhead pay.
- 11.9 If the Work is done by a Contractor, Contractor's overhead in the amount of five percent (5%) may be added to the cost of labor and materials if method (a), (c), (d), and (e) is used and to the cost of labor and materials plus overhead there may be added ten percent (10%) for the Contractor's profit. No percentage for overhead and profit will be allowed on payroll taxes or on the premium portion of overtime pay. However, to the extent that the aggregate dollar value of Orders on Contract exceeds seventy-five thousand dollars (\$75,000.00), the ten percent (10%) overhead applied to total costs of labor and materials incurred by the prime Contractor shall be reduced to five percent (5%). In addition, on all individual Orders of Contract in excess of seventy-five thousand dollars (\$75,000.00), the overhead shall be no more than five percent (5%) of the total actual cost of labor and materials incurred by the Contractor, and the combined Contractor's overhead and profit allowance applied to subcontract billings shall be no more than five percent (5%).
- 11.10 The School District Representative shall determine by which of the foregoing methods of value of any changes shall be computed.
- 11.11 In computing the value of an Order on Contract which involved additions and deductions of Work and the added Work exceeds the omitted Work, overhead and profit shall be computed on the amount by which the cost of additional labor material exceeds the cost of the omitted labor and material, except no additional overhead and profit shall be allowed on value of work determined by method (b).

- 11.12 In computing the value of an Order of Contract which involves deductions and additions of Work and the omitted work exceeds the added Work, the Contractor will be allowed to retain the overhead and profit on the amount by which the omitted Work exceeds the added Work, except that no overhead and profit shall be retained on value of Work determined by method (b).
- 11.13 The Contractor may retain overhead and profit on an Order of Contract which involved deductions only, except that no overhead and profit shall be considered on value of Work determined by method (b).

#### ARTICLE 12 – SITE CONDITIONS

- 12.1 If the Contractor encounters subsurface or other latent physical conditions at the Site which differ substantially from those shown, described or indicated in such information provided in the Contract Documents or from any information which is a public record and which subsurface or other latent physical condition could not have been reasonably anticipated from that information or from the Contractor's own inspection and examination of the Site, the Contractor shall give immediate written notice to the School District Representative before any such condition is disturbed. The School District Representative shall promptly investigate and, if it is determined that the conditions substantially differ from those that should have been reasonably anticipated, shall make such changes in the Contract Documents as may be required. If necessary, the Contract sum and completion date shall be adjusted by Change Order, to reflect any increase or decrease in the cost of, or time required for, performance of the Contract.
- 12.2 The Contractor shall protect trees, shrubbery and other natural features or structures within the Premises from being cut, trimmed, or injured, unless directed by the School District Representative for preparing the Site for the Work. The Contractor shall prevent employees from tramping in the shrubbery and vehicles from being driven through wooded lands. When necessary, the Contractor shall protect trees adjacent to the premises in a matter satisfactory to the School District Representative.
- 12.3 The Contractor shall provide and replant at its own expense trees, shrubbery, and other natural features destroyed or damaged. The Contractor shall conduct its operations within the Premises as directed by the School District Representative.

#### ARTICLE 13 – SUSPENSION OF WORK

- 13.1 Suspension of Work: The School District Representative may order the Contractor in writing to suspend, delay, or interrupt performance of all or any part of the Work for a reasonable period of time as the School District Representative, in his or her sole discretion, may determine ("Suspension Order"). The order shall contain the reason or reasons for issuance that may include but shall not be limited to the following: latent field conditions, substantial program revisions, civil unrest, and acts of God.
- 13.1.1 Upon receipt of a Suspension Order, the Contractor shall, as soon as practicable, cease performance of the Work as ordered and take immediate affirmative measures to protect such Work from loss or damage.

- 13.1.2 The Contractor agrees that a suspension, interruption/delay of the performance of the Work pursuant to this Article shall not increase the cost of performance of the Work of this Contract.
- 13.1.3 A Suspension Order issued by the School District Representative pursuant to this Article shall have duration not to exceed thirty (30) days. If the Contractor is not directed to resume performance of the Work affected by said Suspension Order prior to the expiration of thirty (30) days, the Contract may be terminated for the convenience of the School District and the Contractor shall be reimbursed as provided by Article 15.
- 13.2 Stop Work Orders: If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, the School District Representative may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the School District Representative to stop the Work shall not give rise to any duty on the part of the School District Representative to exercise this right for the benefit of Contractor or any other party.
- 13.2.1 Contractor shall bear all direct, indirect and consequential costs of such order to Contractor to stop Work including but not limited to fees and charges of engineers, architects, attorneys and other professionals, any additional expenses incurred by the School District due to delays to others performing work under a separate contract with the School District Representative, and other contractual obligations, and Contractor shall further bear the responsibility for maintaining schedule and shall not be entitled to any extension of contract time or recovery of any delay damages due to the order to stop Work.
- 13.2.2 In the event that Contractor fails to pay such costs within thirty (30) days after receipt of an invoice from the School District, a Change Order or proposed Change Order may be issued incorporating the unpaid amount as an appropriate reduction in the Contract Price. If the parties are unable to agree as to the amount thereof, the Contractor may make a claim therefore as provided in Article 11 of the General Conditions.

#### ARTICLE 14 – TIME OF COMPLETION AND TERMINATION FOR CAUSE

- 14.1 All time limits set forth in this Contract are of the essence. Failure by the Contractor to meet with the Contract deadlines shall be cause for the School District to assess Liquidated Damages.
- 14.2 Termination for Cause. In addition to all other rights of termination provided by law and in this Contract, if any one or more of the following events shall occur, that is to say:
- 14.2.1 If Contractor commences a voluntary case under any chapter of the Bankruptcy Code, as now or hereafter in effect, or if Contractor takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency;
- 14.2.2 If a petition is filed against Contractor under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against Contractor under any other federal or state law in effect

- at the time relating to bankruptcy or insolvency;
- 14.2.3 If Contractor makes a general assignment for the benefit of creditors;
  - 14.2.4 If a trustee, receiver, custodian or agent of Contractor is appointed under applicable law or under contract, whose appointment or authority to take charge of property of Contractor is for the purpose of enforcing a lien against such property or for the purpose of general administration of such property for the benefit of Contractor's creditors;
  - 14.2.5 If Contractor admits in writing an inability to pay its debts generally as they become due;
  - 14.2.6 If Contractor fails to perform the Work in accordance with the Contract Documents, including, but not limited to, failure to supply sufficient skilled workers, or suitable materials or equipment, or failure to adhere to the progress schedule established under Article 5.1 as revised from time to time or failure to submit an updated schedule as required by Article 5.2;
  - 14.2.7 If Contractor disregards the authority of the School District Representative; or
- 14.3 If in the judgment of the School District Representative, the Contractor fails or refuses to prosecute the Work in accordance with the Contract, or fails to complete the Work within the time provided by the Contract, the School District Representative may terminate the Contract by written notice to the Contractor in the manner set forth in Article 28.2 herein and to the Surety in the manner set forth in the Performance Bond. In such event, the School District Representative shall direct the Surety to complete the Work. If the Surety fails or refuses to complete the Work, the School District Representative may take over the Work and prosecute it to completion by contract publicly let or otherwise, and may take possession of and utilize in completing the Work, such of the Contractor's materials, equipment and plant as may be on the Site of the Work. Whether or not the right to terminate is exercised, the Contractor and the Surety shall be liable for any damage to the School District resulting from the Contractor's failure or refusal to complete the Work in accordance with the Contract or his or her failure to complete the Work within the time provided by the Contract.
- 14.4 If the School District Representative terminates the Contract for failure to prosecute the Work, in addition to any damages provided for by law, the delay shall occasion the payment of damages by Contractor which shall consist of Liquidated Damages until the Work is physically completed, plus any increased costs the School District incurs in completing the Work.
- 14.5 The Contract shall not be so terminated nor the Contractor charged with resulting damage if:
- A. The delay in the completion of the Work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor including, but not restricted to, acts of God, acts of the public enemy, acts of another Contractor in the performance of a contract with the School District, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or delays of Contractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and such Contractors or suppliers; and
  - B. The Contractor shall notify the School District Representative in writing of the causes of delay within ten (10) days from when the Contractor knew or ought to have known of any such delay.

- 14.6 The School District Representative will ascertain the facts and the extent of the delay and extend the time for completing the Work when, in the School District Representative’s judgment, the findings of fact justify such an extension, and his or her findings of fact shall be final and conclusive on the parties, subject only to appeal as provided in these General Conditions.
- 14.7 If after notice of termination of the Contract, it is determined for any reason that the Contractor was not in default or that the delay was excusable, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the termination for convenience clause.
- 14.8 The rights and remedies of the School District provided in this clause are in addition to any other rights and remedies provided by law or under this Contract, provided that damages for delay incurred by the Contractor shall be as specified in Articles 14.3 and 14.4.
- 14.9 The School District reserves the right to terminate this Contract in the event it is found that the certification filed by the Contractor was intentionally false or intentionally incomplete. Upon such finding, the School District may exercise its termination right by providing written notification to the Contractor in accordance with the written notification terms of the Contract.
- 14.10 Liquidated Damages:  
 (NA\_Reserved)

<b>SCHEDULE OF LIQUIDATED DAMAGES</b>		
Original Total Contract Bid Price		Liquidated Damages per Calendar Day
<b>From More Than</b>	<b>To and Including</b>	

- 14.11 Contractor Responsibility:
  - A. Contractor shall at all times during the contract term remain a responsible vendor. Contractor agrees, if requested by the School District, to present evidence of its continuing legal authority to do business in the State of Michigan, its integrity, experience, ability, prior performance and organizational and financial capacity to carry out the terms of this contract.

- B. The School District reserves the right to suspend any or all activities under this contract, at any time, when the School District discovers information that calls into question the responsibility of Contractor. In the event of such suspension, Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, Contractor must comply with the terms of the suspension order. Contractual activities may resume at such time as the School District issues a written notice authorizing resumption of contractual activities.
- C. Notwithstanding the provision of Article 14 of the contract pertaining to Termination and Revocation, upon written notice to Contractor and a reasonable opportunity to be heard with appropriate School District staff, this contract may be terminated by the School District at Contractor's expense where Contractor is determined by the School District to be non-responsible. In such event, the School District may pursue available legal or equitable remedies for breach.

#### ARTICLE 15 – TERMINATION OF CONTRACTOR'S EMPLOYMENT FOR THE CONVENIENCE OF THE SCHOOL DISTRICT

- 15.1 The School District Representative may terminate this Contract whenever in the School District Representative's judgment the public interest so requires by delivering to the Contractor a notice of termination specifying the extent to which performance of Work under the Contract is terminated and the date upon which such termination becomes effective. Upon receipt of the notice of termination, the Contractor shall act promptly to minimize the expenses resulting from such termination. The School District shall pay the Contractor the sum of:
  - A. The costs actually incurred up to the effective date of such termination,
  - B. The cost of settling and paying claims arising out of the termination of Work under subcontracts or orders exclusive of the amounts paid or payable on account of supplies or materials delivered or services furnished by the Contractor prior to the effective date of the Notice of Termination of Work under this Contract, which amounts shall be included in the cost on account of which payment is made under (A) above, and
  - C. The rate of profit and overhead on (A) and (B). If the Contractor would have sustained a documentable loss on the entire Contract had it been completed, no profit shall be included or allowed under this subparagraph and an appropriate adjustment shall be made reducing the amount of the settlement to reflect the indicated rate of loss.
- 15.2 In no event shall the Contractor's compensation exceed the total Contract amount.
- 15.3 The amount of progress payments made to the Contractor prior to the date of termination was effective shall not be conclusive evidence of costs incurred, but progress payments shall be offset against any payment which the School District makes to the Contractor as a result of such termination.

#### ARTICLE 16 – DISPUTES

- 16.1 The Contractor shall submit any dispute relating to the performance of this Contract to the School District Representative, who shall reduce his or her decision to writing and furnish a copy thereof to

the Contractor. The Contractor shall submit the matter in dispute to the School District Representative in writing no more than fifteen (15) days after he or she knew or should have known of the facts which are the basis of the dispute. The decision of the School District Representative shall be final and conclusive unless within twenty (20) days from the date of receipt of the decision, the Contractor serves upon the School District Representative a written appeal by Certified Mail.

Upon appeal, the decision of the School District Representative shall be final and conclusive unless the decision is fraudulent, capricious, arbitrary or so grossly erroneous as necessarily to imply bad faith or is not supported by substantial evidence. In connection with any appeal proceeding held pursuant to this Article, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of his or her appeal. Pending final determination of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract in accordance with the School District Representative's decision. Nothing in this Contract shall be construed as making final the decision of any administrative official upon a question of law.

#### ARTICLE 17 – STATUTORY REQUIREMENTS FOR THE UTILIZATIONS OF MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES

17.1 The Contractor shall make a good faith effort to solicit active participation

#### ARTICLE 18 – SUBCONTRACTS

- 18.1 Before any part of the Contract shall be sublet, the Contractor shall submit to the School District Representative in writing the name of each proposed Contractor and supplier and obtain the School District Representative's written consent to such Contractor and supplier. The names shall be submitted in ample time to permit acceptance or rejection of each proposed Contractor by the School District Representative without causing delay in the work of the Project.
- 18.2 The Contractor's use of Contractors shall not diminish the Contractor's obligations to complete the work in accordance with the Contract. Each Contractor shall control and coordinate the work of his or her Contractors.
- 18.3 The Contractor shall be responsible for informing the Contractors of all the terms, conditions and requirements of the Contract Documents including, but not limited to the General Conditions and the Technical Specifications.

#### ARTICLE 19 - COORDINATION OF SEPARATE CONTRACTS (WICKS PROJECTS)

19.1 The School District may award other contracts related to the Work. In that event, the Contractor shall coordinate his or her work with the Work of other Contractors in such manner as the School District may direct. All Contractors shall exchange working drawings, examine them and report any interferences or objections to the School District Representative, in order to avoid delays. Each Contractor shall control and coordinate the work of his or her Contractors, if any. The School District shall approve or require the modification of the work schedules of all Contractors to the end that the

Project may be progressed as expeditiously as the case permits.

- 19.2 If any part of the Work depends for proper execution or results upon the work of any other Contractor, the Contractor shall inspect and promptly report in writing to the School District Representative any defects in such work. The failure to inspect and report shall constitute an acceptance of the other Contractor's work as fit and proper for the reception of the Contractor's Work.
- 19.3 The School District Representative shall issue appropriate directions and take such other measure to coordinate and progress the Work as may be reserved to the School District in the Contract, and which an ordinarily reasonable project owner in similar circumstances would be expected to take. However, the School District shall not be liable for mere errors in judgment as to the best course of action to adopt among the alternatives available in any given instance.
- 19.4 The award of more than one contract for the Project requires sequential or otherwise interrelated Contractor operations, and will involve inherent coordination in the progress of any individual Contractor's work. Accordingly, the School District cannot guarantee the unimpeded operations of any Contractor. Contractor acknowledges these conditions, and understands that he or she shall bear the risk of all ordinary delays caused by the presence or operations of other Contractors engaged upon the project, and ordinary delays attendant upon any School District approved construction schedule. Should a Contractor sustain damage through any act or omission of any other Contractor, the Contractor shall have no claim against the School District.
- 19.5 The School District shall not be liable for ordinary delays in any case nor for extraordinary delays that occur due to any Contractor's failure to comply with directions of the School District or because of the neglect, failure or inability of any Contractor to perform his or her work efficiently.
- 19.6 Any claim for extraordinary delay caused by an allegedly unreasonable or arbitrary act, or failure to act, by the School District Representative in the exercise of his or her responsibility for supervision and coordination of the Work, shall be waived, released and discharged unless the Contractor whose work is impeded or delayed thereby, shall give notice in writing to the School District Representative as promptly as possible and in sufficient time to permit the School District Representative to investigate appropriate instructions.
- 19.7 The neglect or refusal of a Contractor to comply with supervisory directions issued by the School District Representative pursuant to his or her responsibility for supervision of the Work shall constitute a failure to progress the work diligently in accordance with the Contract requirements and shall justify withholding payments otherwise due, or termination of the Contract as detailed in Article 15.
- 19.8 The Contractor shall indemnify the School District for damages recovered against the School District by another Contractor to the extent that any such claim or judgment is the proximate cause of the Contractor's failure to progress the work in accordance with Contract requirements.

#### ARTICLE 20 – RESPONSIBILITY FOR DAMAGE AND INDEMNIFICATION

- 20.1 The Contractor shall faithfully perform and complete all of the work required by the Contract, and has full responsibility for the following risks:
- (a) Loss or damage, direct or indirect; to the Work including the building or structure in which the

Work is being performed, or any other construction in progress, whether being performed by any other Contractor or by the School District, or to any plant, equipment, tools, materials or property furnished, used, installed, or received by the School District Representative under this Contract or any other contract. The Contractor shall bear all such risk of loss or damage, until all of the Work covered by the Contract has been finally accepted. In the event of such loss or damage, the Contractor shall forthwith repair, replace, and make good any such loss or damage without additional costs.

- (b) Injury to persons (including death resulting therefrom), or damage to property caused by an occurrence arising out of the performance of this Contract for which the Contractor may be liable under any theory of law.
- 20.2 Contractor assumes all risks in the performance of all activities authorized by this Contract and agrees to defend, indemnify and hold harmless the State of Michigan, the School District, their officers, employees, agents and assigns (hereinafter, collectively the "Indemnitees") from and against any and all claims, suits, losses, damage or injury to persons or property of whatsoever kind and nature, whether direct or indirect, caused or contributed to by Contractor and Contractor's Contractors, vendors, material suppliers, employees, agents, invitees and guests, and/or arising out of Contractor's conduct and/or Contractor's performance pursuant to this Contract, provided however that Contractor's indemnity shall not extend to any claims, liabilities, losses, damages, expenses, accidents or occurrences arising out of, relating to, or in connection with: (i) the negligence of any Indemnatee; or (ii) the Indemnitees' ordinary upkeep and maintenance of grounds and facilities outside of the Premises. Contractor shall defend at its sole cost and expense any action commenced for the purpose of asserting any claim of whatsoever character arising out of this Contract. Contractor's responsibility under this section shall not be limited to the required or available insurance coverage.
- 20.3 For all purposes hereunder, the School District, and the State shall not be liable for any injury, loss or damage to Contractor, its agents, servants, Contractors, vendors, invitees and guests, or to any person happening on, in or about the Premises or its appurtenances, nor for any injury or damage to the Premises or to any property belonging to Contractor or to any other person, that may be caused by fire, theft, breakage, vandalism or any other use or misuse or abuse of any portion of the Premises, including but not limited to any common areas, sidewalks, roads, or water in or adjacent to the Premises, or that may arise from any other cause whatsoever, unless, and only to the extent of the proportion of which any such injury, loss or damage is determined to be caused by the negligence of the School District or the State, respectively.
- 20.4 The School District and the State shall not be liable to Contractor, its agents, Contractors, vendors, invitees and guests, or any other person, for any failure of water supply, gas supply or electric current, nor for any injury or damage to any property of Contractor or any other person or to the Premises, caused by or resulting from spill or release of gasoline, oil, steam, gas, or electricity, or caused by leakage of any substance from pipes, appliances, sewers or plumbing works, or caused by hurricane, flood, tornado, wind or similar storm or disturbance, or caused by water, rain or snow that may leak or flow from the street, sewers or subsurface areas, or from any part of the Premises or any body of water within or adjacent to the Premises, or caused by any public or quasi-public work, unless, and only to the extent of the proportion by which any such injury, loss or damage is determined to be caused by the negligence of the School District or the State, respectively.

- 20.5 The School District or the State may retain such monies from the amount due the Contractor as may be necessary to satisfy any claim for damages recovered against the School District or the State, respectively. The Contractor's obligations under this paragraph shall not be deemed waived by the failure of the School District to retain the whole or any part of such monies due the Contractor, nor shall such obligation be deemed limited or discharged by the enumeration or procurement of any insurance for liability for damages imposed by law upon the Contractor, Contractor, the School District or the State.
- 20.6 The Contractor agrees to make no claim for damages in the performance of the Contract occasioned by any act or omission to act of the School District or its representatives, and agrees that any such claim shall be fully compensated for by an extension of time to complete performance of the Work as provided herein.
- 20.7 The Contractor shall not create or cause to be created any lien, encumbrance or charge upon the Premises, the School District or any part thereof. If any mechanics, laborers or similar statutory or common law lien (including tax liens, provided that the underlying tax is an obligation of Contractor by law or by a provision of this Contract) caused or created by Contractor is filed against the Premises, or if any public improvement lien created or caused to be created by Contractor is filed against any assets of, or funds appropriated by the School District, then Contractor shall, within forty-five (45) days after receipt of notice of the lien, cause it to be vacated or discharged of record by payment, deposit, bond, court order, or otherwise. However, Contractor shall not be required to discharge any such lien if Contractor shall have: (i) furnished the School District with, at Contractor's option, a cash deposit, bond, letter of credit (from an institutional lender in a form satisfactory to the School District), or other security reasonably satisfactory to the School District in an amount sufficient to discharge the lien and all applicable interest, penalties and/or costs; and (ii) brought an appropriate legal proceeding to discharge the lien and is prosecuting such proceeding with diligence and continuity; except that if despite Contractor's efforts to discharge the lien the School District reasonably believes the lien is about to be foreclosed and so notifies Contractor, Contractor shall immediately cause such lien to be discharged of record or the School District may use the security furnished by Contractor in order to discharge the lien.

#### ARTICLE 21 - INSURANCE

- 21.1 General Requirements
- A. Insurance coverage shall be provided only by an insurance carrier rated A-, Class VII or better throughout the term of this Contract. Such carrier shall be duly licensed in the State of Michigan.
  - B. All insurance policies and certificates shall include the following provision: "Consistent with the requirements of Contract Documents, the State of Michigan is an additional insured". Simply designating the State or School District as a "certificate holder" shall not constitute compliance with this section.
  - C. All insurance coverage shall be written such that the School District Representative is afforded at least thirty (30) days prior notice of cancellation of any insurance. No policy shall be changed by endorsement without the knowledge and consent of the School District Representative, and, in particular, any notice of cancellation by the insurer shall not be effective until thirty (30) days

after the said notice is actually received by the School District Representative. Any notice shall be addressed to the School District Representative and shall be mailed via certified or registered mail and copied to the School District as set forth in Article 28.2.

- D. Before commencing the Work, the Contractor shall furnish to the School District Representative a certificate or certificates of insurance showing that the Contractor has complied with this clause. In addition, for policies expiring on a fixed date before final acceptance, certificates of insurance showing their renewal must be filed not less than thirty (30) days before such expiration date.
- E. Contractor shall notify the School District of any accidents and/or claims, including without limitation accidents or claims involving bodily injury, death or property damage, arising on or within the Premises. Such notice shall be provided in writing as soon as practicable, however in any event within five (5) days of Contractor’s receipt of notice of the accident or claim.

21.2 Liability Insurance

- A. Contractor shall procure and maintain without interruption, at its sole cost and expense, during the term of this Contract (or any extensions thereof) and for a period of two years thereafter, insurance of the type, and with limits and deductibles, as follows:
  - i. Commercial General Liability Insurance and Excess Liability Insurance. Providing both bodily injury (including death) and property damage insurance with limits in the aggregate and per occurrence in accordance with the following table:

Construction Contract Value	Commercial General Liability in combination with Excess (Umbrella) Liability	
	Each Occurrence	General Aggregate
< \$10M	\$2,000,000	\$2,000,000
> \$10M - \$50M	\$5,000,000	\$5,000,000
> \$50M	\$10,000,000	\$10,000,000

Such insurance is to be written on an occurrence basis with defense outside of limits. The School District shall be named as an additional insured. The minimum required level of insurance may be provided through a combination of commercial general liability and umbrella and/or excess liability policies.

- ii. Automobile Liability and Property Damage Insurance. In an amount not less than one million dollars (\$1,000,000.00) combined single limit for both Bodily Injury and Property Damage.
- iii. Professional Liability. If the Contractor is engaged in providing professional services under this Contract, professional errors and omissions coverage with a limit not less than two million dollars (\$2,000,000.00) in the aggregate and one million dollars (\$1,000,000.00) per occurrence. If the Contractor is not engaged in providing professional services under this Contract, this professional errors and omissions coverage is not required.

- B. In addition to the foregoing, Contractor and any Contractors shall procure and maintain any and all insurance which is required by any applicable current or future law, rule, regulation, ordinance, permit, license, order or other legal requirement.
- C. All insurance shall be primary and non-contributory and shall waive subrogation against the School District and all of either of their former, current, or future officers, directors, and employees. No deductible of more than fifty thousand dollars (\$50,000.00) shall be permitted without advance written approval by the School District, which the School District may withhold, condition or deny in its sole and exclusive discretion.
- D. The Contractor shall provide Certificates of Insurance to the School District prior to the commencement of work and shall provide full and complete copies of the actual policies and all endorsements upon request. Contractors under this Contract shall be required to maintain insurance meeting all of the requirements set forth in Section (A.) above for items (i)-(iii); however Contractor shall require Contractors to maintain greater limits and/or other or additional insurance coverages if greater limits and/or other or additional insurance coverages are (a) generally imposed by the Contractor given its normal course of business for subcontracts for similar work or services to those being provided by the Contractor at issue; or (b) reasonable and customary in the industry for similar work or services to those anticipated hereunder.

21.3 Builder's Risk Insurance.

- A. The Contractor shall maintain builder's risk insurance for the completed value of the Contract on the All Risk Form. Builder's Risk insurance applies only to contracts that involve buildings or structures being constructed, erected or fabricated.
- B. In case the School District shall occupy all or any part of any building or buildings included in the Contract prior to the issuance of the final certificate of occupancy, the Contractor shall notify the fire insurance company or companies. Such occupancy by the School District shall not require consent of the insurer nor shall the insurer require any rate adjustment as a result of such occupancy.

21.4 Worker's Compensation.

Proof of Compliance with Workers' Compensation Coverage Requirements: An ACORD form is NOT acceptable proof of workers' compensation coverage. Contractor shall provide to the School District one of the following forms for itself and any Contractor prior to award:

**Form C-105.2 (9/07)** if coverage is provided by the Contractor's insurance carrier, Contractor must request its carrier to send this form to the School District, or

**Form U-26.3** if coverage is provided by the State Insurance Fund, Contractor must request this be sent to the School District

**Form SI-12** Certificate of Workers' Compensation Self-Insurance

**Form GSI-105.2** Certificate of Participation in Workers' Compensation Group Self Insurance

In accordance with the State of Michigan this Contract shall be void and of no effect unless the Contractor secures compensation for the benefit of, and keeps insured during the life of the Contract, and employees engaged on the Project.

21.5 Disability Benefits. Proof of Compliance with Disability Benefits Coverage Requirements: An ACORD is NOT acceptable proof of disability benefits coverage. Contractor shall provide to the School District one of the following forms for itself and any Contractor prior to award:

**Form DB-120.1**, Certificate of Disability Benefits Insurance

**Form DB-155**, Certificate of Disability Benefits Self Insurance

#### ARTICLE 22 - OCCUPANCY PRIOR TO COMPLETION AND ACCEPTANCE

22.1 The School District shall have the right to take possession of or use any completed or partially completed portion of the Work. Written notice of such possession shall be given to the Contractor by the School District Representative. The notice shall identify the date when such possession shall commence and the area, equipment or system involved. Written notice shall also be given to the Contractor for any cessation of such possession by the School District. Such possession or use shall not be deemed an acceptance of any Work. While the School District is in such possession, the Contractor, notwithstanding the provisions of Article 20 of the Contract, shall be relieved of the responsibility for the risk of loss or damage to the Work except for that resulting from the Contractor's fault or negligence. If such possession or use by the School District delays the progress of the Work or causes additional expense to the Contractor, an adjustment in the Contract price and/or the time of completion shall be made and the Contract modified in writing accordingly. The provisions relating to an adjustment in the Contract price or the time of completion contained in this paragraph shall not apply to occupancy or possession after Substantial Completion.

#### ARTICLE 23 – PAYMENT

23.1 The Contractor may submit monthly payment applications, or more frequently if permitted by making a request in writing to the School District Representative, a requisition for a progress payment for Work performed and materials furnished to the date of the requisition, less any amount previously paid to the Contractor. Except as otherwise provided by this Contract, the School District shall approve and pay the requisition for the progress payment less an amount necessary to satisfy any claims, liens or judgments against the Contractor which have not been suitably discharged and less any amount authorized by law or Contract to be retained. The requisition shall be in such form and supported by such evidence and backup documentation as the School District Representative may require.

23.2 The Contractor agrees that, if the Contract Documents for this Contract include Performance and Payment Bonds, the School District shall retain five percent (5%) of the amount of each progress payment in accordance with Section 139-f of the State Finance Law. The Contractor further agrees that, if the Contract Documents for this Contract do not include Performance and Payment Bonds, the School District shall retain ten percent (10%) of the amount of each progress payment in accordance with Section 139-f of the State Finance Law.

23.3 All requisitions for payments shall be submitted to the School District Representative. The School District Representative shall notify the Contractor of any defect in any requisition within twenty (20) days of the receipt of such requisition and shall complete the review and audit of each complete

- requisition within forty-five (45) days of receipt thereof.
- 23.4 The School District may refuse to approve the requisition or a portion thereof if in the School District Representative's or School District's judgment the Contractor is failing or refusing to prosecute the Work in accordance with the Contract.
- 23.5 Payment may be made for approved materials not yet incorporated in the Work in accordance with the Schedule of Values and Section 139(f) of the State Finance Law. Requisitions, which require payment for materials, shall be accompanied by a notarized statement certifying that the materials for which payment is requisitioned are the Contractor's property and have been suitably stored and insured. The Contractor shall provide such evidence of the value of the material stored as the School District Representative may reasonably require. The Contractor shall have full continuing responsibility to insure and protect such materials and maintain them in proper condition to fulfill Contract requirements when installed.
- 23.6 When the Work is substantially completed, the Contractor shall submit to the School District Representative a requisition for payment of the remaining amount of the Contract balance. Upon receipt of such requisition the School District shall, except as otherwise provided by this Contract, approve and pay the remaining amount of the Contract balance less two (2) times the value of any remaining items to be completed and an amount necessary to satisfy any claims, liens or judgments against the Contractor which have not been suitably discharged. As the remaining items of Work are satisfactorily completed or corrected, the School District shall approve, upon receipt of a requisition, for these remaining items less an amount necessary to satisfy any claims, liens or judgments against the Contractor, which have not been suitably discharged.
- 23.7 The final payment will not be issued until all the labor and material required by the Contract has been furnished and completed, all disputes relating to the performance of the Contract considered and disposed of and all accounts for extra work and materials and allowances for omissions have been rendered and considered.
- 23.8 The final payment will constitute the acceptance of the Work by the School District except as to Work thereafter found to be defective. The date of such certificate shall be regarded as the date of acceptance of the Work.
- 23.9 No payment will be made to a foreign Contractor until the Contractor furnishes satisfactory proof that he or she has paid all taxes required of foreign Contractors under the provisions of the Tax Law. A foreign Contractor as used in this paragraph shall mean a Contractor denominated "foreign" by the Tax Law.
- 23.10 Acceptance by the Contractor, or by anyone claiming by or through him or her, of the final payment shall constitute and operate as a release to the School District from any and all claims of any liability to the Contractor for anything theretofore done or furnished for or relating to or arising out of the work done thereunder, and for any prior act, neglect, or default on the part of the School District or any of its officers, agents, or employees unless the Contractor serves a detailed and verified statement of claim upon the School District not later than forty (40) days after the mailing of such final payment. Such statement shall specify the items and details upon which the claim will be based and any such claim shall be limited to such items. Should the Contractor refuse to accept the final payment as tendered by the School District, it shall constitute a waiver of any right to interest thereon.

- 23.11 The Contractor is advised that consistent with Subdivision 3-a, of Section 220 of the Labor Law, the filing of certified payroll records is a condition precedent to payment of any sums due and owing to any person performing work on this project. The failure to file pursuant to this section will result in a payment delay until the filing occurs.
- 23.12 The Contractor acknowledges that it shall not receive payment on any requests for payment unless the Contractor complies with the School District's electronic payment deposit procedures. Payments requested by the Contractor shall only be facilitated via electronic deposit, except where the School District has expressly authorized payment by paper check.

#### ARTICLE 24 – AUDITS AND RECORDS

- 24.1 The Contractor shall maintain on the Site the original certified payrolls or certified transcripts thereof, subscribed and affirmed by the Contractor and all Contractors as true under the penalties of perjury, showing the hours and days worked by each worker, laborer or mechanic, the occupation at which he or she worked, the hourly wage rate paid and the supplements paid or provided. The Contractor shall maintain with the payrolls or transcripts thereof, the statements signed by each worker pursuant to Article 25 of the General Conditions.
- 24.2 The School District and their representatives who are employees of the State shall have the right to examine all books, records, documents, and other data of the Contractor, any Contractor, materialmen or suppliers relating to the bidding, pricing or performance of this Contract or any change or modification thereto for the purpose of evaluating the accuracy, completeness, and currency of the cost or pricing data submitted. This right of examination shall extend to all documents necessary to permit adequate evaluation of the cost or pricing data submitted along with the computations and projections used therein.
- 24.3 The above materials shall be made available at the office of the Contractor, Contractors, materialmen or suppliers at all reasonable times for inspection, audit or reproduction until the expiration of six (6) years from the date of the final certificate for the Contract.
- 24.4 If this Contract is completely or partially terminated, the records relating to the Work terminated shall be made available for a period of six (6) years from the date of any resulting final settlement.
- 24.5 Records that relate to the Disputes Clause of this Contract or litigation or the settlement of claims arising out of the performance of this Contract shall be made available until the disposal of such appeals, litigation or claims.
- 24.6 The Contractor shall insert a clause containing all of the provisions of Article 24 in all subcontracts or purchase orders issued hereunder.
- 24.7 The Contractor shall make available to the School District, upon written request, all records required to be kept by Article 3-A of the Lien Law. The failure to provide said records upon the receipt of the written request shall bar any recovery for claimed extra or additional costs under this Contract.

ARTICLE 25 – (Not Applicable)

ARTICLE 26 – (Not Applicable)

ARTICLE 27 – (No Assignment)

27.1 In accordance with the provisions of Section 109 of the General School District Law, the Contractor is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of its right, title or interest in this Agreement, or its power to execute this Agreement, to any other person or corporation without the previous consent in writing of the School District.

#### ARTICLE 28 – MISCELLANEOUS PROVISIONS

28.1 Commencement of Actions: The time, as prescribed by law, within which an action on the contract against the Contractor must be commenced shall be computed from the date of completion of physical work. The Contractor shall notify the School District in writing that the physical work of the contract has been completed by specifying a completion date, which date shall be no more than thirty (30) days prior to the date of such notice. The completion date set forth in such notice shall be deemed the date of completion of the physical work unless the School District, within thirty (30) days of receipt of such notice, notifies the Contractor of a dispute in writing. Any notice pursuant to this paragraph shall be sent by the Contractor by Certified Mail and sent to the parties set forth in the Notice provision of this Article.

28.1.1 In the event that the Contractor fails to provide notice as set forth herein or the School District disputes the completion date in the manner provided for herein, the date of completion of the physical work shall be determined in any other manner provided by law.

28.1.2 Choice of Law/Damages: This Contract shall be governed and interpreted in accordance with the laws of the State of Michigan. Any and all claims against the State, the School District, the School District Representative, employees, officers or agents arising out of this Contract shall be limited to money damages and commenced exclusively in, and subject to the jurisdiction of the Michigan State Court of Claims. Any such claim shall not be removed to federal court.

#### 28.2 Notice

A. Unless otherwise indicated in these General Conditions, all notices permitted or required hereunder shall be in writing and shall be transmitted either:

- i. via certified or registered United States mail, return receipt requested;
- ii. by facsimile transmission;
- iii. by personal delivery;
- iv. by expedited delivery service; or
- v. by e-mail.

Such notices shall be addressed as follows or to such different addresses as the parties may from time-to-time designate:

If to the School District:

Lansing School District  
519 West Kalamazoo  
Lansing MI, 48933

- B. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.
  - C. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Contract by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Contract. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.
- 28.3 Severability: If any provision, term or condition of this contract is held to be invalid, illegal, or unenforceable, such determination shall not affect the validity, legality or enforceability of any other part of this Contract and the remaining parts of this Contract shall be enforced as if the invalid, illegal or unenforceable provisions, terms or conditions are not contained herein.
- 28.4 Integration Clause: This Contract shall not be materially amended, changed or otherwise modified except in writing signed by both parties. Except to the extent that documents are incorporated herein by reference, this Contract constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior agreements and understandings of the parties in connection therewith. No covenant, representation or condition not expressed herein shall be effective to interpret, change or restrict the express provisions of this Contract.
- 28.5 Signage: All construction sites must include a sign including all of the items required by applicable law, rule or regulation. All construction signs must also include the name of the project, the name of the School District, and a phone number for the public to call to obtain information about the project. This phone number will be maintained by the School District.

#### APPENDICES

29. The following appendices are attached hereto and hereby made a part of this agreement as if set forth fully herein:
- (a) NA

## SECTION 012500 - SUBSTITUTION PROCEDURES

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for substitutions.
- B. Related Requirements:
  - 1. Document 002600 "Procurement Substitution Procedures" for requirements for substitution requests prior to award of Contract.
  - 2. Section 016000 "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.

#### 1.2 DEFINITIONS

- A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
  - 1. 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.
  - 2. 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.

#### 1.3 ACTION SUBMITTALS

- A. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
  - 1. Substitution Request Form: Use form acceptable to Architect.
  - 2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
    - a. Statement indicating why specified product or fabrication, or installation method cannot be provided, if applicable.
    - b. 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.
    - c. Detailed comparison of significant qualities of proposed substitutions with those of the Work specified. Include annotated copy of applicable Specification Section. 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.
    - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
    - e. Samples, where applicable or requested.
    - f. Certificates and qualification data, where applicable or requested.



- a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
  - b. Substitution request is fully documented and properly submitted.
  - c. Requested substitution will not adversely affect Contractor's construction schedule.
  - d. Requested substitution has received necessary approvals of authorities having jurisdiction.
  - e. Requested substitution is compatible with other portions of the Work.
  - f. Requested substitution has been coordinated with other portions of the Work.
  - g. Requested substitution provides specified warranty.
  - h. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.
- B. Substitutions for Convenience: Not allowed unless otherwise indicated.
- C. Substitutions for Convenience: Architect will consider requests for substitution if received within thirty (30) days after the Notice to Proceed. Requests received after that time may be considered or rejected at discretion of Architect.
1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
    - a. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
    - b. Requested substitution does not require extensive revisions to the Contract Documents.
    - c. Requested substitution is consistent with the Contract Documents and will produce indicated results.
    - d. Substitution request is fully documented and properly submitted.
    - e. Requested substitution will not adversely affect Contractor's construction schedule.
    - f. Requested substitution has received necessary approvals of authorities having jurisdiction.
    - g. Requested substitution is compatible with other portions of the Work.
    - h. Requested substitution has been coordinated with other portions of the Work.
    - i. Requested substitution provides specified warranty.
    - j. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

PART 2 - PRODUCTS (Not Used)  
PART 3 - EXECUTION (Not Used)  
END OF SECTION 012500

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)

<b>NAME OF COMPANY</b>	<b>FEDERAL ID NUMBER (OR) SOCIAL SECURITY NUMBER</b>	
Submit copy of W-9 form with application		
<b>ADDRESS TO WHICH BIDDING FORMS AND PURCHASE ORDERS ARE TO BE MAILED – STREET NO., CITY, STATE, ZIP CODE</b>		
<b>ADDRESS TO WHICH PAYMENTS ARE TO BE MAILED – STREET NO., CITY, STATE, ZIP CODE</b>		
<b>PARENT COMPANY AND ADDITIONAL OFFICE LOCATIONS IN MICHIGAN (May attach separate sheet)</b>		
<b>E-MAIL ADDRESS:</b> For Purchase orders to be emailed	<b>WEB SITE:</b>	
<b>TYPE OF ORGANIZATION</b> <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation	<b>TELEPHONE #:</b> _____ <b>FACSIMILIE #:</b> _____	
<b>PERSONS TO CONTACT AND THOSE AUTHORIZED TO SIGN BIDS AND CONTRACTS IN YOUR NAME (if agent, so specify)</b>		
Name	Official Capacity	Telephone No.
PLEASE LIST ON THE REVERSE SIDE CLASSES OF EQUIPMENT, SUPPLIES, MATERIALS, AND/OR SERVICES ON WHICH YOU DESIRE TO BID.		
<input type="checkbox"/> Do you require a hard copy of verbal orders? Yes ____ No ____    Do you accept Procurement Cards? Yes ____ No ____ <input type="checkbox"/> Electronic Disk Catalog <input type="checkbox"/> Electronic Ordering		
<b>Please complete the following:</b>		
STANDARD PAYMENT TERMS: _____ PROMPT PAY DISCOUNT: _____ STANDARD DELIVERY TIME: _____		
<b>PLEASE COMPLETE BELOW</b>		
Please list percentage and circle category that applies:		
MINORITY OWNED: _____% Native-American Asian-Pacific American African-American Hispanic-American Asian-Indian American		
WOMEN OWNED: _____% White Native-American Asian-Pacific American African-American Hispanic-American Asian-Indian American		
DISABLED: _____%    SMALL BUSINESS: Yes _____ No _____ Business located within LANSING SCHOOL District Yes ____ No ____		
Are you certified? If so, list agencies		Certificate Number:
_____	_____	_____
_____	_____	_____
<b>SIGNATURE OF PERSON AUTHORIZED TO SIGN THIS APPLICATION</b>		
_____		
<b>NAME AND TITLE OF PERSON SIGNING (Please type or print)</b>		
_____		





Committed to Quality

**STATEMENT OF NO BID**

---

NOTE: IF YOU DO NOT INTEND TO BID, PLEASE 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 above noted bid for the following reasons:

\_\_\_\_\_ Insufficient time to respond to the invitation to Bid.

\_\_\_\_\_ Request for Proposal I unclear.

\_\_\_\_\_ Do not offer this product or service.

\_\_\_\_\_ Our schedule will not permit us to perform.

\_\_\_\_\_ Unable to meet the specifications

\_\_\_\_\_ Specifications are unclear (Please explain below)

\_\_\_\_\_ Remove us from your Bidder Mailing List

\_\_\_\_\_ Other ( Please specify below)

REMARKS:

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

Signature: \_\_\_\_\_

Date: \_\_\_\_\_ Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

**AFFIDAVIT OF BIDDER**

The undersigned, the owner or authorized officer of \_\_\_\_\_(the “Bidder), pursuant to the familial disclosure requirement provided in the \_\_\_\_\_(the “School District”) advertisement for construction bids, hereby represent and warrant, except as provided below, that no familial relationships exist between the owner(s) or any employee of \_\_\_\_\_and any member of the Board of Education of the School District or the Superintendent of the School District.

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: \_\_\_\_\_



Book	Policy Manual
Section	3000 Professional Staff
Title	NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY
Code	po3122
Status	Active
Adopted	November 1, 2016
Last Revised	June 22, 2023

### 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 gender 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.

#### **Definitions:**

Words used in this policy shall have those meanings defined herein; words not defined herein shall be construed according to their plain and ordinary meanings.

Race is inclusive of traits historically associated with race, including, but not limited to, hair texture and protective hairstyles. For purposes of this definition, "protective hairstyles" includes, but is not limited to, such hairstyles as braids, locks, and twists.

**Complainant** is the individual who alleges, or is alleged, to have been subjected to unlawful discrimination/retaliation, regardless of whether the person files a formal complaint or is pursuing an informal resolution to the alleged discrimination/retaliation.

**Respondent** is the individual who has been alleged to have engaged in unlawful discrimination/retaliation, regardless of whether the Reporting Party files a formal complaint or is seeking an informal resolution to the alleged discrimination/retaliation.

**School District community** means students and Board employees (i.e., administrators, and professional and classified staff), as well as Board members, agents, volunteers, contractors, or other persons subject to the control and supervision of the Board.

**Third Parties** include, but are not limited to, guests and/or visitors on School District property (e.g., visiting speakers, participants on opposing athletic teams, parents), vendors doing business with, or seeking to do business with, the Board, and other individuals who come in contact with members of the School District community at school-related events/activities (whether on or off District property).

**Day(s):** Unless expressly stated otherwise, the term "day" or "days" as used in this policy means a business day(s) (i.e., a day(s) that the Board office is open for normal operating hours, Monday - Friday, excluding State-recognized holidays).

For purposes of this policy, "military status" refers to a person's status in the uniformed services, which includes the performance of duty, on a voluntary basis, or involuntary basis, in a uniformed service including active duty, active duty for training, initial active duty for training, inactive duty for training, full-time National Guard duty. It also includes the period of time for which a person is absent from employment for the purpose of an examination to determine the fitness of the person to perform any such duty as listed above.

### **District Compliance Officers**

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

Darin Walter  
 Title IX - Public Safety  
 517-755-2037  
 519 W Kalamazoo  
 Lansing, MI 48933  
 darin.walter@lansingschools.net

Erin Miracle  
 Human Resources Manager  
 517-755-2010  
 519 W Kalamazoo  
 Lansing, MI 48933  
 Erin.miracle@lansingschools.net

The names, titles, and contact information of these individuals will be published annually on the School District's website and in the staff handbooks, and in the School District Annual Report to the public

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, 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. A copy of each of the Acts and regulations on which this notice is available upon request from the CO.

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

Employees are required to 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 official who receives such a report shall file it with the CO within two (2) 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 Complainant'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 reports of unlawful discrimination/retaliation directly from any member of the School District community or a Third Party, or received reports that are initially filed with another Board employee. Upon receipt of a report of alleged discrimination/retaliation, the CO will contact the Complainant and begin either an informal or formal complaint process (depending on the Complainant's request and 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 the Complainant and the Respondent. 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 Complainant within two (2) business days to advise of the Board's intent to investigate the alleged wrongdoing.

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

Except for sex discrimination and/or Sexual Harassment that is covered by Policy 2266 - Nondiscrimination on the Basis of Sex in Education Programs or Activities, any employee who alleges to have been subjected to unlawful discrimination or retaliation may seek resolution of the complaint through the procedures described below. The formal complaint procedures

involve an investigation of the individual's claims of discrimination/retaliation 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 are encouraged to file a complaint within thirty (30) 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 promptly 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 alleges unlawful discrimination or retaliation. 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 Complainant and the Respondent mutually agree to participate in it.

The Complainant may proceed immediately to the formal complaint process and individuals who participate in 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 and a student will be formally investigated.

As an initial course of action, if a Complainant feels comfortable and safe doing so, the individual should tell or otherwise inform the Respondent that the allegedly discriminatory/retaliatory conduct that it is inappropriate and must stop. The Complainant should address the alleged misconduct as soon after it occurs as possible. The COs are available to support and counsel the Complainant when taking this initial step or to intervene on behalf of the individual if requested to do so. A Complainant who is uncomfortable or unwilling to directly approach the Respondent about the inappropriate conduct may file an informal or a formal complaint. In addition, with regard to certain types of unlawful discrimination (e.g., sex discrimination), the CO may advise against the use of the informal complaint process.

A Complainant who alleges unlawful discrimination/retaliation 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 the Complainant 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 Complainant, informal resolution may involve, but not be limited to, one or more of the following:

- A. Advising the Complainant about how to communicate concerns to the Respondent.
- B. Distributing a copy of Policy 3122 – Nondiscrimination and Equal Employment Opportunity to the individuals in the school building or office where the Respondent works.
- C. If both parties agree, the CO may arrange and facilitate a meeting or mediation between the Complainant and the Respondent 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 is directed to attempt to resolve all informal complaints within fifteen (15) business days of receiving the informal complaint. If the Complainant is dissatisfied with the informal complaint process, the Complainant may proceed to file a formal complaint and, as stated above, either party 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 Complainant, from the outset, elects to file a formal complaint, or the Compliance Officer(s) determines the allegations are not appropriate for resolution through the informal process, the formal complaint process shall be implemented.

A Complainant may file a formal complaint, either orally or in writing, with a principal, the CO, Superintendent, or other District official. 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 formal complaint within thirty (30) days after the conduct occurs. If a Complainant informs a principal, Superintendent, or other District official, either orally or in writing, about any complaint of discrimination/retaliation, that employee must report such information to the CO/designee within two (2) business days.

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

All formal complaints must include the following information to the extent known: the identity of the Respondent; a detailed description of the facts upon which the complaint is based (i.e., when, where, and what occurred); 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 Respondent. In making such a determination, the CO should consult the Complainant to assess whether the individual agrees with the proposed action. If the Complainant is unwilling to consent to the proposed change, the CO may still take whatever actions deemed 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 Respondent that a formal 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 - Nondiscrimination and Equal Employment Opportunity. The Respondent must also be informed of the opportunity to submit a written response to the formal complaint within five (5) 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/designee shall prepare and deliver a written report to the Superintendent that summarizes the evidence gathered during the investigation and provides 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 Respondent has engaged in unlawful harassment/retaliation of the Complainant. 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 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 written 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 Respondent engaged in unlawful discrimination/retaliation toward the Complainant, the Superintendent must identify what corrective action will be taken to stop, remedy, and prevent the recurrence of the discrimination/retaliation. The corrective action should be reasonable, timely, age-appropriate, effective, and tailored to the

specific situation.

The Board reserves the right to investigate and resolve a complaint or report of unlawful discrimination/retaliation regardless of whether the employee alleging the unlawful discrimination/retaliation 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, the filing of charges with local law enforcement, or the filing of a civil action in court. Use of this internal complaint process is not a prerequisite to the pursuit of other remedies.

### **Privacy/Confidentiality**

The 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. Additionally, the Respondent must be provided with the Complainant's identity.

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 is learned or provided during the course of the investigation.

### **Sanctions and Monitoring**

The Board shall vigorously enforce its prohibitions against unlawful discrimination/retaliation 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 harassment/retaliation or participates as a witness in an investigation is prohibited. Neither the Board nor any other person may intimidate, threaten, coerce 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 report, formal complaint, testified, assisted or participated or refused to participate in any manner in an investigation, proceeding, or hearing under those laws and/or this policy, 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 and/or this policy.

Retaliation against a person for making a report of discrimination, filing a formal complaint, or participating in an investigation or meeting is a serious violation of this policy that can result in the imposition of disciplinary sanctions/consequences and/or other appropriate remedies.

Formal complaints alleging retaliation may be filed according to the internal complaint process set forth above.

The exercise of rights protected under the First Amendment of the United States Constitution does not constitute retaliation prohibited under this policy.

### **Education and Training**

In support of this policy, the Board promotes preventative educational measures to create greater awareness of unlawful discriminatory practices. The Superintendent 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

The Compliance Officer(s) is responsible for overseeing the retention of all records that must be maintained pursuant to this policy. 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 or individuals contracted or appointed by the Board to fulfill its responsibilities 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 supportive measures offered and/or provided to the Complainant and/or Respondent, 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 Codes of Conduct and/or Employee Handbooks);
- M. copies of any documentation that memorializes any formal or informal resolutions to the alleged discrimination or harassment.

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., 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.

Revised 10/19/17

Revised 11/15/18

T.C. 3/8/21

Revised 12/02/21

T.C. 6/22/23

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Legal

M.C.L. 37.2101 et seq., 37.1101 et seq.  
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  
29 C.F.R. Part 1635  
29 U.S.C. 701 et seq., Rehabilitation Act of 1973 as amended  
34 C.F.R. Part 110 (7/27/93)  
42 U.S.C. 2000e et seq., Civil Rights Act of 1964  
42 U.S.C. 2000ff et seq., The Genetic Information Nondiscrimination 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  
Fourteenth Amendment, U.S. Constitution

# 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.

Print or type name of Contact Person:

Signed: \_\_\_\_\_

\_\_\_\_\_

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

Company: \_\_\_\_\_

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

**AFFIDAVIT OF BIDDER - NON-COLLUSION**

**Lansing School District  
AFFIDAVIT OF BIDDER  
SWORN STATEMENT  
“Non-Collusion”**

DATE: \_\_\_\_\_

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

IN TESTIMONY WHEREOF, the Bidder (an authorized individual) has agrees to the above:

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

By: \_\_\_\_\_  
(Authorized Signer)

\_\_\_\_\_  
Print or type Name and Title of Signer

Address: \_\_\_\_\_

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

Subscribed and sworn to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2016

County of: \_\_\_\_\_ My Commission expires: \_\_\_\_\_

Telephone number: \_\_\_\_\_

## IRAN ECONOMIC SANCTIONS ACT CERTIFICATE

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

**Contractor:** \_\_\_\_\_

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

**Dated:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**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:
  - (i) 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.

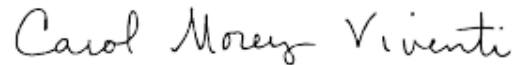
Sec. 4. If a public entity determines, using credible information available to the public, that a person has submitted a false certification under section 3(2), the public entity shall provide the person with written notice of its determination and of the intent not to enter into or renew a contract 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.

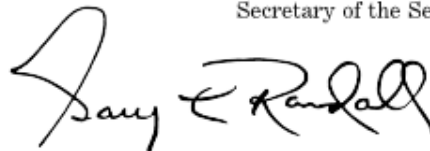
Sec. 6. The provisions of this act are effective only if Iran is a state sponsor of terror as defined under section 2 of the divestment from terror act, 2008 PA 234, MCL 129.292.

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**

**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.*

Firm Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone & E-mail: \_\_\_\_\_

**Name, title and signature of individual duly authorized to execute contracts:**

The Owner, Principal, or Corporate Office of the responding firm is also attesting that all the information provided within this response is true.

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Signature: \_\_\_\_\_

**A Corporation organized and existing under the laws of the State of \_\_\_\_\_**

# General Conditions and Instructions to Bidders

1. 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.

3. 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. These 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 SPECIFIED:**

All variations from the specified material or equipment shall be fully explained and included with the bid. Manufacturer numbers shall be used in all cases.

10. **ROYALTIES 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 taxes 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 t 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.

# policy

**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.

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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.

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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.

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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.

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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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# policy

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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;

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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.

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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 31<sup>st</sup> of the year in which the adjustment is made differs from that index's average for the twelve (12) months ending on August 31<sup>st</sup> 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](http://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

# policy

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## (Prevailing Wages **NOT** required for the Gardner Pavilion Addition) 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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# policy

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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.

# policy

**BOARD OF EDUCATION  
LANSING SCHOOL DISTRICT**

FINANCES  
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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.

# policy

**BOARD OF EDUCATION  
LANSING SCHOOL DISTRICT**

FINANCES  
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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.



**USE OF A TRAINED LOCAL WORKFORCE.** Employing local construction professionals and skilled craft workers on a project can be an attractive goal for school boards. Local craft workers, their friends and family, in all probability use those schools. However, it is necessary to determine if the construction professional has ready access to a qualified, experienced workforce to build your project.



**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.



## **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

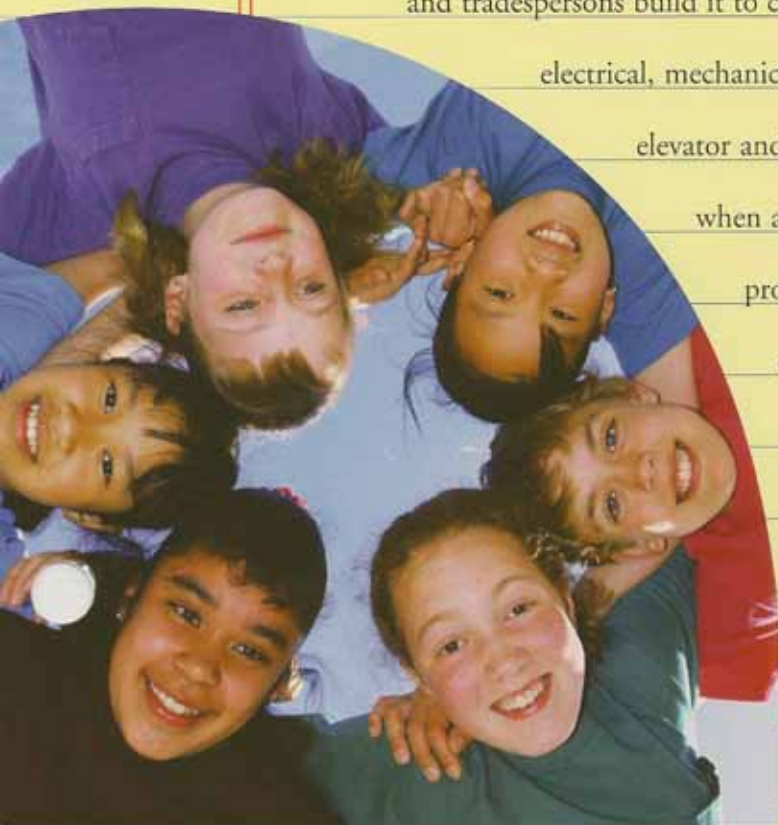
professionals must provide documented proof of licensing

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.





**COMPLIANCE WITH REGULATORY AGENCIES.** School boards get a higher quality building 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](http://www.miarc.org)**

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

1.1 BID INFORMATION

- A. Bidder: \_\_\_\_\_
- B. Project Name: Gardner Pavilion Addition
- C. Project Location: 333 Dahlia Dr., Lansing, MI 48911
- D. Owner: Lansing Public Schools
- E. Architect: Colliers Engineering & Design
- F. Architect Project Number: #26009579A

1.2 CERTIFICATIONS AND BASE BID

- A. **Base Bid, Single-Prime (All Trades) Contract:** The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by Colliers Engineering & Design, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:
  - 1. (written) \_\_\_\_\_
  - 2. (numerical) \_\_\_\_\_

1.3 PLM Bond

- A. Bidder is required to provide a Performance | Labor | Material bond for the project. This value should be included in the base bid above.
  - 1. (numerical) \_\_\_\_\_

1.4 SUBCONTRACTORS AND SUPPLIERS

- A. The bidder agrees to hold all subcontracts and manage those contracts under the prime contract.

1.5 TIME OF COMPLETION

- A. The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by Architect and shall fully complete the Work by the **substantial completion date of Friday, November 13.**

1.6 RAGE RATES:

- A. This project does NOT require prevailing wage rates

1.7 CONTINGENCY

- A. The contractor shall include within their base bid a \$8,000 owner contingency. This sum is to be used at the district's discretion (not used as a contractor construction contingency).

1.8 ACKNOWLEDGMENT OF ADDENDA

- A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:
1. Addendum No.\_\_\_\_, dated \_\_\_\_\_
  2. Addendum No.\_\_\_\_, dated \_\_\_\_\_
  3. Addendum No.\_\_\_\_, dated \_\_\_\_\_

1.9 BID SUPPLEMENTS

- A. The following supplements are a part of the prime bidder.
1. Bid Form Supplement - Alternates.
  2. Bid Form Supplement - Unit Prices.
  3. Bid Form Supplement - Allowances.
  4. Bid Form Supplement - Bid Bond Form (AIA Document A310-2010).

1.10 CONTRACTOR'S LICENSE

- A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in State of Michigan, and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

1.11 SUBMISSION OF BID

- A. Respectfully submitted this \_\_\_\_\_ day of \_\_\_\_\_, 2026.
- B. Submitted By: \_\_\_\_\_ (Name of bidding firm or corporation).
- C. Authorized Signature: \_\_\_\_\_ (Handwritten signature).
- D. Signed By: \_\_\_\_\_ (Type or print name).
- E. Title: \_\_\_\_\_ (Owner/Partner/President/Vice President).
- F. Witnessed By: \_\_\_\_\_ (Handwritten signature).
- G. Attest: \_\_\_\_\_ (Handwritten signature).
- H. By: \_\_\_\_\_ (Type or print name).
- I. Title: \_\_\_\_\_ (Corporate Secretary or Assistant Secretary).
- J. Street Address: \_\_\_\_\_
- K. City, State, Zip: \_\_\_\_\_
- L. Phone (primary contact number): \_\_\_\_\_
- M. Email: (primary) \_\_\_\_\_
- N. License No.: \_\_\_\_\_
- O. Federal ID No.: \_\_\_\_\_ (Affix Corporate Seal Here).

END OF DOCUMENT 004113

DOCUMENT 004313 - BID SECURITY FORMS

1.1 BID FORM SUPPLEMENT

- A. A completed bid bond form is required to be attached to the Bid Form.

1.2 BID BOND FORM

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

END OF DOCUMENT 004313



## **Lansing School District**

### **Gardner Pavilion**

333 Dahlia Dr.  
Lansing, MI 48911

## **DIVISION 1 - General Requirements**

**July 1, 2026**

Colliers Engineering & Design  
560 5th St NW, Suite 305  
Grand Rapids, MI 49504  
[www.colliersengineering.com](http://www.colliersengineering.com)

## SECTION 011000 - SUMMARY

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

##### A. Section Includes:

1. Project information.
2. Work covered by Contract Documents.
3. Work performed by Owner.
4. Multiple Work Packages.
5. Work under Owner's separate contracts.
6. Future work not part of this Project.
7. Owner's product purchase contracts.
8. Owner-furnished/Contractor-installed (OFICI) products.
9. Owner-furnished/Owner-installed (OFOI) products.
10. Contractor-furnished/Owner-installed (CFOI) products.
11. Contractor's use of site and premises.
12. Work restrictions.
13. Specification and Drawing conventions.

##### B. Related Requirements:

1. Section 011000 "Summary" for the Work covered by the Contract Documents, restrictions on use of Project site, and work restrictions.
2. Section 013100 "Project Management and Coordination" for general coordination requirements.
3. Section 015000 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.
4. Section 017300 "Execution" for coordination of Owner-installed products.

#### 1.3 PROJECT INFORMATION

- A. Project Coordinator for Multiple Contracts: General Contractor to serve as Project coordinator.
- B. Web-Based Project Software: Project software will be used for purposes of managing communication and documents during the construction stage.
  1. See Section 013100 "Project Management and Coordination." for requirements for using web-based Project software.

#### 1.4 WORK COVERED BY CONTRACT DOCUMENTS

##### A. Type of Contract:

1. Project will be constructed under coordinated GC contract.

#### 1.5 WORK UNDER OWNER'S SEPARATE CONTRACTS

- A. Work with Separate Contractors: Cooperate fully with Owner's separate contractors, so work on those contracts may be carried out smoothly, without interfering with or delaying Work

under this Contract or other contracts. Coordinate the Work of this Contract with work performed under Owner's separate contracts.

1.6 OWNER-FURNISHED/CONTRACTOR-INSTALLED (OFCI) PRODUCTS

- A. Owner's Responsibilities: Owner will furnish products indicated and perform the following, as applicable:
1. NA

1.7 OWNER-FURNISHED/OWNER-INSTALLED (OFOI) PRODUCTS

- A. The Owner will furnish and install products indicated.
- B. Owner-Furnished/Owner-Installed (OFOI) Products:
1. NA

1.8 CONTRACTOR'S USE OF SITE AND PREMISES

- A. Unrestricted Use of Site: Each Contractor shall have full use of Project site for construction operations during construction period. Contractor's use of Project site is limited only by Owner's right to perform work or to retain other contractors on portions of Project.
- B. Limits on Use of Site: Limit use of Project site to Work in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
1. Driveways, Walkways and Entrances: Keep driveways and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or for storage of materials.
    - a. Schedule deliveries to minimize use of driveways and entrances by construction operations.
    - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
- C. Condition of Existing Grounds: Maintain portions of existing grounds, landscaping, and hardscaping affected by construction operations throughout construction period. Repair damage caused by construction operations to match adjacent existing conditions. This shall include new top soil, grading, and hydroseeding.

1.9 COORDINATION WITH OCCUPANTS

- A. Owner Limited Occupancy of Completed Areas of Construction: Owner reserves the right to occupy and to place and install equipment in completed portions of the Work, prior to Substantial Completion of the Work, provided such occupancy does not interfere with completion of the Work. Such placement of equipment and limited occupancy shall not constitute acceptance of the total Work.
1. Architect will prepare a Certificate of Substantial Completion for each specific portion of the Work to be occupied prior to Owner acceptance of the completed Work.
  2. Obtain a Certificate of Occupancy from authorities having jurisdiction before limited Owner occupancy.
  3. Before limited Owner occupancy, mechanical and electrical systems shall be fully operational, and required tests and inspections shall be successfully completed. On occupancy, Owner will operate and maintain mechanical and electrical systems serving occupied portions of Work.

4. On occupancy, Owner will assume responsibility for maintenance and custodial service for occupied portions of Work.

1.10 WORK RESTRICTIONS

- A. Comply with restrictions on construction operations.
  1. Comply with limitations on use of public streets, work on public streets, rights of way, and other requirements of authorities having jurisdiction.
- B. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging for temporary utility services according to requirements indicated:
  1. Notify Owner not less than two days in advance of proposed utility interruptions.
  2. Obtain Owner's written permission before proceeding with utility interruptions.
- C. Smoking and Controlled Substance Restrictions: Use of tobacco products, alcoholic beverages, and other controlled substances on Project site is not permitted.

1.11 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
  1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
  2. Text Color: Text used in the Specifications, including units of measure, manufacturer and product names, and other text may appear in multiple colors or underlined as part of a hyperlink; no emphasis is implied by text with these characteristics.
  3. Hypertext: Text used in the Specifications may contain hyperlinks. Hyperlinks may allow for access to linked information that is not residing in the Specifications. Unless otherwise indicated, linked information is not part of the Contract Documents.
  4. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Division 00 Contracting Requirements: General provisions of the Contract, including General and Supplementary Conditions, apply to all Sections of the Specifications.
- C. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.
- D. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:
  1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
  2. Abbreviations: Materials and products are identified by abbreviations scheduled on Drawings and published as part of the U.S. National CAD Standard.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

## SECTION 012500 - SUBSTITUTION PROCEDURES

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for substitutions.
- B. Related Requirements:
  - 1. Document 002600 "Procurement Substitution Procedures" for requirements for substitution requests prior to award of Contract.
  - 2. Section 016000 "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.

#### 1.2 DEFINITIONS

- A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
  - 1. 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.
  - 2. Substitutions for Convenience: Changes proposed by Contractor or Owner that are not required in order to meet other Project requirements but may offer advantages to Contractor or Owner.

#### 1.3 ACTION SUBMITTALS

- A. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
  - 1. Substitution Request Form: Use form acceptable to Architect.
  - 2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
    - a. Statement indicating why specified product or fabrication, or installation method cannot be provided, if applicable.
    - b. 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.
    - c. Detailed comparison of significant qualities of proposed substitutions with those of the Work specified. Include annotated copy of applicable Specification Section. 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.
    - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
    - e. Samples, where applicable or requested.
    - f. Certificates and qualification data, where applicable or requested.

- g. List of similar installations for completed projects, with project names and addresses as well as names and addresses of architects and owners.
        - h. Material test reports from a qualified testing agency, indicating and interpreting test results for compliance with requirements indicated.
        - i. Research reports evidencing compliance with building code in effect for Project.
        - j. Detailed comparison of Contractor's construction schedule using proposed substitutions with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
        - k. Cost information, including a proposal of change, if any, in the Contract Sum.
        - l. 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.
        - m. 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.
  - 3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within seven days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
    - a. Forms of Acceptance: Change Order, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work.
    - b. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.
- 1.4 QUALITY ASSURANCE
- A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage a qualified testing agency to perform compatibility tests recommended by manufacturers.
- 1.5 PROCEDURES
- A. Coordination: Revise or adjust affected work as necessary to integrate work of the approved substitutions.
- 1.6 SUBSTITUTIONS
- A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than 15 days prior to time required for preparation and review of related submittals.
    - 1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:

- a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
  - b. Substitution request is fully documented and properly submitted.
  - c. Requested substitution will not adversely affect Contractor's construction schedule.
  - d. Requested substitution has received necessary approvals of authorities having jurisdiction.
  - e. Requested substitution is compatible with other portions of the Work.
  - f. Requested substitution has been coordinated with other portions of the Work.
  - g. Requested substitution provides specified warranty.
  - h. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.
- B. Substitutions for Convenience: Not allowed unless otherwise indicated.
- C. Substitutions for Convenience: Architect will consider requests for substitution if received within 30 days after the Notice to Proceed. Requests received after that time may be considered or rejected at discretion of Architect.
1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
    - a. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
    - b. Requested substitution does not require extensive revisions to the Contract Documents.
    - c. Requested substitution is consistent with the Contract Documents and will produce indicated results.
    - d. Substitution request is fully documented and properly submitted.
    - e. Requested substitution will not adversely affect Contractor's construction schedule.
    - f. Requested substitution has received necessary approvals of authorities having jurisdiction.
    - g. Requested substitution is compatible with other portions of the Work.
    - h. Requested substitution has been coordinated with other portions of the Work.
    - i. Requested substitution provides specified warranty.
    - j. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

PART 2 - PRODUCTS (Not Used)  
PART 3 - EXECUTION (Not Used)  
END OF SECTION 012500

## SECTION 012900 - PAYMENT PROCEDURES

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.

#### 1.2 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.
  - 1. Coordinate line items in the schedule of values with items required to be indicated as separate activities in Contractor's construction schedule.
  - 2. Submit the schedule of values to Architect at earliest possible date, but no later than seven days before the date scheduled for submittal of initial Applications for Payment.
- B. Format and Content: Use Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.
  - 1. Arrange schedule of values consistent with format of AIA Document G703.
  - 2. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Provide multiple line items for principal subcontract amounts in excess of five (5) percent of the Contract Sum.
  - 3. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
    - a. Differentiate between items stored on-site and items stored off-site.
  - 4. Overhead Costs: Include total cost and proportionate share of general overhead and profit for each line item.
  - 5. Closeout Costs. Include separate line items under Contractor and principal subcontracts for Project closeout requirements in an amount totaling five percent of the Contract Sum and subcontract amount.
  - 6. Schedule of Values Revisions: Revise the schedule of values when Change Orders or Construction Change Directives result in a change in the Contract Sum. Include at least one separate line item for each Change Order and Construction Change Directive.

#### 1.3 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment following the initial Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.
- B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction work covered by each Application for Payment is the period indicated in the Agreement.
  - 1. Submit draft copy of Application for Payment seven days prior to due date for review by Architect.
- C. Application for Payment Forms: Use AIA Document G702 and AIA Document G703 as form for Applications for Payment.

- D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.
  - 1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
  - 2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.
  - 3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
- E. Transmittal: Submit three signed and notarized original copies of each Application for Payment to Architect by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required.
  - 1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- F. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from subcontractors, sub-subcontractors, and suppliers for construction period covered by the previous application.
  - 1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
  - 2. When an application shows completion of an item, submit conditional final or full waivers.
  - 3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
  - 4. Submit final Application for Payment with or preceded by conditional final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
  - 5. Waiver Forms: Submit executed waivers of lien on forms acceptable to Owner.
- G. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
  - 1. List of subcontractors.
  - 2. Schedule of values.
  - 3. Contractor's construction schedule (preliminary if not final).
  - 4. Products list (preliminary if not final).
  - 5. Sustainable design action plans, including preliminary project materials cost data.
  - 6. Schedule of unit prices.
  - 7. Submittal schedule (preliminary if not final).
  - 8. List of Contractor's staff assignments.
  - 9. List of Contractor's principal consultants.
  - 10. Copies of building permits.
  - 11. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
  - 12. Initial progress report.
  - 13. Report of preconstruction conference.
  - 14. Certificates of insurance and insurance policies.
  - 15. Performance and payment bonds.
  - 16. Data needed to acquire Owner's insurance.

- H. Application for Payment at Substantial Completion: After Architect issues the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
  - 1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
  - 2. This application shall reflect Certificate(s) of Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- I. Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
  - 1. Evidence of completion of Project closeout requirements.
  - 2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
  - 3. Updated final statement, accounting for final changes to the Contract Sum.
  - 4. AIA Document G706.
  - 5. AIA Document G706A.
  - 6. AIA Document G707.
  - 7. Evidence that claims have been settled.
  - 8. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
  - 9. Final liquidated damages settlement statement.

PART 2 - PRODUCTS (Not Used)  
PART 3 - EXECUTION (Not Used)  
END OF SECTION 012900

## SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative provisions for coordinating construction options on Project including, but not limited to, the following:
  - 1. General coordination procedures.
  - 2. Coordination drawings.
  - 3. RFIs.
  - 4. Digital project management procedures.
  - 5. Project meetings.
- B. Related Requirements:
  - 1. Section 017300 "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
  - 2. Section 019113 "General Commissioning Requirements" for coordinating the Work with Owner's Commissioning Authority as required.

#### 1.2 INFORMATIONAL SUBMITTALS

- A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
  - 1. Name, address, telephone number, and email address of entity performing subcontract or supplying products.
  - 2. Number and title of related Specification Section(s) covered by subcontract.
  - 3. Drawing number and detail references, as appropriate, covered by subcontract.

#### 1.3 GENERAL COORDINATION PROCEDURES

- A. Coordination: General Construction Prime Contractor shall be responsible to coordinate all construction operations included in different Sections of the Specifications as well as other Prime Contracts to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations included in different Sections that depend on each other for proper installation, connection, and operation.
  - 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
  - 2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
  - 3. Make adequate provisions to accommodate items scheduled for later installation.
- B. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
  - 1. Preparation of Contractor's construction schedule.
  - 2. Preparation of the schedule of values.
  - 3. Installation and removal of temporary facilities and controls.

4. Delivery and processing of submittals.
5. Progress meetings.
6. Preinstallation conferences.
7. Project closeout activities.
8. Startup and adjustment of systems.

#### 1.4 COORDINATION DRAWINGS

- A. Coordination Drawings, General: Prepare coordination drawings according to requirements in individual Sections, and additionally where installation is not completely indicated on Shop Drawings, where limited space availability necessitates coordination, or if coordination is required to facilitate integration of products and materials fabricated or installed by more than one entity.
  1. Content: Project-specific information, drawn accurately to a scale large enough to indicate and resolve conflicts. Do not base coordination drawings on standard printed data. Include the following information, as applicable:
    - a. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.
    - b. Indicate dimensions shown on Drawings. Specifically note dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternative sketches to Architect indicating proposed resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.
- B. Coordination Drawing Organization: Organize (if applicable) coordination drawings as follows:
  1. Floor Plans and Reflected Ceiling Plans: Show architectural and structural elements, and mechanical, plumbing, fire-protection, fire-alarm, and electrical Work. Show locations of visible ceiling-mounted devices relative to acoustical ceiling grid. Supplement plan drawings with section drawings where required to adequately represent the Work.
  2. Plenum Space: Indicate subframing for support of ceiling and wall systems, mechanical and electrical equipment, and related Work. Locate components within plenums to accommodate layout of light fixtures and other components indicated on Drawings. Indicate areas of conflict between light fixtures and other components.
  3. Mechanical Rooms: Provide coordination drawings for mechanical rooms showing plans and elevations of mechanical, plumbing, fire-protection, fire-alarm, and electrical equipment.
  4. Structural Penetrations: Indicate penetrations and openings required for all disciplines.
  5. Slab Edge and Embedded Items: Indicate slab edge locations and sizes and locations of embedded items for metal fabrications, sleeves, anchor bolts, bearing plates, angles, door floor closers, slab depressions for floor finishes, curbs and housekeeping pads, and similar items.
  6. Review: Architect will review coordination drawings to confirm that, in general, the Work is being coordinated, but not for the details of the coordination, which are Contractor's responsibility. If Architect determines that coordination drawings are not being prepared in sufficient scope or detail, or are otherwise deficient, Architect will so inform Contractor, who shall make suitable modifications and resubmit.
- C. Coordination Digital Data Files: Prepare coordination digital data files according to the following requirements:

1. File Preparation Format:
  - a. DWG Version, operating in Microsoft Windows operating system.
2. File Submittal Format: Submit or post coordination drawing files using PDF format.
3. Architect will furnish Contractor one set of digital data files of Drawings for use in preparing coordination digital data files.
  - a. Architect makes no representations as to the accuracy or completeness of digital data files as they relate to Drawings.
  - b. Digital Data Software Program: Drawings are available in AutoCAD dwg format.
  - c. Contractor shall execute a data licensing agreement in the form of Agreement form acceptable to Owner and Architect.

1.5 REQUEST FOR INFORMATION (RFI)

- A. General: Immediately on discovery of the need for additional information, clarification, or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.
  1. Architect will return without response those RFIs submitted to Architect by other entities controlled by Contractor.
  2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
  1. Owner name.
  2. Owner's Project number.
  3. Name of Architect.
  4. Architect's Project number.
  5. Date.
  6. Name of Contractor.
  7. RFI number, numbered sequentially.
  8. RFI subject.
  9. Specification Section number and title and related paragraphs, as appropriate.
  10. Drawing number and detail references, as appropriate.
  11. Field dimensions and conditions, as appropriate.
  12. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
  13. Contractor's signature.
  14. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
- C. RFI Forms Software-generated form with substantially the same content as indicated above, acceptable to Architect.
- D. Architect's Action: Architect will review each RFI, determine action required, and respond. Allow seven days for Architect's response for each RFI. RFIs received by Architect after 1:00 p.m. will be considered as received the following working day.
  1. The following Contractor-generated RFIs will be returned without action:
    - a. Requests for approval of submittals.
    - b. Requests for approval of substitutions.

- c. Requests for approval of Contractor's means and methods.
  - d. Requests for coordination information already indicated in the Contract Documents.
  - e. Requests for adjustments in the Contract Time or the Contract Sum.
  - f. Requests for interpretation of Architect's actions on submittals.
  - g. Incomplete RFIs or inaccurately prepared RFIs.
2. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt by Architect of additional information.
  3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Section 012600 "Contract Modification Procedures."
    - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within five days of receipt of the RFI response.
- E. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log weekly. Use software log that is part of web-based Project management software. Include the following:
1. Project name.
  2. Name and address of Contractor.
  3. Name and address of Architect.
  4. RFI number including RFIs that were returned without action or withdrawn.
  5. RFI description.
  6. Date the RFI was submitted.
  7. Date Architect's response was received.
- F. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within three days if Contractor disagrees with response.

#### 1.6 DIGITAL PROJECT MANAGEMENT PROCEDURES

- A. Web-Based Project Management Software Package: Provide, administer, and use web-based Project management software package for purposes of hosting and managing Project communication and documentation until Final Completion.
1. Web-based Project management software includes, at a minimum, the following features:
    - a. Compilation of Project data, including Contractor, other Prime Contractor's, subcontractors, Architect, architect's consultants, Owner, and other entities involved in Project. Include names of individuals and contact information.
    - b. Access control for each entity for each workflow process, to determine entity's digital rights to create, modify, view, and print documents.
    - c. Document workflow planning, allowing customization of workflow between project entities.
    - d. Creation, logging, tracking, and notification for Project communications required in other Specification Sections, including, but not limited to, RFIs, submittals, Minor Changes in the Work, Construction Change Directives, and Change Orders.
    - e. Track status of each Project communication in real time, and log time and date when responses are provided.

- f. Procedures for handling PDFs or similar file formats, allowing markups by each entity. Provide security features to lock markups against changes once submitted.
  - g. Processing and tracking of payment applications.
  - h. Processing and tracking of contract modifications.
  - i. Creating and distributing meeting minutes.
  - j. Document management for Drawings, Specifications, and coordination drawings, including revision control.
  - k. Management of construction progress photographs.
  - l. Mobile device compatibility, including smartphones and tablets.
2. Provide up to seven (7) web-based Project management software user licenses for use of Owner, Architect, and Architect's consultants.
  3. At completion of Project, provide digital archive in format that is readable by common desktop software applications in format acceptable to Architect. Provide data in locked format to prevent further changes.
- B. PDF Document Preparation: Where PDFs are required to be submitted to Architect, prepare as follows:
1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
  2. Name file with submittal number or other unique identifier, including revision identifier.
  3. Certifications: Where digitally submitted certificates and certifications are required, provide a digital signature with digital certificate on where indicated.

#### 1.7 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at Project site unless otherwise indicated.
- B. Preconstruction Conference: Schedule and conduct a preconstruction conference before starting construction, at a time convenient to other Prime Contractor's, Owner, and Architect, but no later than fifteen (15) days after execution of the Agreement.
1. Attendees: Authorized representatives of Owner, Architect, Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
  2. Agenda: Discuss items of significance that could affect progress, including the following:
    - a. Responsibilities and personnel assignments.
    - b. Tentative construction schedule.
    - c. Phasing.
    - d. Critical work sequencing and long lead items.
    - e. Designation of key personnel and their duties.
    - f. Lines of communications.
    - g. Use of web-based Project software.
    - h. Procedures for processing field decisions and Change Orders.
    - i. Procedures for RFIs.
    - j. Procedures for testing and inspecting.
    - k. Procedures for processing Applications for Payment.
    - l. Distribution of the Contract Documents.

- m. Submittal procedures.
  - n. Preparation of Record Documents.
  - o. Use of the premises.
  - p. Work restrictions.
  - q. Working hours.
  - r. Responsibility for temporary facilities and controls.
  - s. Procedures for moisture and mold control.
  - t. Procedures for disruptions and shutdowns.
  - u. Construction waste management and recycling.
  - v. Parking availability.
  - w. Office, work, and storage areas.
  - x. Equipment deliveries and priorities.
  - y. First aid.
  - z. Security.
  - aa. Progress cleaning.
3. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.
4. Attendees: Authorized representatives of Owner, Architect, and their consultants when appropriate; Contractor and its superintendent and sustainable design coordinator; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
5. Agenda: Discuss items of significance that could affect meeting sustainable design requirements, including the following:
6. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.
- C. Preinstallation Conferences: Conduct a preinstallation conference at Project site before each construction activity when required by other sections and when required for coordination with other construction.
- 1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Architect, of scheduled meeting dates.
  - 2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
    - a. Contract Documents.
    - b. Options.
    - c. Related RFIs.
    - d. Related Change Orders.
    - e. Purchases.
    - f. Deliveries.
    - g. Submittals.
    - h. Possible conflicts.
    - i. Compatibility requirements.
    - j. Time schedules.
    - k. Weather limitations.

- I. Manufacturer's written instructions.
    - m. Warranty requirements.
    - n. Compatibility of materials.
    - o. Acceptability of substrates.
    - p. Temporary facilities and controls.
    - q. Space and access limitations.
    - r. Regulations of authorities having jurisdiction.
    - s. Testing and inspecting requirements.
    - t. Installation procedures.
    - u. Coordination with other work.
    - v. Required performance results.
    - w. Protection of adjacent work.
    - x. Protection of construction and personnel.
  - 3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
  - 4. Reporting: Distribute minutes of the meeting to each party present and to other parties requiring information.
  - 5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.
- D. Progress Meetings: Conduct progress meetings at biweekly intervals.
  - 1. Coordinate dates of meetings with preparation of payment requests.
  - 2. Attendees: In addition to representatives of Owner, and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
  - 3. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
    - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
      - 1) Review schedule for next period.
    - b. Review present and future needs of each entity present, including the following:
      - 1) Interface requirements.
      - 2) Sequence of operations.
      - 3) Status of submittals.
      - 4) Deliveries.
      - 5) Off-site fabrication.
      - 6) Access.
      - 7) Site use.
      - 8) Temporary facilities and controls.

- 9) Progress cleaning.
  - 10) Quality and work standards.
  - 11) Status of correction of deficient items.
  - 12) Field observations.
  - 13) Status of RFIs.
  - 14) Status of Proposal Requests.
  - 15) Pending changes.
  - 16) Status of Change Orders.
  - 17) Pending claims and disputes.
  - 18) Documentation of information for payment requests.
4. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.
- a. Schedule Updating: Revise Contractor's construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

PART 2 - PRODUCTS (Not Used)  
PART 3 - EXECUTION (Not Used)  
END OF SECTION 013100

## SECTION 013300 - SUBMITTAL PROCEDURES

### PART 1 - GENERAL

#### 1.1 SUMMARY

##### A. Section Includes:

1. Submittal schedule requirements.
2. Administrative and procedural requirements for submittals.

#### 1.2 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Architect's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."
- B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."

#### 1.3 SUBMITTAL SCHEDULE

- A. 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 additional time for handling and reviewing submittals required by those corrections.

#### 1.4 SUBMITTAL FORMATS

##### A. Submittal Information: Include the following information in each submittal:

1. Project name.
2. Date.
3. Name of Architect.
4. Name of Contractor.
5. Name of firm or entity that prepared submittal.
6. Names of subcontractor, manufacturer, and supplier.
7. Unique submittal number, including revision identifier. Include Specification Section number with sequential alphanumeric identifier; and alphanumeric suffix for resubmittals.
8. Category and type of submittal.
9. Submittal purpose and description.
10. Number and title of Specification Section, with paragraph number and generic name for each of multiple items.
11. Drawing number and detail references, as appropriate.
12. Indication of full or partial submittal.
13. Location(s) where product is to be installed, as appropriate.
14. Other necessary identification.
15. Remarks.
16. Signature of transmitter.

- B. Options: Identify options requiring selection by Architect.
- C. Deviations and Additional Information: 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 on previous submittals. Indicate by highlighting on each submittal or noting on attached separate sheet.
  - 1. Transmittal for Submittals: Assemble each submittal individually and appropriately for transmittal and handling. Transmit each submittal using transmittal form agreed to by Architect.
- D. Submittals for Utilizing Web-Based Project Management Software: Prepare submittals as PDF files, or other format indicated by Project management software.

#### 1.5 SUBMITTAL PROCEDURES

- A. Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
  - 1. 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.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
  - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
  - 2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
  - 3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
- C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
  - 1. Initial Review: Allow ten (10) days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
  - 2. Resubmittal Review: Allow ten (10) days for review of each resubmittal.
- D. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
- E. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- 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 action stamp.

#### 1.6 SUBMITTAL REQUIREMENTS

- A. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
  - 1. If information must be specially prepared for submittal because standard published data are unsuitable for use, submit as Shop Drawings, not as Product Data.

2. Mark each copy of each submittal to show which products and options are applicable.
3. Include the following information, as applicable:
  - a. Manufacturer's catalog cuts.
  - b. Manufacturer's product specifications.
  - c. Standard color charts.
  - d. Statement of compliance with specified referenced standards.
  - e. Testing by recognized testing agency.
  - f. Application of testing agency labels and seals.
  - g. Notation of coordination requirements.
  - h. Availability and delivery time information.
4. For equipment, include the following in addition to the above, as applicable:
  - a. Wiring diagrams that show factory-installed wiring.
  - b. Printed performance curves.
  - c. Operational range diagrams.
  - d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
5. Submit Product Data before Shop Drawings, and before or concurrent with Samples.
- B. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
  1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
    - a. Identification of products.
    - b. Schedules.
    - c. Compliance with specified standards.
    - d. Notation of coordination requirements.
    - e. Notation of dimensions established by field measurement.
    - f. Relationship and attachment to adjoining construction clearly indicated.
    - g. Seal and signature of professional engineer if specified.
- C. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other materials.
  1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
  2. Identification: Permanently attach label on unexposed side of Samples that includes the following:
    - a. Project name and submittal number.
    - b. Generic description of Sample.
    - c. Product name and name of manufacturer.
    - d. Sample source.
    - e. Number and title of applicable Specification Section.
    - f. Specification paragraph number and generic name of each item.
  3. Web-Based Project Management Software: Prepare submittals in PDF form, and upload to web-based Project software website. Enter required data in web-based software site to fully identify submittal.
  4. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.

- a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at the time of use.
- b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
5. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
  - a. Number of Samples: Submit two full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.
6. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
  - a. Number of Samples: Submit three sets of Samples. Architect will retain two Sample sets; remainder will be returned.
    - 1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
    - 2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.
- D. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
- E. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.
- F. Design Data: Prepare and submit written and graphic information indicating compliance with indicated performance and design criteria in individual Specification Sections. Include list of assumptions and summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Number each page of submittal.
- G. Certificates:
  1. Certificates and Certifications Submittals: Submit a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity. Provide a notarized signature where indicated.
  2. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.

3. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
  4. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
  5. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
  6. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on AWS forms. Include names of firms and personnel certified.
- H. Test and Research Reports:
1. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for substrate preparation and primers required.
  2. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
  3. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
  4. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
  5. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
  6. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
    - a. Name of evaluation organization.
    - b. Date of evaluation.
    - c. Time period when report is in effect.
    - d. Product and manufacturers' names.
    - e. Description of product.
    - f. Test procedures and results.
    - g. Limitations of use.

#### 1.7 DELEGATED-DESIGN SERVICES

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.

1. If criteria indicated are insufficient to perform services or certification required, submit a written request for additional information to Architect.
  - B. Delegated-Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit digitally signed PDF file paper copies of certificate, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.
    1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.
- 1.8 CONTRACTOR'S REVIEW
- A. 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.
  - B. Contractor's Approval: Indicate Contractor's approval for each submittal with uniform approval stamp. Include name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.
    1. Architect will not review submittals received from Contractor that do not have Contractor's review and approval.
- 1.9 ARCHITECT'S REVIEW
- A. Action Submittals: Architect will review each submittal, indicate corrections or revisions required, and return it.
    1. PDF Submittals: Architect will indicate, via markup on each submittal, the appropriate action.
    2. Submittals by Web-Based Project Management Software: Architect will indicate, on Project management software website, the appropriate action.
  - B. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to the appropriate party.
  - C. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Architect.
  - D. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.
  - E. Architect will return without review submittals received from sources other than Contractor.
  - F. Submittals not required by the Contract Documents will be returned by Architect without action.

PART 2 - PRODUCTS (Not Used)  
PART 3 - EXECUTION (Not Used)  
END OF SECTION 013300

## SECTION 014000 - QUALITY REQUIREMENTS

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspection services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
  - 1. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and quality-control procedures that facilitate compliance with the Contract Document requirements.
  - 2. Requirements for Contractor to provide quality-assurance and quality-control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.

#### 1.2 DEFINITIONS

- A. Experienced: When used with an entity or individual, "experienced" unless otherwise further described means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.
- B. Field Quality-Control Tests and Inspections: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- C. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, assembly, and similar operations.
  - 1. Use of trade-specific terminology in referring to a Work result does not require that certain construction activities specified apply exclusively to specific trade(s).
- D. Preconstruction Testing: Tests and inspections performed specifically for Project before products and materials are incorporated into the Work, to verify performance or compliance with specified criteria. Unless otherwise indicated, copies of reports of tests or inspections performed for other than the Project do not meet this definition.
- E. Product Tests: Tests and inspections that are performed by a nationally recognized testing laboratory (NRTL) according to 29 CFR 1910.7, by a testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program (NVLAP), or by a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.
- F. Source Quality-Control Tests and Inspections: Tests and inspections that are performed at the source; for example, plant, mill, factory, or shop.
- G. Testing Agency: An entity engaged to perform specific tests, inspections, or both. The term "testing laboratory" has the same meaning as the term "testing agency."
- H. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.

- I. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Contractor's quality-control services do not include contract administration activities performed by Architect.
- 1.3 DELEGATED DESIGN SERVICES
- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
    - 1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.
  - B. Delegated Design Services Statement: Submit a statement, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional, indicating that the products and systems are in compliance with performance and design criteria indicated. Include list of codes, loads, and other factors used in performing these services.
- 1.4 CONFLICTING 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. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified is the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.
- 1.5 INFORMATIONAL SUBMITTALS
- A. Contractor's Statement of Responsibility: When required by authorities having jurisdiction, submit copy of written statement of responsibility submitted to authorities having jurisdiction before starting work on the following systems:
    - 1. Seismic-force-resisting system, designated seismic system, or component listed in the Statement of Special Inspections.
    - 2. Main wind-force-resisting system or a wind-resisting component listed in the Statement of Special Inspections.
  - B. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
  - C. Permits, Licenses, and Certificates: For Owner's record, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee

payments, judgments, correspondence, records, and similar documents established for compliance with standards and regulations bearing on performance of the Work.

#### 1.6 REPORTS AND DOCUMENTS

- A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:
  - 1. Date of issue.
  - 2. Project title and number.
  - 3. Name, address, telephone number, and email address of testing agency.
  - 4. Dates and locations of samples and tests or inspections.
  - 5. Names of individuals making tests and inspections.
  - 6. Description of the Work and test and inspection method.
  - 7. Identification of product and Specification Section.
  - 8. Complete test or inspection data.
  - 9. Test and inspection results and an interpretation of test results.
  - 10. Record of temperature and weather conditions at time of sample taking and testing and inspection.
  - 11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
  - 12. Name and signature of laboratory inspector.
  - 13. Recommendations on retesting and reinspecting.
- B. Manufacturer's Technical Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the following:
  - 1. Statement on condition of substrates and their acceptability for installation of product.
  - 2. Statement that products at Project site comply with requirements.
  - 3. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
  - 4. Results of operational and other tests and a statement of whether observed performance complies with requirements.
  - 5. Other required items indicated in individual Specification Sections.
- C. Factory-Authorized Service Representative's Reports: Prepare written information documenting manufacturer's factory-authorized service representative's tests and inspections specified in other Sections. Include the following:
  - 1. Statement that equipment complies with requirements.
  - 2. Results of operational and other tests and a statement of whether observed performance complies with requirements.
  - 3. Other required items indicated in individual Specification Sections.

#### 1.7 QUALITY ASSURANCE

- A. Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. 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.
- C. 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.
  - D. 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 successful in-service performance.
  - E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar in material, design, and extent to those indicated for this Project.
  - F. Specialists: Certain Specification Sections require that specific construction activities be performed by entities who are recognized experts in those operations. Specialists will satisfy qualification requirements indicated and engage in the activities indicated.
    - 1. Requirements of authorities having jurisdiction supersede requirements for specialists.
  - G. 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; and with additional qualifications specified in individual Sections; and, where required by authorities having jurisdiction, that is acceptable to authorities.
  - H. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
  - I. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect, demonstrate, repair, and perform service on installations of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
  - J. 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:
      - a. Provide test specimens representative of proposed products and construction.
      - b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
      - c. When testing is complete, remove test specimens and test assemblies; 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 and Commissioning Authority, with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.

1.8 QUALITY CONTROL

- A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
  - 1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspection they are engaged to perform.
  - 2. Costs for retesting and reinspecting construction that replaces or is necessitated by Work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract Sum will be adjusted by Change Order.
- B. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities, whether specified or not, to verify and document that the Work complies with requirements.
  - 1. Engage a qualified testing agency to perform quality-control services.
    - a. Contractor will not employ same entity engaged by Owner, unless agreed to in writing by Owner.
  - 2. Notify testing agencies at least twenty four (24) hours in advance of time when Work that requires testing or inspection will be performed.
  - 3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
  - 4. Testing and inspection requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
  - 5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- D. Testing Agency Responsibilities: Cooperate with Architect and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
  - 1. Notify Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
  - 2. Determine the locations from which test samples will be taken and in which in-situ tests are conducted.
  - 3. Conduct and interpret tests and inspections and state in each report whether tested and inspected Work complies with or deviates from requirements.
  - 4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
  - 5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
  - 6. Do not perform duties of Contractor.
- E. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Section 013300 "Submittal Procedures."
- F. Manufacturer's Technical Services: Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in pre-installation conferences, examination of substrates and

conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.

- G. Contractor's Associated Requirements and Services: Cooperate with agencies and representatives performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
  - 1. Access to the Work.
  - 2. Incidental labor and facilities necessary to facilitate tests and inspections.
  - 3. Adequate quantities of representative samples of materials that require testing and inspection. Assist agency in obtaining samples.
  - 4. Facilities for storage and field curing of test samples.
  - 5. Preliminary design mix proposed for use for material mixes that require control by testing agency.
  - 6. Security and protection for samples and for testing and inspection equipment at Project site.
- H. Coordination: 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.
  - 1. Schedule times for tests, inspections, obtaining samples, and similar activities.

#### 1.9 SPECIAL TESTS AND INSPECTIONS

- A. Special Tests and Inspections: Owner will engage a qualified testing agency to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Owner, as indicated in the Statement of Special Inspections in Section 014533, 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. Notifying Architect, Commissioning Authority, and Contractor promptly of irregularities and 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 and Commissioning Authority, with copy to Contractor and to authorities having jurisdiction.
  - 4. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
  - 5. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.
  - 6. Retesting and reinspecting corrected Work.

#### PART 2 - PRODUCTS (Not Used)

#### PART 3 - EXECUTION

##### 3.1 TEST AND INSPECTION LOG

- A. Test and Inspection Log: Prepare a record of tests and inspections. Include the following:
  - 1. Date test or inspection was conducted.
  - 2. Description of the Work tested or inspected.
  - 3. Date test or inspection results were transmitted to Architect.

4. Identification of testing agency or special inspector conducting test or inspection.
  - B. Maintain log at Project site. Post changes and revisions as they occur. Provide access to test and inspection log for Architect's and authorities' having jurisdiction reference during normal working hours.
    1. Submit log at Project closeout as part of Project Record Documents.
- 3.2 REPAIR AND PROTECTION
- A. General: On completion of testing, inspection, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
    1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Section 017300 "Execution."
  - B. Protect construction exposed by or for quality-control service activities.
  - C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 014000

## SECTION 014200 - REFERENCES

### PART 1 - GENERAL

#### 1.1 DEFINITIONS

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
- B. "Approved": When used to convey Architect's action on Contractor's submittals, applications, and requests, "Approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.
- C. "Directed": A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "Directed."
- D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "Indicated."
- E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.
- F. "Furnish": Supply and deliver to Project Site, ready for unloading, unpacking, assembly, installation, and similar operations.
- G. "Install": Unload, temporarily store, unpack, assemble, erect, place, anchor, apply, work to dimension, finish, cure, protect, clean, and similar operations at Project Site.
- H. "Provide": Furnish and install, complete and ready for the intended use.
- I. "Project Site": Space available for performing construction activities. The extent of Project Site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

#### 1.2 INDUSTRY STANDARDS

- A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
- B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.
  - 1. For standards referenced by applicable building codes, comply with dates of standards as listed in building codes.
- C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.
  - 1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 014200

## SECTION 016000 - PRODUCT REQUIREMENTS

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.
- B. Related Requirements:
  - 1. Section 012500 "Substitution Procedures" for requests for substitutions.

#### 1.2 DEFINITIONS

- A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
  - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature that is current as of date of the Contract Documents.
  - 2. New Products: Items that have not previously been incorporated into another project or facility. Salvaged items or items reused from other projects are not considered new products. Items that are manufactured or fabricated to include recycled content materials are considered new products, unless indicated otherwise.
  - 3. Comparable Product: Product by named manufacturer that is demonstrated and approved through the comparable product submittal process described in Part 2 "Comparable Products" Article, to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- B. Basis-of-Design Product Specification: A specification in which a single manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation. Published attributes and characteristics of basis-of-design product establish salient characteristics of products.
  - 1. Evaluation of Comparable Products: In addition to the basis-of-design product description, product attributes and characteristics may be listed to establish the significant qualities related to type, function, in-service performance and physical properties, weight, dimension, durability, visual characteristics, and other special features and requirements for purposes of evaluating comparable products of additional manufacturers named in the specification.
- C. Subject to Compliance with Requirements: Where the phrase "Subject to compliance with requirements" introduces a product selection procedure in an individual Specification Section, provide products qualified under the specified product procedure. In the event that a named product or product by a named manufacturer does not meet the other requirements of the specifications, select another named product or product from another named manufacturer that does meet the requirements of the specifications; submit a comparable product request or substitution request, if applicable.
- D. Comparable Product Request Submittal: An action submittal requesting consideration of a comparable product, including the following information:

1. Identification of basis-of-design product or fabrication or installation method to be replaced, including Specification Section number and title and Drawing numbers and titles.
  2. Data indicating compliance with the requirements specified in Part 2 "Comparable Products" Article.
- E. Basis-of-Design Product Specification Submittal: An action submittal complying with requirements in Section 013300 "Submittal Procedures."
- F. Substitution: Refer to Section 012500 "Substitution Procedures" for definition and limitations on substitutions.

### 1.3 QUALITY ASSURANCE

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.

### 1.4 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products, using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.

### 1.5 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
1. Manufacturer's Warranty: Written standard warranty form furnished by individual manufacturer for a particular product and issued in the name of the Owner or endorsed by manufacturer to Owner.
  2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner and issued in the name of the Owner or endorsed by manufacturer to Owner.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.
1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
  2. Specified Form: When specified forms are included in the Project Manual, prepare a written document, using indicated form properly executed.
  3. See other Sections for specific content requirements and particular requirements for submitting special warranties.

## PART 2 - PRODUCTS

### 2.1 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.

1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
  2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
  3. Owner reserves the right to limit selection to products with warranties meeting requirements of the Contract Documents.
  4. Where products are accompanied by the term "as selected," Architect will make selection.
  5. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.
- B. Product Selection Procedures:
1. Sole Product: Where Specifications name a single manufacturer and product, provide the named product that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
    - a. Sole product may be indicated by the phrase "Subject to compliance with requirements, provide the following."
  2. Sole Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
    - a. Sole manufacturer/source may be indicated by the phrase "Subject to compliance with requirements, provide products by the following."
  3. Limited List of Products: Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
    - a. Limited list of products may be indicated by the phrase "Subject to compliance with requirements, provide one of the following."
  4. Non-Limited List of Products: Where Specifications include a list of names of both available manufacturers and products, provide one of the products listed or an unnamed product that complies with requirements.
    - a. Non-limited list of products is indicated by the phrase "Subject to compliance with requirements, available products that may be incorporated in the Work include, but are not limited to, the following."
    - b. Provision of an unnamed product is not considered a substitution, if the product complies with requirements.
  5. Limited List of Manufacturers: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
    - a. Limited list of manufacturers is indicated by the phrase "Subject to compliance with requirements, provide products by one of the following."
  6. Non-Limited List of Manufacturers: Where Specifications include a list of available manufacturers, provide a product by one of the manufacturers listed or a product by an unnamed manufacturer that complies with requirements.

- a. Non-limited list of manufacturers is indicated by the phrase "Subject to compliance with requirements, available manufacturers whose products may be incorporated in the Work include, but are not limited to, the following."
  - b. Provision of products of an unnamed manufacturer is not considered a substitution, if the product complies with requirements.
7. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers. Drawings and Specifications may additionally indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.
- a. For approval of products by unnamed manufacturers, comply with requirements in Section 012500 "Substitution Procedures" for substitutions for convenience.
- C. Visual Matching Specification: Where Specifications require the phrase "match Architect's sample," provide a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.
1. If no product available within specified category matches and complies with other specified requirements, comply with requirements in Section 012500 "Substitution Procedures" for proposal of product.
- D. Visual Selection Specification: Where Specifications include the phrase "as selected by Architect from manufacturer's full range" or a similar phrase, select a product that complies with requirements. Architect will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.
- E. Sustainable Product Selection: Where Specifications require product to meet sustainable product characteristics, select products complying with indicated requirements. Comply with requirements in Division 01 sustainability requirements Section and individual Specification Sections.

## 2.2 COMPARABLE PRODUCTS

- A. Conditions for Consideration of Comparable Products: Architect will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect may return requests without action, except to record noncompliance with the following requirements:
1. Evidence that proposed product does not require revisions to the Contract Documents, is consistent with the Contract Documents, will produce the indicated results, and is compatible with other portions of the Work.
  2. Detailed comparison of significant qualities of proposed product with those of the named basis-of-design product. Significant product qualities include attributes, such as type, function, in-service performance and physical properties, weight, dimension, durability, visual characteristics, and other specific features and requirements.
  3. Evidence that proposed product provides specified warranty.
  4. List of similar installations for completed projects, with project names and addresses and names and addresses of architects and owners, if requested.
  5. Samples, if requested.

- B. Architect's Action on Comparable Products Submittal: If necessary, Architect will request additional information or documentation for evaluation, as specified in Section 013300 "Submittal Procedures."
  - 1. Form of Approval of Submittal: As specified in Section 013300 "Submittal Procedures."
  - 2. Use product specified if Architect does not issue a decision on use of a comparable product request within time allocated.
- C. Submittal Requirements, Two-Step Process: Approval by the Architect of Contractor's request for use of comparable product is not intended to satisfy other submittal requirements. Comply with specified submittal requirements.
- D. Submittal Requirements, Single-Step Process: When acceptable to Architect, incorporate specified submittal requirements of individual Specification Section in combined submittal for comparable products. Approval by the Architect of Contractor's request for use of comparable product and of individual submittal requirements will also satisfy other submittal requirements.

PART 3 - EXECUTION (Not Used)  
END OF SECTION 016000

## SECTION 017300 - EXECUTION

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes general administrative and procedural requirements governing execution of the Work, including, but not limited to, the following:
  - 1. Construction layout.
  - 2. Field engineering and surveying.
  - 3. Installation of the Work.
  - 4. Cutting and patching.
  - 5. Coordination of Owner's portion of the Work.
  - 6. Coordination of Owner-installed products.
  - 7. Progress cleaning.
  - 8. Starting and adjusting.
  - 9. Protection of installed construction.
- B. Related Requirements:
  - 1. Section 017700 "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, replacing defective work, and final cleaning.

#### 1.2 DEFINITIONS

- A. Cutting: Removal of in-place construction necessary to permit installation or performance of subsequent work.
- B. Patching: Fitting and repair work required to restore construction to original conditions after installation of subsequent work.

#### 1.3 INFORMATIONAL SUBMITTALS

- A. Certified Surveys: Submit two copies signed by professional engineer.
- B. Certificates: Submit certificate signed by professional engineer, certifying that location and elevation of improvements comply with requirements.

#### 1.4 CLOSEOUT SUBMITTALS

- A. Final Property Survey: Submit two copies showing the Work performed and record survey data.

#### 1.5 QUALITY ASSURANCE

- A. Land Surveyor Qualifications: A professional land surveyor who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing land-surveying services of the kind indicated.
- B. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.
  - 1. Structural Elements: When cutting and patching structural elements, or when encountering the need for cutting and patching of elements whose structural function is not known, notify Architect of locations and details of cutting and await directions from Architect before proceeding. Shore, brace, and support structural elements during cutting

- and patching. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection.
2. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.
  3. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety.
  4. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.
- C. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of specified products and equipment.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. Comply with requirements specified in other Sections.
  1. For projects requiring compliance with sustainable design and construction practices and procedures, use products for patching that comply with sustainable design requirements.
- B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
  1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to Architect for the visual and functional performance of in-place materials. Use materials that are not considered hazardous.
- C. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities affecting the Work.
  1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, gas service piping, and water-service piping; underground electrical services; and other utilities.
  2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.
- B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where

indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.

1. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
  2. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
  3. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
- C. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
1. Description of the Work, including Specification Section number and paragraph, and Drawing sheet number and detail, where applicable.
  2. List of detrimental conditions, including substrates.
  3. List of unacceptable installation tolerances.
  4. Recommended corrections.
- D. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

### 3.2 PREPARATION

- A. Existing Utility Information: Furnish information to local utility and Owner that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.
- B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to Architect in accordance with requirements in Section 013100 "Project Management and Coordination."

### 3.3 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks and existing conditions. If discrepancies are discovered, notify Architect promptly.
- B. Engage a professional engineer experienced in laying out the Work, using the following accepted surveying practices:
1. Establish benchmarks and control points to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project.
  2. Establish limits on use of Project site.
  3. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
  4. Inform installers of lines and levels to which they must comply.

5. Check the location, level and plumb, of every major element as the Work progresses.
  6. Notify Architect when deviations from required lines and levels exceed allowable tolerances.
  7. Close site surveys with an error of closure equal to or less than the standard established by authorities having jurisdiction.
- C. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and rim and invert elevations.
- D. Building Lines and Levels: Locate and lay out control lines and levels for structures, building foundations, column grids, and floor levels, including those required for mechanical and electrical work. Transfer survey markings and elevations for use with control lines and levels. Level foundations and piers from two or more locations.
- E. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Architect.

### 3.4 FIELD ENGINEERING

- A. Identification: Owner will identify existing benchmarks, control points, and property corners.
- B. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.
1. Do not change or relocate existing benchmarks or control points without prior written approval of Architect. Report lost or destroyed permanent benchmarks or control points promptly. Report the need to relocate permanent benchmarks or control points to Architect before proceeding.
  2. Replace lost or destroyed permanent benchmarks and control points promptly. Base replacements on the original survey control points.
- C. Benchmarks: Establish and maintain a minimum of two permanent benchmarks on Project site, referenced to data established by survey control points. Comply with authorities having jurisdiction for type and size of benchmark.
1. Record benchmark locations, with horizontal and vertical data, on Project Record Documents.
  2. Where the actual location or elevation of layout points cannot be marked, provide temporary reference points sufficient to locate the Work.
  3. Remove temporary reference points when no longer needed. Restore marked construction to its original condition.

### 3.5 INSTALLATION

- A. Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
1. Make vertical work plumb and make horizontal work level.
  2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
  3. Conceal pipes, ducts, and wiring in finished areas unless otherwise indicated.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.

- C. Install products at the time and under conditions that will ensure satisfactory results as judged by Architect. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations, so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy of type expected for Project.
- E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on-site and placement in permanent locations.
- F. Tools and Equipment: Select tools or equipment that minimize production of excessive noise levels.
- G. Templates: Obtain and distribute to the parties' involved templates for Work specified to be factory prepared and field installed. Check Shop Drawings of other portions of the Work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- H. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions with manufacturer.
  - 1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
  - 2. Allow for building movement, including thermal expansion and contraction.
  - 3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
- I. Joints: Make joints of uniform width. Where joint locations in exposed Work are not indicated, arrange joints for the best visual effect, as judged by Architect. Fit exposed connections together to form hairline joints.
- J. Repair or remove and replace damaged, defective, or nonconforming Work.
  - 1. Comply with Section 017700 "Closeout Procedures" for repairing or removing and replacing defective Work.

### 3.6 CUTTING AND PATCHING

- A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
  - 1. Cut in-place construction to provide for installation of other components or performance of other construction and subsequently patch as required to restore surfaces to their original condition.
- B. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.
- C. Temporary Support: Provide temporary support of Work to be cut.
- D. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.

- E. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
  - 1. In general, use hand or small power tools designed for sawing and grinding, not hammering, and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
  - 2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
  - 3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
  - 4. Excavating and Backfilling: Comply with requirements in applicable Sections where required by cutting and patching operations.
  - 5. Proceed with patching after construction operations requiring cutting are complete.
- F. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as practicable, as judged by Architect. Provide materials and comply with installation requirements specified in other Sections, where applicable.
  - 1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
  - 2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
    - a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
    - b. Restore damaged pipe covering to its original condition.
  - 3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
    - a. Where patching occurs in a painted surface, prepare substrate, and apply primer and intermediate paint coats appropriate for substrate over the patch, and apply final paint coat over entire unbroken surface containing the patch, corner to corner of wall and edge to edge of ceiling. Provide additional coats until patch blends with adjacent surfaces.
  - 4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
  - 5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition and ensures thermal and moisture integrity of building enclosure.
- G. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

### 3.7 PROGRESS CLEANING

- A. Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.

1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
  2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above eighty (80) deg F.
  3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
    - a. Use containers intended for holding waste materials of type to be stored.
  4. Coordinate progress cleaning for joint-use areas where Contractor and other contractors are working concurrently.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where Work is in progress to the level of cleanliness necessary for proper execution of the Work.
1. Remove liquid spills promptly.
  2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Exposed Surfaces: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways. Comply with waste disposal requirements in Section 015000 "Temporary Facilities and Controls."
- H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- J. Limiting Exposures: Supervise construction operations to ensure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

### 3.8 STARTING AND ADJUSTING

- A. Coordinate startup and adjusting of equipment and operating components with requirements in Section 019113 "General Commissioning Requirements."
- B. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- C. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.
- D. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

- E. Manufacturer's Field Service: Comply with qualification requirements in Section 014000 "Quality Requirements."

3.9 PROTECTION AND REPAIR OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Repair Work previously completed and subsequently damaged during construction period. Repair to like-new condition.
- C. Comply with Manufacturer's written instructions for temperature and relative humidity.

END OF SECTION 017300

## SECTION 017700 - CLOSEOUT PROCEDURES

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for Contract closeout, including, but not limited to, the following:
  - 1. Substantial Completion procedures.
  - 2. Final completion procedures.
  - 3. Warranties.
  - 4. Final cleaning.
- B. Related Requirements:
  - 1. Section 017823 "Operation and Maintenance Data" for additional operation and maintenance manual requirements.
  - 2. Section 017839 "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
  - 3. Section 017900 "Demonstration and Training" for requirements to train the Owner's maintenance personnel to adjust, operate, and maintain products, equipment, and systems.

#### 1.2 ACTION SUBMITTALS

- A. Product Data: For each type of cleaning agent.
- B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.
- C. Certified List of Incomplete Items: Final submittal at Final Completion.

#### 1.3 CLOSEOUT SUBMITTALS

- A. Certificates of Release: From authorities having jurisdiction.
- B. Certificate of Insurance: For continuing coverage.
- C. Field Report: For pest-control inspection.

#### 1.4 SUBSTANTIAL COMPLETION PROCEDURES

- 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 ten (10) days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
  - 1. 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 releases.
  - 2. Submit closeout submittals specified in other Division 01 Sections, including Project Record Documents, operation and maintenance manuals, damage or settlement surveys, property surveys, and similar final record information.
  - 3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.

4. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Architect. Label with Manufacturer's name and model number.
  5. Submit testing, adjusting, and balancing records.
  6. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
- C. Procedures Prior to Substantial Completion: Complete the following a minimum of ten (10) days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
1. Advise Owner of pending insurance changeover requirements.
  2. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
  3. Complete startup and testing of systems and equipment.
  4. Perform preventive maintenance on equipment used prior to Substantial Completion.
  5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training video recordings specified in Section 017900 "Demonstration and Training."
  6. Advise Owner of changeover in utility services.
  7. Participate with Owner in conducting inspection and walkthrough with local emergency responders.
  8. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
  9. Complete final cleaning requirements.
  10. Touch up paint and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of ten (10) days prior to date the Work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.
- 1.5 FINAL COMPLETION PROCEDURES
- A. Submittals Prior to Final Completion: Before requesting final inspection for determining Final Completion, complete the following:
1. Submit a final Application for Payment in accordance with Section 012900 "Payment Procedures."
  2. 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.
  3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
  4. Submit pest-control final inspection report.

- B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of ten (10) days prior to date the Work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

#### 1.6 LIST OF INCOMPLETE ITEMS

- A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
  - 1. Organize list of spaces in sequential order, starting with exterior areas first and proceeding from lowest floor to highest floor, listed by room or space number.
  - 2. Organize items applying to each space by major element, including categories for ceilings, individual walls, floors, equipment, and building systems.
  - 3. Include the following information at the top of each page:
    - a. Project name.
    - b. Date.
    - c. Name of Architect.
    - d. Name of Contractor.
    - e. Page number.
  - 4. Submit list of incomplete items in the following format:
    - a. PDF Electronic File.

#### 1.7 SUBMITTAL OF PROJECT WARRANTIES

- A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the Work where warranties are indicated to commence on dates other than date of Substantial Completion, or when delay in submittal of warranties might limit Owner's rights under warranty.
- B. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.
- C. Warranty Electronic File: Provide warranties and bonds in PDF format. Assemble complete warranty and bond submittal package into a single electronic PDF file with bookmarks enabling navigation to each item. Provide bookmarked table of contents at beginning of document.
  - 1. Submit by uploading to web-based project software site.

### PART 2 - PRODUCTS

#### 2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by Manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.
  - 1. 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.

## PART 3 - EXECUTION

### 3.1 FINAL CLEANING

- A. Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: 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.
  - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:
    - a. Clean Project site of rubbish, waste material, litter, and other foreign substances.
    - b. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
    - c. Remove debris and surface dust from limited-access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
    - d. Clean flooring, removing debris, dirt, and staining; clean according to Manufacturer's recommendations.
    - e. Vacuum and mop concrete.
    - f. Vacuum carpet and similar soft surfaces, removing debris and excess nap; clean according to Manufacturer's recommendations if visible soil or stains remain.
    - g. 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 surfaces.
    - h. Remove labels that are not permanent.
    - i. Wipe surfaces of mechanical and electrical equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
    - j. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
    - k. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
    - l. Clean ducts, blowers, and coils if units were operated without filters during construction or that display contamination with particulate matter on inspection].
      - 1) Clean HVAC system in compliance with NADCA ACR.
    - m. Clean luminaires, lamps, globes, and reflectors to function with full efficiency.
    - n. Clean strainers.
    - o. Leave Project clean and ready for occupancy.
- C. Pest Control: Comply with pest control requirements in Section 015000 "Temporary Facilities and Controls." Prepare written report.
- D. Construction Waste Disposal: Comply with waste-disposal requirements in Section 015000 "Temporary Facilities and Controls."

3.2 REPAIR OF THE WORK

- A. Complete repair and restoration operations required by Section 017300 "Execution" before requesting inspection for determination of Substantial Completion.

END OF SECTION 017700

## SECTION 017823 - OPERATION AND MAINTENANCE DATA

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
  1. Operation and maintenance documentation directory manuals.
  2. Emergency manuals.
  3. Systems and equipment operation manuals.
  4. Systems and equipment maintenance manuals.
  5. Product maintenance manuals.

#### 1.2 CLOSEOUT SUBMITTALS

- A. Submit operation and maintenance manuals indicated. Provide content for each manual as specified in individual Specification Sections, and as reviewed and approved at the time of Section submittals. Submit reviewed manual content formatted and organized as required by this Section.
  1. Architect and Commissioning Authority will comment on whether content of operation and maintenance submittals is acceptable.
  2. Where applicable, clarify and update reviewed manual content to correspond to revisions and field conditions.
- B. Format: Submit operation and maintenance manuals in the following format:
  1. Submit by uploading to web-based project software site. Enable reviewer comments on draft submittals.
- C. Final Manual Submittal: Submit each manual in final form prior to requesting inspection for Substantial Completion and at least fifteen (15) days before commencing demonstration and training. Architect and Commissioning Authority will return copy with comments.
  1. Correct or revise each manual to comply with Architect's and Commissioning Authority's comments. Submit copies of each corrected manual within fifteen (15) days of receipt of Architect's and Commissioning Authority's comments and prior to commencing demonstration and training.
- D. Comply with Section 017700 "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

#### 1.3 FORMAT OF OPERATION AND MAINTENANCE MANUALS

- A. Manuals, Electronic Files: Submit manuals in the form of a multiple file composite electronic PDF file for each manual type required.
  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. File Names and Bookmarks: 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.

#### 1.4 REQUIREMENTS FOR EMERGENCY, OPERATION, AND MAINTENANCE MANUALS

- A. 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. Each manual shall contain the following materials, in the order listed:
  - 1. Title page.
  - 2. Table of contents.
  - 3. Manual contents.
- B. Title Page: Include the following information:
  - 1. Subject matter included in manual.
  - 2. Name and address of Project.
  - 3. Name and address of Owner.
  - 4. Date of submittal.
  - 5. Name and contact information for Contractor.
  - 6. Name and contact information for Construction Manager.
  - 7. Name and contact information for Architect.
  - 8. Name and contact information for Commissioning Authority.
  - 9. Names and contact information for major consultants to the Architect that designed the systems contained in the manuals.
  - 10. Cross-reference to related systems in other operation and maintenance manuals.
- C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.
- D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.
- E. Identification: In the documentation directory and in each operation and maintenance manual, identify each system, subsystem, and piece of equipment with same designation used in the Contract Documents. If no designation exists, assign a designation according to ASHRAE Guideline 4, "Preparation of Operating and Maintenance Documentation for Building Systems."

#### 1.5 EMERGENCY MANUALS

- A. 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.
- B. Content: Organize manual into a separate section for each of the following:
  - 1. Type of emergency.
  - 2. Emergency instructions.
  - 3. Emergency procedures.
- C. Type of Emergency: Where applicable for each type of emergency indicated below, include instructions and procedures for each system, subsystem, piece of equipment, and component:
  - 1. Fire.
  - 2. Flood.

3. Gas leak.
  4. Water leak.
  5. Power failure.
  6. Water outage.
  7. System, subsystem, or equipment failure.
  8. Chemical release or spill.
- D. Emergency Instructions: Describe and explain warnings, trouble indications, error messages, and similar codes and signals. Include responsibilities of Owner's operating personnel for notification of Installer, supplier, and Manufacturer to maintain warranties.
- E. Emergency Procedures: Include the following, as applicable:
1. Instructions on stopping.
  2. Shutdown instructions for each type of emergency.
  3. Operating instructions for conditions outside normal operating limits.
  4. Required sequences for electric or electronic systems.
  5. Special operating instructions and procedures.

#### 1.6 SYSTEMS AND EQUIPMENT OPERATION MANUALS

- A. 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.
- B. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:
1. System, subsystem, and equipment descriptions. Use designations for systems and equipment indicated on Contract Documents.
  2. Performance and design criteria if Contractor has delegated design responsibility.
  3. Operating standards.
  4. Operating procedures.
  5. Operating logs.
  6. Wiring diagrams.
  7. Control diagrams.
  8. Piped system diagrams.
  9. Precautions against improper use.
  10. License requirements including inspection and renewal dates.
- C. Descriptions: Include the following:
1. Product name and model number. Use designations for products indicated on Contract Documents.
  2. Manufacturer's name.
  3. Equipment identification with serial number of each component.
  4. Equipment function.
  5. Operating characteristics.
  6. Limiting conditions.
  7. Performance curves.
  8. Engineering data and tests.
  9. Complete nomenclature and number of replacement parts.
- D. Operating Procedures: Include the following, as applicable:

1. Startup procedures.
  2. Equipment or system break-in procedures.
  3. Routine and normal operating instructions.
  4. Regulation and control procedures.
  5. Instructions on stopping.
  6. Normal shutdown instructions.
  7. Seasonal and weekend operating instructions.
  8. Required sequences for electric or electronic systems.
  9. Special operating instructions and procedures.
- E. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.
- F. Piped Systems: Diagram piping as installed and identify color coding where required for identification.
- 1.7 SYSTEMS AND EQUIPMENT MAINTENANCE MANUALS
- A. 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.
- B. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, Manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranties and bonds, as described below.
- C. Manufacturers' Maintenance Documentation: Include the following information for each component part or piece of equipment:
1. Standard maintenance instructions and bulletins; include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.
    - a. Prepare supplementary text if Manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.
  2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
  3. Identification and nomenclature of parts and components.
  4. List of items recommended to be stocked as spare parts.
- D. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:
1. Test and inspection instructions.
  2. Troubleshooting guide.
  3. Precautions against improper maintenance.
  4. Disassembly; component removal, repair, and replacement; and reassembly instructions.
  5. Aligning, adjusting, and checking instructions.
  6. Demonstration and training video recording, if available.

- E. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.
- F. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to Manufacturers' maintenance documentation and local sources of maintenance materials and related services.
- G. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
  - 1. Include procedures to follow and required notifications for warranty claims.
- H. Drawings: Prepare drawings supplementing Manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in record Drawings to ensure correct illustration of completed installation.

1.8 PRODUCT MAINTENANCE MANUALS

- A. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.
- B. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.
- C. Product Information: Include the following, as applicable:
  - 1. Product name and model number.
  - 2. Manufacturer's name.
  - 3. Color, pattern, and texture.
  - 4. Material and chemical composition.
  - 5. Reordering information for specially manufactured products.
- D. Maintenance Procedures: Include Manufacturer's written recommendations and the following:
  - 1. Inspection procedures.
  - 2. Types of cleaning agents to be used and methods of cleaning.
  - 3. List of cleaning agents and methods of cleaning detrimental to product.
  - 4. Schedule for routine cleaning and maintenance.
  - 5. Repair instructions.
- E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.
- F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
  - 1. Include procedures to follow and required notifications for warranty claims.

PART 2 - PRODUCTS (Not Used)  
PART 3 - EXECUTION (Not Used)  
END OF SECTION 017823

## SECTION 017839 - PROJECT RECORD DOCUMENTS

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for Project Record Documents, including the following:
  - 1. Record Drawings.
  - 2. Record specifications.
  - 3. Record Product Data.
- B. Related Requirements:
  - 1. Section 017823 "Operation and Maintenance Data" for operation and maintenance manual requirements.

#### 1.2 CLOSEOUT SUBMITTALS

- A. Record Drawings: Comply with the following:
  - 1. Number of Copies: Submit copies of Record Drawings as follows:
    - a. Initial Submittal:
      - 1) Submit PDF electronic files of scanned record prints and one set(s) of file prints.
      - 2) Architect will indicate whether general scope of changes, additional information recorded, and quality of drafting are acceptable.
    - b. Final Submittal:
      - 1) Submit PDF electronic files of scanned Record Prints and one set(s) of file prints.
      - 2) Print each drawing, whether or not changes and additional information were recorded.
- B. Record Specifications: Submit annotated PDF electronic files of Project's Specifications, including addenda and Contract modifications.
- C. Record Product Data: Submit annotated PDF electronic files and directories of each submittal.
  - 1. Where record Product Data is required as part of operation and maintenance manuals, submit duplicate marked-up Product Data as a component of manual.

#### 1.3 RECORD DRAWINGS

- 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.
  - 1. Preparation: Mark record prints to show the actual installation, where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.
    - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
    - b. Accurately record information in an acceptable drawing technique.
    - c. Record data as soon as possible after obtaining it.
    - d. Record and check the markup before enclosing concealed installations.
    - e. Cross-reference record prints to corresponding photographic documentation.
  - 2. Content: Types of items requiring marking include, but are not limited to, the following:
    - a. Dimensional changes to Drawings.

- b. Revisions to details shown on Drawings.
- c. Depths of foundations.
- d. Locations and depths of underground utilities.
- e. Revisions to routing of piping and conduits.
- f. Revisions to electrical circuitry.
- g. Actual equipment locations.
- h. Duct size and routing.
- i. Locations of concealed internal utilities.
- j. Changes made by Change Order or Construction Change Directive.
- k. Changes made following Architect's written orders.
- l. Details not on the original Contract Drawings.
- m. Field records for variable and concealed conditions.
- n. Record information on the Work that is shown only schematically.
3. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.
4. Mark record prints with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
5. Mark important additional information that was either shown schematically or omitted from original Drawings.
6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
- B. Record Digital Data Files: Immediately before inspection for Certificate of Substantial Completion, review marked-up record prints with Architect. When authorized, prepare a full set of corrected digital data files of the Contract Drawings, as follows:
  1. Format: Same digital data software program, version, and operating system as for the original Contract Drawings.
  2. Format: DWG, Microsoft Windows operating system.
  3. Format: Annotated PDF electronic file with comment function enabled.
  4. Incorporate changes and additional information previously marked on record prints. Delete, redraw, and add details and notations where applicable.
  5. Refer instances of uncertainty to Architect for resolution.
  6. Architect will furnish Contractor with one set of digital data files of the Contract Drawings for use in recording information.
- C. Format: Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
  1. Record Prints: Organize record prints into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
  2. Format: Annotated PDF electronic file with comment function enabled.
  3. Record Digital Data Files: Organize digital data information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each digital data file.
  4. Identification: As follows:
    - a. Project name.
    - b. Date.
    - c. Designation "PROJECT RECORD DRAWINGS."

- d. Name of Architect.
- e. Name of Contractor.

#### 1.4 RECORD SPECIFICATIONS

- A. Preparation: Mark Specifications to indicate the actual product installation, where installation varies from that indicated in Specifications, addenda, and Contract modifications.
  - 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
  - 2. For each principal product, indicate whether Record Product Data has been submitted in operation and maintenance manuals instead of submitted as Record Product Data.
  - 3. Note related Change Orders, Record Product Data,] and Record Drawings where applicable.
- B. Format: Submit record specifications as annotated PDF electronic file.

#### 1.5 RECORD PRODUCT DATA

- A. Recording: 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.
- B. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
  - 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
  - 2. Include significant changes in the product delivered to Project site and changes in Manufacturer's written instructions for installation.
  - 3. Note related Change Orders and Record Drawings where applicable.
- C. Format: Submit Record Product Data as annotated PDF electronic file.
  - 1. Include Record Product Data directory organized by Specification Section number and title, electronically linked to each item of Record Product Data.

#### 1.6 MAINTENANCE OF RECORD DOCUMENTS

- A. Maintenance of Record Documents: Store Record Documents in the field office apart from the Contract Documents used for construction. Do not use Project Record Documents for construction purposes. Maintain Record Documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to Project Record Documents for Architect's reference during normal working hours.

PART 2 - PRODUCTS (Not Used)  
PART 3 - EXECUTION (Not Used)  
END OF SECTION 017839

## SECTION 017900 - DEMONSTRATION AND TRAINING

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for instructing Owner's personnel, including the following:
1. Instruction in operation and maintenance of systems, subsystems, and equipment.

#### 1.2 QUALITY ASSURANCE

- A. Instructor Qualifications: A factory-authorized service representative, complying with requirements in Section 014000 "Quality Requirements," experienced in operation and maintenance procedures and training.

#### 1.3 COORDINATION

- A. Coordinate instructors, including providing notification of dates, times, length of instruction time, and course content.

#### 1.4 INSTRUCTION PROGRAM

- A. Program Structure: Develop an instruction program that includes individual training modules for each system and for equipment not part of a system, as required by individual Specification Sections.
- B. Training Modules: Develop a learning objective and teaching outline for each module. Include a description of specific skills and knowledge that participant is expected to master. For each module, include instruction for the following as applicable to the system, equipment, or component:
1. Basis of System Design, Operational Requirements, and Criteria: Include the following:
    - a. System, subsystem, and equipment descriptions.
    - b. Performance and design criteria if Contractor is delegated design responsibility.
    - c. Operating standards.
    - d. Regulatory requirements.
    - e. Equipment function.
    - f. Operating characteristics.
    - g. Limiting conditions.
    - h. Performance curves.
  2. Documentation: Review the following items in detail:
    - a. Emergency manuals.
    - b. Systems and equipment operation manuals.
    - c. Systems and equipment maintenance manuals.
    - d. Product maintenance manuals.
    - e. Project Record Documents.
    - f. Identification systems.
    - g. Warranties and bonds.
    - h. Maintenance service agreements and similar continuing commitments.
  3. Emergencies: Include the following, as applicable:
    - a. Instructions on meaning of warnings, trouble indications, and error messages.

- b. Instructions on stopping.
- c. Shutdown instructions for each type of emergency.
- d. Operating instructions for conditions outside of normal operating limits.
- e. Sequences for electric or electronic systems.
- f. Special operating instructions and procedures.
- 4. Operations: Include the following, as applicable:
  - a. Startup procedures.
  - b. Equipment or system break-in procedures.
  - c. Routine and normal operating instructions.
  - d. Regulation and control procedures.
  - e. Control sequences.
  - f. Safety procedures.
  - g. Instructions on stopping.
  - h. Normal shutdown instructions.
  - i. Operating procedures for emergencies.
  - j. Operating procedures for system, subsystem, or equipment failure.
  - k. Seasonal and weekend operating instructions.
  - l. Required sequences for electric or electronic systems.
  - m. Special operating instructions and procedures.
- 5. Adjustments: Include the following:
  - a. Alignments.
  - b. Checking adjustments.
  - c. Noise and vibration adjustments.
  - d. Economy and efficiency adjustments.
- 6. Troubleshooting: Include the following:
  - a. Diagnostic instructions.
  - b. Test and inspection procedures.
- 7. Maintenance: Include the following:
  - a. Inspection procedures.
  - b. Types of cleaning agents to be used and methods of cleaning.
  - c. List of cleaning agents and methods of cleaning detrimental to product.
  - d. Procedures for routine cleaning.
  - e. Procedures for preventive maintenance.
  - f. Procedures for routine maintenance.
  - g. Instruction on use of special tools.
- 8. Repairs: Include the following:
  - a. Diagnosis instructions.
  - b. Repair instructions.
  - c. Disassembly; component removal, repair, and replacement; and reassembly instructions.
  - d. Instructions for identifying parts and components.
  - e. Review of spare parts needed for operation and maintenance.

#### 1.5 INSTRUCTION

- A. Scheduling: Provide instruction at mutually agreed-on times. For equipment that requires seasonal operation, provide similar instruction at start of each season.

1. Schedule training with Owner directly with at least seven (7) days' advance notice.
- B. Training Location and Reference Material: Conduct training on-site in the completed and fully operational facility using the actual equipment in-place. Conduct training using final operation and maintenance data submittals.
- C. Evaluation: At conclusion of each training module, assess and document each participant's mastery of module by use of a demonstration performance-based test.
- D. Cleanup: Collect used and leftover educational materials and give to Owner. Remove instructional equipment. Restore systems and equipment to condition existing before initial training use.

PART 2 - PRODUCTS

PART 3 - EXECUTION

END OF SECTION 017900

## SECTION 024116 - SELECTIVE DEMOLITION

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section Includes:
  - 1. The removal of selective demolition including but not limited to walls, mechanical, plumbing, ceilings, and lighting.
  - 2. Salvaging items for reuse by Owner.

#### 1.3 DEFINITIONS

- A. Remove: Detach items from existing construction and dispose of them off-site unless indicated to be salvaged.
- B. Remove and Salvage: Detach items from existing construction, in a manner to prevent damage, and store on site for reuse. Include fasteners or brackets needed for reattachment elsewhere.

#### 1.4 MATERIALS OWNERSHIP

- A. Unless otherwise indicated, demolition waste becomes property of Contractor.
- B. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to Owner that may be uncovered during demolition remain the property of Owner.
  - 1. Carefully salvage in a manner to prevent damage and promptly return to Owner.

#### 1.5 PREINSTALLATION MEETINGS

- A. Pre-demolition Conference: Conduct conference at Project site.
  - 1. Inspect and discuss condition of construction to be demolished.
  - 2. Review and finalize protection requirements.
  - 3. Review procedures for noise control and dust control.
  - 4. Review effect of lighting control removal in areas with owner prior to proceeding.

#### 1.6 FIELD CONDITIONS

- A. Conduct demolition so operations of occupied buildings will not be disrupted.
  - 1. Provide not less than seventy-two (72) hours' notice of activities that will affect operations of building.
- B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- C. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.
  - 1. Hazardous materials will be removed by Owner before start of the Work.

2. If materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify Engineer and Owner. Hazardous materials will be removed by Owner under a separate contract.
- D. On-site storage or sale of removed items or materials is not permitted.

#### 1.7 COORDINATION

- A. Arrange demolition schedule so as not to interfere with Owner's on-site operations or operations of adjacent occupied buildings.

### PART 2 - PRODUCTS

#### 2.1 PERFORMANCE REQUIREMENTS

- A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Standards: Comply with ANSI/ASSE A10.6 and NFPA 241.

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Review Project Record Documents of existing construction or other existing condition and hazardous material information provided by Owner. Owner does not guarantee that existing conditions are same as those indicated in Project Record Documents.

#### 3.2 PROTECTION

- A. Existing Facilities: Protect ceilings, walls, light fixtures, and other building facilities during demolition operations. Maintain exits from existing buildings.

#### 3.3 DEMOLITION, GENERAL

- A. General: Demolish indicated lighting control system and devices. Use methods required to complete the Work within limitations of governing regulations and as follows:
  1. Do not use cutting torches until work area is cleared of flammable materials. Maintain portable fire-suppression devices during flame-cutting operations.
  2. Maintain fire watch during and for at least four (4) hours after flame-cutting operations.
  3. Maintain adequate ventilation when using cutting torches.
- B. Explosives: Use of explosives is not permitted.

#### 3.4 REPAIRS

- A. Promptly repair damage to adjacent features caused by demolition operations.

#### 3.5 DISPOSAL OF DEMOLISHED MATERIALS

- A. Remove demolition materials from Project site and dispose of them in an EPA-approved construction and demolition waste landfill acceptable to authorities having jurisdiction
  1. Do not allow demolished materials to accumulate on-site.
  2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

B. Do not burn demolished materials.

3.6 CLEANING

- A. Clean adjacent structures and improvements of dust, dirt, and debris caused by demolition operations. Return adjacent areas to condition existing before demolition operations began.
1. Clean roadways of dirt and/or debris caused by debris transport.

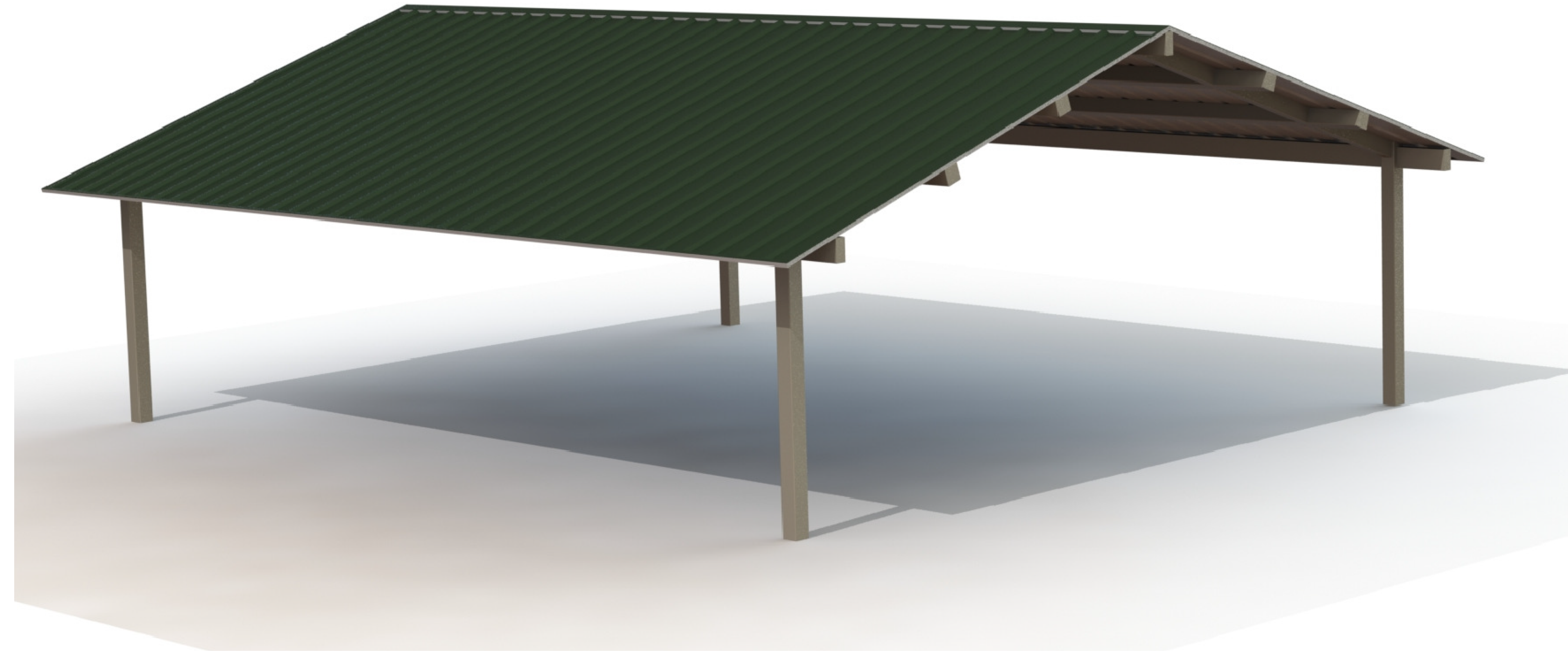
END OF SECTION 024116



**GARDNER PAVILION ADDITION  
SO-1859**

333 DAHLIA DR,  
LANSING, MI 48911

07/01/2026



**PROJECT CONTACT LIST**

OWNER:  
LANSING SCHOOL DISTRICT  
519 W KALAMAZOO,  
LANSING, MI 48933  
CONTACT: TODD COE  
PHONE: 517-755-3818  
TODD.COE@LANSINGSCHOOLS.NET

ARCHITECT:  
COLLIERS ENGINEERING & DESIGN  
560 5TH ST. STE 305,  
GRAND RAPIDS, MI 49504  
CONTACT: BUDDY HUYLER  
PHONE: 616-848-6969  
BUDDY.HUYLER@COLLIERSENG.COM

**DRAWING INDEX**

SHEET INDEX	
00 - GENERAL	
G000	COVER SHEET
04 - ARCHITECTURAL	
A101	FIRST FLOOR PLAN
08 - ELECTRICAL	
E001	LEGEND
E002	SPECIFICATIONS
ES001	SITE PLAN

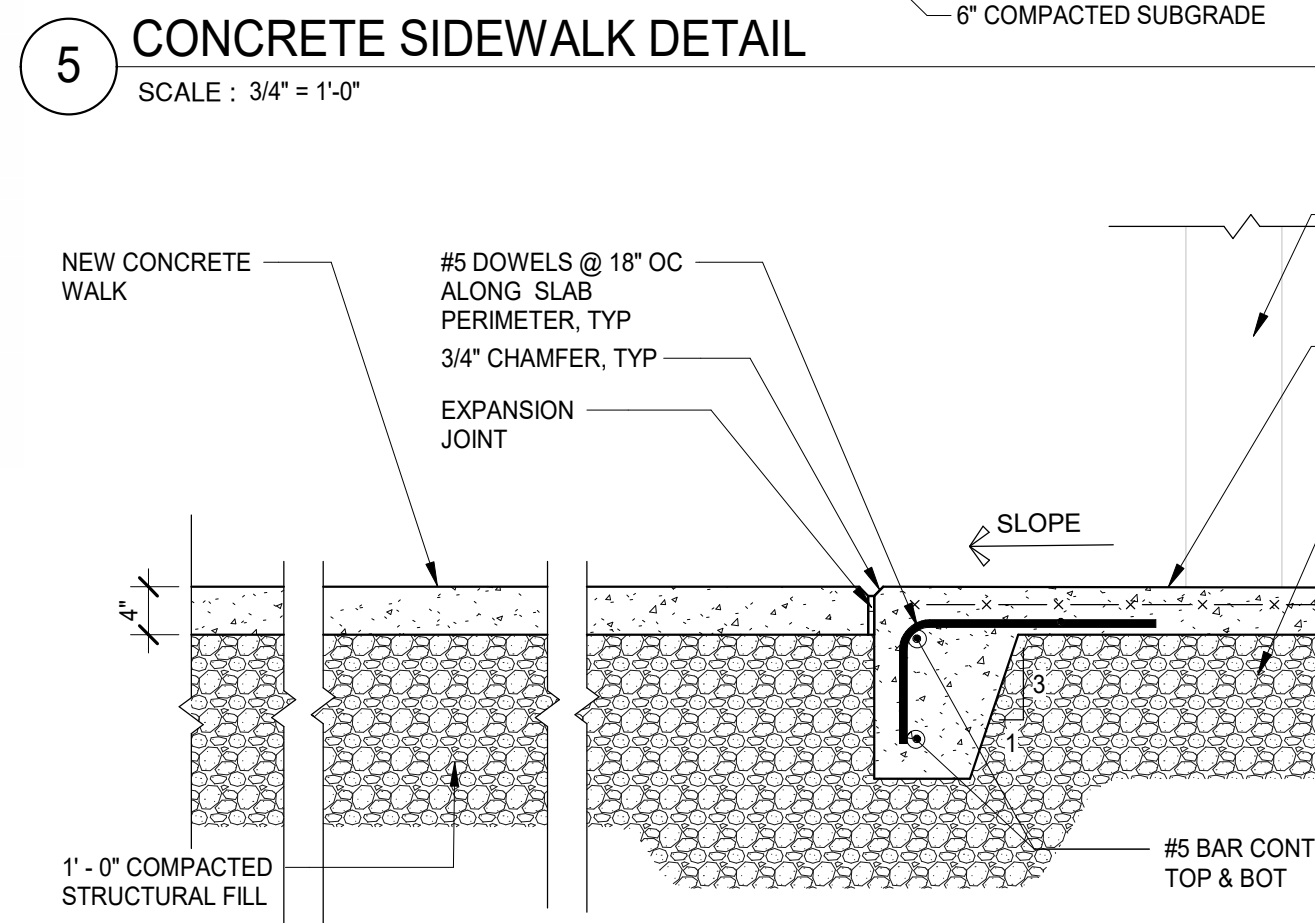
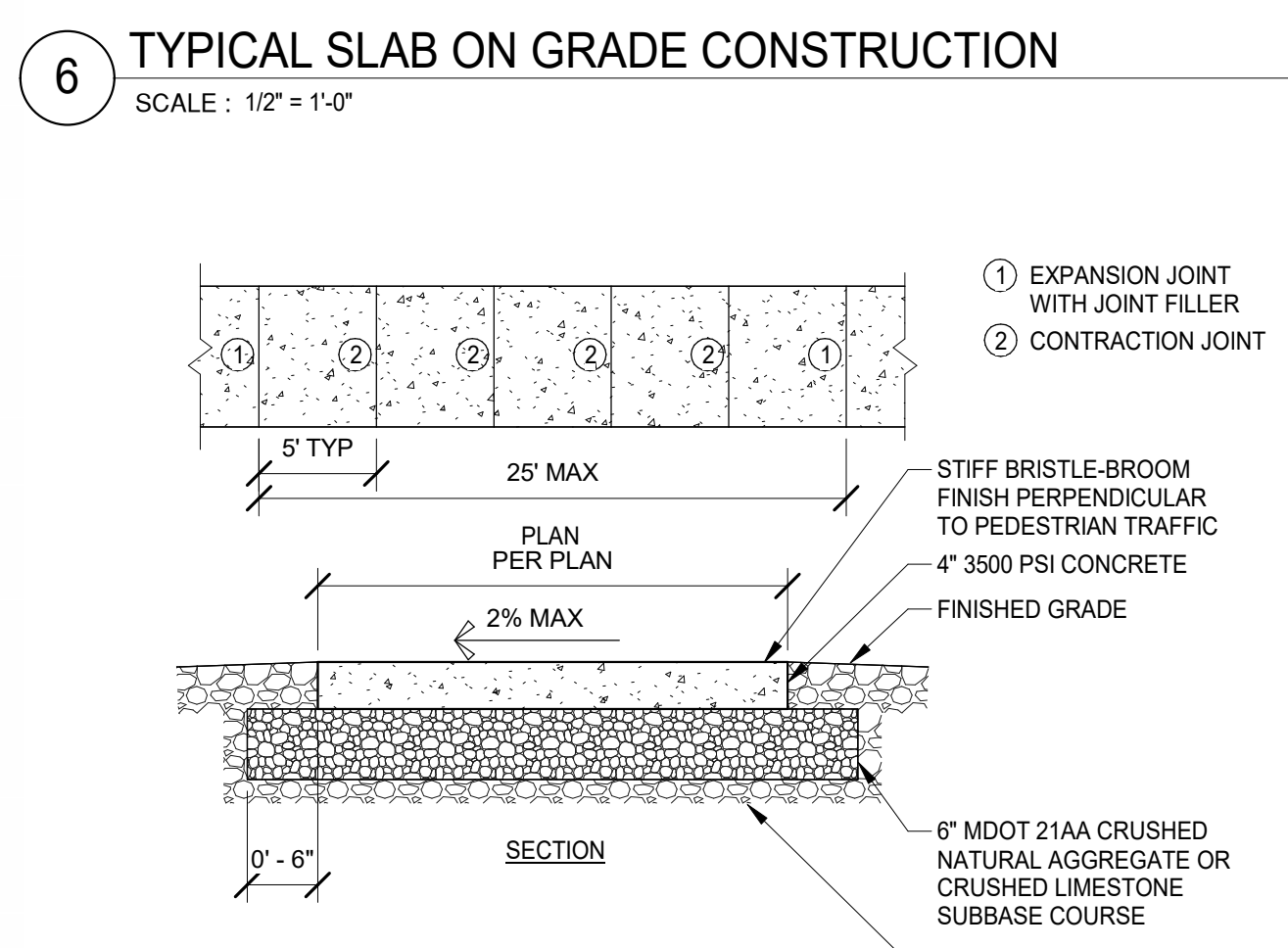
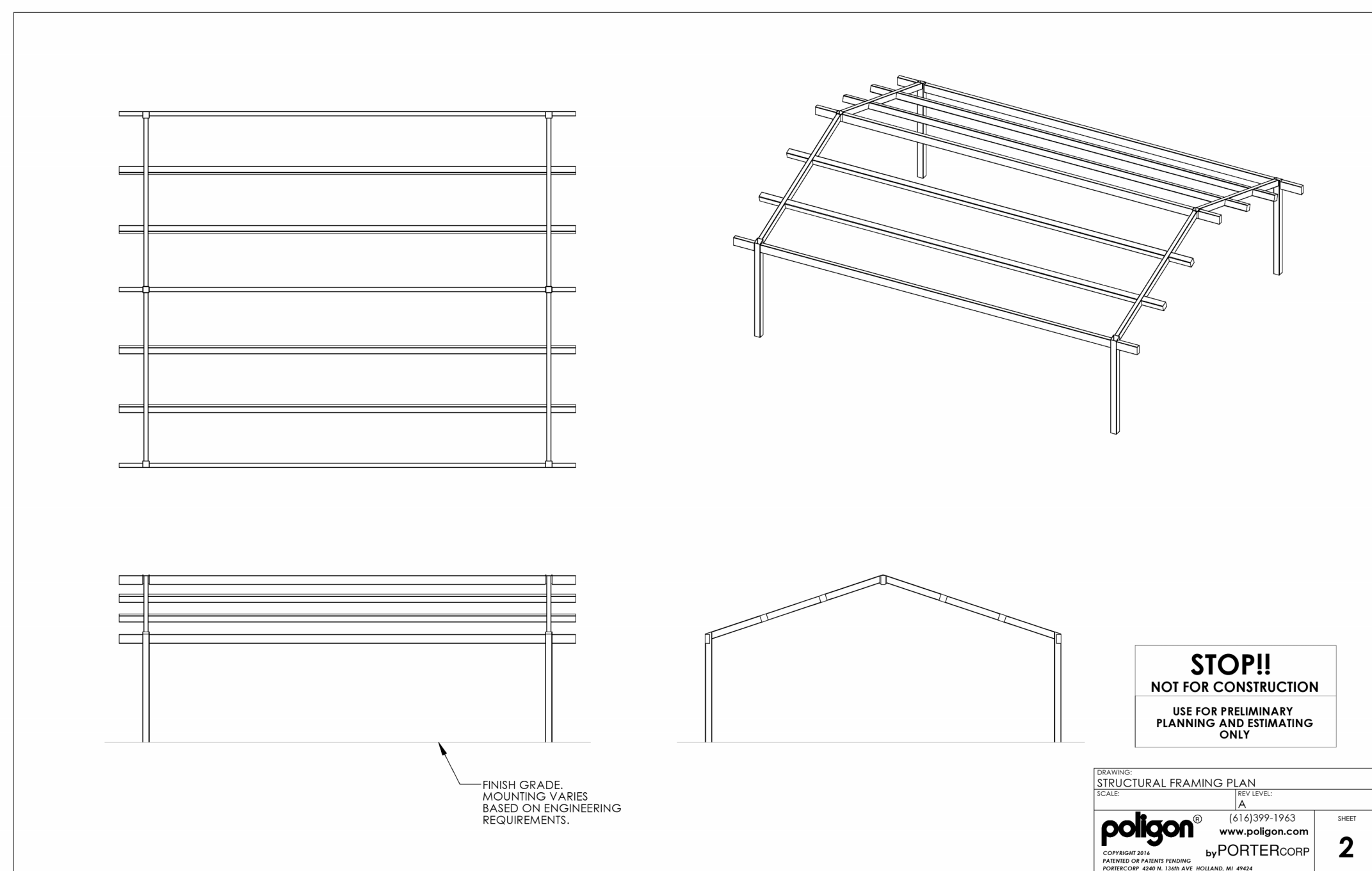
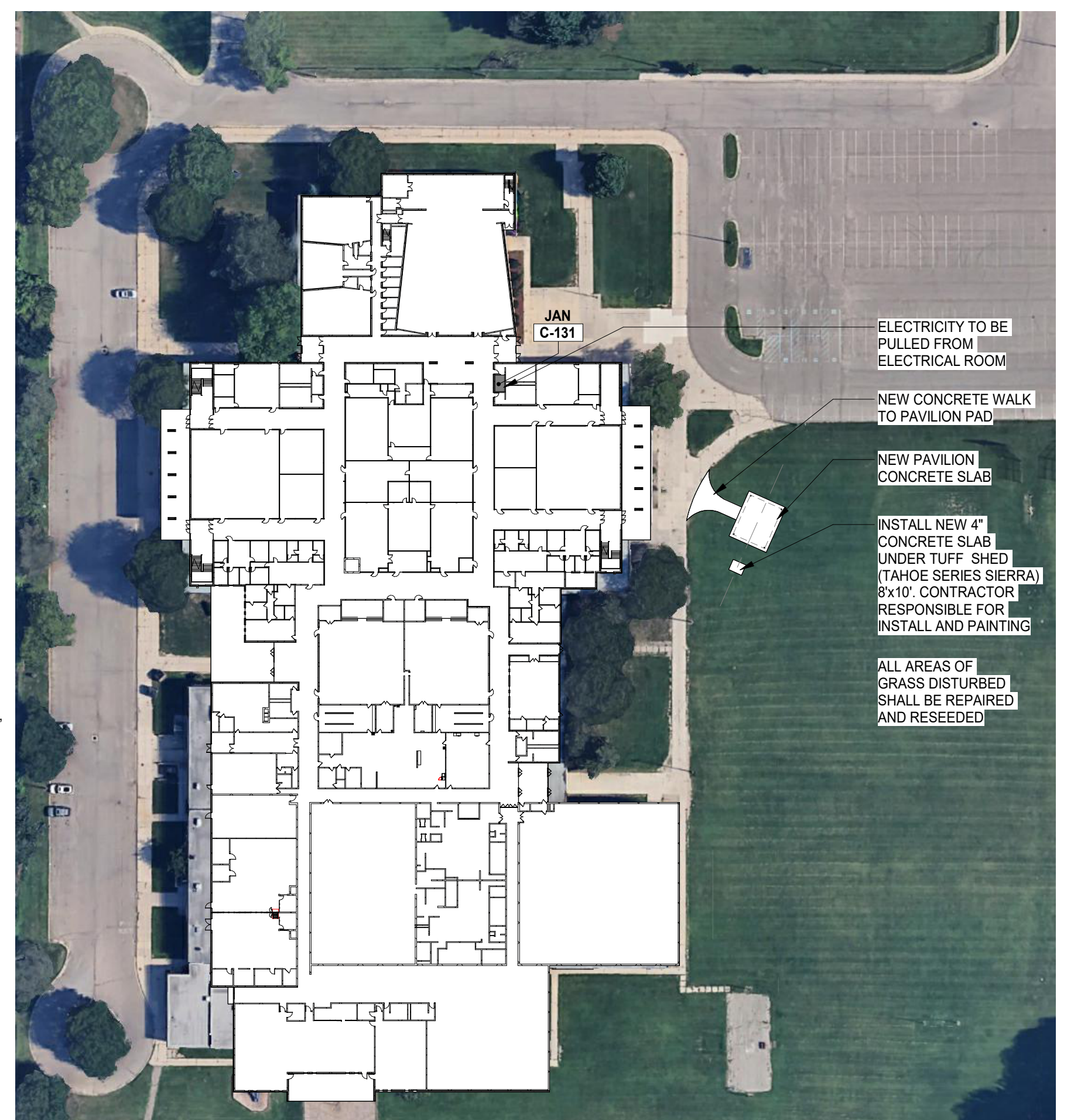
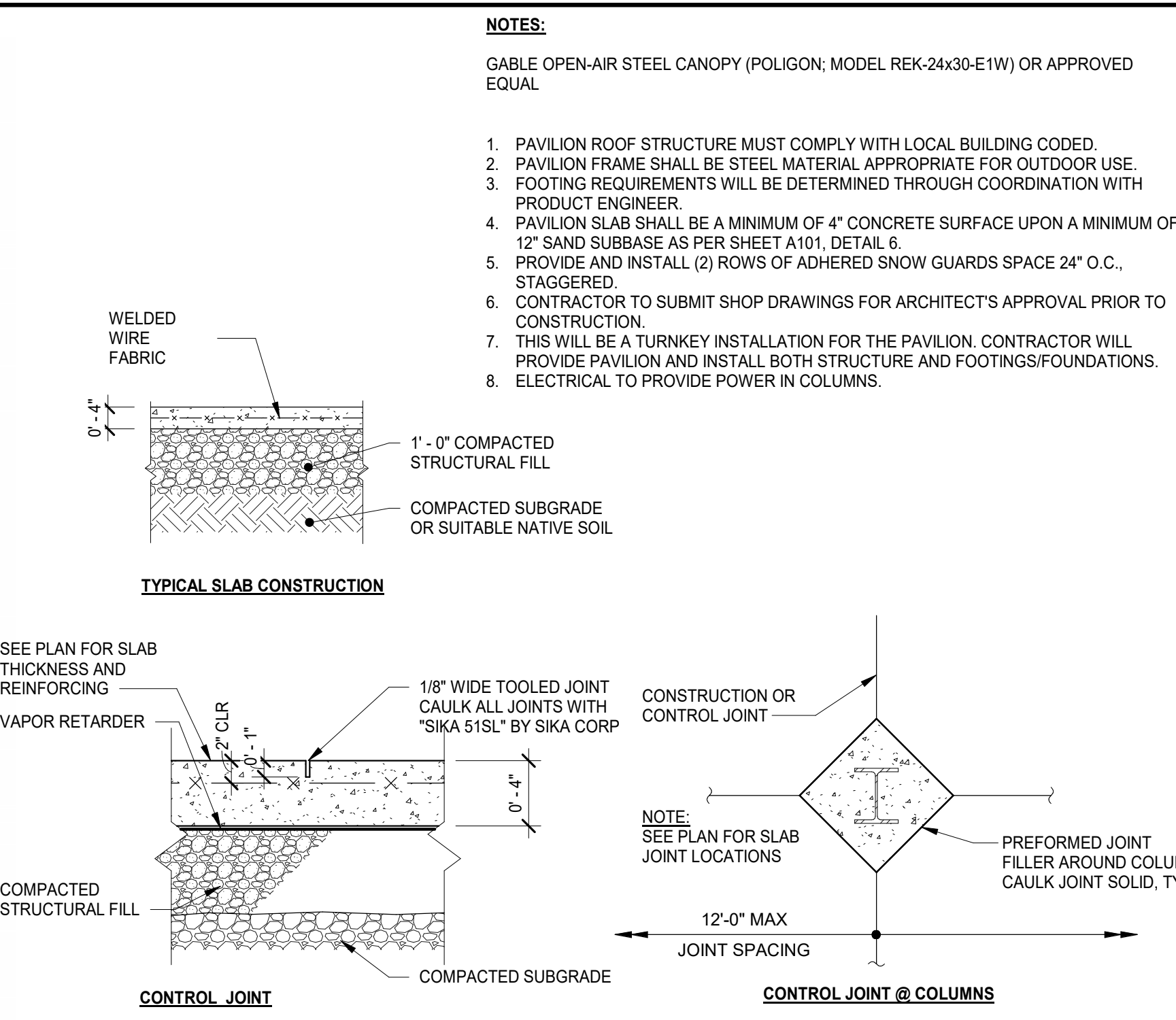
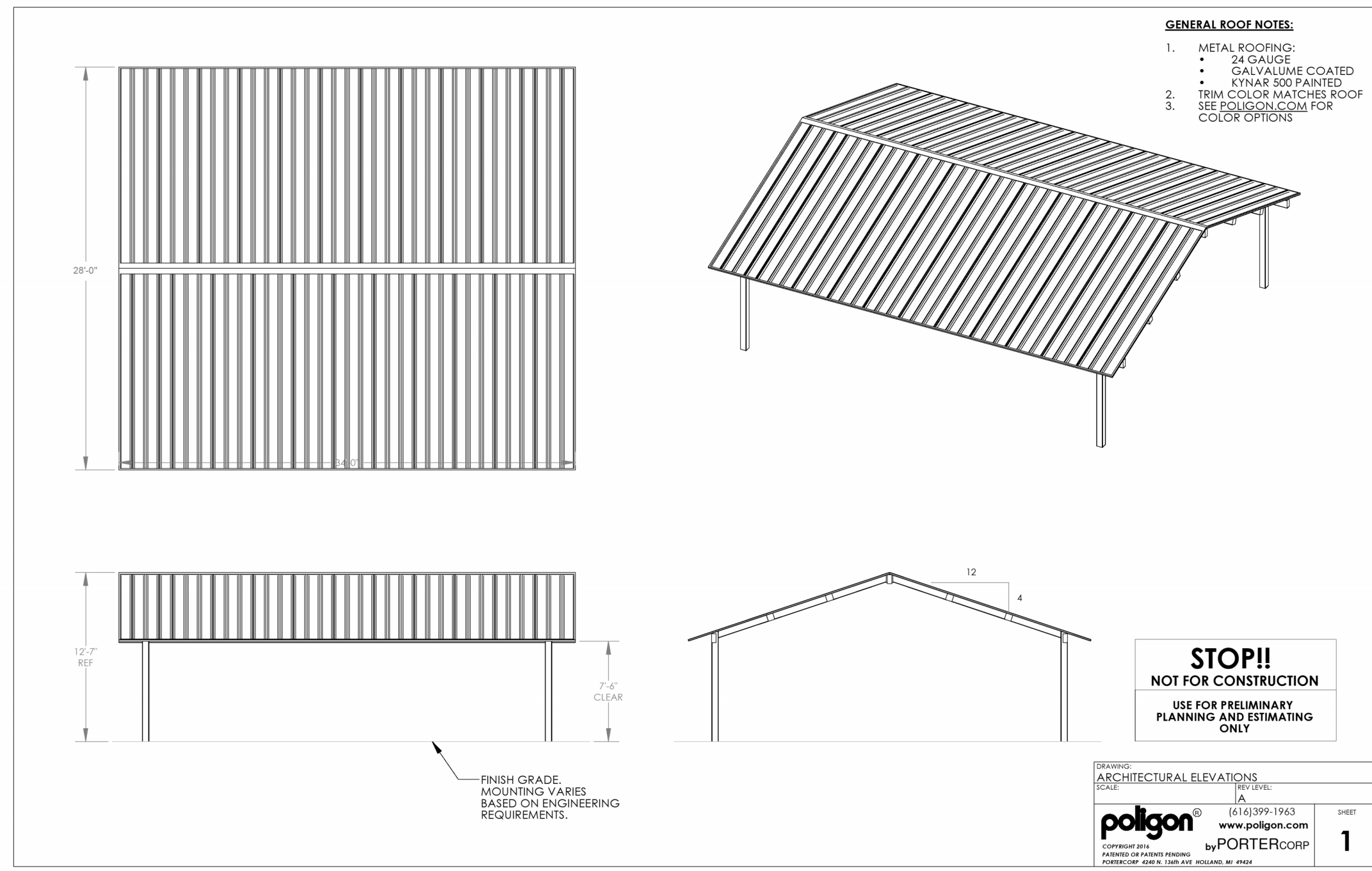
REV	DATE	DESCRIPTION
1	07/01/26	BIDS & PERMITS

**PROJECT LOCATION MAP**

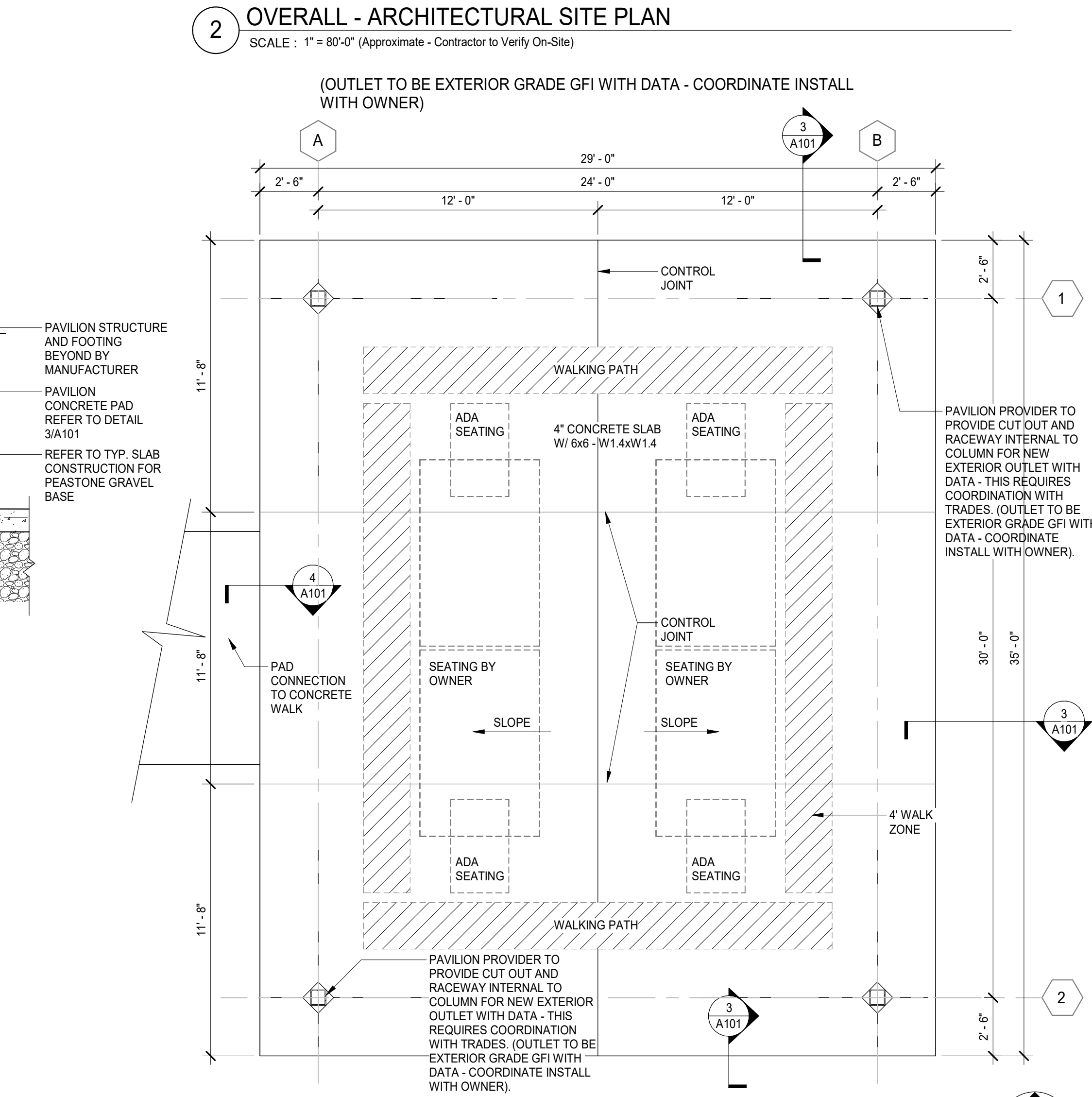
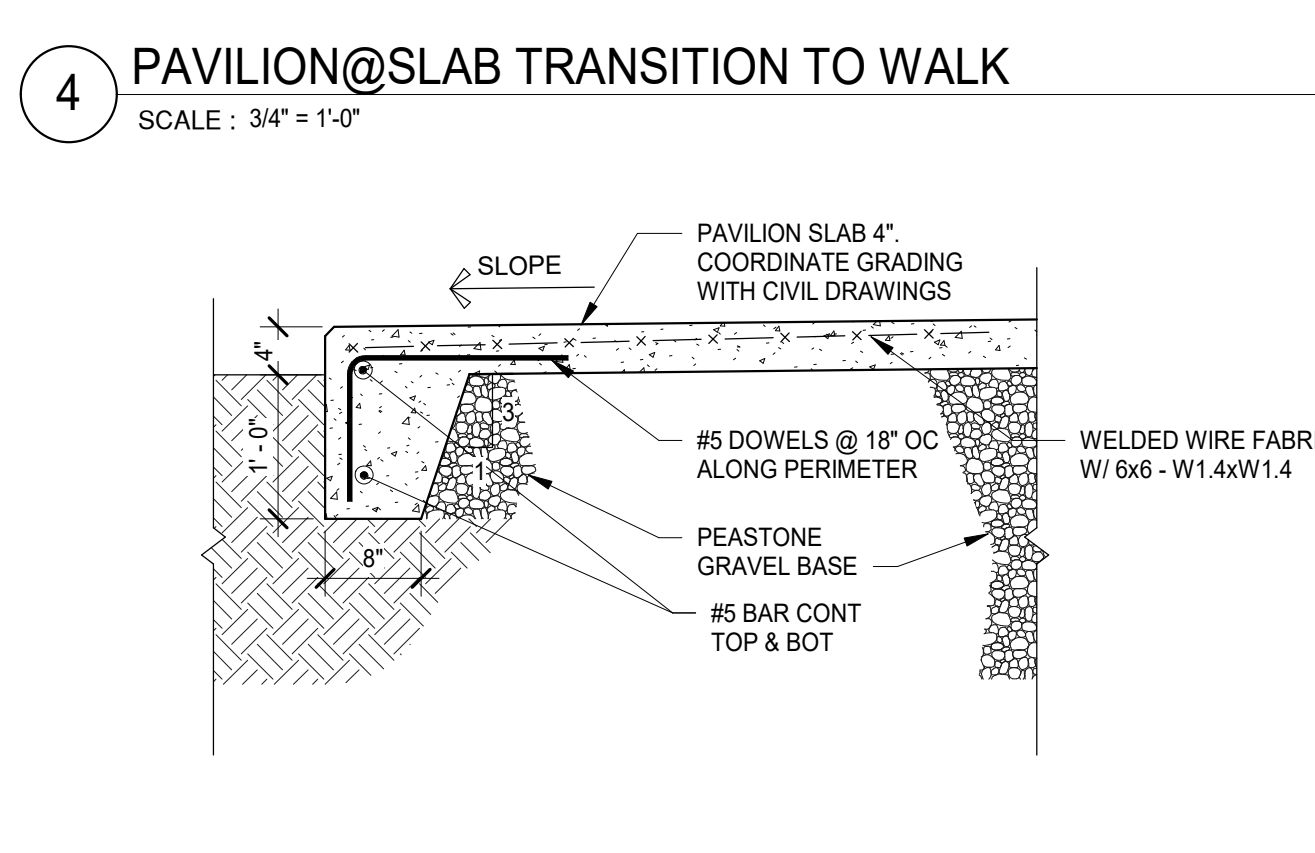


MI ARCHITECTURE  
FIRM LICENSE # NLP000605

DRAWING NUMBER:  
**G000**



- CIVIL/SITE NOTES:**
- CONTRACTOR TO MATCH GRADES OF EXISTING CONCRETE WALKWAY.
  - ELEVATION OF PAVILION TO BE ESTABLISHED BASED ON FIELD VERIFICATION OF EXISTING CONCRETE WALKWAY BY CONTRACTOR.
  - SLOPE OF CONCRETE WALK TO PAVILION PAD TO BE SET IN FIELD BY CONTRACTOR TO MAINTAIN POSITIVE DRAINAGE.
  - ALL CONCRETE SURFACES ARE TO BE INSTALLED TO MEET CURRENT AMERICANS WITH DISABILITIES ACT (ADA) REQUIREMENTS (2% MAX. CROSS SLOPE, 5% MAX LONGITUDINAL SLOPE).
  - MIN. CROSS SLOPE OF CONCRETE WALKWAY TO BE 1%.
  - SOIL BORINGS OR EXISTING SOIL CONDITIONS ARE NOT KNOWN.
  - CONTRACTOR TO REMOVE ALL TOPSOIL AND ORGANIC MATERIAL WITHIN A 5' PERIMETER OF AND BENEATH THE PROPOSED CONCRETE SLAB TO THE REQUIRED DEPTH FOR ESTABLISHMENT OF SUBGRADE.
  - COMPACT ALL SUBGRADE SOILS TO 95% MOD. PROCTOR.
  - ALL CONCRETE SHALL BE 4,000 PSI CONCRETE (6-SACK LIMESTONE MIX HAVING A W/C RATIO OF 0.45).
  - REMOVE ANY SOFT/YIELDING SOILS FOUND DURING COMPACTION.
  - ALL SUBMITTALS ARE TO BE SENT TO THE ARCHITECT FOR REVIEW/APPROVAL.
  - CONTRACTOR TO NOTIFY MISS DIG PRIOR TO PERFORMING ANY EXCAVATION TO IDENTIFY EXISTING UTILITIES WITHIN THE PROJECT AREA.
  - A SURVEY WAS NOT PERFORMED PRIOR TO THE PREPARATION OF THIS PLAN. CONTRACTOR TO VERIFY ALL EXISTING CONDITIONS AND MAKE APPROPRIATE ADJUSTMENTS TO ACHIEVE THE DESIGN INTENT.
  - CONTRACTOR TO RESTORE ALL DISTURBED AREA WITH CLEAN TOPSOIL AND HYDROSEED WITH BLEND OF GRASS TO MATCH EXISTING CONDITIONS.



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REV	DATE	DESCRIPTION
1	07/01/2026	BIDS & PERMITS

**LANSING SCHOOL DISTRICT**  
**GARDNER PAVILION ADDITION SO-1859**

333 DAHLIA DR,  
LANSING, MI 48911

MI ARCHITECTURE  
FIRM LICENSE # NLP000605

PROJECT MANAGER:	DISCIPLINE LEAD:
DESIGNER:	B HUYLER
DATE ISSUED:	REVIEWER:
07/01/2026	S KHUMALO
SHEET NAME:	PROJECT NUMBER:
	26009579A

**FIRST FLOOR PLAN**

DRAWING NUMBER:  
**A101**

DRAWING SYMBOLS

VIEW TITLES, DETAIL CALLOUT, ELEVATION MARKER, SECTION MARK, WORKING SECTION, BREAK MARKS, EQUIPMENT IDENTIFY (SEE MECH EQUIPMENT ABBREVIATION LIST)

MOUNTING HEIGHTS table with columns for equipment type and height (AFF)

NOTE: REFER TO ARCHITECTURAL DRAWINGS FOR ADA LOCATIONS. ALL DEVICES TO BE MOUNTED WITHIN A RANGE OF 34" TO BOTTOM OF DEVICE BACKBOX TO 48" AFF TO TOP OF DEVICE BACKBOX...

NOTE: NOT ALL SYMBOLS AND ABBREVIATIONS INDICATED APPEAR ON THESE CONTRACT DRAWINGS. INDIVIDUAL DRAWINGS MAY HAVE SHEET LEGENDS FOR UNIQUE SYMBOLS AND FOR CONVENIENCE.

ELECTRICAL SYMBOL LIST

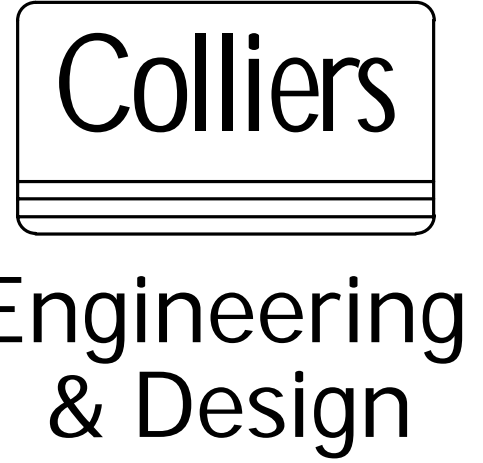
GENERAL, POWER, LIGHTING ARRESTOR, LIGHTNING PROTECTION AIR TERMINAL, LIGHTING PROTECTION CONDUCTOR SPLICE, GROUND ROD, GROUND ROD (PLAN VIEW), GROUND CONNECTION - EXOTHERMIC WELD, GROUND TEST WELL, GROUND CONNECTION TO STEEL OR STRUCTURE, JUNCTION BOX CEILING/MOUNTED, PULL BOX, BUILDING GROUND BAR, TELECOM GROUND BAR, MEDIUM VOLTAGE DRAWOUT CIRCUIT BREAKER, TRANSFORMER, GENERATOR, MOTOR, MANUAL MOTOR STARTER WITH THERMAL OVERLOAD

POWER, COMB. MOTOR STARTER, FUSE, SAFETY DISC. SW., VARIABLE FREQUENCY CONTROLLER, BUS DUCT WITH PLUG UN DISCONNECT, CONDUIT CONCEALED, CONDUIT EXPOSED, CONDUIT SURFACE RACEWAY, CONDUIT TRANSITION UP/DOWN, HEAT TRACE WIRING, HOMERUN TO PANEL BOARD, DUPLEX RECEPT, SPLIT DUPLEX RECEPT, ISOLATED GROUND RECEPT, QUADRUPLEX RECEPT, 240 VOLT RECEPT, FLOOR RECEPT, RECEPT ON DROP CORD, RECEPT ON CORD REEL, SPECIAL RECEPTACLE, PIN & SLEEVE CONNECTOR, SMOKE DETECTOR/SENSOR FOR DUCT, BELL TROUBLE, COMBINATION HORN/VISIBLE, COMBINATION SPEAKER/VISIBLE, HORN ONLY, SPEAKER ONLY - WALL MOUNT, REMOTE ALARM INDICATING AND TEST SWITCH, REMOTE INDICATOR, VISIBLE ONLY (STROBE) WALL / CEILING, VISIBLE ONLY (STROBE) EMERGENCY WALL / CEILING, COMBINATION SPEAKER / VISIBLE APPLIANCE, CO2 CARBON DIOXIDE DETECTOR, CARBON MONOXIDE DETECTOR

GENERAL NOTES: 1. MINIMUM CIRCUIT BREAKER SIZE FOR CONDUITS SHOWN ON PLANS IS 20A... 2. MINIMUM BRANCH CIRCUIT WIRING SHALL BE #12 AWG... 3. PROVIDE GROUNDING PER NEC... 4. PROVIDE A SEPARATE NEUTRAL CONDUCTOR FROM PANELBOARD FOR EACH BRANCH CIRCUIT... 5. CONTRACTOR SHALL COORDINATE WORK WITH ASSOCIATED TRADES... 6. CONTRACTOR SHALL SEAL WITH AN APPROVED METHOD ALL ELECTRICAL PENETRATIONS THRU FIRE FLOOR/PROOF/RATED WALLS... 7. CONTRACTOR SHALL PROVIDE FUSES SIZED PER MANUFACTURERS RECOMMENDATIONS... 8. ALL EXTERIOR PVC CONDUIT SHALL TRANSITION TO RGS CONDUIT WITHIN 18" OF FOUNDATION WALL... 9. CONTRACTOR SHALL PROVIDE RACEWAY, WIRE, CABLE AND ASSOCIATED FITTINGS... 10. VERIFY EXACT LOCATION OF ELECTRICAL CONNECTION POINTS... 11. CONDUIT SHALL BE CONCEALED WITHIN WALLS AND CEILINGS... 12. REFER TO LIFE SAFETY AND ARCHITECTURAL PLANS FOR FIRE RATING REQUIREMENTS... 13. PROVIDE LIGHTING CONTROLS INCLUDING DEVICE ITSELF... 14. RECEPTACLES AND TELECOMMUNICATION BOXES SHALL NOT BE LOCATED BACK-TO-BACK ON WALL... ABBREVIATIONS: & (E), EXST EXISTING TO REMAIN, (ER) EXISTING TO BE RELOCATED, (N) NEW WORK, (R) REMOVE, (RE) RELOCATED EXISTING, @ AT, 1P 1 POLE (2P, 3P, 4P ETC.), - FEET, # NUMBER, POUNDS, Ø DIA DIAMETER, Y WYE, Δ DELTA, A AMP AMPERE, AFG ABOVE FINISHED GRADE, AFI ARC FLASH CIRCUIT BREAKER, AFR ARC FLASH REDUCTION CIRCUIT BREAKER, AHJ AUTHORITY HAVING JURISDICTION, AHU AIR HANDLING UNIT, ALUM ALUMINUM, ALT ALTERNATE, AFF ABOVE FINISHED FLOOR, AMPL AMPLIFIER, ANNUN ANNUNCIATOR, APPROX APPROXIMATE, APPROXIMATELY, ARCH ARCHITECT, ARCHITECTURAL, AT AMP TRIP RATING, ATS AUTOMATIC TRANSFER SWITCH, ATTN ATTENTION, AUTO AUTOMATIC, AUX AUXILIARY, AV AUDIO VISUAL, AWG AMERICAN WIRE GAUGE, B, BO BOTTOM OF, BAS BUILDING AUTOMATION SYSTEM, BATT BATTERY, BD BOARD, BKR BREAKER, BMS BUILDING MANAGEMENT SYSTEM, BOC BOTTOM OF CONCRETE, C CABINET, CATV CABLE TELEVISION, CB CIRCUIT BREAKER, CCTV CLOSED CIRCUIT TELEVISION, CK BREAKER WITH CONTACT KIT FOR GROUND FAULT ALARM ONLY INDICATION, CKT CIRCUIT, CL CENTERLINE, CLG CURRENT LIMITING, CMPR COMPRESSOR, CND CONDUIT, COMB COMBINATION, CONN CONNECTION, CONST CONSTRUCTION, CONT CONTINUOUS, CONV CONVECTOR, CP CIRCULATION PUMP OR CONTROL PANEL, CT CURRENT TRANSFORMER, CU COPPER

ABBREVIATIONS: D DIRECT CURRENT, DC DOMESTIC WATER CIRCULATING PUMP, DDCP DIRECT DIGITAL CONTROL PANEL, DE DUAL ELEMENT, DEPT DEPARTMENT, DIA, Ø DIAMETER, DISC DISCONNECT, DIST DISTRIBUTION, DN DOWN, DNP DOUBLE POLE, DPR DAMPER, DS SAFETY DISCONNECT SWITCH, DT DOUBLE THROW, DWG DRAWING, DWGS DRAWINGS, E ELECTRIC CONTRACTOR, EGC EQUIPMENT GROUND CONDUCTOR, ELEC ELECTRIC, ELECTRICAL, ELEV ELEVATOR, EMER EMERGENCY, EMS ENERGY MANAGEMENT SYSTEM, EMT ELECTRICAL METALLIC TUBING, EPO EMERGENCY POWER OFF, EQUIP EQUIPMENT, END SWITCH, ESH END SWITCH, EUIH ELECTRIC UNIT HEATER, EWC ELECTRIC WATER COOLER, EWH ELECTRIC WATER HEATER, EXH EXHAUST, EXH-1 EXHAUST AIR - TYPE 1, EXH-2 EXHAUST AIR - TYPE 2, EXP EXPANSION PROOF, F FUSED, FA FIRE ALARM, FACP FIRE ALARM CONTROL PANEL, FBO FURNISHED BY OTHERS, FCU FAN COIL UNIT, FLOUR FLOUR, FLR FLOOR, FVNR FULL VOLTAGE NON-REVERSING, G GAUGE, GAL GALLON, GALV GALVANIZED, GC GENERAL CONTRACTOR, GEN GENERATOR, GFI GROUND FAULT PROTECTOR, GND GROUND, GRS GALVANIZED RIGID (CONDUIT), GWB GYPSUM BOARD, H HIGH INTENSITY DISCHARGE, HOA HANDS-OFF-AUTOMATIC SWITCH, HORIZ HORIZONTAL, HP HORSEPOWER, HPF HIGH POWER FACTOR, HT HEIGHT, HTG HEATING, HTR HEATER, HV HIGH VOLTAGE, HVAC HEATING VENTILATION AND AIR CONDITIONING, HWP HYDRONIC WATER PUMP, HZ HERTZ, I INTERRUPTER CAPACITY, IG ISOLATED GROUND, IMC INTERMEDIATE METAL CONDUIT, INC INCANDESCENT, IR INFRARED, J-BOX, JB JUNCTION BOX, K KIPS, kcmil THOUSAND CIRCULAR MILLS (MCM), K-F KIP-FOOT, KK KIRK KEY INTERLOCK, KV KILOVOLT, KVA KILOVOLT-AMPERE, KVAR KILOVOLT-AMPERE REACTIVE, KW KILOWATT, KWH KILOWATT HOUR, L LIGHTING ARRESTOR, LA LINEAR FEET, LOC LOCATION, LT LIGHT, LTG LIGHTING, LV LOW VOLTAGE, M MOMENTARY CONTACT, mA MILLIAMPERE, MAG.S MAGNETIC STARTER, MAX MAXIMUM, MC MECHANICAL CONTRACTOR, MCB MAIN CIRCUIT BREAKER, MCC MOTOR CONTROL CENTER, MDP MAIN DISTRIBUTION PANEL, MECH MECHANICAL, MEZZ MEZZANINE, MFR MANUFACTURER, MFS MAIN FUSED DISCONNECT SWITCH, MH MANHOLE, MIC MICROPHONE, MIN MINIMUM, MISC MISCELLANEOUS, MLO MAIN LUG ONLY, MOA MULTIOUTLET ASSEMBLY, MOUNT MOUNT, MTC EMPTY CONDUIT, MTR MOTOR, MOTORIZED, MVS MANUAL TRANSFER SWITCH, MV MEDIUM VOLTAGE, N NEUTRAL, NA NOT APPLICABLE, NC NORMALLY CLOSED, NEC NATIONAL ELECTRICAL CODE, NEMA NATIONAL ELECTRICAL MANUFACTURER'S ASSOCIATION, NF NON-FUSED, NFDS NON-FUSED SAFETY DISCONNECT SWITCH

ABBREVIATIONS: NIC NOT IN CONTRACT, NL NIGHT LIGHT - WIRE AHEAD OF SWITCH/CONTROL, N/O NORMALLY OPEN, No. NUMBER, NPF NORMAL POWER FACTOR, NRTL NATIONALLY RECOGNIZED TESTING LABORATORY, NTS NOT TO SCALE, NW NORMAL WEIGHT, O ON CENTER, OC ON CENTER, OCPD OVERCURRENT PROTECTION DEVICE, OH OVERHEAD, OL OVERLOADS, P POLE, PA PUBLIC ADDRESS, PB PULL BOX OR PUSH BUTTON, PC PLUMBING CONTRACTOR, PE PHOTO ELECTRIC CELL, PED PEDESTAL, PF POWER FACTOR, PH PHASE, PIV POST INDICATING VALVE, PL PLATE, PNL PANEL, PROJ PROJECTION, PRV POWER ROOF VENTILATOR, PT POTENTIAL TRANSFORMER, PVC POLYVINYL CHLORIDE, PWR POWER, Q QUANTITY, RC REMOTE CONTROL, RCPCT RECEPTACLE, REDD REQUIRED, RM ROOM, RMS ROOM MEAN SQUARE, RSC RIGID STEEL CONDUIT, RTU ROOF TOP UNIT, REQMTS REQUIREMENTS, S STOP/START PUSHBUTTONS, S/S SCHEDULE, SEC SECONDARY, SF, SQFT SQUARE FEET, SFB SUB FEED BREAKER KIT, SHT SHEET, SIM SIMILAR, SPD SURGE PROTECTION DEVICE, SPEC SPECIFICATION, SPKR SPEAKER, SS SAFETY SWITCH, ST SINGLE THROW, SST STAINLESS STEEL, STA STATION, STD STANDARD, STRUCT STRUCTURAL, STRUCTURE, SW SWITCH, SWBD SWITCHBOARD, SWGR SWITCHGEAR, SYM SYMMETRICAL, SYS SYSTEM, SSW SELECTOR SWITCH, SSL SHORT SLOTTED, SPCS SPACES, T TELEPHONE, TELDATA TELEPHONE/DATA, TERM TERMINAL, TL TWIST LOCK, TS TIME SWITCH, T-STAT THERMOSTAT, TTB TELEPHONE TERMINAL BOARD, TVT TELEVISION, TVTC TELEVISION TERMINAL CABINET, TYP TYPICAL, TTC TELEPHONE TERMINAL CABINET, U UNDER COUNTER, UG UNDERGROUND, UGE UNDERGROUND ELECTRICAL, UGT UNDERGROUND TELEPHONE, UH UNIT HEATER, UNO UNLESS NOTED OTHERWISE, UTIL UTILITY, UV UNIT VENTILATOR OR ULTRAVIOLET, UNK UNKNOWN, V VOLT, VA VOLT-AMPERES, VDT VIDEO DISPLAY TERMINAL, VFC VARIABLE FREQUENCY CONTROLLER, VIF VERIFY IN FIELD, VOM VOLTMETER, VOL VOLUME, VERT VERTICAL, W WATT, W WITH, W/O WITHOUT, W/SF WATTS PER SQUARE FOOT, WG WATER GUARD, WH WATER HEATER, WP WEATHERPROOF, X X, XFMR TRANSFORMER, XFR TRANSFER



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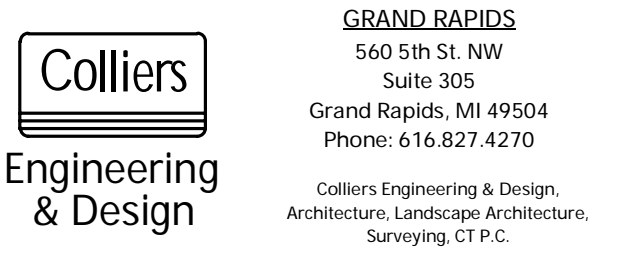
Table with columns: REV, DATE, DESCRIPTION. Row 1: 1, 07/01/2026, BIDS & PERMITS

LANSING SCHOOL DISTRICT

GARDNER PAVILION ADDITION SO-1859

333 DAHLIA DR, LANSING, MI 48911

MI ARCHITECTURE FIRM LICENSE # NLP000605



PROJECT MANAGER: B. HUYLER, DISCIPLINE LEAD: A. ROBINSON, DESIGNER: Z. COOK, REVIEWER: A. ROBINSON, DATE ISSUED: 07/01/2026, PROJECT NUMBER: 26009579A

LEGEND

DRAWING NUMBER: E001

SECTION 1 - GENERAL REQUIREMENTS

GENERAL

- 1. ELECTRICAL EQUIPMENT, DEVICES, AND CONDUIT ROUTINGS ARE SHOWN ON DRAWINGS TO CONVEY SCOPE AND GENERAL ARRANGEMENT ONLY AND MAY NOT INDICATE ALL EQUIPMENT AND DEVICES REQUIRED FOR A COMPLETE SYSTEM...

NEW WORK

- 1. ITEMS SHOWN IN HEAVY LINE WEIGHT SHALL BE PROVIDED. ITEMS SHOWN IN LIGHT LINE WEIGHT ARE EXISTING TO REMAIN OR PROVIDED BY OTHERS.

SCOPE OF WORK
1. DRAWINGS AND GENERAL PROVISIONS OF CONTRACT INCLUDING GENERAL AND SUPPLEMENTAL CONDITIONS AND DIVISION 1 SPECIFICATION SECTIONS APPLY TO THIS SPECIFICATION.

- 2. FURNISH ALL LABOR, EQUIPMENT, MATERIALS, SERVICES, TESTING, APPURTENANCES, AND PROGRAMMING REQUIRED FOR A COMPLETE AND OPERATIONAL ELECTRICAL SYSTEM IN ACCORDANCE WITH THE DRAWINGS, SPECIFICATIONS, AND MANUFACTURER'S INSTRUCTIONS...

SUBMITTALS

- 1. SUBMIT ELECTRONIC SUBMITTALS FOR EACH TYPE OF PRODUCT.
2. SUBMIT PRODUCT DATA FOR EACH TYPE OF PRODUCT. INCLUDE RATED CAPACITIES, WEIGHTS, DIMENSIONS, FEATURES, REQUIRED CLEARANCES, AND PERFORMANCE FOR EACH TYPE OF PRODUCT.

QUALITY ASSURANCE

- 1. INSTALLER QUALIFICATIONS: PERSONNEL WITH THE EXPERIENCE AND CAPABILITY TO CONDUCT THE WORK INDICATED, AND WHO IS TRAINED AND CERTIFIED BY NFPA 70E AND OSHA REGULATION 29 CFR 1910.269.

OPERATION AND MAINTENANCE DATA

- 1. SUBMIT THREE (3) BOUND MANUALS CONTAINING COMPLETE TYPE WRITTEN INSTRUCTIONS ON OPERATION, CARE, AND MAINTENANCE FOR EACH TYPE OF PRODUCT. INCLUDE THE FOLLOWING:
a. MANUFACTURER'S PRODUCT DATA SHEETS.

WARRANTY

- 1. SUBMIT A WRITTEN WARRANTY TO OWNER AGREEING TO REPAIR OR REPLACE PRODUCTS AND ASSOCIATED COMPONENTS THAT FAIL IN MATERIALS OR WORKMANSHIP FOR A PERIOD OF ONE (1) YEAR FROM DATE OF FINAL ACCEPTANCE.

RECORD DRAWINGS

- 1. KEEP ONE SET OF CONTRACT DRAWINGS ASIDE AT THE SITE, MARK ALL DEVIATIONS FROM CONTRACT DRAWINGS AND ANY DATA THAT IS PERTINENT FOR COMPLETION OF DOCUMENTS.

SECTION 2 - PRODUCTS

GROUNDING

- 1. EQUIPMENT GROUNDING CONDUCTORS: COPPER WITH GREEN-COLORED INSULATION.

HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS

- 1. STEEL SLOTTED SUPPORT CHANNEL: HOT DIPPED GALVANIZED 12-GAUGE THICK STEEL WITH HOLES 1-1/2 INCHES ON CENTER.

ELECTRICAL IDENTIFICATION

- 1. COLOR FOR PRINTED LEGEND: BLACK LETTERS ON WHITE FIELD.
a. LEGEND: INDICATE EQUIPMENT DESIGNATION, VOLTAGE, PHASE, AND NUMBER OF WIRES.

LOW-VOLTAGE ELECTRICAL CONDUCTORS AND CABLES

- 1. INSULATED CURRENT CARRYING WIRE AND GROUNDING CONDUCTORS SHALL BE COPPER AND SHALL CONFORM TO NFPA 70.
2. COPPER CONDUCTORS: COMPLY WITH NEMA WC 70/ICEA S-95-658.

- b. UNDERGROUND LOCATIONS: TYPE XHHW-2 SINGLE CONDUCTORS IN RACEWAY.

RACEWAYS AND BOXES

- 1. RIGID STEEL CONDUIT: ANSI C80.1.
2. ELECTRICAL METALLIC TUBING: ANSI C80.3.
3. FITTINGS FOR CONDUIT: NEMA FB 1.

WIRING DEVICES

- 1. GFCI RECEPTACLES: HEAVY DUTY SPECIFICATION GRADE, WEATHER RESISTANT NON-FEED-THROUGH TYPE, DUPLEX RECEPTACLES WITH SELF-TESTING AND WIR MARKING ON FACE WHEN INSTALLED.

SECTION 3 - EXECUTION

GROUNDING

- 1. GROUNDING SHALL BE IN ACCORDANCE WITH NFPA 70.
2. THE NON-CURRENT CARRYING PARTS OF ALL ELECTRICAL EQUIPMENT SHALL BE MARKED FOR INTENDED USE, LISTING AND LABELING AGENCY SHALL BE A NATIONALLY RECOGNIZED TESTING LABORATORY AS DEFINED BY OSHA REGULATION 1910.7.

HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS:

- 1. SELECT SIZES OF COMPONENTS SO STRENGTH WILL BE ADEQUATE TO CARRY PRESENT AND FUTURE STATIC LOADS WITHIN SPECIFIED LOADING LIMITS.

ELECTRICAL IDENTIFICATION:

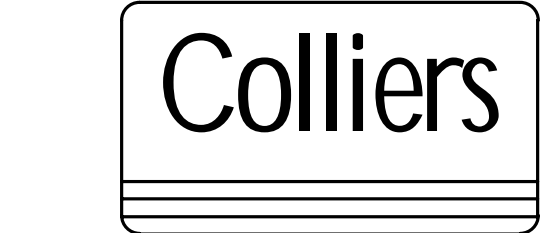
- 1. LOCATION OF UNDERGROUND LINES: IDENTIFY WITH UNDERGROUND-LINE WARNING TAPE FOR POWER, LIGHTING, COMMUNICATION, AND CONTROL WIRING AND OPTICAL FIBER CABLE.

LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES:

- 1. INSTALL SEPARATE NEUTRAL CONDUCTOR WITH EACH 120V AND 277V BRANCH CIRCUIT. SHARED NEUTRALS ARE NOT PERMITTED.

WIRING DEVICES:

- 1. RECEPTACLE ORIENTATION: INSTALL GROUND PIN OF VERTICALLY MOUNTED RECEPTACLES UP FOR RECEPTACLES MOUNTED 48-INCHES AND BELOW, DOWN FOR RECEPTACLES MOUNTED ABOVE 48-INCHES.



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LANSING SCHOOL DISTRICT

GARDNER PAVILION ADDITION SO-1859

333 DAHLIA DR, LANSING, MI 48911

MI ARCHITECTURE FIRM LICENSE # NLPO00605



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PROJECT MANAGER: B. HUYLER
DISCIPLINE LEAD:
DESIGNER:
REVIEWER:

DATE ISSUED: 07/01/2026
PROJECT NUMBER: 26009579A

SPECIFICATIONS

DRAWING NUMBER: E002

NOTE: DO NOT SCALE DRAWING FOR CONSTRUCTION

**SITE KEYNOTES** #

- S1 ROUTE 1-INCH CONDUIT FROM PANEL P2 TO PAVILLION FOR RECEPTACLE POWER. ROUTE ABOVE ACCESSIBLE CEILING TO EXTERIOR WALL. STUB CONDUIT OUT OF BUILDING AND ELBOW DOWN EXTERIOR WALL AND BELOW GRADE. ROUTE CONDUIT BELOW GRADE TO PAVILLION. CONFIRM EXACT ROUTING LOCATION WITH CLIENT PRIOR TO INSTALL.
- S2 PROVIDE GFI RECEPTACLE WITH WEATHER PROOF IN USE BOX. PAVILLION PROVIDER SHALL PROVIDE CUT OUT AND RACEWAY INTERNAL TO COLUMN.

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REV	DATE	DESCRIPTION
1	07/01/26	BIDS & PERMITS

LANSING SCHOOL DISTRICT

GARDNER PAVILLION ADDITION SO-1859

333 DAHLIA DR,  
LANSING, MI 48911

MI ARCHITECTURE  
FIRM LICENSE # NLP000605



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PROJECT MANAGER: <b>B. HUYLER</b>	DISCIPLINE LEAD: <b>A. ROBINSON</b>
DESIGNER: <b>Z. COOK</b>	REVIEWER: <b>A. ROBINSON</b>
DATE ISSUED: <b>07/01/2026</b>	PROJECT NUMBER: <b>26009579A</b>

SHEET NAME:

SITE PLAN

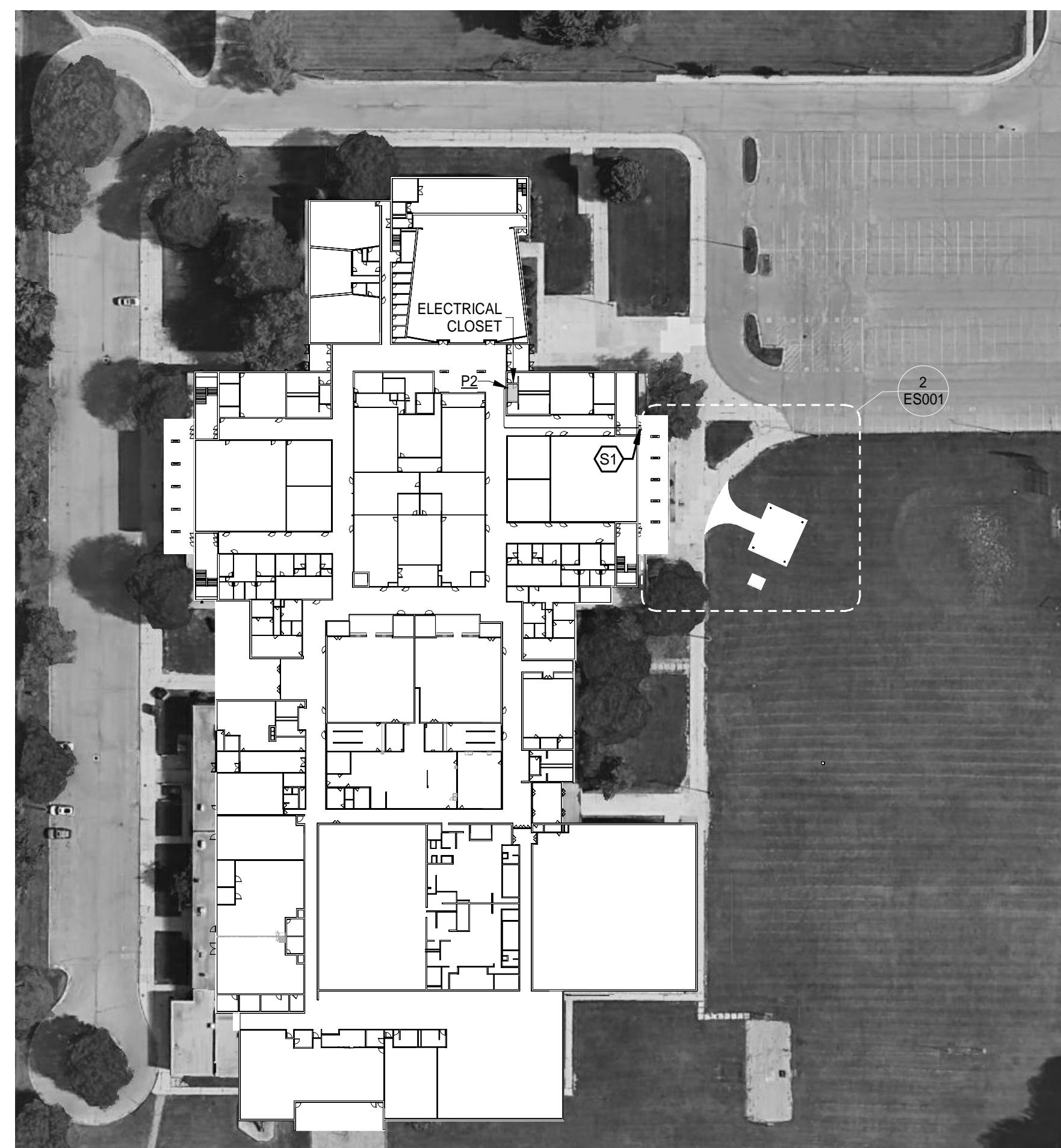
DRAWING NUMBER:

**ES001**

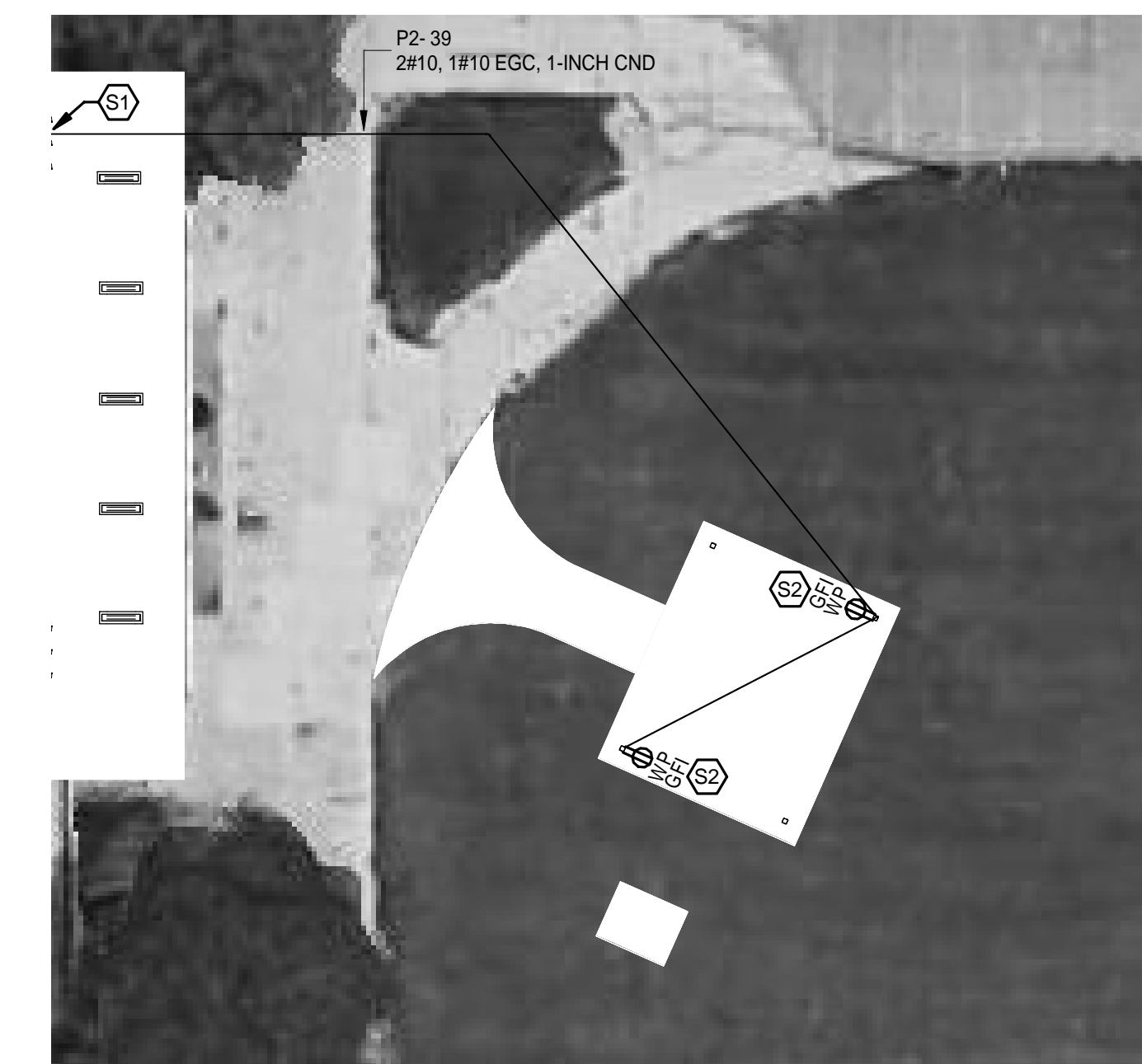
NOTE: DO NOT SCALE DRAWING FOR CONSTRUCTION

Branch Panel: P2												
Location: JAN C-131				Volts: 208Y/120				A.I.C. Rating: EXISTING				
Supply From: MSWBD				Phases: 3				Mains Type: MLO				
Mounting: SURFACE				Wires: 4				Mains Rating: 225 A				
Enclosure: NEMA1												
<b>Notes:</b> EXISTING POW-R-LINE-C PRL1A PANELBOARD.												
CKT	Circuit Description	Trip	Poles	PHASE A	PHASE B	PHASE C	Poles	Trip	Circuit Description	CKT		
1	(E) E-32 T	20 A	1	1920	1920			1	20 A (E) E-26 T & E-27 T	2		
3	(E) E-23 S	20 A	1		1920	1920		1	20 A (E) E-27 S	4		
5	(E) E-25 S	20 A	1			1920	1920	1	20 A (E) E-26 S	6		
7	(E) E-25 T	20 A	1	1920	1920			1	20 A (E) E-30 T & E-31 T	8		
9	(E) E-32 S	20 A	1		1920	1920		1	20 A (E) E-31 S	10		
11	(E) E-32 T	20 A	1			1920	1920	1	20 A (E) E-30 S	12		
13	(E) E-39 T & E-42 T	20 A	1	1920	1920			1	20 A (E) E-22 EAST	14		
15	(E) E-39 S	20 A	1		1920	1920		1	20 A (E) E-22 EAST	16		
17	(E) E-42 S	20 A	1			1920	1920	1	20 A (E) E-22 EAST	18		
19	(E) W-35 S & E-35 S	20 A	1	1920	1920			1	20 A (E) E-22 SOUTH	20		
21	(E) W-35 S & E-35 S	20 A	1		1920	1920		1	20 A (E) E-22 SOUTH	22		
23	(E) W-36 T & E-36 S	20 A	1			1920	1920	1	20 A (E) E-22 SOUTH	24		
25	(E) W-25 T	20 A	1	1920	1920			1	20 A (E) E-29 T	26		
27	(E) E-29 S	20 A	1		1920	1920		1	20 A (E) E-28 T	28		
29	(E) E-33 D-S	20 A	1			1920	1080	1	20 A (E) W-28 (MDF PLUGS)	30		
31	(E) E-22 WEST	20 A	1	1920	1080			1	20 A (E) W-28 (MDF PLUGS)	32		
33	(E) E-22 WEST	20 A	1		1920	1920		1	20 A (E) E-20 T	34		
35	(E) E-22 WEST	20 A	1			1920	1920	1	20 A (E) E-20 S	36		
37	(E) BMS PANEL	20 A	1	600	600			1	20 A (E) UPS DATA HUB	38		
39	PAVILLIONS RCPT'S	20 A	1		360	--	--	1	-- SPACE	40		
41	SPACE	--	1		--	--	--	1	-- SPACE	42		
<b>Total Load:</b>				23400 VA	23400 VA	22200 VA						
<b>Total Amps:</b>				197 A	197 A	185 A						
Load Classification	Connected Load	Demand Factor	Estimated...	Panel Totals								
Other	1200 VA	100.00%	1200 VA									
RCPT	67800 VA	57.37%	38800 VA									
				<b>Total Conn. Load:</b> 69000 VA								
				<b>Total Est. Demand:</b> 40100 VA								
				<b>Total Conn.:</b> 192 A								
				<b>Total Est. Demand:</b> 111 A								

**Notes:**  
 (E) = EXISTING BRANCH CIRCUIT AND BREAKER TO REMAIN.  
 BOLD TEXT = NEW BRANCH CIRCUIT AND NEW BREAKER.



**1** OVERALL - ELECTRICAL SITE PLAN  
 SCALE : 1" = 80'-0"



**2** ENLARGED PLAN - PAVILLION POWER PLAN  
 SCALE : 3/8" = 1'-0"