
This is a Cover Sheet to the State's Owner and Contractor Standard Construction Contract, known as the *MICHSPEC™* Division 0 Specifications. The *MICHSPEC™* Division 0 Specifications have been developed from the FORMSPEC™ Michigan Model, 1997 Edition. Although the State's 2008 Version of the Division 0 Specifications are written as simply as practical, it is nonetheless advisable to consult with companion Guide to Specifiers when preparing specifications for a specific project. These Division 0 Specifications were developed by incorporating provisions and requirements furnished by the State into the FORMSPEC™ Michigan Model. These Division 0 Specifications have undergone detailed technical reviews by Department of Technology, Management and Budget, **State Facilities Administration** representatives and detailed legal reviews by the Department of the Attorney General for the State of Michigan. Specifiers are encouraged to consult with a Division 0 specifications specialist or an attorney knowledgeable in public contracts when preparing specifications for a specific project.

STATE OF MICHIGAN

DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET

STATE FACILITIES ADMINISTRATION

MICHSPEC™ 2008 VERSION, OWNER AND CONTRACTOR

STANDARD CONTRACT FORMS AND CONDITIONS OF THE CONTRACT

MICHSPEC™ No. 97.0820 – 00020 THROUGH 97.0820 – 00440

RELEASED ON NOVEMBER 1, 1997.

Developed from
Contract Forms and Conditions of the Contract
FORMSPEC™ Michigan Model
and suggested for use with
Bidding Requirements

**File No. 171/24099.TYC
DTMB/State Police Headquarters
MSP Headquarters – Upgrade Elevators
Dimondale, Michigan**

February 9, 2026

1997 Edition/R 11/25

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SECTION 00020 GLOSSARY

1.1 Defined Terms:

1.1.1. The following terms or relative pronouns used in Division 0 of the Specifications have these intent and meanings:

Activity– An element in the Progress Schedule establishing a requisite step, or the time and resources required, for completing the part of the Work associated with that Activity.

Addenda– Written instruments that are used by the **Owner** and/or **Professional** to incorporate interpretations or clarifications, modifications, and other information into the Bidding Documents. An Addendum issued after Bid opening to those Bidders who submitted a Bid, for the purpose of rebidding the Work without readvertising, is referred to as a post-Bid Addendum.

Agreement– The written agreement between the **Owner** and **Contractor** covering the Work to be furnished and performed.

Alternate– Refers to Work specified in the Bidding Documents for which the Bidder shall bid a Bid Price in the space provided in the Schedule of Alternates in Section 00300 Bid Form.

Apparent Low Bidder– Those Bidders whose Base Bid, when added to those specific Alternates the Owner intends to accept, yields the three lowest sums of Base Bid and Alternates. Additional Bidders may be considered Apparent Low Bidders if their Base Bid, when added to those specific Alternates the Owner intends to accept, yields a sum within 10% of the lowest of the Apparent Low Bidder's sum. If a qualified disabled veteran meets the requirements of the contract solicitation and with the veteran's preference is the lowest Bidder is considered the Apparent Low Bidder.

Archaeological Feature– Any prehistoric or historic deposit of archaeological value, as determined by a representative of a State agency that is duly authorized to evaluate such findings and render such judgments. An Archaeological Feature deposit may include, but is not limited to Indian habitations, ceremonial sites, abandoned settlements, treasure trove, artifacts, or other objects with intrinsic archaeological value and that relate to the history and culture of the State of Michigan.

As-Planned Schedule– The **Contractor's** Revision 0 Progress Schedule returned to the **Contractor** as "Resubmittal Not Required," with or without comments or objections noted.

Authorized Technical Data– Information and data contained in a report of exploration and tests of subsurface conditions that are expressly designated in paragraph 2.0 of Section 00210 Information for Bidders. Also, any physical data (dimension, location, conditions, etc.) contained in those drawings of physical conditions of existing surface and subsurface facilities identified in paragraph 3.0 of Section 00210 Information for Bidders.

Bar Chart Schedule– Activity schedule, in a bar chart format, that accounts for the entire Work at a level of detail commensurate with the Progress Schedule requirements of the Contract Documents.

STATE OF MICHIGAN MODEL
Developed from FORMSPEC™ Michigan Model.

Bid– Written offer by a Bidder for the Work, as specified, which designates the Bidder's Base Bid and Bid Prices for all Alternates. The term *Bid* includes a *Rebid*.

Bidder– The Person acting directly, or through an authorized representative, who submits a Bid directly to the **Owner**.

Bidding Documents– The proposed Contract Documents as advertised, and all Addenda issued before Bid opening, and after Bid opening, if the Work is rebid without readvertising.

Bid Price– The Bidder's price for a lump sum item of Work, or the product of the Bidder's unit price for an item of Unit Price Work times the quantity given on the Bid Form for that item.

Bid Security– A security serving as a guarantee that the Bidder will conform to all conditions requisite for its return or as liquidated damages in the event of failure or refusal to conform.

Bidding Requirements– The Advertisement, Instructions to Bidders (including Attachment A), Supplementary Instructions, Information for Bidders, Bid Form, Bid Form Attachments and Qualification Submittals, as advertised and as modified by Addenda, and any other Section included within Division 0 of the Bidding Documents for the purpose of governing bidding and award of the Contract.

**AD Board*– The Administrative Board of the State of Michigan.

Bonds– Section 00310 Bid Bond, Section 00610 Performance Bond and Section 00620 Payment Bond are security furnished by the **Contractor**, as required by the Contract Documents.

Business Day– Any Day except Saturdays, Sundays and holidays observed by the **Owner**.

Bulletin– A standard **DTMB** or other **PSC** form used by the **PSC & Owner** to describe a change in the Work under consideration by the **Owner** and to request the **Contractor** to submit a proposal for the corresponding adjustment in Contract Price and/or Contract Time, if any.

Calendar Day– Every day shown on the calendar, Saturdays, Sundays, and holidays included.

Cash Allowance– An **Owner**-specified sum included within the Contract Price to reimburse the **Contractor** for the actual purchase/furnished cost of materials and/or equipment or other designated items, as specifically provided in the Contract Documents. Although the scope (e.g., the required quantity) of any Work covered by a Cash Allowance is sufficiently detailed in the Contract Documents for the purposes of bidding the required labor costs, Subcontract costs, construction equipment costs and general conditions costs and Fee, it is understood that the required materials, equipment or other designated items are of uncertain purchase cost at the time of Bid or are yet to be specified in more detail by the **Professional** as to quality, appearance, durability, finish and such other necessary features affecting purchase price.

Change Authorization– A written order issued and signed by the **Professional**, which directs changes in the Work that require no adjustment in Contract Price or Contract Time, or which allows for variations in the quantities of Unit Price Work.

Change Order– A written order issued and signed by the **Owner**, which amends the Contract Documents for changes in the Work or an adjustment in Contract Price and/or Contract Time, or both.

Construction Mechanic– A skilled or unskilled mechanic, laborer, worker, helper, assistant, or apprentice working on a state project but shall not include executive, administrative, professional, office, or custodial employees

Contact Person– Individual in the employ of the **Professional** or the **Owner** who is designated as the sole point of contact for prospective Bidders for requests or inquiries concerning the Work and/or the Bidding Documents.

Contract– Refer to the definition in paragraph 1.1 of Section 00500 Agreement. The term “Contract” encompasses the legal obligations of the **Owner** and **Contractor**, as defined by the Contract Documents.

Contract Award– The official action of the **Board**, the **Director-SFA** or the **Director-DCD** awarding the Contract to the **Contractor**.

Contract Documents– Those documents itemized or designated in paragraphs 2.2 through 2.4 of Section 00500 Agreement.

Contract Float– Calendar Days between the **Contractor's** anticipated date for early completion of the Work, or of a specified portion of the Work, if any, and the corresponding Contract Time.

Contract Price– The Contract price for the Work, or a designated portion of the Work, as designated in Section 00500 Agreement or elsewhere in the Contract Documents, is the total compensation, including authorized adjustments, payable by the **Owner** to the **Contractor** (subject to provisions for Unit Price Work).

Contract Times– The Contract Times for the entire Work are the periods allowed, including authorized adjustments, for Substantial Completion and final completion of the Work. The Contract Times for a designated portion of the Work are the periods allowed for Substantial Completion and final completion of any such portion of the Work, as specified in the Contract Documents.

Contractor– Person named “the **Contractor**” in Section 00500 Agreement with whom the **Owner** has entered into the Contract.

Correction Period– The period during which the **Contractor** shall, in accordance with the Contract Documents, (a) correct or, if rejected, remove, and replace Defective Work, and (b) maintain warranties for materials and equipment in full force and effect.

Cost of the Work Involved– The sum of all costs that would be, or were, necessarily incurred by the **Contractor** in providing any Work Involved with the related change, less the costs that would be, or would have been, incurred by the **Contractor** to provide such Work without the related change.

CPM Schedule– Computerized, Activity-based Progress Schedule, using Critical Path Method (CPM) techniques, and accounting for the entire Work at a level of detail commensurate with the Progress Schedule requirements of the Contract Documents.

Critical Path Method (CPM)– The Critical Path Method of planning and scheduling. The term “Critical Path” denotes a sequence of Activities controlling achievement of a specified Contract Time.

Date of Commencement of the Contract Time– The date when the Contract Time starts to run.

Defective– An adjective which when referring to or when applied to the term “Work” refers to (a) Work not conforming to the Contract Documents or not meeting the requirements of any inspection, test, or approval, or (b) Work itemized in a Punch List which the **Contractor** fails to complete or correct within a reasonable time after issuance of the Punch List by the **Professional**.

Defective Work/Non-Compliance Notice – A DTMB-0499 form or equivalent issued to identify defective or non-compliant conditions requiring response and remedy by the **Contractor**.

Delay– Any act or omission or other event that in any manner adversely affects or alters the schedule, progress or completion of all or any part of the Work. Delay is a generic term intended to include deferral, stoppage, slow down, interruption and extended performance, and all related hindrance, rescheduling, disruption, interference, inefficiency and productivity and production losses.

***Department (DTMB)**– Department of Technology, Management and Budget of the State of Michigan. **Director** is the Director of the **Department**.

Director-SFA- The Director of **DTMB** State Facilities Administration.

Director-DCD- The Director of **DTMB** State Facilities Administration, **Design and Construction Division**

Division– Each of the numbered, distinct parts (starting with Division 0) into which the Specifications are divided.

Drawings– Part of the Contract Documents showing the Work. Drawings shall neither serve nor be used as Shop Drawings.

Early (Late) Dates– Early (late) times of performance for the Activities.

Emergency– A condition affecting the safety or protection of persons, or the Work, or property at or adjacent to the site.

Fee for the Work Involved (Fee)– A negotiated, percentage mark-up on the Cost of the Work Involved which is allowed to the **Contractor** for (a) reasonable administrative costs, and (b) negotiated, reasonable profit on the Cost of the Work Involved.

General Requirements– Division 1 of the Specifications.

Hazardous Material– Asbestos, ACBMs, PCBs, petroleum products, such construction materials as paint thinners, solvents, gasoline, oil, etc., and any other like material the manufacture, use, treatment, storage, transportation, or disposal of which is regulated by federal, State, or local Laws governing the protection of public health, natural resources, or the environment.

State Facilities Administration- Entity in the **Department** of Technology, Management and Budget responsible for design, construction, and operations and maintenance of facilities and capital renewal.

State Facilities Administration Representative- Designated DTMB-SFA **Design and Construction Division Project Director** (a) Responsible for directing and supervising the **Professional’s** services during the period allowed for completion of the Work; and/or (b) Acting as representative for the **Owner** and for the enforcement of the Contract Documents, approving payment to the **Contractor** and coordinating the activities of the State, **Owner, Professional** and **Contractor**.

Law(s)– Means federal, state, and local statutes, ordinances, orders, rules and/or regulations.

MCL– The Michigan Compiled Laws of the State of Michigan.

Means and Methods– Includes means, methods, techniques, sequences and/or procedures applicable to the Work.

Notice of Award– Written notice accepting the Bid to the lowest responsive, responsible Bidder and designating the Contract Price (and establishing the Alternates accepted by the **Owner**).

Notice to Proceed– Written notice authorizing the **Contractor** to proceed with the Work, or a designated portion of the Work, and establishing the Date of Commencement of the Contract Time.

On-Site Inspection– The **Professional's** on-site examination of the **Contractor's** completed or in progress Work to determine and verify to the **State Facilities Administration** Representative that the quantity and quality of all Work is in accordance with the requirements of the Contract Documents.

Owner– The State of Michigan, named "the **Owner**" in Section 00500 Agreement, with whom the **Contractor** has entered into the Contract and for whom the Work is to be provided. The State of Michigan includes its departments, agencies, boards, commissions, officers, employees, and agents.

Partial Use– The use, by the **Owner**, of a designated portion of the Work before accomplishing Substantial Completion of the entire Work. Partial Use does not implicate or refer to Substantial Completion of the portion of the Work placed in use by the **Owner**.

Person– Individuals, partnerships, corporations, receivers, trustees, joint ventures, and any combinations of any of them.

Political Subdivision– Any county, city, village, or other local unit of the State, including any agency, department, or instrumentality of any such county, city, village, or other local unit.

Pre-Award Schedule– A Qualification Submittal required of the Apparent Low Bidder before Contract Award, and which is used by the **Owner** in the evaluation of the Apparent Low Bidder's Bid.

Professional Services Contractor (Professional)– The Person or its authorized representative licensed to practice architecture and/or engineering, named as "**Professional**" in Section 00500 Agreement, who has the right and authority assigned in the Contract Documents. The term **Professional** includes the **Professional's** consultants practicing the disciplines required by the Contract Documents. If the **Owner** will function as the **Professional**, such information will be noted in Section 00800 Supplementary Conditions or at the pre-construction conference.

Progress Schedule– Work Schedule that shows the **Contractor's** approach to planning, scheduling, and execution of the Work and that accurately portrays completed Work as to sequencing and timing, as provided in the Contract Documents.

Project– The total construction, which includes the Work and possibly other work, as indicated in the Contract Documents.

Project Field Representative– A **DTMB-SFA** Design and Construction employee or consultant, acting in collaboration and with direction from the **DTMB-SFA-DCD Project Director**, providing on-site, periodic observation and documentation of the Work for compliance with the Contract Documents.

Project Manual– The Book of Specifications, containing Division 0 of the Specifications and the technical Specifications.

Provisionary or Contingency Allowance– An amount included within the Contract Price to reimburse the **Contractor** for the cost to furnish and perform Work that is uncertain, i.e., may not be required, or is of indeterminate scope, i.e., design information and quantities, complexity, etc. are neither shown nor detailed in the Contract Documents. Work authorized under any Provisionary Allowance may consist of (a) changes required by actual conditions, as determined by the **Professional**, that are incorporated into the Work in accordance with Section 00700 General Conditions, and (b) any other Work authorized and completed under the pertinent provisions of the Contract Documents. Unlike a Cash Allowance, payments under a Provisionary Allowance shall include not only the purchase/furnished cost of the materials and equipment involved, but also all related labor costs, Subcontract costs, construction equipment costs, general conditions costs and Fee, provided they are calculated in accordance with the requirements of Articles 10 and 11 of Section 00700 General Conditions.

Public Utility– Any utility company, utility department or agency of a Political Subdivision, natural gas pipeline company, cable TV company, or any other owner/operator of utilities that are operated or maintained in, on, under, over or across public right-of-way or public or private easements and which is defined as "Public Utility" under the provisions of 2013 PA 174, as amended, MCL 460.721.

Punch List– A list of minor items to be completed or corrected by the **Contractor**, any one of which do not materially impair the use of the Work, or the portion of the Work inspected, for its intended purpose. A Punch List shall be prepared by the **Professional** upon having decided that the Work, or portion of the Work inspected, is substantially complete and shall be attached to the respective certificate of Substantial Completion.

Qualification Submittals– Data concerning a Bidder's qualifications and eligibility, as specified in the Bidding Requirements.

Rebid– A revised or new Bid submitted by a Bidder on the Section 00300 Bid Summary and Bid Form and the Bid Form Attachments made available through post-Bid Addenda, in the event the Work is rebid without readvertising, as allowed by post-Bid Addenda.

Record Documents– Drawings, Specifications, Addenda, Change Orders, Change Authorizations, Bulletins, inspection, test and approval documentation, photographs, written clarifications and interpretations and all other documents recording, or annotated to show, all revisions and deviations between the as-built installation and the Contract Documents, all approved Submittals and all clarifications and interpretations.

Records– Books, reports, documents, and other evidence relating to the bidding, award and furnishing and performance of the Work.

Record Schedule– A Progress Schedule Revision Submittal returned to the **Contractor** as "Resubmittal Not Required," with or without comments or objections noted.

**Recycled Material*– Recycled paper products, structural materials made from recycled plastics, refined lubricating oils, reclaimed solvents, recycled asphalt and concrete, recycled glass products, retreaded tires, ferrous metals containing recycled scrap metals and all other materials that contain (a) waste materials generated by a business or consumer, (b) materials that have served their intended purpose, and/or (c) materials that have been separated from solid waste for collection, recycling and disposition in the percentage determined by the State as provided by Law.

Request for Payment– The form provided by the **Owner** (Payment Request DMB-440) to be used by the **Contractor** in requesting payment for Work completed, which shall enclose all supporting information required by the Contract Documents.

Resident Project Representative– The authorized representative of the **Professional** who is assigned to the site.

Schedule of Values– A schedule of pay items, which subdivides the Work into its various parts and which details, for each itemized part, cost and pricing information required for making payments for Work performed. The sum of all pay item costs in the Schedule of Values shall equal the Contract Price for the Work.

Shop Drawings– Includes drawings, diagrams, illustrations, standard schedules, performance charts, instructions and other data prepared by or for the **Contractor** to illustrate some part of the Work, or by a Supplier and submitted by the **Contractor** to illustrate items of material or equipment.

Soil Erosion and Sedimentation Control– The planning, design and installation of appropriate Best Management Practices designed and engineered specifically to reduce or eliminate the off-site migration of soils via water runoff, wind, vehicle tracking, etc. Soil erosion and sedimentation control in the State of Michigan is regulated under The Natural Resources Environmental Protection Act; Soil Erosion and Sedimentation Control, 1994 PA 451, Part 91, as amended, MCL 324.9101 et seq. Soil erosion and sedimentation control associated with this Contract is monitored and enforced by the **Department** of Technology, Management and Budget, State Facilities Administration.

Specifications– Parts of the Contract Documents organized into Divisions. "Technical Specifications" means Divisions of the Specifications consisting of technical descriptions of materials, equipment, construction systems, standards, and workmanship.

State– The State of Michigan in its governmental capacity, including its departments, agencies, boards, commissions, officers, employees, and agents. Non-capitalized references to a state refer to a state other than the State of Michigan.

**State Construction Code*– The Michigan State Construction Code Act, 1972 PA 230, as amended, MCL 125.1501 et seq.

Sub agreement– A subcontract or purchase order awarding a part of the Work to a Subcontractor or Supplier.

Subcontractor– A Person having a Sub agreement for providing labor at the site, or for providing labor at the site and furnishing materials and/or equipment for incorporation into the Work.

Submittals– Includes technical Submittals, Progress Schedules and those other documents required for submission by the Contract Documents. The term "technical Submittal" includes Shop Drawings, brochures, samples, Operation and Maintenance (O&M) Manuals, test procedures and any other Submittal the Contract Documents require the **Contractor** to submit to demonstrate how the items covered, after installation or incorporation into the Work, will conform to the information given in the Contract Documents and be compatible with the design of the completed Work as a functioning whole as indicated in the Contract Documents.

Substantial Completion– The Work, or a portion of the Work designated in the Contract Documents as eligible for separate Substantial Completion, has been completed in accordance with the Contract Documents, to the extent that the **Owner** can use or occupy the entire Work, or the designated portion of the Work, for the use intended without any outstanding, concurrent Work at the site, except as may be required to complete or correct Punch List items. Prerequisites for Substantial Completion, over and above the extent of

Work completion required, include (a) receipt by the **Owner** of operating and maintenance documentation, (b) all systems have been successfully tested and demonstrated by the **Contractor** for their intended use, and (c) the **Owner** having received all required certifications and/or occupancy approvals from the State and those Political Subdivisions having jurisdiction over the Work. Receipt of all certifications and/or occupancy approvals from those Political Subdivisions with jurisdiction in and of itself does not necessarily connote Substantial Completion.

Supplementary Conditions– Section 00800 within Division 0 of the Specifications that amends and/or supplements Section 00700 General Conditions and other designated Contract Documents.

Supplementary Instructions– Section 00120 within Division 0 of the Specifications that amends and/or supplements Section 00100 Instructions to Bidders and any other designated Bidding Requirement.

Supplier– A manufacturer or fabricator, or a distributor, material man or vendor representing a manufacturer or fabricator, who has a Sub agreement for furnishing materials and/or equipment.

Target– A point of progress for a key part of the Work, which is identified for monitoring progress of the Work. Target Times are not Contract Times.

Total Float– Number of Calendar Days by which the Work or any part of the Work may be delayed from its Early Dates without necessarily causing an overrun in a pertinent Contract Time. Total Float is by definition at least equal to Contract Float.

Underground Utilities– Pipelines, piping, conduit, duct, cables, wells, tanks, tunnels and appurtenances, or other similar facilities, installed underground to convey or support conveyance of potable water, sprinkler or irrigation water, fire protection systems, electricity, gases, steam, petroleum products, sewerage and drainage removal, telephone, communications, cable TV, traffic, or control systems.

Unit Price Work, Contingent– Work involving specified but undefined quantities (i.e., related Work quantities are not detailed in the Contract Documents) which when performed is measured by the **Professional** and paid using the measured quantities and unit prices contained in the Contract Documents. Performance of such Unit Price Work is contingent upon conditions encountered at the site, as determined, and authorized by the **Professional**.

Unit Price Work, Specified– Work of specified and defined quantities (i.e., quantities are detailed in, and can be taken-off from, the Contract Documents) that when performed is measured by the **Professional** and paid based on the measured quantities and unit prices contained in the Contract Documents.

Work (as in “the Work,” “the entire Work)– The entire *completed Construction* required by the Contract Documents. The Work results from furnishing and performing all services, obligations, responsibilities, management, supervision, labor, materials, equipment, construction equipment, general conditions, permits, taxes, patent fees and royalties, testing, inspection and approval responsibilities, warranties, temporary facilities, small tools, field supplies, Bonds, insurance, mobilization, close-out, overhead and all connections, devices and incidental items of any kind or nature required and/or made necessary by the Contract Documents.

Work Involved, any Work Involved–Existing or prospective Work (a) reflected in any notice, proposal, or claim, or (b) reflected in changes ordered or in process, or (c) affected by Delay.

1.1.2. Other defined terms used in Division 0 but not assigned intent and meanings in this Section 00020 Glossary have the intent and meanings set forth in MCL or Section 00800 Supplementary Conditions.

1.1.3. Terms defined in this Section 00020 Glossary and used in other Specifications and/or in the Drawings in lower cases, or as capitalized terms, have the intent and meanings assigned to them in this Section 00020 Glossary if the context will permit.

1.2 Division 0 Rules of Construction:

1.2.1. Each Article in a Section in Division 0 contains “sub-articles,” numbered as this sub-article 1.2 is numbered; “parts,” numbered as this part 1.2.1 is numbered, and “sub-parts,” all of which are considered “paragraphs.” A reference to a paragraph means a reference to the sub-article, part or sub-part, or any combination of any of them, if the context will permit.

1.2.2. Any reference to an Article or a paragraph in a Section within Division 0 means a reference to an Article or a paragraph in the very Section in which the reference is made, unless that reference specifically names another Section.

1.2.3. Whenever the context of any provision requires, the singular number includes the plural number and vice versa, and the use of any gender includes all genders.

END OF SECTION 00020

SECTION 00030 ADVERTISEMENT

1. Invitation to Bid (ITB) – Your firm is invited to submit a Bid. The State of Michigan as the Owner will receive **bids electronically through the SIGMA VSS website at <https://sigma.michigan.gov/webapp/PRDVSS2X1/AltSelfService>** until 2:00 p.m., ET, on 3/11/2026. The State reserves the right to cancel this Invitation to Bid (ITB) or change the date and time for submitting Bids by announcing same at any time before the established date and time for Bid opening. Bids must remain open for acceptance by the Owner for no less than the Bid hold period. Contractor may agree to extend the Bid hold period. However, any such extension must be based upon no increase in the Bid Price and/or Contract Time.

2. Work Description – The Work, Michigan State Police Headquarters Upgrade Elevators , File No. 171/24099.TYC includes, but is not necessarily limited to Renovation of four existing hydraulic passenger elevators and one service elevator. Removal and replacement of existing elevator machinery, and controls (including access controls). Existing elevator cab finishes are to remain except as indicated. This work includes electrical work and ties into the existing building fire alarm system. The work on the elevators will be phased to maintain elevator operations in the building. The site is located at 7150 Harris Drive, Dimondale, MI 48821, as shown on the Drawings.

3. Bidding Documents – Sets of Bidding Documents may be obtained at:
<https://sigma.michigan.gov/webapp/PRDVSS2X1/AltSelfService>

4. Bid Security – Each Bid shall enclose Bid Security, as specified in Section 00100 Instructions to Bidders (and as specified in Section 00310 Bid Bond, if a Bid Bond is enclosed), in the amount of five percent (5%) of the Bidder's Base Bid. *If Bid Security is by check or money order, such certified or cashier's check or money order must be delivered in original copy before the Bid Due Time to:*

State Facilities Administration
Design & Construction Division
3111 W. St. Joseph Street
Lansing, Michigan 48917

All other Bid information must be submitted via SIGMA as per standard bidding procedure.

5. Pre-Bid Conference – A mandatory voluntary pre-bid conference will be held at 7150 Harris Drive, Dimondale, MI on 2/23/2026 at 10:00 a.m. ET. A tour of the work areas will will not be held on the same day, starting immediately after the conference. All prospective Bidders and other parties interested in the Work are required encouraged to attend the tour, if held. Addenda may be issued, in response to issues raised at the pre-bid conference and tour, or as the **Owner** and/or **Professional** may otherwise consider necessary. An individual is only permitted to represent one bidder at a mandatory Pre-Bid Conference.

6. SIGMA VENDOR NUMBER: If you are bidding a State job for the first time, visit the State of Michigan SIGMA website, <https://sigma.michigan.gov/webapp/PRDVSS2X1/AltSelfService>, and follow the "SOM VSS User Guide for New Vendors" instructions, located under Forms and Reference Documents. Registration is required for bid submission. **Do not wait until the last minute to submit a proposal**, as the SIGMA system requires the creation of an account and entry of certain information, in addition to uploading and submitting the materials. The SIGMA system **will not** allow a proposal to be submitted after the proposal deadline, even if a portion of the proposal has been updated.

Questions on how to submit information or how to navigate in the SIGMA VSS system can be answered by calling **(517) 373-4111 or (888) 734-9749**.

7. Equal Employment Opportunity – Covenants not to discriminate in employment by contractors, subcontractors and suppliers required by Law are contained in paragraph 14.12 of Section 00100 Instructions to Bidders and paragraph 7.12 of Section 00700 General Conditions and are applicable to the Work and any Sub agreement under the Contract.

8. Contract Times – The Contract Times and the associated liquidated damages are specified in Article 4 of Section 00500 Agreement.

9. Contact Person – All requests or inquiries concerning the Bidding Documents, or the Work shall be addressed to Hobbs+Black Architects, John Mortimore, jmortimore@hobbs-black.com

10. Award – Subject to any agreed extension of the period for holding Bids, Bids shall remain valid for acceptance by the **Owner** for sixty (60) Calendar Days after the date of Bid opening. In addition, the **Owner** expressly reserves the right, within the **Owner's** sole discretion, to reject any or all Bids, to waive any irregularities, to issue post-Bid Addenda and rebid the Work without re-advertising, to re-advertise for Bids, to withhold the award for any reason the **Owner** determines and/or to take any other appropriate action.

END OF SECTION 00030

SECTION 00100 INSTRUCTIONS TO BIDDERS**TABLE OF CONTENTS**

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STATE OF MICHIGAN MODEL

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ARTICLE 1 BIDDING DOCUMENT INTERPRETATIONS

1.1. Section 00020 Glossary assigns specific intent and meanings to capitalized terms and to other defined terms used in Section 00030 Advertisement, this Section 00100 Instructions to Bidders and Section 00210 Information for Bidders. The Glossary also provides specific rules for construing any reference to any Article or paragraph that is made in this Section 00100.

1.2. The deadlines and submission requirements imposed on the Bidders by the provisions of Articles 3 and 4 also shall apply to any prospective subcontractor or supplier seeking access to the site or needing to submit written questions or inquiries.

1.3. Except as otherwise noted, the deadlines and other requirements imposed upon the "Apparent Low Bidder" by the provisions of Articles 2, 5, 8 and 13 also shall apply to any other Bidder remaining or wishing to remain in contention for the award.

1.4. Neither the **Owner** nor **Professional** assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents in preparing Bids. The **Owner** and **Professional** make Bidding Documents available only for obtaining Bids, and neither the **Owner** nor **Professional** grants a license for any other use of the Bidding Documents.

ARTICLE 2 QUALIFICATIONS OF BIDDERS

2.1. The Apparent Low Bidder shall submit to the **Professional**, within two (2) Business Days after receipt of the **Professional's** request, Section 00430 List of Subcontractors. The Apparent Low Bidder also shall submit to the **Professional**, within five (5) Calendar Days after the **Professional's** request, a Pre-Award Schedule and those other Qualification Submittals noted in Sections 00410, 00420 and 00440. The Apparent Low Bidder(s) may be required to attend a pre-award conference(s).

2.2. The Pre-Award Schedule shall consist of a time-scaled CPM Schedule or a Bar Chart Schedule, as designated by the **Professional**. The Pre-Award Schedule shall (a) identify start and completion dates for the Work in summary form, (b) show the sequencing in which the Bidder plans to perform the Work to conform to the Contract Times and sequences of Work indicated in or required by the Bidding Documents, and (c) include a plot with percentages of completion for the Work correlating to the start and completion dates.

2.3. Unless otherwise determined by the **Owner**, in its sole discretion, failure, neglect or refusal by the Apparent Low Bidder to submit Qualification Submittals when and as requested justifies the **Owner's** refusal to consider the Apparent Low Bidder's Bid and the Apparent Low Bidder's Bid Security will be forfeited to the **Owner** as liquidated damages. However, in the case of any other Bidder remaining or wishing to remain in contention for the award, such failure, neglect, or refusal will not constitute grounds for forfeiting that other Bidder's Bid Security.

ARTICLE 3 BIDDING DOCUMENTS; SITE CONDITIONS. SAFETY REQUIREMENTS; LAWS

3.1. It is the responsibility of each Bidder, before submitting a Bid, to: (a) examine the Bidding Documents thoroughly; (b) visit the site and, if necessary, record conditions at the site (through logs/notes, photographs, video or any other means); (c) study and correlate the Bidder's observations with the Bidding Documents; and (d) submit written questions or inquiries about the Bidding Documents or the Work, as provided in Article 4, immediately after discovering any conflicts, ambiguities, errors or omissions in the Bidding Documents.

3.2. It is also the responsibility of each Bidder, in the preparation of its Bid, to take those steps that are reasonably necessary to (a) ascertain and satisfy itself of the physical conditions under which the Work will be performed and the condition of existing facilities, including those which may not be a part of the Work, but could be affected by the performance of the Work, and (b) account for all general, local and prevailing conditions at or near the site that may in any manner affect the cost, schedule, progress, performance or furnishing of the Work. Examples of such conditions include, but are not limited to: (a) the nature and location of the Work; (b) conditions related to the transportation, disposal, handling and storage of materials; (c) the availability and suitability of labor, materials, water, electric power, telephone, sanitary services and roads; (d) daily and monthly weather variations, including any related subsurface conditions, river stages, or similar conditions; (e) the character, quality and quantity of surface and subsurface conditions at the site, including but not limited to ground water table variations, and the location, configuration and condition of existing facilities and Underground Utilities; (f) the character of equipment and facilities needed preliminary to and during Work performance; (g) conditions related to maintaining the uninterrupted operation/occupancy of existing services or facilities; and (h) the extent to which the nature, characteristics and use of any adjacent or nearby lands, rights-of-way and easements, and facilities (in all cases, inclusive of real and personal property) may affect the Bidder's activities.

3.3. It is the responsibility of each Bidder to inform itself of, and the Bidder awarded the Contract shall comply with, all applicable Laws, including, but not limited to Laws affecting cost, schedule, progress, performance or furnishing of the Work. Examples of those Laws include, but are not limited to, those relating to nondiscrimination in employment, prevailing wages, protection of public and

employee health and safety, environmental protection, building codes, fire protection, grading and drainage, use of explosives, vehicular traffic, restoration of lands and property under the control of the State or a Political Subdivision, taxes, permits and licensing.

3.4. Section 00210 Information for Bidders identifies (a) reports of explorations and tests of subsurface conditions, and (b) drawings of physical conditions of existing surface and subsurface facilities that have been used by the **Professional** in the preparation of the Bidding Documents. Bidders may rely upon such expressly stated technical information and data contained in those reports which are expressly designated as Authorized Technical Data in Section 00210 Information for Bidders, but those reports and drawings are not part of the Bidding Documents.

3.4.1. Any conclusions or interpretations made by any Bidder based on such Authorized Technical Data shall be at the Bidder's own risk. Reliance by any Bidder on any Non-technical Information or Data, interpretations or opinions contained in those reports or drawings also shall be at the Bidder's own risk. The **Owner, Professional** and their respective consultants assume no responsibility for any understanding reached or representation made about subsurface conditions and physical conditions of existing facilities, except as otherwise expressly shown in or represented by the Authorized Technical Data made available.

3.4.2. Section 00210 Information for Bidders also identifies additional reports of explorations and tests of subsurface conditions and reference documents reflecting physical conditions of existing surface and subsurface facilities that have not been used by the **Professional** in the preparation of the Bidding Documents. Any such reports and documents are not part of the Bidding Documents and are made available solely to allow Bidders to have access to the same information available to the **Owner** and **Professional**. Neither the **Owner** nor **Professional** warrants the accuracy or completeness of any such information nor do they warrant that Section 00210 Information for Bidders identifies all such existing relevant reports and/or documents.

3.5. Section 00210 Information for Bidders also identifies information and data shown or indicated in the Bidding Documents or Underground Utility drawings about Underground Utilities. Such information and data about existing Underground Utilities is based on information and data obtained from record documents of previous construction or furnished to the **Owner** by the owners of those Underground Utilities or by others.

3.6. Section 00700 General Conditions contain provisions concerning (a) responsibilities for Underground Utilities, (b) changes that may be ordered because of incidents with differing site conditions, and (c) the adequacy and completeness of the Authorized Technical Data of subsurface conditions and existing subsurface and surface facilities made available to Bidders.

3.7. To the extent that any Bidder considers that additional Authorized Technical Data is necessary for determining its Bid, it is the responsibility of that Bidder to request from the **Owner** the necessary additional Authorized Technical Data. In the event the **Owner** does not have the requested additional Authorized Technical Data, it shall be the responsibility of the Bidder, at the Bidder's sole cost, to undertake reasonable examinations of the site and any other pertinent available information and data that the Bidder considers necessary for determining its Bid.

3.8. If requested by a Bidder at least seven (7) Calendar Days before the date of Bid opening (or as otherwise agreed to by the **Owner**), the **Owner** will provide access to the site, when and as designated by the **Owner**, to allow that Bidder to conduct those reasonable explorations and tests that Bidder considers necessary for preparation and submission of the Bidder's Bid. Any such explorations and/or tests conducted by that Bidder shall comply with the requirements of the **Owner**, any Public Utilities involved and any Political Subdivisions with jurisdiction. If access to the site is granted, that Bidder shall fill all holes and clean up and restore the site to its former condition, to the **Owner's** satisfaction, upon completion of those explorations and/or tests.

3.9. The Bidder awarded the Contract shall be responsible for obtaining any lands, areas, properties, facilities, rights-of-way, and easements, in addition to those furnished by the **Owner**, that the Bidder considers necessary for temporary facilities, storage, disposal of spoil or waste material or any other similar purpose. Neither the **Owner** nor **Professional** assumes any responsibility for site conditions at any lands, areas, properties, facilities, rights-of-way, and easements obtained by any Bidder.

*3.10. With respect to any earth disturbance associated with this Contract, the Bidder awarded the Contract shall comply with The Natural Resources and Environmental Protection Act; Soil Erosion and Sedimentation Control, 1994 PA 451 Part 91, as amended, MCL 324.9101 et seq. **State Facilities Administration** is the designated "Authorized Public Agency" under the provisions of Section 9110 of 1994 PA 451, Part 91 as amended.

3.11. Each Bid shall include and be deemed to have included all (a) Michigan sales and use taxes and other similar taxes applicable to the Work that are required by Law as of the date of Bid opening, and (b) the cost of all permits, approvals, licenses, and fees necessary for the commencement, prosecution, and completion of the Work. Section 00700 General Conditions contain provisions concerning responsibilities of the Bidder for sales and use taxes and other similar taxes and for obtaining permits, approvals, licenses, and fees applicable to the Work.

3.12. To the extent the **Owner** or **Professional** has knowledge of other work at the site, which may be ongoing during the period allowed for the Work, the Bidding Documents shall identify such other work. Before submitting a Bid, each Bidder shall evaluate: (a) the effect that any such other work operations (e.g., dewatering, blasting, etc.) may have on the Work, (b) related conditions and

sequences of Work contained in the Bidding Documents, (c) the requirements for coordination and cooperation between the Work and other work, and (d) related Contract Times.

3.13. The submission of a Bid constitutes a binding representation by the Bidder that: (a) the Bidder has complied with every requirement of this Article and the Bidding Documents; (b) the Bidder has examined and agrees with the Progress Schedule requirements contained in the Specifications, including, but not limited to, requirements concerning the administration of early completion schedules; (c) without exception, the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and in accordance with those Means and Methods indicated in or required by the Bidding Documents; and (d) the Bidder considers the Bidding Documents to be sufficient in scope and detail to indicate a clear understanding of all terms and reasonably foreseeable conditions applicable to the Work, and how such terms and conditions may affect the cost, schedule, progress, performance and furnishing of the Work.

3.14. Any failure of a Bidder to take the actions described and acknowledged in this Article will not relieve that Bidder of the responsibility for (a) properly estimating the difficulty, cost of and schedule for successfully performing and furnishing the Work, or (b) upon award, performing and furnishing the Work successfully at no increase in Contract Price or Contract Time.

3.15. Neither the **Owner** nor **Professional** assumes any responsibility for any conclusions or interpretations made by any Bidder based on the information made available by the Bidding Documents. Nor does the **Owner** or **Professional** assume any responsibility for any understanding reached or representation made about conditions that may in any way affect cost, schedule, progress, furnishing or performance of the Work, unless that understanding, or representation is expressly stated or indicated in the Bidding Documents (including written Addenda).

ARTICLE 4 INTERPRETATIONS; ADDENDA

4.1. All requests for clarification or interpretation of the Bidding Documents, all proposals for any modifications to the Bidding Documents, all requests for information and all other questions or inquiries about the Bidding Documents and/or the Work shall be submitted in writing to the Contact Person identified in Section 00030 Advertisement, Article 8. Requests or inquiries received less than seven (7) Calendar Days before the date of Bid opening will be answered only if (a) the response can be given through Addenda made available at least seventy-two (72) hours before Bid opening (counting Business Days only), (b) the Bid opening is postponed by Addendum, or (c) the Work is rebid without re-advertising following the issuance of post-Bid Addenda.

4.2. Any interpretation or clarification, modification to the Bidding Documents (whether by correction, addition, deletion, or other revision) and/or information given will be binding only if given by Addenda. Interpretations, clarifications, corrections, additions, deletions or other revisions or information given orally or in any other manner are not binding on the **Owner** and if relied upon by any Bidder, shall be relied upon at the Bidder's own risk. Addenda will be provided by posting to and may be obtained by bidders at: <https://sigma.michigan.gov/webapp/PRDVSS2X1/AltSelfService>

4.3. In the **Owner's** sole discretion, subsequent to the opening of Bids, post-Bid Addenda may be issued setting a new date for the receipt and opening of sealed Rebids.

4.4. Any quantities of Unit Price Work given on the Bid Form, whether detailed in the Drawings or Specifications or contingent upon actual conditions, are approximate only, and are to be used solely for comparing Bids and establishing the Contract Price. Neither the **Owner** nor **Professional** represents that the actual quantity for any item of Unit Price Work performed will equal the quantity given. Payments will be made only for actual quantities of Unit Price Work completed in accordance with the Contract Documents. Actual quantities of Unit Price Work may overrun or underrun those in the Bid Form without necessarily invalidating the unit prices bid (except as provided in paragraph 10.6 of Section 00700 General Conditions).

ARTICLE 5 BID SECURITY

5.1. Bid Security shall be made payable to the "State of Michigan" in the form of a certified or cashier's check or money order drawn upon a bank insured by an agency of the Federal Government or consist of a duly executed Bid Bond. A Bid Bond shall be duly executed by the Bidder and by a surety authorized to do business in the State by the Department of Energy, Labor and Economic Growth and listed on the current U.S. Department of the Treasury Circular 570. Bidders shall attach a certified copy of Power of Attorney to sign Bid Bonds as the Attorney-in-Fact. Copies of the current Circular listing of approved bonding/insurance companies and interim changes may be obtained through the Internet web site <https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570.htm>.

5.2. Failure by a Bidder to enclose with its Bid a certified or cashier's check or money order or a duly executed Bid Bond signed by Bidder and Surety shall disqualify that Bidder from any consideration for the award. *If Bid Security is by check or money order, such certified or cashier's check or money order must be delivered in original copy before the Bid Due Time to:*

State Facilities Administration
Design & Construction Division

3111 W. St. Joseph Street
Lansing, Michigan 48917

All other Bid information must be submitted via SIGMA as per standard bidding procedure.

5.3. The Bid Security of the Bidder recommended for award will be retained until that Bidder has fulfilled all the following: (a) submitted Qualification Submittals and required information, (b) executed and delivered Section 00500 Agreement, (c) delivered evidence of insurance, and (d) furnished the required Section 00610 Performance Bond and Section 00620 Payment Bond (including separate certifications). If that Bidder fails to do so when and as specified, the **Director-DCD or his/her designee**, may annul the Notice of Award recommendation, and the Bid Security of that Bidder will be forfeited to the **Owner** as liquidated damages. If the **Owner** incurs any collection costs in the enforcement of the Bid Security requirement, that Bidder and its surety, if any, agree jointly and severally to reimburse the **Owner's** costs of collection, which shall include reasonable fees and charges of attorneys and others, court or hearing costs incurred with or without suit and interest.

5.4. If the Apparent Low Bidder gives a certified or cashier's check or money order as Bid Security, and the **Owner** requests a certification by an acceptable surety stating that the Bidder will furnish the Section 00610 Performance Bond and Section 00620 Payment Bond if awarded the Contract, that Bidder shall furnish such certification within seven (7) Calendar Days after the **Owner's** request.

5.5. The Bid Securities of the Apparent Low Bidder and of any other Bidder remaining in contention for the award will be retained by the **Owner** until the end of the period during which Bids shall remain open, or seven (7) Calendar Days after the **Owner** executes Section 00500 Agreement, whichever last occurs.

ARTICLE 6 CONTRACT TIME; LIQUIDATED DAMAGES

6.1. The Contract Times, i.e., the number of Calendar Days within, or dates by, which the Work or any part of the Work shall be completed, are specified in Section 00500 Agreement, and may be supplemented, as provided in Section 00500 Agreement. As stated in Section 00500 Agreement, the Contract Times are of the essence of the Contract. If any Bidder believes that any of the Contract Times are insufficient or excessive, that Bidder shall advise the **Owner** in accordance with the requirements of Article 4.

6.2. Liquidated damages are specified in Section 00500 Agreement and may be supplemented, as provided in Section 00500 Agreement.

ARTICLE 7 MATERIALS AND EQUIPMENT

7.1. Named or Specified Materials and Equipment – Materials and equipment described in the Specifications by naming a brand, make, supplier or manufacturer or by using a specification shall establish a standard and shall be intended to convey function, necessary design features, general style, type, materials of construction, character and quality, serviceability, and other essential characteristics. A number of Specifications, if any, using named or specified materials and equipment are *listed* in Schedule 1.6 of Section 00440 Schedule of Materials and Equipment.

7.2. Proposal for Adding Products by Addenda – For those Specifications *listed* in paragraph 1.6 in Section 00440 Schedule of Materials and Equipment, the **Professional** will, up to ten (10) Calendar Days before the date of Bid opening stated in Section 00030 Advertisement, accept written proposals from non-named manufacturers and suppliers seeking to have the **Professional** add their products to Schedule 1.6. The **Professional** will consent to any such proposal by Addendum if, in the **Professional's** judgment, the proposed material or equipment also may be used as a named or specified product. Lack of adequate time or information needed to evaluate a proposal, as determined in the sole discretion of the **Professional**, may justify its rejection.

7.2.1. Any such proposal shall clearly identify differences between the proposed and named or specified material or equipment and demonstrate objectively that the proposed material or equipment: (a) has the same essential characteristics of the item named or specified, (b) will equally perform the functions and achieve the results called for by the general design concept, (c) is suited to the same use as the item named or specified, (d) is at least of equal materials of construction, quality and necessary essential design features to the material or equipment named or specified, (e) conforms substantially to the desired detailed requirements, including, but not limited to durability, strength, appearance and aesthetics (if aesthetics are significant), safety, service, life, reliability, economy of operation and ease of maintenance, and (f) offers a proven record of performance and service for at least three (3) years before the date of Bid opening.

7.2.2. Any such proposal shall further include (a) a list of installations that have been in service for at least three (3) years before the date of Bid opening (including the name, address, and telephone number of a person familiar with and at the installation), and (b) sufficient drawings, diagrams, brochures, schedules, performance charts, instructions, samples, and other data as may be necessary to allow the **Professional** to make a determination.

7.3. Each Bidder is responsible for notifying the **Professional** in writing if the Bidder knows or has reason to know that any material or equipment *listed* in Section 00440 Schedule of Materials and Equipment, which the Bidder intends to bid requires changes in the Work. Any such notice shall be provided no later than seven (7) Calendar Days before Bid opening. This requirement applies but is not limited to changes in any testing requirements or Means and Methods indicated in or required by the Bidding Documents. However, this requirement is not intended to make the Bidder responsible for correcting design errors or omissions.

7.3.1. If any Bidder fails to provide such notice, and is awarded the Contract, that Bidder assumes responsibility for its proportionate share of any excess costs and Delay. Excess costs and Delay are those resulting from changes in the Work that would not have been incurred had that Bidder not failed to provide written notice to the **Professional**.

7.4. Bidding Requirement – For those Specifications *listed* in paragraph 1.6 of Section 00440 Schedule of Materials and Equipment, each Bidder shall bid one of the *listed* materials and equipment only. This requirement to not bid "or equal" or substitute materials and/or equipment for the *listed* Specifications applies even if the Bidding Documents state that an "or equal" or substitute may be furnished or used for any *listed* Specification.

7.5. Contract Condition – For those Specifications *listed* in paragraph 1.6 of Section 00440 Schedule of Materials and Equipment, the Contract will be awarded on the basis that only *listed* named or specified materials and equipment will be furnished. If an "or equal" or a substitute may be furnished for any *listed* Specification, if acceptable to the **Professional**, application for acceptance will not be considered until after Contract Award.

7.6. Section 00700 General Conditions contains provisions requiring each Supplier (a) to be bound to the requirements of the Contract Documents, (b) to assume toward the **Contractor** all obligations that the **Contractor** assumes toward the **Owner** and **Professional**, and (c) to furnish Work under a Sub-agreement containing waiver of rights of subrogation provisions.

ARTICLE 8 SUBCONTRACTORS

8.1. For each Division, Section of the Specifications and/or trade itemized in Section 00430 List of Subcontractors, the Apparent Low Bidder shall, when requested by the **Professional**, nominate the Subcontractor(s) to be awarded a Sub-agreement(s). When completing Section 00430, the Apparent Low Bidder shall provide licensing data for trades for which contractors' licensing is required and, if applicable, indicate minority, woman, or handicapped status. One Subcontractor shall be nominated for each Specification or trade, unless the Apparent Low Bidder, directly or through a Subcontractor, intends to award more than one Sub-agreement for the listed Specification or trade.

8.1.1. For any asbestos abatement projects, Contractor must comply with MCL 338.3375(4) and complete the Bid Form Attachment Section 00330 Asbestos Abatement Attestation. Notwithstanding anything to the contrary, the Owner has the right to object, regardless of cause, to any asbestos abatement Subcontractor nominated by the Contractor to be awarded a Sub-agreement that has 5 or more notices of violation of environmental regulations or has been subject to an administrative consent order or a consent judgment involving environmental regulations, within the immediately preceding 5 years.

8.2. If the **Owner** objects, for good cause, to any nominated Subcontractor, the **Owner**, before issuing the Notice of Award, may request replacement of that Subcontractor. In that event, the Apparent Low Bidder shall nominate a substitute Subcontractor or the Bidder itself, if qualified for the Work involved. In such case, there will be no extension in the Bid hold period nor any increase in the Bidder's Bid or Alternates. If the Bidder declines, that Bidder shall not be recommended for the award; however, such declining will not constitute grounds for forfeiting the Bidder's Bid Security.

8.3. Except as provided in paragraph 8.2, no removal or replacement of a nominated Subcontractor will be considered by the **Owner**, except for good cause. Before Contract Award, any removal, replacement, or addition of a nominated Subcontractor shall be responsive to the requirements of the Bidding Documents only to the extent it permits the timely evaluation of the newly nominated Subcontractor. After Contract Award, if the Apparent Low Bidder, as the **Contractor**, nominates *for the first time* a Subcontractor for any Division, Specification and/or trade listed in Section 00430 List of Subcontractors, and the **Owner** objects for good cause to any such newly nominated Subcontractor, the **Contractor** shall provide a replacement Subcontractor at no increase in Contract Price and/or Contract Time.

8.4. Section 00700 General Conditions contains provisions requiring each Subcontractor (a) to be bound to the requirements of the Contract Documents, (b) to assume toward the **Contractor** all obligations that the **Contractor** assumes toward the **Owner** and **Professional**, and (c) to provide Work under a Sub-agreement containing waiver of rights of subrogation provisions.

8.5. These provisions shall not be construed to create any third-party beneficiary or joint employer status with respect to the **Owner** and/or **Professional** and any Subcontractor. Furthermore, these provisions shall not be construed to create or impose any duty or liability on the **Owner** to exercise this authority for the benefit of any Bidder, nominated or newly nominated Subcontractor or any other third party.

ARTICLE 9 BID FORM AND BID FORM ATTACHMENTS

9.1. All bid forms should be uploaded as attachments to SIGMA, including the Section 00300 Bid Summary, Section 00300 Bid Form and Bid Form Attachments (Section 00310 Bid Bond Form, Section 00320 Non-collusion Affidavit, and if applicable, Section 00330 Asbestos Abatement Attestation). If any forms are revised by Addendum, the latest revision of the appropriate Bid Summary, Bid Form and/or Bid Form Attachment shall be used. All blank spaces shall be legibly and properly printed in ink or typed as required in these Instructions to Bidders and each form. All Bid prices shall be printed or typed in both words and figures.

9.2. Bids by individuals shall be signed by the person making that Bid, or the Bid shall enclose a Power of Attorney evidencing authority to sign the Bid in the individual's name.

9.3. Bids by partnerships shall be signed in the name of the partnership. The partner authorized to sign shall be named and sign where indicated. A certified copy of power of attorney authorizing that partner to bind all partners shall be attached to Section 00300 Bid Form. If a certified copy of the partnership's certificate attached to Section 00300 Bid Form indicates that all partners have signed, no separate authorization is required.

9.4. Bids by corporations shall be signed in the legal corporate name. The signature of the president or authorized officer shall be entered below the corporate name, followed by the attesting signature of the corporation secretary or of an authorized officer other than the officer signing the Bid. A certified copy of a pertinent Board Resolution authorizing that individual to bind the corporation shall be attached to Section 00300 Bid Form.

9.5. Bids by joint ventures shall be signed by all or one of the joint venturers. If not all joint venturers sign, a certified copy of Power of Attorney authorizing the individual(s) signing to bind all joint venturers shall be attached to Section 00300 Bid Form. If a certified copy of the joint venturer's certificate attached to Section 00300 Bid Form indicates that all joint venturers have signed, no separate authorization is required.

9.6. The Bidder shall acknowledge receipt of all Addenda by completing the blank spaces in the table provided for that purpose in paragraph 2.1 of Section 00300 Bid Form.

ARTICLE 10 PREPARATION AND SUBMISSION OF BIDS

10.1. Prevailing Wage and Asbestos Abatement Project Requirements:

10.1.1. The Bidding Documents include either the attached Schedule of prevailing rates of wages and fringe benefits for all classes of Construction Mechanics called for in the Bid and resulting Contract, if any, or the attached current prevailing wage determination issued by the U.S. Department of Labor, as applicable depending on the funding source(s).

10.1.2. To the extent MCL 401.1101 et seq. is applicable, Contractor shall include in a bid for a state project a copy of the state project registration for the Contractor and for each Subcontractor of the Contractor that has been selected at the time the Contractor submits the Bid.

10.1.3 For any project with asbestos abatement, Contractor must complete the Bid Form Attachment, Section 00330 Asbestos Abatement Attestation, to be considered a responsive Bidder.

10.2. Bids must be submitted electronically through the SIGMA VSS website at <https://sigma.michigan.gov/webapp/PRDVSS2X1/AltSelfService>

10.3. Each bid requesting the Qualified Disabled Veterans (QDV) preference, in accordance with Public Act 22 of 2010, MCL 18.1241(3), shall include a DD 214 Proof of Service and Discharge, a Veterans Administration rating decision letter, a proof of disability (if the disability is not indicated on the DD 214), and appropriate legal documents setting forth the 51% natural persons QDV ownership.

10.4. If Unit Price Work is specified, the Bidder shall, for each Unit Price Work item listed separately on Article 6 of Section 00300 Bid Form, bid a unit price, and enter, in the appropriate column, the computation of the respective quantity multiplied by the respective Bidder's bid unit price. Bid prices for each lump sum or "One Each" item listed on the Bid Form shall be printed or typed only in the appropriate "Bid Price" column. The Bidder shall show the sum representing the Bidder's Base Bid and, if Alternates are listed, the Bid prices for all Alternates, in the spaces provided for those purposes.

10.5. For each Cash Allowance, the Bidder shall include, within the Bid, all labor costs, construction equipment costs, insurance and Bond premiums and other general conditions costs and Fee (Bidder's and Subcontractors') to complete Work associated with the material, equipment, or other designated item to be furnished under the Cash Allowance. For each Provisionary/Contingency Allowance, the Bidder shall include, within the Bid, insurance premiums (not recoverable as labor burden) and Bond premiums required to complete Work that may be ordered under the Provisionary/Contingency Allowance. Cash Allowances and

Provisionary/Contingency Allowances are defined in Section 00020 Glossary and are further described in paragraph 10.7 of Section 00700 General Conditions.

10.6. The Bidder's Base Bid and Alternate Bid prices shall include, and payment for completed Work shall be compensation in full for, all services, obligations, responsibilities, management, supervision, labor, materials, devices, equipment, construction equipment, general conditions, permits, patent fees and royalties, testing, inspection and approval responsibilities, warranties, temporary facilities, small tools, supplies, Bonds, insurance, taxes, mobilization, close-out, overhead and profit and all connections, appurtenances and any other incidental items of any kind or nature, as are necessary to complete the Work, in a neat, first quality, workmanlike and satisfactory manner in accordance with the Drawings and Specifications and as otherwise required to fulfill the requirements of the Bidding Documents.

10.7. Neither the Section 00300 Bid Form nor any Bid Form Attachment made available to the Bidders and submitted with the Bid shall be altered in any way. Bids shall not contain any qualifications or conditions or any recapitulations of the Work whatsoever. No Alternate will be considered, unless any such Alternate is itemized in paragraph 6.2 Schedule of Alternates in Section 00300 Bid Form and specified in the Bidding Documents.

10.8. Before and after Bid submission, and before the time for receiving Bids has expired, any Bidder may alter or revise any price or information the Bidder has entered on its Bid Form or any Bid Form Attachments by: (a) crossing out the entry, (b) legibly printing in ink or typing the new price or information, and (c) placing the initials of the person who signs the Bid adjacent to each change. After Bid opening, the **Owner** may require a Bidder to verify any such alteration or revision. Ambiguities arising from any alterations or revisions made by any Bidder may be resolved against that Bidder, in the **Owner's** sole discretion.

10.9. Neither the **Owner** nor **Professional** assumes any responsibility for any costs any Bidder incurs, however caused, in preparing and submitting its Bid, in withdrawing its Bid, or in objecting to the award or to being disqualified for the award.

10.10. In the event of any conflict between Attachment A to Section 00100–Bidder's Checklist and any requirements specified in any other parts of the Bidding Documents; the requirements of the Bidding Documents taken as a whole shall be binding on the Bidders.

10.11. All bonds, insurance, and other required documents shall be issued in the name of the bidder.

ARTICLE 11 BID WITHDRAWAL

11.1. Any Bidder may withdraw its Bid before Bid opening by submitting to the **Owner** a document requesting the withdrawal in the manner in which a Bid shall be signed and submitted to the **Owner**. Withdrawal of a Bid before Bid opening will not prejudice the right of that Bidder to submit a new, modified Bid. After the time for receiving Bids has expired, the following will apply: (a) no Bid may be modified, altered, or reformed, except to resolve irregularities on the Bid Form or Bid Form Attachments, as provided in paragraph 14.6, and (b) no Bid withdrawal will be accepted by the **Owner**, except as provided in paragraphs 11.2 through 11.6.

11.2. After the time for receiving Bids has expired, no Bid may be withdrawn, unless that Bidder lodges a written claim of a mathematical or clerical error in the Bidder's Bid with the **Owner** within two (2) Business Days after the date of Bid opening. The claim shall describe in detail the mathematical or clerical error, include a signed affidavit stating the facts of the alleged error and request that the Bidder be released from the Bidder's Bid.

11.3. If any Bidder's claim to withdraw its Bid due to an alleged mathematical or clerical error is timely filed, the **Director-DCD**, or his/her designee, will determine the validity of the claim and, as he/she deems necessary within his/her sole discretion, will provide an opportunity to the Bidder making the withdrawal to present its verification claim at a hearing/review session within ten (10) Calendar Days after the **Owner** received the claim.

11.4. At the Bid withdrawal claim review, the **Director-DCD**, or his/her designee shall, within his/her discretion, informally hear testimony and receive evidence as to whether (a) the Bid contains an obvious mathematical or clerical error not involving lack of good faith or fair dealing, (b) the error is subject to objective certification and is of such grave consequences that to enforce the Contract would be unconscionable, (c) the error relates to a material feature of the Contract, and (d) the error was not caused in any way by the Bidder's violation of positive legal duty or culpable negligence.

11.5. Upon completion of the claim review process and before any award recommendation, the **Director-DCD**, or his/her designee, will enter findings and render a determination on the Bidder's withdrawal claim. The **Owner** will notify the Bidder within a reasonable time after such determination.

11.6. If the **Director-DCD**, or his/her designee, concurs with the Bid withdrawal claim and the **Owner** suffers no serious prejudice, except loss of bargain, the **Owner** will allow the Bidder to withdraw its Bid will return the Bidder's Bid Security within a

reasonable time. However, that Bidder will not be allowed to submit another Bid for the Work. The decision of the **Director-DCD**, or his/her designee, shall be final and binding on any such Bidder.

ARTICLE 12 BID OPENING; OBJECTION TO THE AWARD

12.1. Each Bidder bears sole responsibility to submit their bid electronically through the SIGMA VSS website at <https://sigma.michigan.gov/webapp/PRDVSS2X1/AltSelfService>

12.2. Within reasonable time after the date of Bid opening, the **Owner** will make available a "Bid tabulation" listing the Bids opened and the Apparent Low Bidder. If any Bidder listed in the Bid tabulation has any objection to the Apparent Low Bidder, the objecting Bidder shall file a written protest with the **Owner** within seven (7) Calendar Days after the date of Bid opening. The protest shall describe in detail the basis for the protest and request a determination under this Article.

12.3. If a written protest is timely filed, the **Director-DCD**, or his/her designee, will review the protest and if he/she determines in his/her sole discretion that a claim review process is necessary, such proceeding shall be conducted within ten (10) Calendar Days after receipt of the written protest.

12.4. The **Owner** will notify the Bidders involved within a reasonable time of the **Director-DCD's**, or his/her designee's, recommendation to dismiss or uphold the protest. If the protest has been denied, the **Owner** will notify those Bidders of the time and date on which the **Board's** Building Committee will meet to consider the **Director-DCD's**, or his/her designee's recommendation of award. The objecting Bidder and the Apparent Low Bidder will be given an opportunity to be heard at the Building Committee meeting and, at the discretion of the **Board**, at any subsequent **Board** meetings. The Building Committee and **Board**, at its discretion, will review or hear the protest under such terms and conditions as either deems proper.

12.5. Upon reviewing the protest, the Building Committee and/or the **Board** will either (a) dismiss the protest, or (b) uphold the protest and send the Bid back to the **Director-DCD**, or his/her designee, for a new Bid evaluation or rebid, consistent with the determination of the Building Committee or **Board's** findings. The decision of **Board** as to the protest shall be final and binding.

ARTICLE 13 BIDS TO REMAIN OPEN

13.1. Bids shall remain open for acceptance by the **Owner** for no less than the period during which Bids shall remain valid (i.e., the Bid hold period) stated in Section 00030 Advertisement.

13.2. The **Owner**, by written notice, may elect to request the Apparent Low Bidder and any other Bidder remaining or wishing to remain in contention for the award to hold their Bids beyond the Bid hold period. Any such Bidder who fails or refuses to agree to the **Owner**-requested extension may be disqualified for further consideration for the award. However, no such Bidder shall forfeit the Bidder's Bid Security due to its failure or refusal to hold its Bid.

13.3. Any such Bid hold extension request by the **Owner** and consent by any Bidder shall be based upon no increase in (a) the Bidder's Base Bid, (b) any of the Bidder's Alternate Bid Prices, and (c) any Contract Times stated in Calendar Days. However, in the event none of the Bidders involved consent to extending their Bids, as conditioned in this paragraph, the **Owner** will issue a post-Bid Addendum specifying an additional Alternate for the sought extension in the Bid hold period.

ARTICLE 14 AWARD OF THE CONTRACT

14.1 If the Owner elects to award the Contract, the Owner will make the award to the responsive and responsible best value bidder except as provided below relative to veteran's preference.

14.1.1 The Apparent Low Bidders will be evaluated for responsiveness and responsibility based on the following:

- Compliance with the bid specifications and requirements.
- The Bidder's financial resources.
- The Bidder's technical capabilities.
- The Bidder's technical experience.
- The Bidder's past performance.
- The Bidder's insurance and bonding capacity.
- The Bidder's business integrity.

If a qualified disabled veteran meets the requirements of the contract solicitation, provides acceptable responses to both Part One and Part Two of the Best Value Construction Bidder Evaluation to achieve a Best Value recommendation and with the veteran's preference is the lowest responsive, responsible, best value Bidder the Owner will award the contract to the qualified disabled veteran bidder.

A determination as to whether the requirements of the bid solicitation have been met will be based solely on the Owner's and Professional's evaluation of the Section 00300 Bid Form, Bid Form Attachments, Bidder-provided documents, Best Value Evaluation by the PSC, interview, and Bidder Qualification Submittals received in a timely basis. Each bid requesting the Qualified Disabled Veterans (QDV) preference, in accordance with Public Act 22 of 2010, MCL 18.1241.3 shall include a DD 214 Proof of Service and Discharge, a Veterans Administration rating decision letter, proof of disability (if the disability is not indicated on the DD 214), and appropriate legal documents setting forth the 51% natural persons QDV ownership.

The bids will be evaluated for best value based on price and qualitative components by comparing the qualitative components of the three lowest responsive and responsible Bidders. The comparison may also include other Bidders whose bids are within 10% of the lowest responsive and responsible Bidder. Determination of the lowest three Bidders shall be based on the sum of the Base Bid and any additive and deductive Alternates the Owner accepts. Alternates shall be accepted in the order listed in paragraph 6.2 Schedule of Alternates in Section 00300 Bid Form only. The Owner will accept an Alternate only if all other previously listed Alternates are also accepted unless acceptance by the Owner of Alternates in a different order does not affect determination of the lowest three bidders in any way.

Some qualitative components that may be evaluated are:

- Technical approach.
- Quality of proposed personnel.
- Management plans.
- Past performance of any nominated asbestos abatement subcontractor(s).
- ADD ANY OTHER PROJECT SPECIFIC

For contracts under \$250,000, best value will primarily be based on the lowest responsive and responsible bid.

14.1.2. For determining the lowest, responsive, and responsible bid, when a Qualified Disabled Veterans (QDV) preference is requested, 10% of the lowest responsive and responsible bid (the bid that would otherwise receive the contract award if the preference were not being considered) will be deducted from all QDV bids. If the low responsive and responsible QDV bid, less the 10% preference, is less than the lowest responsive and responsible bid, then the QDV bid will be declared the official lowest responsive and responsible bid. The original QDV bid amount will be the basis of the contract award.

14.1.3. Bid irregularities with respect to the Bidding Documents, for which corrective action is not already provided in paragraph 14.6 or elsewhere in the Bidding Documents, may be waived at the sole discretion of the **Owner**, unless the irregularity was due to the Bidder's lack of good faith or fair dealing, or where the waiver would lead to a determination obviously in error or inconsistent with the Bidding Documents.

14.1.4. For Bids over \$100,000.00, Bidders that self-certify to be a Michigan business shall be given a preference over an out of state Bidder in the same manner in which an out-of-state Bidder would be preferred in its home state. Bidders that neither self-certify as a Michigan business in their Bid nor authorize the Michigan Department of Treasury to release information necessary to verify entitlement will be deemed to have waived their right to claim entitlement to any preference.

14.2. No Bidder shall be considered responsible under the requirements of the Bidding Documents, unless that Bidder delivers the information required in paragraph 2.1 that the **Owner** considers necessary to the evaluation of the Bid.

14.3. The following may be considered examples of sufficient grounds for determining that a Bidder is not responsible, or for objecting to any of the Bidder's Subcontractors (even if holding a valid license) or Suppliers: *(a) being listed on the Michigan Department of Labor's register of employers who have been found in contempt of court by a Federal Court of Appeals for failure to correct an unfair labor practice as prohibited by Section 8 of Chapter 372 of the National Labor Relations Act, 29 U.S.C. 158 (1980 PA No. 278, as amended, MCL 423.321 et seq.); *(b) being debarred from participation in the bid process pursuant to Section 264 of 1984 PA 431, as amended, MCL 18.1264, or debarred or suspended from consideration for award of contracts by any other State or any federal Agency; (c) a felony conviction in any state (including this State) within the last three (3) years before the date of Bid opening; (d) lack of adequate experience or demonstrated qualifications or capability to perform the trades or classifications of the Work specified in the Bidding Documents; (e) reasonable doubt concerning the ability to maintain adequate construction equipment, quality control, schedule control or financing to meet contractual obligations under the Bidding Documents; (f) a previous termination for cause by the **Owner** within the last five (5) years before Bid opening; (g) failure to comply with all requirements for foreign corporations; (h) concealment, misrepresentation or misstatement of any material facts; or (i) failure to pay any federal, State or local taxes.

14.4. If the Owner, either through the Director-DCD or his/her designee, or the Board, intends to disqualify any Bidder under consideration for award, written notice of the impending disqualification will be provided by the Owner (including reasons for the disqualification) to that Bidder and those Bidders remaining under consideration to the award. If the disqualified Bidder has any

objection to the disqualification that Bidder shall, within two (2) Business Days, file a written protest, as provided in paragraph 12.2, and follow the protest procedures in paragraphs 12.3 through 12.5. The decision of the Board shall be final and binding on the disqualified Bidder.

14.5. Except in circumstances leading to a determination obviously in error or inconsistent with the Bidding Documents, irregularities on any Bid shall be resolved using the rules provided in paragraph 14.6. Except as stated in paragraph 14.6(e), any Bid Form and Bid Form Attachment having any such irregularity shall be modified, altered, or revised to reflect the resolution of the irregularity, however, no Bidder-provided sum or extension shall be modified, altered, or revised and the Bidder's Bid shall be binding on the Bidder and the Bidder's surety, subject to the provisions governing Bid withdrawals stipulated in Article 11.

14.6. The following irregularities on any Bid Form or Bid Form Attachment shall be resolved as follows: (a) between SIGMA entry and signed Bid Summary attachment, the signed Bid Summary attachment will be used; (b) between words and figures, the words shall be used; (c) between any sum, computed by the Bidder, and the correct sum, the sum computed by the Bidder shall be used; (d) between the product, computed by the Bidder, of any quantity and bid unit price and the correct product of the unit price and the quantity of Unit Price Work, the product extended by the Bidder shall be used; (e) between a stipulated Allowance and the amount entered, the Allowance shall be used; (f) any mobilization pay item exceeding the maximum specified shall be ignored and the Bid shall remain unchanged; (g) if any Bidder fails or neglects to bid a unit price for an item of Unit Price Work but shows a "Bid Price" for that item, the missing unit price shall be computed from the respective quantity and the Bid Price shown; (h) if any Bidder fails or neglects to show a "Bid Price" for an item of Unit Price Work but bids a unit price, the missing Bid Price shall remain as "zero"; and (i) if any Bidder fails or neglects to enter a Bid price in both words and figures, the Bid price printed or typed, whether in words or figures, shall be used.

14.7. If there are reasonable grounds for believing that collusion or unlawful agreements exist between any Bidders, that a Bidder is interested in more than one Bid, or that any Bids are not genuine, those Bidders will be disqualified, and their Bids will be rejected without consideration.

14.8. All costs of the Bidder awarded the Contract and that are incurred in responding to requests from the **Owner** or **Professional**, whether or not sufficient, shall neither justify any increase in Contract Price or Contract Time nor provide any basis for subsequent consideration by the **Owner** of a proposal or claim for any increase in Contract Price or Contract Time.

*14.9. Michigan and Recycled Products – The Bidder awarded the Contract and all Subcontractors and Suppliers shall use (a) Michigan-made products whenever possible where price, quality and performance are equal to or better than non-Michigan products, and (b) supplies, materials and equipment made from Recycled Materials if there is a readily identifiable source or market as determined by the **Director-DCD, or his/her designee**, and the cost does not exceed one hundred ten percent (110%) of supplies, materials or equipment not containing Recycled Materials (Sections 261 and 261a of the Management and Budget Act, 1984 PA 431, as amended, MCL 18.1261 and MCL 18.1261a).

*14.10. Subcontractor and Supplier Businesses Owned by Minorities, Women and Persons with Physical or Mental Disabilities – Bidders are urged to utilize as Subcontractors and Suppliers, businesses owned by minorities, women, and persons with physical or mental disabilities. For assistance in locating and identifying certified businesses, contact the Michigan Department of Civil Rights, Business and Community Affairs, Cadillac Place, 3054 W. Grand Boulevard, Suite 3-600, Detroit, MI 48202, 1-800-482-3604.

*14.11. Unfair Labor Practice - Bidders who have been found in contempt of court by a Federal Court of Appeals on not less than three occasions involving different violations during the preceding seven (7) years for failure to correct an unfair labor practice prohibited by Section 8 of Chapter 372 of the National Labor Relations Act, 29 U.S.C. 158 are not eligible to be awarded the Contract. A register of employers in violation of this requirement is compiled by the Michigan Department of Energy, Labor and Economic Growth pursuant to 1980 PA 278, MCL 423.321 et seq. Further, the Bidder awarded the Contract shall not use any Subcontractors or Suppliers on the Work whose name appears on the register. According to Section 4 of 1980 PA 278, any contract entered into by the State may be declared void and rescinded to the extent the Bidder awarded the Contract or any Subcontractor, manufacturer, or Supplier awarded Work under the Contract subsequently appears in the register compiled by the Department of Consumer and Industry Services.

*14.12. Nondiscrimination – The Bidder awarded the Contract, and each Subcontractor and Supplier awarded a Sub agreement covenants that it will comply with the nondiscrimination requirements described in paragraphs 7.12.1 through 7.12.3 of Section 00700 General Conditions.

*14.12.1. A breach of the covenants set forth in paragraph 7.12 of Section 00700 General Conditions shall be regarded as a material breach of the Contract.

*14.12.2. The Bidder awarded the Contract shall include or incorporate by reference paragraph 14.12.1 (above) and the provisions of paragraphs 7.12.1 through 7.12.3 of Section 00700 General Conditions in every Sub agreement, unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission. Each Sub agreement shall provide that those provisions shall be binding upon the Subcontractor or Supplier.

*14.13. Bidders are further directed to Article 7 of Section 00700 General Conditions for terms and conditions concerning the specific legal requirements applicable to this Contract.

ARTICLE 15 EXECUTION OF THE AGREEMENT

15.1. Upon acceptance of a Bid for the Work by the **Board** or by the **Director** of the **Department** of Technology, Management and Budget, the **Director-DCD** or his/her designate will send the Notice of Award to the Bidder awarded the Contract. The Notice of Award will (a) designate the Contract Price and itemize the Alternates that the **Owner**, in its sole discretion, has accepted, (b) enclose completed, unsigned Section 00500 Agreement forms and blank Section 00610 Performance and Section 00620 Payment Bond forms, and (c) outline the procedures to be followed and information to be provided by the **Contractor** for execution of Section 00500 Agreement.

15.2. Unless otherwise designated in the Notice of Award, within fifteen (15) Calendar Days after receipt of the Notice of Award, the Bidder recommended for award shall (a) sign Section 00500 Agreement; (b) execute Section 00610 Performance Bond and Section 00620 Payment Bond (and attach to each Bond separate, certified copy of Power of Attorney); and (c) return to the Owner the executed Section 00500 Agreement, Section 00610 Performance Bond and Section 00620 Payment Bond forms, evidence of original certificates of insurance and any other documents required for submission by the Notice of Award.

15.3. Evidence of insurance shall consist of certificates of insurance confirming that the policies of insurance that the **Contractor** has obtained, including the limits of coverage and endorsements provided, are in compliance with the insurance requirements specified in paragraphs 7.4 through 7.7 of Section 00700 General Conditions. Certificates of insurance shall contain a statement confirming that coverage will not be canceled, adversely changed or renewal refused until at least thirty (30) Calendar Days' prior written notice has been delivered or mailed to the **Owner** and **Contractor**.

15.4. The **Owner** will execute the Section 00500 Agreement retain one hard copy and compile a complete electronic copy of the Contract Documents upon two conditions: (a) receipt of the executed Section 00500 Agreement, Section 00610 Performance Bond and Section 00620 Payment Bond (with each Bond enclosing a separate certified copy of Power of Attorney and a separate certificate of principal) and evidence of insurance; and (b) a determination by the **Owner** that the Section 00610 Performance Bond and Section 00620 Payment Bond, required certifications and evidence of insurance received conform to the requirements of the Contract Documents and are acceptable to the **Owner**.

15.5. Each full set of the executed Contract Documents shall consist of: (a) two (2) or more volumes containing the executed Agreement (conformed Section 00500); executed Performance and Payment Bond and certifications (conformed Section 00610 and Section 00620); the **Contractor's** Bid Form and Non-Collusion Affidavit (conformed Sections 00300 and 00320); and the remainder of the Bidding Documents, including Addenda; and (b) a separate volume with Qualification Submittals submitted by the **Contractor** that the **Owner**, in its sole discretion, chooses to include as part of the Contract Documents. The **Contractor** will receive one full set of the executed Contract Documents.

15.6. Bid prices in the "Schedule of Change Order Prices" on the **Contractor's** Bid Form accepted by the **Owner** upon evaluation of the **Contractor's** Bid will be incorporated into the Contract as provided in paragraph 3.2 of Section 00500 Agreement.

15.7. The Notice to Proceed shall be authorized by the **Director-DCD** or his/her designee. Subject to the provisions of Article 13 and compliance with paragraphs 15.2 through 15.4, the Notice to Proceed shall designate a Date of Commencement of the Contract Time no later than sixty (60) Calendar Days after the date ending the Bid hold period, or thirty (30) Calendar Days after receipt by the **Owner** of the executed Section 00500 Agreement and acceptable, executed Section 00610 Performance Bond and Section 00620 Payment Bond, whichever last occurs, unless otherwise directed in writing by the **Owner**.

15.8. Within fifteen (15) Calendar Days after receiving the Notice to Proceed, the **Contractor** shall submit to the **Owner** any additional Change Order cost and pricing data requested with the Notice to Proceed. The **Contractor's** submittal shall be itemized in a breakdown acceptable to the **Owner**, and shall be certified as accurate, current, and complete by a duly authorized financial representative of the **Contractor**. The **Contractor** shall meet with the **Owner** to review the cost and pricing data submittal. The **Owner** shall incorporate into the Contract Documents any acceptable cost and pricing data by Change Authorization issued within a reasonable time after the Notice to Proceed.

ARTICLE 16 MOBILIZATION PAY ITEM

16.1. The mobilization pay item, if designated in the Specifications and/or the Bid Schedule in Section 00300 Bid Form, shall be intended to cover, at least in part, up-front costs incurred by the **Contractor** from Contract Award until sixty (60) Calendar Days after the **Contractor** starts the Work. Allowable mobilization items shall be as itemized in the Schedule of Values approved by the **Professional**, and may include costs incurred by the **Contractor** (a) in establishing temporary site offices and other facilities specified in the Specifications, (b) in obtaining permits required to commence the Work, (c) for premiums for the required Section 00610

Performance Bond and Section 00620 Payment Bond, (d) for insurance obtained by the **Contractor** to comply with the requirements of the Contract Documents, and (e) in complying with the Revision 0 Schedule and Cost Submittal requirements.

16.2. Total payments to the **Contractor** under the mobilization pay item shall not exceed four percent (4%) of the Base Bid, unless otherwise expressly provided in the Bidding Documents. If the **Contractor** incurs costs, which the **Contractor** considers within the scope of the mobilization pay item, more than the four percent (4%) limitation, those excess costs will not be reimbursed under the mobilization pay item and will be deemed to have been included in other parts of the **Contractor's** Bid.

16.3. To the extent practicable, the basis of measurement for payment shall be proof of actual payment by the **Contractor**. Where actual payment by the **Contractor** does not apply, as in the case of premiums for the Section 00610 Performance Bond, the Section 00620 Payment Bond and the insurance policies the **Contractor** is required to furnish under the provisions of Article 15, or in connection with the **Contractor** costs to comply with the Revision 0 Progress Schedule and Cost Submittal requirements of the Contract Documents, the basis of measurement for payment shall be as stipulated in the Schedule of Values approved by the **Professional**. Payments to the **Contractor** shall be based on the requirements of the Bidding Documents, subject to the following:

16.3.1. Approval by the **Professional** of the Schedule of Values (required by paragraph 12.1 of Section 00700 General Conditions) shall be a condition precedent to making any payment under the mobilization pay item. Partial payments shall be based on the breakdown itemized in the Schedule of Values and the extent of completion, as determined by the **Professional**.

16.3.2. Full payment of the amount corresponding to the Revision 0 Schedule and Cost Submittals shall be paid by with the Request for Payment following return to the **Contractor** of the Revision 0 Submittal, or Revision 0A Submittal (i.e., first resubmission), Revision 0B Submittal (i.e., second resubmission), etc. of the Progress Schedule marked "Resubmittal Not Required."

ARTICLE 17 SOIL EROSION AND SEDIMENTATION CONTROL —FINE FOR NON-COMPLIANCE

17.1. All Work within this Contract must comply with the applicable soil erosion and sedimentation control rules and regulations (Soil Erosion and Sedimentation Control – 1994 PA 451, Part 91, as amended, MCL 324.9101 et seq.) and specific provisions for same within the Contract Documents. Soil erosion and sedimentation control will be monitored and enforced by the Department of Technology, Management and Budget, **State Facilities Administration**.

17.2. Soil erosion and sedimentation control on **Department** Projects will be monitored and enforced by **State Facilities Administration** through the review of **Contractor** implementation plans and site inspections by Soil Erosion and Sedimentation Control Unit personnel and/or **State Facilities Administration** Representative.

17.2.1. In the event, the **Owner** determines through site inspections by the **State Facilities Administration** Representative or by notification by regulatory authorities that the **Contractor** has not met the soil erosion requirements of the Project and/or is in violation of the applicable soil erosion and sedimentation control statutes, the **Contractor** shall be notified in writing and stop work orders may be issued by **State Facilities Administration** in conjunction with paragraph 2.3 of Section 00700 General Conditions.

17.3. In the event, the **Owner** determines through site inspections by the **State Facilities Administration** Representative or by notification by regulatory authorities that the **Contractor** has not met the soil erosion requirements of the Project and/or is in violation of the applicable soil erosion and sedimentation control statutes, the **Contractor** shall be notified in writing and corrective actions undertaken by **State Facilities Administration** in conjunction with paragraph 9.4 of Section 00700 General Conditions.

17.4. In the event, the **Contractor** fails to respond to written notice from **State Facilities Administration** regarding noncompliance with the provisions of the Contract Documents and/or soil erosion and sedimentation control regulations applicable to this Work, **State Facilities Administration** has the right to assess a fine to the **Contractor**. Fines shall be in addition to any other remediation costs or liquidated damages applicable to the Project and may exceed the value of the Contract.

END OF SECTION 00100

ATTACHMENT A TO SECTION 00100 – BIDDER'S CHECK LIST**PROFESSIONAL** – Hobbs+Black Architects

WORK – Michigan State Police Headquarters Upgrade Elevators

FILE No. – 171/24099.TYC

BEFORE BID OPENING:

Date. – Due date for delivery to the **Professional** of written proposals seeking to have the **Professional** consent to naming additional materials or equipment by Addenda. (Reference: Section 00100, Paragraph 7.2).

Date. – Bidder inquiries received after this date will not be answered, unless answered through Addenda issued at least seventy-two (72) hours before Bid opening (Business Days only), the Bid opening is postponed by Addendum, or the Work is rebid following post-Bid Addenda. (Reference: Section 00100, paragraph 4.1).

CONTENTS SHALL BE UPLOADED AS A PDF DOCUMENT TO/THROUGH SIGMA VSS (ITEMS 1 THROUGH 5.5 BELOW):

NOTE 1: THE BIDDER SHALL USE THE BID SUMMARY, BID FORM AND BID FORM ATTACHMENTS INCLUDED WITH THE BIDDING DOCUMENTS, UNLESS REVISED BY ADDENDUM, IN WHICH CASE THE LATEST REVISION OF THE BID SUMMARY, BID FORM AND/OR BID FORM ATTACHMENTS ISSUED BY ADDENDUM SHALL BE USED.

NOTE 2: THE BIDDER IS NOT REQUIRED TO INCLUDE THE PROJECT MANUAL OR DRAWINGS IN THE PDF BID DOCUMENT PACKAGE UPLOADED TO SIGMA VSS, ONLY THE COMPLETED BID SUMMARY, BID FORM AND BID FORM ATTACHMENTS!

- 1. Completed Bid Summary provided with Section 00300 Bid Form.
- 2. Completed Section 00300 Bid Form, which requires (a) completing the acknowledgment of Addenda in paragraph 2.1, (b) filling out Article 6 Bid Schedule and, if any prices are designated, completing Article 7 Change Order Prices, and (c) completing Article 8, that is, entering the date the Bid is submitted, completing paragraphs 8.1 through 8.4, and, if the Bidder is a joint venture, paragraph 8.5, and signing, as appropriate, in the spaces provided.
- 2.1 Completed Certificate of Principal or other equivalent acceptable certificate or authorization document, which certificate shall be attached to the completed Section 00300 Bid Form.
- 3. If the Bid includes a Bid Bond, ensure that the surety is authorized to do business in the State by the Department of Licensing and Regulatory Affairs – Insurance Bureau and is listed on the current U.S. Department of the Treasury Circular 570. Also, ensure that the completed Section 00310 Bid Bond is dated, is signed by both the Bidder and surety, and attaches Power of Attorney. If the Bid includes a certified or cashier's check or money order, that check, or money order shall be delivered in original copy before the Bid Due Time to:

State Facilities Administration
Design & Construction Division
3111 W. St. Joseph Street
Lansing, Michigan 48917

All other Bid information must be submitted via SIGMA as per standard bidding procedure.

- 4. Completed Section 00320 Non-collusion Affidavit and if applicable, completed Section 00330 Asbestos Abatement Attestation.
- 5. Qualified Disabled Veterans Preference Documentation (if preference requested).
- 5.1 DD 214 – Proof of Service/Discharge.
- 5.2 Veterans Administration Rating Decision Letter – Proof of Disability, if not indicated in the DD 214.
- 5.3 Legal Proof of 51% QDV Ownership
- 5.4 Byrd Anti-Lobbying Certification (Only when Federal Provisions Addendum is included)
- 5.5 State Project Registration (SPR) for the Contractor and subcontractors (if applicable pursuant to 2023 PA 10, as amended, MCL 408.1101 et seq.)

This Bidder's Check List is provided solely to aid the Bidder in submitting a Bid. It shall not be relied on to include all items necessary to insure a complete Bid. The Bidder is solely responsible for including all items as required by the Bidding Documents, including any items required by Addenda, which may not be listed in this Bidder's Check List.

END OF ATTACHMENT A TO SECTION 00100

SECTION 00120 – SUPPLEMENTARY INSTRUCTIONS

PROFESSIONAL – Hobbs+Black Architects

WORK – Michigan State Police Headquarters Upgrade Elevators

FILE No. – 171/24099.TYC

The provisions of this Section 00120 Supplementary Instructions amend or supplement Section 00100 Instructions to Bidders and those other provisions of the Bidding Requirements that are indicated below. All other Bidding Requirements that are not so amended or supplemented remain in full force and effect.

None at the time of Issuance for Bid**END OF SECTION 00120**

SECTION 00210 INFORMATION FOR BIDDERS

PROFESSIONAL – Hobbs+Black Architects
WORK – Michigan State Police Headquarters Upgrade Elevators
FILE No. – 171/24099.TYC

1.0 RELATED PROVISIONS

1.1. Paragraphs 3.4 through 3.7 of Section 00100 Instructions to Bidders, which contain terms and conditions governing the information made available to Bidders in this Section, are made part of this Section 00210 Information for Bidders by this reference.

2.0 SUBSURFACE CONDITIONS

2.1. The reports of explorations and tests of subsurface conditions itemized immediately below have been used by the **Professional** in the preparation of the Bidding Documents.

Not Applicable

2.1.1. Information or data contained in those reports that may be properly considered Authorized Technical Data concerning subsurface conditions include (NOTE: All other information or data excluded from the list below represent Non-Technical Information or Data, interpretations, or opinions):

Not Applicable

2.2. The reports of explorations and tests of subsurface conditions itemized immediately below have not been used by the **Professional** in the preparation of the Bidding Documents. Those reports are available at the office of the **Professional** for review or purchase. Neither the **Owner** nor **Professional** warrants that this list identifies all existing relevant documents.

3.0 OTHER PHYSICAL CONDITIONS

3.1. The Drawings and technical Specifications and those drawings itemized immediately below contain information or data that have been used by the **Professional** in the preparation of the Bidding Documents, and that may be properly considered Authorized Technical Data concerning physical conditions of existing surface and subsurface facilities.

M207-General Office Building Asbestos Survey Report (1-30-09)

3.2. The reference documents itemized immediately below have not been used by the **Professional** in the preparation of the Bidding Documents and are available at the office of the **Professional** for review or purchase. Information and data contained in those reference documents, including, but not limited to dimensions, locations and conditions of existing surface and subsurface structures, roadways, piping, raceways, equipment, etc. may not accurately or reliably reflect actual conditions. Neither the **Owner** nor **Professional** warrants that this list identifies all existing relevant documents.

Not Applicable

4.0 UNDERGROUND UTILITIES

4.1. Information or data about physical conditions of existing Underground Utilities, that have been used by the **Professional** in the preparation of the Bidding Documents, is shown or indicated in the Drawings and technical Specifications and those Underground Utility drawings itemized immediately below.

Not Applicable

5.0 PERMITS, APPROVALS, LICENSES AND FEES

5.1. To the extent that the **Owner** has secured or will secure any permits, approvals and licenses and has paid or will pay any associated charges and fees, any such permits, approvals and licenses are itemized in this paragraph.

Elevator Variance Request, Approved November 26, 2025

5.2. In the event any permits, approvals and licenses itemized in paragraph 5.1 have been obtained by the **Owner** and the fees have been paid, copies of those permits, approvals, licenses, and corresponding fee receipts, will be attached by the **Professional** as a PDF copy with the SIGMA posting.

5.3. Except for any permits, approvals, licenses, and fees identified in paragraph 5.1, the **Contractor** shall be responsible for all permits, approvals, licenses, and fees applicable to Work.

6.0 SEQUENCING REQUIREMENTS

6.1. Refer to the technical Specifications, including, but not limited to the General Requirements, for information, data, and criteria on sequences of Work restraints, constructability, and maintenance of service to existing facilities, which, if provided, shall govern the selection of Work sequences.

6.2. Each Bidder shall be responsible for any conclusions or interpretations the Bidder makes related to the selection of sequences and Means and Methods, based on the technical data made available, and/or those additional investigations or studies made or obtained by that Bidder.

END OF SECTION 00210

SECTION 00300 – BID SUMMARY

**BID SUMMARY
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET**

**STATE FACILITIES ADMINISTRATION
DESIGN AND CONSTRUCTION DIVISION
3111 W. St. Joseph Street
Lansing, Michigan 48917**

Bids must be submitted electronically through the SIGMA VSS website at
<https://sigma.michigan.gov/webapp/PRDVSS2X1/AltSelfService>

FILE NUMBER 171/24099.TYC	DEPARTMENT/AGENCY Department of Technology, Management and Budget//Michigan State Police	
CONTRACT TIME(S) 470 Calendar Days	PROJECT NAME Michigan State Police Headquarters Upgrade Elevators	LOCATION 7150 Harris Drive Dimondale, Michigan 48821

BID OPENING DATE March 11, 2026 at 2:00 pm ET	FOR AN EXAMINATION OF THE SITE CONTACT: Chris Eaton, (517) 242-3172 Eatonc@michigan.gov
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SEE SECTION 00100 INSTRUCTIONS TO BIDDERS AND SECTION 00700 GENERAL CONDITIONS PROVIDED WITH THE BIDDING DOCUMENTS.
BID: WE PROPOSE TO FURNISH, PERFORM AND COMPLETE THE ENTIRE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS IN CONSIDERATION OF THE BID PRICE (S) STATED BELOW.

FIRM NAME AND COMPLETE ADDRESS	TELEPHONE NUMBER and E-MAIL ADDRESS
<input type="checkbox"/> Qualified Disabled Veteran	SIGMA VENDOR NUMBER <small>(protected information required for processing payments)</small>
BIDDER'S SIGNATURE AND TITLE	WITNESS' SIGNATURE
DATE	DATE

By signing this bid above, bidder certifies their enclosed Qualified Disabled Veteran and Michigan-Based Business Certifications.

BASE BID FROM BID SCHEDULE (Include specified Allowances):

_____ Dollars \$ _____
(use words) (in figures)

Alternate 1: (Add/Subtract) _____ Dollars \$ _____
(use words) (in figures)

Alternate 2: (Add/Subtract) _____ Dollars \$ _____
(use words) (in figures)

A PERFORMANCE BOND AND A PAYMENT BOND ARE REQUIRED FOR ALL BIDS OVER \$50,000.00. EACH BID MUST BE ACCOMPANIED BY A FIVE (5) PERCENT BID GUARANTEE. BUILDERS RISK INSURANCE IS REQUIRED TO BE PROVIDED BY THE CONTRACTOR UNLESS OTHERWISE INDICATED IN THE BID DOCUMENTS.

BIDDERS ARE ALSO CAUTIONED TO FAMILIARIZE THEMSELVES WITH ALL OF THE OTHER CONDITIONS OF THE CONTRACT.

Project Scope of Work: Renovation of four existing hydraulic passenger elevators and one service elevator. Removal and replacement of existing elevator machinery, and controls (including access controls). Existing elevator cab finishes are to remain except as indicated. This work includes electrical work and ties into the existing building fire alarm system. The work on the elevators will be phased to maintain elevator operations in the building.

The Bidder must figure its Base Bid on the specified, or Addendum-approved, materials and equipment **only**. No "or equal" or substitution proposals will be permitted after Bid opening, except as provided in the General Conditions.

Addenda: Bidder acknowledges receipt of Addenda: No. ___ dated: _____, No. ___ dated: _____ No. ___ dated: _____

SECTION 00300 BID FORM**PROFESSIONAL** – Hobbs+Black Architects

WORK – Michigan State Police Headquarters Upgrade Elevators

FILE No. – 171/24099.TYC

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ARTICLE 1 THIS BID IS SUBMITTED TO THE STATE OF MICHIGAN ("the Owner").

1.1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the **Owner** on the form in Section 00500 Agreement and to furnish and perform the Work as specified or indicated in the Bidding Documents for the Bid prices in the "Bid Schedule" on this Section 00300 Bid Form, within the Contract Times specified in Section 00500 Agreement, and in accordance with all other provisions and terms and conditions of the Bidding Documents, including, without limitation, those dealing with the disposition of the Bid Security.

1.2. The undersigned Bidder agrees to hold this Bid open for acceptance by the **Owner** for the period specified in Article 9 of Section 00030 Advertisement.

STATE OF MICHIGAN MODEL

Developed from FORMSPEC™ Michigan Model

1.3. The Bidder will provide a signed original of Section 00500 Agreement, the executed Section 00610 Performance Bond, the executed Section 00620 Payment Bond, and appropriate evidence of insurance within the times and in the manner specified in the Bidding Documents.

ARTICLE 2 THE BIDDER'S REPRESENTATIONS

2.1. The Bidder has examined the Bidding Documents, including the Addenda acknowledged in the table below. The Bidder has verified that the Addenda acknowledged below include all issued Addenda. Except for Addenda, which solely revise the date of Bid, opening, failure by the Bidder to acknowledge receipt of all Addenda correctly, by either failing to complete or incorrectly completing the table below, shall justify the Owner's refusal to read the Bid and automatically disqualify the Bidder from any consideration for award of the Contract.

No. ___ Dated _____ No. ___ Dated _____ No. ___ Dated _____
No. ___ Dated _____ No. ___ Dated _____ No. ___ Dated _____
No. ___ Dated _____ No. ___ Dated _____ No. ___ Dated _____

2.2. The Bidder has taken those steps that are reasonably necessary to (a) ascertain and become familiar with the Work, site, and locality; (b) account for all applicable federal, state, and other local Laws and all general, local, and prevailing conditions that may in any manner affect cost, schedule, progress, performance or furnishing of the Work; and (c) study and account for the terms and conditions of the Bidding Documents. The Bidder has carefully correlated the Bidder's observations with the Bidding Documents.

2.3. The Bidder has studied carefully all reports concerning subsurface conditions and drawings of physical conditions of existing surface and subsurface facilities that have been used by the **Professional** and all documents of physical conditions of existing Underground Utilities facilities that have been used by the **Professional** – in both cases as identified in Section 00210 Information for bidders. The Bidder assumes responsibility for carefully and accurately locating existing Underground Utilities in a manner consistent with paragraph 10.3 of Section 00700 General Conditions and as required by 2013 PA 174, as amended, MCL 460.721 et seq. The Bidder accepts the determinations set forth in the Bidding Documents as to the extent of such Authorized Technical Data and Underground Utilities information and data contained in those reports, drawings, documents, or the Bidding Documents, as applicable, upon which the Bidder may rely.

2.4. To the extent Additional Technical Data has been considered by the Bidder as necessary for determining the Bid in Article 6 Bid Schedule, and the **Owner**, upon request, did not have the necessary Additional Technical Data, the Bidder assumes responsibility for having undertaken or undertaking reasonable examinations of the site and any other pertinent available information and data. The Bidder agrees to perform and furnish the Work affected by the conditions involved, at no increase in Contract Price and Contract Time, to the extent the information and data necessary for determining the Bid could have been discovered through reasonable examinations of the site and any other pertinent information and data available (including, but not limited to the information and data designated in Section 00210 Information for Bidders).

2.5. The Bidder has carefully correlated the results of its observations, examinations, and studies of those reports of explorations and all that information and data in studies, drawings, and specifications, referred to in paragraphs 2.3 and 2.4, with the terms and conditions of the Bidding Documents.

2.6. The Bidder has examined all information and data shown or indicated in the Bidding Documents concerning other work, including, but not limited to provisions in Section 00700 General Conditions. The Bidder assumes responsibility for all reasonably foreseeable terms, conditions and consequences resulting from other work that may in any manner affect cost, schedule, progress, performance or furnishing of the Work.

2.7. The Bidder has carefully examined the terms and conditions of the Bidding Documents concerning Delay, Activity Float times and early completion. The Bidder agrees that increases in Contract Price and/or Contract Time for Delay shall be as provided in Section 00700 General Conditions. The Bidder has correlated those terms and conditions with the Bidder's schedule for the Work and its Base Bid and Alternates.

2.8. The Bidder represents that each unit price covering Specified or Contingent Unit Price Work, whether bid on Article 6 – Bid Schedule or on Article 7 – Schedule of Change Order Prices, includes sufficient amounts to cover (a) all labor costs, Subcontractor costs, material and equipment costs, construction equipment costs and general conditions costs, and (b) all administrative costs and home office overhead), and (c) profit. The **Owner** reserves the right to reject any unit prices bid on paragraph 6.2 Schedule of Alternates or in Article 7 Schedule of Change Order Prices, which, in the **Owner's** sole discretion, are not in the **Owner's** best interest.

2.9. The Bidder has given the **Professional** written notice of all conflicts, ambiguities, errors, or omissions the Bidder has discovered in the Bidding Documents, and the written resolution given by the **Professional** is acceptable to the Bidder.

2.10. This Bid is genuine, is not made in the interest of or on behalf of any undisclosed person and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation. To induce the **Owner** into consideration of this Bid, the Bidder reiterates and makes each of the representations made by the Bidder in Section 00320 Non-collusion Affidavit attached to this Section 00300 Bid Form.

2.11. The Bidder is aware of the **Owner's** requirements for business owned by minorities, women, and persons with physical or mental disabilities, and assumes responsibility for all conditions and consequences that may result from meeting those requirements and that may in any manner affect cost, schedule, progress, performance and furnishing of the Work.

2.12. The Bidder has read and studied each provision of the Bidding Documents. The Bidder has no expectations different from the terms and conditions of the Bidding Documents.

2.13. The Bidder is aware of the **Owner's** requirements for asbestos abatement projects pursuant to PA 59 of 2024, MCL 338.3371 et seq. and the APPENDIX II – ASBESTOS ABATEMENT PROJECT PROCEDURES as part of and in conjunction with all other contract requirements and assumes responsibility for all conditions and consequences that may result from meeting those requirements and that may in any manner affect cost, schedule, progress, performance and furnishing of the Work.

ARTICLE 3 TIME OF COMPLETION

3.1. The Contract Times are specified in paragraph 4.1 of Section 00500 Agreement. The Bidder has carefully correlated the provisions in paragraph 4.1 of Section 00500 Agreement with the other terms and conditions of the Bidding Documents and unequivocally accepts the Contract Times for the Work, and any other designated parts of the Work, as specified.

3.2. The Bidder unequivocally accepts the liquidated damage provisions specified in paragraph 4.2 of Section 00500 Agreement in the event of any failure, neglect, or refusal to complete the Work, or designated part of the Work, within the corresponding Contract Times specified in paragraph 4.1 of Section 00500 Agreement.

ARTICLE 4 ATTACHMENTS INCLUDED WITH THIS BID

4.1. Attachments to this Section 00300 Bid Form and made a condition of this Bid are:

4.1.1. Evidence of Authority to Sign the Bid.

4.1.2. Section 00310 Bid Bond, with the attached certified copy of Power of Attorney, or
Alternate Bid Security.

4.1.3. Section 00320 Non-collusion Affidavit, and if applicable, Section 00330 Asbestos Abatement Attestation.

TO BE PROVIDED POST BID WITH SECTION 00400 SUBMITTALS:

4.1.5 Current EMR Rating

4.1.6 Identification of the proposed project superintendent with a resume or list of similar projects handled by that individual.

4.1.7 A list of at least three (3) projects completed within the last three (3) years of similar size and complexity, with contact information for references for each.

4.2. Bidder-provided documents, made a condition of this Bid, are as required in the following Section(s) of the Bidding Documents:

ARTICLE 5 DEFINED TERMS

5.1. Section 00020 Glossary assigns specific intent and meanings to capitalized terms and to other defined terms used in (a) this Section 00300 Bid Form, (b) Section 00310 Bid Bond and Section 00320 Non-collusion Affidavit, and (c) Section 00410 Bid Breakdown, Section 00420 Questionnaire, Section 00430 List of Subcontractors and Section 00440 Schedule of Materials and Equipment.

ARTICLE 8 BID SUBMITTED ON the 11th day of March, 2026.

8.1. Bid Security is in the form of a Bid Bond _____ Bid Bond form provided in Section 00310 has been duly executed _____; or
A Certified or Cashier's check ___ or Money Order ___ if a check or money order is provided as Bid Security, the original check/money order must be delivered before Bid Due Time to the issuing office as per Section 00100 paragraph 5.2 and Section 00110 item 3.

8.2. If the Bidder is an Individual:

Name of Individual: _____
Name & Title of Person Authorized to sign: _____
Signature: _____ (If not the Individual, Attach Power of Attorney) Date _____
Doing Business as: _____
Business Address: _____
SIGMA VENDOR NUMBER _____
County of registration _____
Telephone: _____ FAX: _____

8.3. If the Bidder is a Partnership:

By: _____ (True Name of the Partnership)
Partner Authorized to Sign _____ Date _____
Signature: _____ (Attach evidence of Authority to sign) Date _____
Business Address: _____
SIGMA VENDOR NUMBER _____
County of registration _____
Telephone: _____ FAX _____

8.4. If the Bidder is a Corporation:

By: _____ (Legal Corporation Name)
Name & Title of Authorized Officer: _____
Signature: _____ (Attach evidence of Authority to sign) Date _____
Name & Title of Officer Attesting: _____
Signature: _____ Date _____
Business Address: _____
SIGMA VENDOR NUMBER _____
Telephone: _____ FAX _____
(State of Incorporation): _____

SECTION 00310 BID BOND

FILE No. 171/24099.TYC SURETY COMPANY REFERENCE No. _____

KNOW ALL PERSONS BY THESE PRESENTS: That we, "the Bidder," _____, a corporation _____, individual _____, partnership _____, joint venture _____, of the State of _____, qualified to do business in the State of Michigan, as Principal, and "the Surety," _____, of the State of _____, as surety, are hereby held and firmly bound unto the State of Michigan, "the Owner," as Obligee, in the amount of _____ Dollars (\$ _____), and if no amount is entered, in the amount of five percent (5%) of the Bidder's Base Bid designated in paragraph 6.1 Base Bid Schedule in Section 00300 Bid Form, for the payment of which the Bidder and the Surety hereby bind ourselves, our respective heirs, successors, legal representatives and assigns, jointly and severally, firmly by these presents in accordance with Michigan Law.

WHEREAS, the Bidder has submitted to the Owner a Bid, to which this Bond is attached, to enter into the Contract with the Owner for _____ covered by Bidding Documents prepared by the Professional, which Bidding Documents are incorporated into this Bid Bond by this reference:

NOW, THEREFORE: THE CONDITION OF THIS OBLIGATION IS THAT, if the Bidder faithfully performs and fulfills all the understandings, covenants, terms and conditions of the Bidding Documents governing the bidding and award of the Contract (including Addenda issued before Bid opening and any post-Bid Addenda) within the time specified or any extension thereof, with or without notice to the Surety or fails to do so but pays to the Owner the full amount of the sum set forth in this Section 00310 Bid Bond as liquidated damages - then THIS OBLIGATION SHALL BE NULL AND VOID, OTHERWISE THIS OBLIGATION SHALL REMAIN IN FULL FORCE AND EFFECT.

A. If the Owner makes demand on the Surety to perform in accordance with the Surety's obligations under this Section 00310 Bid Bond, the full amount of the sum set forth in this Section 00310 Bid Bond shall be immediately due and payable to the Owner, and the Surety shall pay that sum without delay. Additionally, the Surety shall reimburse the Owner all costs of collection, which shall include, but not be limited to reasonable fees and charges of architects, engineers, attorneys and others, court or hearing costs incurred with or without suit, and interest.

B. The Surety, for value received, stipulates, and agrees that the obligations of the Surety and this Section 00310 Bid Bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept the Bid, and the Surety does, by this agreement, waive notice of any such extension.

C. It is the intention of the Bidder, Surety and Owner that the Surety shall be bound by all terms and conditions of the Bidding Documents and this Section 00310 Bid Bond. However, if any provision(s) of this Section 00310 Bid Bond is/are illegal, invalid, or unenforceable, all other provisions of this Section 00310 Bid Bond shall nevertheless remain in full force and effect, and the Owner shall be protected to the full extent provided by Michigan Law.

IMPORTANT: The Surety shall be authorized to do business in the State by the Department of Consumer and Industry Services – Insurance Bureau and listed on the current U.S. Department of the Treasury Circular 570 and shall be otherwise acceptable to the Owner.

Address and Telephone of Surety

Address and Telephone of Agent

Signed and sealed this _____ day of _____, 20____ (NOTE: Use the date entered on Article 8 of Section 00300 Bid Form).

THE BIDDER: (Print Full Name and Sign)

THE SURETY: (Print Full Name and Sign)

By: _____

By Agent: _____

Name & Title: _____

By Attorney-in-Fact: _____

(Attach Certified Copy of Power of Attorney)

Signature: _____

Signature: _____

WITNESS: _____

WITNESS: _____

Telephone No. _____

Telephone No. _____

Email: _____

END OF SECTION 00310

SECTION 00320 NONCOLLUSION AFFIDAVIT

PROFESSIONAL – Hobbs+Black Architects

WORK – Michigan State Police Headquarters Upgrade Elevators

FILE No. - 171/24099.TYC

Affiant, _____, being first duly sworn, deposes and says that:

- (1) Affiant is (enter title) _____ of _____, "the Bidder." Affiant has personal knowledge of the matters set forth in this Affidavit and is competent to testify about them.
- (2) The Bidder has submitted to the **Owner** a "Bid" to enter into the above referenced Contract, also referred to in this Affidavit as "the Work."
- (3) This Section 00320 Non-collusion Affidavit is executed by Affiant for inclusion with the submission to the **Owner** of the Bid and may be relied upon by the **Owner** in considering the Bid.
- (4) Affiant is fully informed about the preparation and contents of the Bid and of all pertinent circumstances surrounding the Bid, has not entered into any contract, combination, conspiracy, or other act prohibited by federal, State or any other local Law. The Bid is genuine and is not a collusive or sham Bid.
- (5) Neither the Bidder nor any of the Bidder's owners, officers, partners, directors, agents, representatives, employees or parties in interest, including this Affiant, have in any way entered or proposed to enter into any combination to prevent the making of any Bid, or to fix any prices (including overhead, profit or other costs) for the Bid; or have made any agreement, or given or promised any consideration to induce any other person not to Bid for the Work, or to Bid at a specified price; or have secured, proposed or intended to secure through any agreement an unlawful advantage against the **Owner** or any other person interested in the Work.
- (6) No officer or employee of the State of Michigan is personally or financially interested, directly or indirectly, in the Bid, or any Contract which may be under it, or in the purchase or sale of any materials, equipment or supplies for the Work to which it relates, or any portion of any expected profits thereto.
- (7) The Bid is not intended to secure an unfair advantage or benefit from the **Owner** or in favor of any person interested in the proposed Contract.
- (8) The prices bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of the Bidder's owners, officers, partners, directors, agents, representatives, employees or parties in interest, including this Affiant; and neither the Bidder nor any of its owners, officers, partners, directors, agents, representatives, employees or parties in interest, including this Affiant, have divulged any information regarding the Bid or any data about the Bid to any other person.

By: _____ Title: _____

SIGMA VENDOR NUMBER _____ Telephone No. _____

VERIFICATION

STATE OF _____)
COUNTY OF _____)

Before me, a Notary Public commissioned, qualified and acting, personally appeared (enter name of the person signing this Affidavit) _____ to me well known to be the person described in and who signed this Section 00320 Non-collusion Affidavit, who being by me first duly sworn upon oath, says that he/she is the Attorney-in-Fact for (enter Bidder's name) _____, that he/she has been authorized by (enter name of individual, partnership name, or the authorized governing body of the Bidder) _____ to execute this Section 00320 Non-collusion Affidavit on behalf of the named Bidder in favor of the STATE OF MICHIGAN, for the uses and purposes mentioned.

Subscribed and sworn to before me this ____ day of _____, 20 ____.

Notary Public, State of _____
My Commission expires: _____, 20 ____

END OF SECTION 00320

SECTION 00330 ASBESTOS ABATEMENT ATTESTATION**PROFESSIONAL** – Hobbs+Black Architects

WORK – Michigan State Police Headquarters Upgrade Elevators

FILE No. - 171/24099.TYC

ASBESTOS ABATEMENT ATTESTATION**SUBMISSION REQUIRED WITH ALL BIDS**

Pursuant to the Public Entity Asbestos Removal Verification Act, PA 59 of 2024, MCL 338.3371 et seq. ("the Act"), the Owner will conduct the background investigation as required of any asbestos abatement contractor, or a general contractor that contracts with an asbestos abatement contractor, for the abatement of asbestos. Under the Act, an "Asbestos abatement contractor" means a business entity that is licensed under the asbestos abatement contractors licensing act, 1986 PA 135, MCL 338.3101 to 338.3319, and that carries on the business of asbestos abatement on the premises of another business entity and not on the asbestos abatement contractor's premises. Asbestos abatement contractor includes an individual or person with an ownership interest in a business entity described in MCL 338.3373(b).

(INSTRUCTIONS: Professional to select one of these two statements, then *delete* the not selected statement and instructions.)

THE SCOPE OF WORK TO BE COVERED UNDER THIS CONTRACT CONTAINS ASBESTOS ABATEMENT AND THIS ATTESTATION MUST BE COMPLETED.

THE SCOPE OF WORK TO BE COVERED UNDER THIS CONTRACT DOES NOT CONTAINS ASBESTOS ABATEMENT AND THIS ATTESTATION IS TO BE LEFT BANK.

Contractor attests that: (check one:)

1. The Contractor will self-perform all asbestos abatement project work and attests that Contractor has not been issued 5 or more notices of violation of environmental regulations (State and/or Federal), nor has been subject to an administrative consent order or a consent judgment involving environmental regulations.
2. The Contractor will self-perform all asbestos abatement project work; however, Contractor has been issued 5 or more notices of violation of environmental regulations (State and/or Federal), or has been subject to an administrative consent order or a consent judgment involving environmental regulations, requiring Owner to conduct a background investigation and a public hearing pursuant to PA 59 of 2024, MCL 338.3371 et seq.
3. The Contractor nominates the following Sub-contractor for all asbestos abatement project work and attests that the nominated Sub-contractor has not been issued 5 or more notices of violation of environmental regulations (State and/or Federal), nor has been subject to an administrative consent order or a consent judgment involving environmental regulations:

Nominated Sub-contractor: _____

4. The Contractor nominates the following Sub-contractor for all asbestos abatement project work; however, the nominated Sub-contractor has been issued 5 or more notices of violation of environmental regulations (State and/or Federal), or has been subject to an administrative consent order or a consent judgment involving environmental regulations, requiring Owner to conduct a background investigation and a public hearing pursuant to PA 59 of 2024, MCL 338.3371 et seq.

Nominated Sub-contractor: _____

END OF SECTION 00330

SECTION 00410 BID BREAKDOWN

PROFESSIONAL – Hobbs+Black Architects

WORK – Michigan State Police Headquarters Upgrade Elevators

FILE No. - 171/24099.TYC

1.0 BID BREAKDOWN: The Apparent Low Bidder shall itemize below a cost breakdown of the Apparent Low Bidder's Bid. The Bid Breakdown shall be organized into separable parts of the Work so that one hundred percent (100%) of the Base Bid plus all Alternates is accounted for. Portions of the Work for which costs are itemized shall include Work to be furnished and performed directly by the Apparent Low Bidder and its Subcontractors and Suppliers, as applicable. Each separable part of the Work identified in this Bid Breakdown shall have a value not exceeding _____ percent (____%) of the Apparent Low Bidder's Base Bid, except parts of the Work designating furnished materials or equipment, which may be itemized as quoted.

2.0 DISCREPANCIES: Discrepancies in this Section 00410 Bid Breakdown shall be resolved in accordance with Article 14 of the Instructions to Bidders. Any discrepancies between the Apparent Low Bidder's Bid Breakdown and Article 6 "Bid Schedule" on the Apparent Low Bidder's Section 00300 Bid Form with respect to a given lump sum item, unit price item or "One Each" item, or any sum of any of them, will be resolved so that the corresponding amount(s) on the Apparent Low Bidder's Section 00300 Bid Form will be binding on the Apparent Low Bidder.

END OF SECTION 00410

PROFESSIONAL – Hobbs+Black Architects

WORK – Michigan State Police Headquarters Upgrade Elevators

FILE No. - 171/24099.TYC

ARTICLE 1 ORGANIZATION

1.1. Date of organization (or incorporation) _____ State of incorporation _____ (IRS) EIN _____

1.2. Title and name of Principals (President, Vice-Presidents, Secretary and Treasurer, if a corporation; partners, if a partnership)

1.3. Is your organization's principal place of business maintained in the State of Michigan? ____ If your organization maintains its principal place of business outside the State, attach a copy of the Certificate of Authority which your organization procured in accordance with MCL 450.2011.

1.4. If your organization, any business entity related to or affiliated with your organization, or any present or former executive employee, officer, director, shareholder (owning twenty percent (20%) or more of the outstanding shares), partner, or owner of your organization or of any such related or affiliated entity has ever been convicted of a felony, or has felony charges pending, in any state within the last three (3) years from the date of Bid opening, furnish with this Bidder's Questionnaire all material facts relating to any such felony conviction or such pending felony charges.

ARTICLE 2 SPECIALTY CONTRACTOR LICENSES

2.1. Does your organization hold valid licenses covering specialty classifications of Work that your organization itself intends to perform and for which a specific specialty license is required by any Political Subdivision with jurisdiction over the Work _____? If so, attach a list with all licenses by number and classification; state the name of the organization holding the license, the renewal date of each license, whether each license is active, and attach a copy of each license.

ARTICLE 3 EXPERIENCE

3.1. What is the general character of the work performed by your organization? _____ How many years of experience in construction work similar in character and scope to the Work under the Bidding Documents has your organization had: (a) as a General Contractor? _____; (b) as a Subcontractor? _____.

3.2. Attach a list of all public contracts or subcontracts under public contracts that your organization has performed within the last five (5) years which are similar in character and scope to the Work under the Bidding Documents (using the forms in the "References Attachment" provided with this Questionnaire). If the contract or subcontract referenced is not substantially completed, furnish the percent complete for that contract or subcontract.

3.3. Within the last five (5) years, has your organization been in litigation with The State of Michigan or failed to complete a contract or subcontract awarded to it? ____ If so, attach a list for each contract or subcontract, state when, where and why.

3.4. Within the last five (5) years, has any officer, partner or executive employee of your organization been an officer, partner or employee of another organization that was involved in a litigation with The State of Michigan? or failed to complete a contract or subcontract? _____. If so, for each contract or subcontract, state the name of each officer, partner or employee and the name of the organization and owner(s), and the explanation of litigation or reasons why the contract or subcontract was not completed.

3.5 Identify your organizations Experience Modification Rating (EMR) _____. Attach a letter of explanation if your organization does not have an EMR.

3.6 Provide the name and attach a brief resume and list of similar success projects for your proposed Project Superintendent.

ARTICLE 4 ADDITIONAL QUALIFICATIONS

4.1. **(Nominated Subcontractor only)** Will you subcontract any part of the Work covered by the intended Sub agreement? _____. If so, which parts of the Work covered by the intended Sub agreement do you intend to subcontract to a lower tier Subcontractor?

4.2. State the name, address, and telephone number of a representative of your organization who personally visited and inspected the site: _____.

Also, describe, in an attachment to this Section 00420 Questionnaire, subsurface and physical conditions at or contiguous to the site that your representative investigated and how they were accounted for in the preparation of your organization's Bid.

4.3. Attach a list of construction equipment and machinery your organization intends to use in the execution of the Work, as estimated in the preparation of your organization's Bid.

4.4. Does your organization rent or lease equipment or facilities from other affiliate organizations? _____. If so, state the name of the affiliate organization(s) _____.

4.5. **(Apparent Low Bidder only)** Bank line of credit available? \$ _____.

4.6. **(Apparent Low Bidder only)** Will your organization, i.e., the Bidder named in the Authorized Signature Article on Section 00300 Bid Form, be the only named Principal in Section 00610 Performance Bond and Section 00620 Payment Bond? _____. If not, please identify the organization who will be named as Principal or Co-Principal on Section 00610 Performance Bond and Section 00620 Payment Bond _____. Also, state how such organization relates to the Bidder _____ (NOTE: If another organization is identified, the Apparent Low Bidder shall submit to the Owner a separate Section 00420 Questionnaire filled out by that organization as part of the Qualification Submittals required under Article 2 of Section 00100 Instructions to Bidders).

ARTICLE 5 REFERENCES

5.1. Trade references (Minimum of three (3)):

5.2. Bank references:

5.3. Insurance:

The undersigned Apparent Low Bidder _____ or nominated Subcontractor _____ certifies that all statements and answers made to the interrogatories in this Section 00420 Questionnaire are current, accurate and complete as of the date stated below. (Note: Attachments shall be fastened at the end of this Section).

Signed by: _____ Name _____ Title _____

on this _____ day of _____, 20_____.

END OF SECTION 00420

REFERENCES ATTACHMENT

PROFESSIONAL – Hobbs+Black Architects

WORK – Michigan State Police Headquarters Upgrade Elevators

FILE No. - 171/24099.TYC

REFERENCE #

Public Owner: _____

Project/Contract Name: _____

Location of Project/Contract: _____

Contract Price: _____ Project/Contract Started: _____ Completed: _____

Owner's Representative (Name and Telephone): _____

Apparent Low Bidder's ____ or Nominated Subcontractor's ____

Representative Name and Telephone _____

Scope of Project/Contract: _____

REFERENCE #

Public Owner: _____

Project/Contract Name: _____

Location of Project/Contract: _____

Contract Price: _____ Project/Contract Started: _____ Completed: _____

Owner's Representative (Name and Telephone): _____

Apparent Low Bidder's ____ or Nominated Subcontractor's ____

Representative Name and Telephone _____

Scope of Project/Contract: _____

REFERENCES ATTACHMENT**PROFESSIONAL** – Hobbs+Black Architects

WORK – Michigan State Police Headquarters Upgrade Elevators

FILE No. - 171/24099.TYC

REFERENCE #

Public Owner: _____

Project/Contract Name: _____

Location of Project/Contract: _____

Contract Price: _____ Project/Contract Started: _____ Completed: _____

Owner's Representative (Name and Telephone): _____

Apparent Low Bidder's ____ or Nominated Subcontractor's ____

Representative Name and Telephone _____

Scope of Project/Contract: _____

REFERENCE #

Public Owner: _____

Project/Contract Name: _____

Location of Project/Contract: _____

Contract Price: _____ Project/Contract Started: _____ Completed: _____

Owner's Representative (Name and Telephone): _____

Apparent Low Bidder's ____ or Nominated Subcontractor's ____

Representative Name and Telephone _____

Scope of Project/Contract: _____

SECTION 00430 LIST OF SUBCONTRACTORS

PROFESSIONAL – Hobbs+Black Architects

WORK – Michigan State Police Headquarters Upgrade Elevators

FILE No. - 171/24099.TYC

1. To enable the **Owner** and **Professional** to evaluate the Apparent Low Bidder's qualifications to perform the Work, for each Division of the Specifications, Section of the Specifications and/or trade itemized in this Section 00430 List of Subcontractors, the Apparent Low Bidder shall nominate the Subcontractor(s) to be awarded a Sub agreement(s). The Apparent Low Bidder will ensure that all Subcontractors have a current State Project Registration in compliance with PA10 of 2023, as amended in PA110 of 2024. To the extent a contractors' licensing is required for any such classification of Work, the Apparent Low Bidder shall provide the nominated Subcontractor's license number(s). If the Apparent Low Bidder intends to self-perform any of the listed classifications of Work, the Apparent Low Bidder shall nominate itself in the spaces provided for that purpose and shall furnish the corresponding Apparent Low Bidder's license number(s). For each nominated Subcontractor, the Apparent Low Bidder shall enter, if applicable, whether the Subcontractor is a minority, woman or handicapped owned business in the spaces provided for that purpose. The Apparent Low Bidder also shall furnish the amount of the Sub agreement that the Apparent Low Bidder, directly or through another higher tier Subcontractor, anticipates awarding to each nominated Subcontractor.

2. Should the Apparent Low Bidder fail to nominate Subcontractors, as required, or provide duplicate nominees for any Division, Specification, or trade, or fail to enter the required licensing information, the Apparent Low Bidder shall clarify the omission or ambiguity within two (2) Business Days of the **Owner** or **Professional's** request. Failure by the Apparent Low Bidder to comply with this Subcontractor nominating requirement may render the Bid as not conforming in all material respects with the requirements of the Bidding Documents.

3. Pursuant to the Bidding Documents, the Apparent Low Bidder shall not remove, replace, or add a nominated Subcontractor except as provided in paragraph 8.3 of Section 00100 Instructions to Bidders and/or in paragraph 5.1 of Section 00700 General Conditions. Since the requirement to nominate Subcontractors for the *listed* Divisions, Specification Sections and/or trades survives the award of the Contract, any Subcontractor nominated for any *listed* Division, Specification Section and/or trade *for the first time* after Contract Award and who is objected to by the **Owner**, for good cause, shall be replaced at no increase in Contract Price and/or Contract Time.

4. The requirement to make a definite nomination of Subcontractors or to state that the Apparent Low Bidder intends to self-perform that classification, and to clarify any omissions or ambiguities in this Section 00430 List of Subcontractors, applies to the Apparent Low Bidder and any other Bidder remaining or wishing to remain in contention for the award.

5. This listing requirement is not intended to create any express or implied duty or obligation to the Apparent Low Bidder or the nominated Subcontractors by the **Owner** or **Professional**.

(THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY)

Division, Specification Section and/or Trade	Nominated Subcontractor(s)	License Number(s) Classification	Amount of Subcontract
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____
6. _____	_____	_____	_____
7. _____	_____	_____	_____
8. _____	_____	_____	_____
9. _____	_____	_____	_____
10. _____	_____	_____	_____
11. _____	_____	_____	_____
12. _____	_____	_____	_____
13. _____	_____	_____	_____
14. _____	_____	_____	_____

The undersigned Apparent Low Bidder _____ certifies that all the information and data furnished in this Section 00430 List of Subcontractors are current, accurate and complete as of the date stated below.

Signed by: _____ Name _____ Title _____

on this _____ day of _____, 20_____.

END OF SECTION 00430

PROFESSIONAL – Hobbs+Black Architects
WORK – Michigan State Police Headquarters Upgrade Elevators
FILE No. - 171/24099.TYC

ARTICLE 1 BID MATERIALS AND EQUIPMENT – LISTED (NAMED OR SPECIFIED) ITEMS

1.1. The Apparent Low Bidder has examined the requirements of paragraphs 7.4 and 7.5 of Section 00100 Instructions to Bidders, and by submitting a Bid, commits to bid only a *listed* named or specified materials and equipment for those Specifications *listed* in Schedule 1.6. To the extent that any such *listed* Specification states that an "or equal" or a substitute may be furnished, if acceptable to the **Professional**, application for any such acceptance will not be considered by the **Professional** until after Contract Award. Any such application shall comply with the terms and conditions of Article 2 in this Section and paragraph 5.2 of Section 00700 General Conditions.

1.2. For those Sections of the Specifications *listed* in paragraph 1.6, the Contract will be awarded on the basis that only one of the *listed* materials or equipment will be furnished. Therefore, to be considered responsible, the Apparent Low Bidder shall nominate, by circling the letters "A," "B," "C," etc. corresponding to each *listed* manufacturer/Supplier, the Bidder's chosen manufacturers/Suppliers for the corresponding products named or specified in the Specifications and Drawings (including all Addenda).

1.3. If the Apparent Low Bidder fails to circle a manufacturer/Supplier for a *listed* material or equipment, or circles more than one letter for a *listed* material or equipment, the Apparent Low Bidder hereby agrees to correct the omission or ambiguity within two (2) Business Days after submittal of this Section 00440 Schedule of Materials and Equipment. The requirement to make a definite selection and to correct any omissions or ambiguities in Schedule 1.6 applies to the Apparent Low Bidder and any other Bidder remaining or wishing to remain under consideration for the award.

1.4. The Apparent Low Bidder's attention is directed to paragraph 7.3 of Section 00100 Instruction to Bidders, which holds the Apparent Low Bidder responsible, if awarded the Contract, for certain costs and time impacts, provided the Apparent Low Bidder, in the preparation of its Bid, knew or had reason to know, that any *listed* material or equipment bid by the Bidder requires changes in the Work and failed to provide advanced written notice to that effect to the **Professional**.

1.5. The Apparent Low Bidder shall insert the provisions of this Section in all Sub agreements with Subcontractors and Suppliers furnishing the materials or equipment *listed* in Schedule 1.6, altering the respective paragraphs only as appropriate to properly identify the contracting parties. Each such Sub agreement shall expressly bind the respective Subcontractor or Supplier to the conditions of paragraph 1.4, the other provisions of Section 00440 Schedule of Materials And Equipment and paragraph 5.2 of Section 00700 General Conditions.

1.6. Schedule of Bid Materials and Equipment

ITEMS NAMED OR SPECIFIED (ENTERED BY THE PROFESSIONAL)		CONTRACTOR TO NOMINATE (CIRCLE) ITS CHOSEN NAMED OR SPECIFIED MANUFACTURERS AND SUPPLIERS
ITEM OF MATERIAL OR EQUIPMENT	SPECIFICATION SECTION	
ITEM 1 -		A. B. C. D.
ITEM 2 -		A. B. C. D.
ITEM 3 –		
ITEM 4 -		

1.7 Use of "Or Equal" or Substitute Materials or Equipment After Contract Award

1.7.1. Paragraph 5.2 of Section 00700 General Conditions provides for the consideration (after the date of Contract Award) and possible acceptance by the **Professional** of "or equal" or substitute materials or equipment (unless any material or equipment named is followed by words establishing that no "or equal" or substitution is permitted). If sufficient information is submitted to allow the **Professional** to determine in a timely manner that the material or equipment proposed is equivalent or equal to that named or described in the Drawings or specified in the Specifications, then the **Professional** will consider the proposed "or equal" or substitute material or equipment.

1.7.2. The Apparent Low Bidder assumes responsibility for the cost and time required to make any proposed "or equal" or substitute material or equipment approved by the **Professional** conform to the requirements of the Contract Documents. In addition, if any such "or equal" or substitute material or equipment requires any changes in the drawings, or in any testing requirements, or in any Means and Methods indicated in or required by the Contract Documents, or in work performed by the **Owner** or others, or requires any other changes in the Work whatsoever, the Apparent Low Bidder shall assume full responsibility for the cost and the time required to carry out such changes in the Work or the work of others. Pursuant to this provision, the Apparent Low Bidder shall bear an appropriate portion of the Delay and costs resulting from the events contemplated in this paragraph.

1.7.3. Paragraph 5.2 of Section 00700 General Conditions provides for reimbursement by the **Contractor** to the **Owner** for any additional expenses incurred by the **Professional** directly attributable to the evaluation of any proposed substitute material or equipment and any proposed "or equal" material or equipment for materials and equipment *listed* in Schedule 1.6.

1.7.4. The Apparent Low Bidder shall insert the provisions of this Article 1 of Section 00440 Schedule of Materials and Equipment in all Sub agreements with Subcontractors and Suppliers furnishing any materials or equipment, altering the respective paragraphs only as appropriate to properly identify the contracting parties. Each such Sub agreement shall expressly bind the respective Subcontractor or Supplier to the conditions of paragraph 1.7.2, the other provisions of this Section 00440 Schedule of Materials And Equipment and paragraph 5.2 of Section 00700 General Conditions.

ARTICLE 2 BID MATERIALS AND EQUIPMENT – OPEN SPECIFICATIONS

2.1. For those Specifications *not listed* in Schedule 1.6, the Apparent Low Bidder, if and when awarded the Contract, shall disclose to the **Owner** and **Professional** (when submitting the Schedule of Values required by paragraph 12.1.1 of Section 00700 General Conditions) the Bidder's chosen manufacturers/Suppliers for the corresponding materials and equipment specified in the Specifications and Drawings (including all Addenda).

2.2. The Apparent Low Bidder has examined the requirements of paragraphs 7.2 and 7.3 of the Instructions to Bidders and commits to furnish materials and equipment meeting the requirements of the Specifications. If any such Bidder-selected material or equipment represents an "or equal" or a substitute material or equipment, no such material or equipment shall be used or furnished in the execution of the Work unless previously approved by the **Professional** as an acceptable "or equal" or substitute material or equipment. Application for any such acceptance will not be considered until after Contract Award. Any such application shall comply with the terms and conditions of this Article 2 and paragraph 5.2 of Section 00700 General Conditions.

2.3. The Apparent Low Bidder shall insert the provisions of this Section in all Sub agreements with Subcontractors and Suppliers furnishing the materials or equipment listed in Schedule 2.4, altering the respective paragraphs only as appropriate to properly identify the contracting parties. Each such Sub agreement shall expressly bind the respective Subcontractor or Supplier to the conditions of paragraph 2.2, the other provisions of this Section 00440 Schedule of Materials and Equipment and paragraph 5.2 of Section 00700 General Conditions.

2.4. Schedule of Bid Materials and Equipment

MATERIAL OR EQUIPMENT	SPECIFICATION SECTION	CONTRACTOR TO NAME ITS CHOSEN MANUFACTURERS AND SUPPLIERS
ITEM 1 -		
ITEM 2 -		
ITEM 3 -		
ITEM 4 -		
ITEM 5 -		

ITEM 6 -

ITEM 7 -

ITEM 8 -

ITEM 9-

ITEM 10 -

ITEM 11-

ITEM 12 -

MATERIAL OR
EQUIPMENTSPECIFICATION
SECTION**CONTRACTOR TO NAME ITS
CHOSEN MANUFACTURERS
AND SUPPLIERS**

IMPORTANT: The provisions of this Section 00440 Schedule of Materials and Equipment shall not create or impose any express or implied duty or obligation on the **Owner** or **Professional** to exercise this authority for the benefit of the Apparent Low Bidder or any *listed* manufacturer/Supplier.

The undersigned Apparent Low Bidder _____ certifies that all the information and data furnished in this Section 00440 Schedule of Materials and Equipment are current, accurate and complete as of the date stated below.

Signed by: _____ Name _____ Title _____

on this _____ day of _____, 20_____.

END OF SECTION 00440

SECTION 00500 AGREEMENT

FILE No. 171/24099.TYC CONTRACT ORDER No. Y _____

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THIS AGREEMENT TO CONTRACT is made this _____ day of _____ in the year Two-Thousand And _____ (_____) by and between **THE STATE OF MICHIGAN, "Owner," represented by the **Director, Department** of Technology, Management and Budget, duly authorized, and _____, _____ the "**Contractor,**" a corporation _____, partnership _____, individual _____, or joint venture _____ (between _____ and _____), of the State of _____, whose address is _____, represented by _____, its _____, duly authorized.

The **Owner** and **Contractor**, in consideration of the mutual covenants and obligations stated in this Section 00500 Agreement and the other parts of the Contract Documents, agree as follows:

ARTICLE 1 THE CONTRACT; THE PROJECT; THE WORK

1.1. THE CONTRACT – The contract entered between the **Owner** and **Contractor** for the furnishing and performance of the Work by the **Contractor**, which consists of the Contract Documents listed or designated in paragraphs 2.2 through 2.4.

STATE OF MICHIGAN MODEL

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1.2. PROJECT NAME – Michigan State Police Headquarters Upgrade Elevators

1.3. THE WORK – Renovation of four existing hydraulic passenger elevators and one service elevator. Removal and replacement of existing elevator machinery, and controls (including access controls). Existing elevator cab finishes are to remain except as indicated. This work includes electrical work and ties into the existing building fire alarm system. The work on the elevators will be phased to maintain elevator operations in the building.

ARTICLE 2 CONTRACT DOCUMENTS

2.1. The Contract Documents form the contract between the **Owner** and **Contractor** and represent the entire and final integrated agreement between the **Owner** and **Contractor** with respect to the Work. The Contract Documents are incorporated into this Agreement by this reference, and supersede all prior oral or written agreements, if any, between the **Owner** and **Contractor**. Any statement, representation, promise or inducement not set forth in the Contract Documents is null and void, and not binding on either the **Owner** or **Contractor**.

The Contract Documents shall not in any way create a relationship of any kind between the **Professional** and **Contractor**, or between the **Owner** and a Subcontractor, or Supplier or any other third party. The **Professional** shall, however, be entitled to performance and enforcement of obligations under the Contract that are consistent with the **Professional's** authority and responsibilities under the Contract Documents.

2.2. The Contract Documents on the date when the **Owner** executes this Section 00500 Agreement, which are attached to this Section 00500 Agreement, consist of the following:

2.2.1. This **Section 00500 Agreement**, fully executed by the **Owner** and **Contractor**, including the following attachments: _____ and **Addenda** ____ through ____.

2.2.2. **Section 00800 Supplementary Conditions**, including _____; and **Section 00120 Supplementary Instructions**, including _____

2.2.3. **Section 00020 Glossary**, and **Section 00700 General Conditions**.

2.2.4. **General Requirements**, Division 1 of the Specifications.

2.2.5. **Divisions 2 through 26 of the Specifications**, and **Drawings**, bearing the title: Michigan State Police Headquarters Upgrade Elevators, dated February 9, 2026.

2.2.6. **Section 00030 Advertisement; Section 00100 Instructions to Bidders**, including **Attachment A-Bidder's Check List**, and **Section 00210 Information for Bidders**.

2.2.7. **Section 00610 Performance Bond** and **Section 00620 Payment Bond**, fully executed by the **Contractor** and the sureties for the contract award amount, each enclosing separate evidence of Power of Attorney.

2.2.8. The **Contractor's Section 00300 Bid Summary and Bid Form** (with attachments), **Section 00320 Non-collusion Affidavit** (including any revisions delivered after Bid opening) and **Section 00330 Asbestos Abatement Attestation**.

2.2.9. The following **Contractor's Qualification Submittals** (post-Bid opening): _____

2.3. Contract Documents that will be issued after the date the **Owner** executes this Section 00500 Agreement consist of:

2.3.1. **Change Orders** and **Change Authorizations** signed as provided in the Contract Documents.

2.3.2. **Notice of Award** and **Notice to Proceed**.

2.4. There are no Contract Documents other than those listed or designated in this Article or added through Section 00520 Attachment A to the Agreement. The Contract Documents may be modified, as provided in Section 00700 General Conditions.

ARTICLE 3 CONTRACT PRICE

3.1. The **Contractor** will furnish and perform the Work and accept in full payment the Contract Price of _____ Dollars (\$_____). The Contract Price includes only those Alternates accepted by the **Owner**, as itemized in the Notice of Award.

3.2. The Contract will include those Change Order prices (bid on Section 00300 Bid Form) accepted by the **Owner** when the **Owner** issues the Notice to Proceed or by Change Authorization.

3.3. Payments to the **Contractor** will be made based on the prices stated on the **Contractor's** Section 00300 Bid Form, subject to the terms and conditions of the Contract Documents.

ARTICLE 4 CONTRACT TIME; LIQUIDATED DAMAGES

4.1. The periods allowed for completion of the Work, or a designated part of the Work, will be as follows:

4.1.1. The entire Work will be substantially complete in accordance with the requirements of the Contract Documents: _____

4.1.2. If separable parts of the Work shall be completed before the period allowed for Substantial Completion of the entire Work, the Contract Times for those parts of the Work will be as specified in Section 00520 Attachment A to Agreement, and as may be supplemented in the Specifications.

4.1.3. The entire Work will be complete and ready for final payment as specified in the Contract Documents: _____

4.2. The **Owner** and **Contractor** recognize that the Contract Times are of the essence of the Contract and that the **Owner** will suffer costs and damages if the Work is not completed within the Contract Times, including any extensions in Contract Time authorized by Change Orders. Therefore, liquidated damages (in the amounts specified in paragraphs 4.2.3 through 4.2.5) will apply if the Work is not completed within the limits of the Contract Times. Liquidated damages are not a penalty, are cumulative and represent a reasonable estimate of the **Owner's** extra costs and damages, which are difficult to estimate with accuracy in advance.

4.2.1. Accordingly, if the **Contractor** fails, neglects, or refuses to complete all or any designated part of the Work within the specified Contract Time, the **Contractor** agrees to pay to the **Owner** liquidated damages and to allow, at the appropriate time, a corresponding adjustment in Contract Price.

4.2.2. If under the procedures of paragraph 4.3, the **Owner** is justified in withholding liquidated damages due to or in anticipation of late completion, the **Contractor** agrees to allow the **Owner** to deduct liquidated damages from Requests for Payment.

4.2.3. Liquidated damages for each Calendar Day that expires after the Contract Time specified in paragraph 4.1.1 for Substantial Completion of the entire Work – until the Work is substantially complete – shall be in the amount of Five Hundred Dollars and No/Cents (\$500.00)

4.2.4. Liquidated damages for each Calendar Day that expires after each of the Contract Times designated in Section 00520 Attachment A to the Agreement – until each such part of the Work is sufficiently complete – shall be in the amounts stated in Section 00520 Attachment A to the Agreement.

4.2.5. Liquidated damages for each Calendar Day after Substantial Completion of the entire Work that expires after the Contract Time specified in paragraph 4.1.3 for completion and readiness for final payment – until the entire Work is complete and ready for final payment – shall be in the amount of Five Hundred Dollars and No/Cents (\$500.00)

Assessment and/or Withholding of Liquidated Damages

4.3. If the **Contractor** fails to complete the Work, or a specified part of the Work, within the corresponding Contract Time, or if at any time after the Work is eighty percent (80%) in place, the **Contractor** does not prosecute the balance of the Work with the diligence required to comply with the Contract Times, the **Contractor** shall be requested to submit a schedule recovery plan acceptable to the **Owner**. The **Contractor's** schedule recovery plan shall describe the cause of schedule slippage or delayed progress and the actions proposed and taken to recover schedule. In addition, to the extent that the **Contractor** believes that an extension in Contract Time is justified, the recovery plan shall include a request for an appropriate extension in Contract Time.

4.3.1. Within fifteen (15) Calendar Days after the **Contractor** receives any such request, the **Contractor** shall meet with the **Owner** and present the **Contractor's** written schedule recovery plan. If, upon evaluation of the **Contractor's** schedule recovery plan, and after consultation with the **Professional**, the **Owner**, in its sole discretion, determines that there is sufficient cause to withhold liquidated damages, the **Owner** may deduct from Requests for Payment the liquidated damages then due or that would become due using the **Owner's** estimate of late completion of the Work.

4.3.2. For the purposes of returning liquidated damages, schedule recovery implementation shall not be complete until such slippage or delayed progress has been corrected and the Progress Schedule once again supports compliance with the Contract Times. Once late completion has been corrected, the **Contractor** shall be entitled to reimbursement of all liquidated damage sums previously withheld. Any such reimbursement of liquidated damages previously withheld shall not constitute a waiver of any claims that the **Owner** may otherwise have.

ARTICLE 5 PAYMENTS TO CONTRACTOR

*5.1. The **Owner** will pay one hundred percent (100%) of the amount due upon completion of any Schedule of Value *pay item*. The **Professional** may require, for each Request for Payment, sworn statements, consent of surety, waivers of lien (from the **Contractor**, Subcontractors and Suppliers), Record Documents, guarantees, operating and maintenance manuals and such other documents required by the Contract Documents. Payment to the **Contractor** will be made within thirty (30) Calendar Days from receipt by the **Owner** of the **Professional's** certification representing to the **Owner** the amount of payment to be due to the **Contractor**.

*5.2. Processing of Requests for Payment by the **Owner** may be deferred until Work having a prior sequence, as provided in the Contract Documents, is in place and is approved.

5.3. Payments shall be subject to the terms and conditions of Section 00700 General Conditions and the other parts of the Contract Documents and shall be made less such deductions as the **Owner** and/or **Professional** determines are appropriate, as specified in paragraph 12.4 of Section 00700 General Conditions.

5.4. If any portion of the Work is funded by a federal or State agency, the **Owner** will have fifteen (15) Calendar Days after receiving those funds in which to make payment. This provision shall take effect only after the thirty (30) Calendar Day period following certification by the **Professional** has expired.

ARTICLE 6 THE PROFESSIONAL SERVICES CONTRACTOR

6.1. The **Owner** has retained Hobbs+Black Architects to assume all duties and responsibilities of, and have the rights and authority assigned to, the **Professional Services Contractor** in the Contract Documents with respect to completion of the Work in accordance with the Contract Documents.

ARTICLE 7 CONTRACTOR'S REPRESENTATIONS

7.1. The **Contractor** reiterates and makes each of the representations itemized in Article 2 of the **Contractor's** Section 00300 Bid Form. Article 2 in the **Contractor's** Section 00300 Bid Form is by this reference repeated verbatim in this Section 00500 Agreement as paragraphs 7.2 through 7.13 just as though those paragraphs had been written in this Article 7, except that the term "**Contractor**" shall replace the term "Bidder" in every instance.

ARTICLE 8 MISCELLANEOUS

8.1. If any provision of the Contract Documents is invalid, illegal, or unenforceable, all other provisions of the Contract Documents shall remain in full force and effect. If any provision of the Contract Documents is inapplicable to any Person or circumstance, that provision shall remain applicable to all other Persons and circumstances.

8.2. It is the intent of the **Owner** and **Contractor** that all provisions of Law required to be inserted or referenced in the Contract Documents are in fact so inserted or referenced. If any provision of Law is not so inserted or referenced, or is inserted or referenced improperly, then each such provision shall be considered inserted or referenced in the Contract Documents in proper form at no increase in Contract Price and/or Contract Time.

8.3. The duties, obligations, criteria or procedure imposed by, and the rights and remedies made available in, the Contract Documents are in addition to, and not in any way a limitation of, any rights and remedies that are otherwise allowed or imposed by Law, except that in the event a specific part or detailed requirement of a provision, criterion or procedure in the Contract Documents and a specific part or detailed requirement of a provision, criterion or procedure imposed by Law conflict, the specific part or detailed requirement of such provision, criterion or procedure imposed by Law shall govern. All other specific parts or detailed requirements in the provisions, criteria or procedures imposed by Law and the Contract Documents shall remain in full force and effect and be read with the controlling specific part or detailed requirement. These provisions will be as effective as if repeated specifically in the Contract Documents in connection with each duty, obligation, right and remedy to which they apply.

8.4. The **Contractor** shall not sell, assign, transfer or otherwise convey any of the **Contractor's** rights and shall not delegate any of the **Contractor's** duties under this Agreement without the prior written consent of the **Owner** and the sureties for the **Contractor**. In its sole discretion, the **Owner** may refuse to consent to any proposed assignment or delegation. Any attempted sale, assignment, transfer, or other conveyance in violation of this paragraph shall be void and shall relieve the **Owner** of any further liability under the Contract Documents but shall not relieve the **Contractor's** sureties of any liability. If the **Owner** consents in writing to an assignment, unless specifically stated to the contrary in the consent, that assignment shall not release or discharge the **Contractor** from any duty or responsibility set forth in the Contract Documents and shall not release or discharge the **Contractor's** sureties under the Bonds required by the Contract Documents.

8.5. The **Owner** reserves the right to correct any error in any Request for Payment that may have been paid. The **Owner** reserves the right, should proof of Defective Work be discovered after final payment, to claim and recover from the **Contractor** and/or the **Contractor's** surety, sufficient sums to correct or remove and replace the Defective Work.

8.6. Any waiver by the **Owner** of any provision of the Contract Documents shall be specific and in writing and apply only to the specific matter and not to other similar or dissimilar matters. Any waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach.

8.7. Nothing contained in this Agreement shall in any manner authorize, empower, or constitute the **Contractor**, Subcontractors or Suppliers (a) to act as agents of the **Owner**, (b) to assume or create any obligation or responsibility whatsoever, express, or implied, on behalf of or in the name of the **Owner**; (c) to bind the **Owner** in any manner, or (d) to make any representation, warranty, covenant, agreement, or commitment on behalf of the **Owner**. It is the intent and understanding of the parties that the **Contractor** shall perform the Work as an independent contractor. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any third party.

8.8. If the **Owner** or **Contractor** suffers injury or damage to person or property because of error, omission, or act of the other, any of the other's employees or agents or others for whose acts the other party is legally liable, claim will be made in writing to the other party within a reasonable time of the first observation of that injury or damage. This provision is not and shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or time requirements set forth in Section 00700 General Conditions.

8.9. All computer programs which are not the subject of copyrights by third parties, and which are delivered, developed, produced, or paid for under a specific requirement of the Contract Documents and all plans, drawings, designs, specifications, technical reports, operating manuals, and other data which are delivered, developed, produced, or paid for under the Contract Documents shall be the property of the **Owner**. The **Owner** maintains all rights to such programs and deliverables, including the right to use, duplicate, and disclose the programs and deliverables, in whole or in part, in any manner and for any purpose. If any program or deliverable is copyrightable, the **Contractor** may copyright it subject to the **Owner's** rights. The **Owner** reserves a royalty-free, nonexclusive, and irrevocable license to use, duplicate, publish, and disclose such programs and deliverables, in whole or in part, and to authorize others to do so.

8.10. The **Contractor** warrants that all costs in proposals and claims for adjustments in Contract Price shall not exceed those allowed under the Contract Documents, and that proposals and claims for adjustments in Contract Price shall grant prices, terms, and warranties comparable to or better than prices, terms and warranties offered to others for similar work.

8.11. This Agreement shall be binding on the **Contractor, Owner** and their respective successors and legal representatives and, if the **Owner** has consented to an assignment or other conveyance, on all their respective assigns and delegates.

*8.12. The Contract Documents shall be governed by and construed in accordance with the Laws of the State of Michigan in effect on the date of Bid opening. Any change in Michigan Law after that date shall be binding only to the extent the **Owner** and **Contractor** agree or to the extent such change is beyond the capacity of the parties to avoid.

ARTICLE 9 NOTICE AND SERVICE

9.1. Unless otherwise provided in the Contract Documents or consented to by the **Owner** in writing, any notice, demand, or communication shall be in writing and shall be deemed to have been given when received by the individual required to be given notice at the address designated in this Agreement. A copy of any notice, demand or notification shall be sent to the address below.

9.2. Any written notice or other written communication to the sureties shall be sufficiently given if delivered to the individual required to be given notice at the address designated in the Bond.

IN WITNESS WHEREOF, the **Owner** and **Contractor** have signed this Section 00500 Agreement in triplicate and initialed three (3) full sets of the Contract Documents. One (1) full set of the executed Contract Documents will be delivered to the **Contractor**.

THE STATE OF MICHIGAN

BY:

Director, DTMB, SFA, Design and Construction
NAME:

Witness:

Date:

Address for giving notices:

Department of Technology, Management and Budget
State Facilities Administration
Design and Construction
3111 W. St. Joseph Street
Lansing, MI 48917

THE CONTRACTOR

BY:

Title: _____ Date

NAME:

Federal ID No. or SS No. (LAST 4 Only)

Telephone No.

Witness:

Date:

Address for giving notices

CERTIFICATE OF PRINCIPAL

(If **Contractor** is Other Than a Sole Proprietor)

I, _____, certify that I am the Secretary of the Corporation _____, or a General Partner _____ or Managing Partner _____ or Partner _____ of the partnership, named as the **Contractor** in the attached Section 00500 Agreement, that _____ who signed Section 00500 Agreement on behalf of the **Contractor**, was then _____ of that corporation _____ or partnership _____; that I know the undersigned's signature, and the signature is genuine; and that Section 00500 Agreement was duly signed, sealed and attested for and on behalf of that corporation _____ partnership _____ by authority of its governing body _____ or partners _____

Signed by the Secretary or Other Authorized Officer of the Corporation _____ Date _____
or By General Partner or Managing Partner or Authorized Partner Certifying

Name of the Corporation or True Name of the Partnership

Telephone No. _____

(Corporate Seal)

VERIFICATION
(by **Contractor**)

STATE OF _____)

COUNTY OF _____)

Before me, a Notary Public duly commissioned, qualified and acting, personally appeared (enter name of person who signed Section 00500 Agreement on behalf of the Bidder), _____ to me well known, who being by me first duly sworn upon oath, says that he/she is the Attorney-In-Fact for (enter the **Contractor's** name) _____ and that he/she has been authorized by (enter name of individual, partnership name, or that governing body of the Bidder named in the attached corporate resolution) _____ to execute Section 00500 Agreement on behalf of the named **Contractor** in favor of the STATE OF MICHIGAN.

Subscribed and sworn before me this _____ day of _____, A.D., 20_____.

Notary Public, State of _____

My Commission Expires: _____

RESOLUTION OF CORPORATE AUTHORITY
(If Contractor is a Corporation)

I, _____, Corporate Officer of _____, a _____
(Print or type) Corporation (the "Company") (Indicate State)

DO HEREBY CERTIFY that the following is a true and correct excerpt from the minutes of the meeting of the Board of Directors, wherein a quorum was present, duly called and held on _____ and that the same is now in full force and effect:

"RESOLVED, that the Chairman, the President, each Vice President, the Treasurer, and the Secretary and each of them, hereby is authorized to execute and deliver, in the name and on behalf of the Company and under its corporate seal or otherwise, any agreement or other instrument or document in connection with any matter or transaction that shall have been duly approved; the execution and delivery of any agreement, document, or other instrument, or document in connection with any matter or transaction that shall have been duly approved; the execution and delivery of any agreement, document, or other instrument by any of such officers to be conclusive evidence of such approval."

I FURTHER CERTIFY that _____ is Chairman of the Board, _____ is President, _____ is Treasurer, and _____ is Secretary.

I FURTHER CERTIFY that any of the officers of the Company named in this Resolution of Corporate Authority are authorized to execute or guarantee and commit the Company to the conditions, obligations, stipulations, and undertakings contained in the Contract Documents for File No. _____ Work _____, _____ and that all necessary corporate approvals have been obtained in relationship thereto.

IN WITNESS THEREOF, I have set my hand this _____ day of _____, 20____.

CORPORATE SEAL

Corporate Officer's Signature

Title

Telephone No. _____

CERTIFICATE OF PARTNERSHIP AUTHORITY
(If **Contractor** is a Partnership)

I, _____, General Partner in _____, a _____
(Print or Type) Partnership (the "Partnership") (Indicate State)

DO HEREBY CERTIFY that I am a General Partner in the Partnership formulated pursuant to a Partnership Agreement dated _____, 20____, and that the following is a true and correct excerpt from the minutes of the meeting of the General Partnership held on _____ and that the same is now in full force and effect:

"That each General Partner is authorized to execute and deliver, in the name and on behalf of the Partnership, any agreement or other instrument or document in connection with any matter or transaction that shall have been duly approved; the execution and delivery of any agreement, document, or other instrument, or document in connection with any matter or transaction that shall have been duly approved; the execution and delivery of any agreement, document, or other instrument by a General Partner to be conclusive evidence of such approval."

I FURTHER CERTIFY that any of the aforementioned General Partners of the Partnership are authorized to execute or guarantee and commit the assets of the Partnership to the conditions, obligations, stipulations, and undertakings contained in the Contract Documents for File No. _____ Work _____, _____ and that all necessary partnership approvals have been obtained in relationship thereto.

IN WITNESS THEREOF, I have set my hand this ____ day of _____, 20 ____.

General Partner's Signature

Title

Telephone No. _____

END OF SECTION 00500

SECTION 00520 ATTACHMENT "A" TO AGREEMENT**PROFESSIONAL** – Hobbs+Black Architects

WORK – Michigan State Police Headquarters Upgrade Elevators

FILE No. - 171/24099.TYC CONTRACT ORDER No. Y_____

This Section 00520 Attachment A to Agreement supplements those specific provisions in Section 00500 Agreement designated below. All other provisions in Section 00500 Agreement that are not so supplemented remain in full force and effect. The terms "Agreement", "Contract Documents" and "Contract" have specific intents and meanings assigned as stated in Section 00500 Agreement and Section 00020 Glossary.

**SUPPLEMENTARY TERMS AND CONDITIONS TO
ARTICLE 4 CONTRACT TIME; LIQUIDATED DAMAGES**

The following separable parts of the Work will be completed, as specified in the Contract Documents:

- (a) within _____ (___) Days from the date when the Contract Time commences to run, or on or before _____, 20____.
- (b) within _____ (___) Days from the date when the Contract Time commences to run, or on or before _____, 20____.
- (c) within _____ (___) Days from the date when the Contract Time commences to run, or on or before _____, 20____.

These interim Contract Times are of the essence so as to: (a) not Delay work by others as provided in Article 13 of the General Conditions; (b) conform to the sequences of Work indicated in or required by the Contract documents; and (c) comply with the coordination requirements of the Contract Documents.

The **Owner** and **Contractor** recognize that the Contract Time(s) specified in this Attachment A is(are) of the essence to this Agreement in that the **Owner** will suffer costs and damages if the Work is not completed within the Contract Time(s) plus any extensions authorized in accordance with Section 00700 General Conditions. Accordingly, liquidated damages will apply based on the following schedule: (a) _____ Dollars and No/Cents (\$ _____); (b) _____ Dollars and No/Cents (\$ _____); and (c) _____ Dollars and No/Cents (\$ _____) for each Calendar Day that expires after each of the respective Contract Times specified in this Section 00520 Attachment A to the Agreement for the completion of each of those designated parts of the Work, respectively, until each of those parts of the Work is complete. Any deduction by the **Owner** of liquidated damages from Requests for Payment shall be undertaken only after consultation with the **Professional** and shall be subject to the procedures outlined in paragraph 4.3, Section 00500 Agreement.

END OF SECTION 00520

SECTION 00610 PERFORMANCE BOND

FILE No. 171/24099.TYC SURETY COMPANY REFERENCE No. _____

"The **Contractor**," _____, a corporation ____, individual ____, partnership ____, joint venture ____, of the State of _____, qualified to do business in the State of Michigan, as Principal, and "the Surety," _____, of the State of _____, as surety, are held and bound unto the State of Michigan, "the **Owner**," as Obligee, in the amount of _____ Dollars (\$ _____), for the payment of which the **Contractor** and Surety hereby bind themselves, their respective heirs, successors, legal representatives and assigns, jointly and severally, in compliance with 1963 PA 213, as amended, MCL 129.201 et seq.

The **Contractor** has entered into "the Contract" with the **Owner** for _____, "the Work," covered by the Contract Documents, which are incorporated into this Performance Bond by this reference.

If the **Contractor** faithfully performs and fulfills all the undertakings, covenants, terms, conditions, warranties, indemnifications and agreements of the Contract Documents within the Contract Time (including any authorized changes, with or without notice to the Surety) and during the Correction Period, and if the **Contractor** also performs and fulfills all the undertakings, covenants, terms, conditions, warranties, indemnifications and agreements of any and all duly authorized modifications of the Contract Documents, then THIS OBLIGATION IS VOID, OTHERWISE TO REMAIN IN FULL FORCE AND EFFECT.

A. No change in Contract Price or Contract Time, "or equal" or substitution or modification of the Contract Documents (including addition, deletion, or other revision) releases the Surety of its obligations under this Section 00610 Performance Bond. The Surety expressly waives notice of any such change in Contract Price or Contract Time, "or equal" or substitution or modification of the Contract Documents (including addition, deletion, or other revision).

B. This Section 00610 Performance Bond shall be solely for the protection of the **Owner** and its successors, legal representatives or assigns. The prevailing party in a suit on this Bond is entitled to recover as part of that party's judgment reasonable attorneys' fees.

C. It is the intention of the **Contractor** and Surety that they shall be bound by all terms and conditions of the Contract Documents (including, but not limited to Article 14 of Section 00700 General Conditions and this Section 00610 Performance Bond). However, this Section 00610 Performance Bond is executed pursuant to 1963 PA 213, as amended, MCL 129.201 et seq., and if any provision(s) of this Section 00610 Performance Bond is/are illegal, invalid, or unenforceable, all other provisions of this Section 00610 Performance Bond must nevertheless remain in full force and effect, and the **Owner** shall be protected to the full extent provided by 1963 PA 213, as amended, MCL 129.201 et seq.

IMPORTANT: The Surety shall be authorized to do business in the State of Michigan by the Department of Licensing and Regulatory Affairs, must be listed on the current U.S. Department of the Treasury Circular 570, and, unless otherwise authorized by the **Owner** in writing, must have at least an A- Best's rating and a Class VII or better financial size category per current A. M. Best Company ratings.

Name, Address and Telephone of the Surety:

Address and Telephone of Agent, who is either a resident of, or whose principal office is maintained in, the State of Michigan

Signed and sealed this _____ day of _____, 20_____.

THE **CONTRACTOR**: (Print Full Name and Sign)
WITNESS _____By: _____
Name & Title: _____

THE SURETY: (Print Full Name and Sign)

Telephone No. _____
Agent: _____

WITNESS _____

Attorney-in-Fact: _____

Telephone No. _____

Email: _____

END OF SECTION 00610

SECTION 00620 PAYMENT BOND

FILE No. 171/24099.TYC SURETY COMPANY REFERENCE No. _____

"The Contractor," _____, a corporation ____, individual ____, partnership ____, joint venture ____, of the State of _____, qualified to do business in the State of Michigan, as Principal, and "the Surety," _____, of the State of _____, as surety, are held and bound unto the State of Michigan, "the Owner," as Obligee, in the amount of _____ Dollars (\$ _____), for the payment of which the Contractor and Surety bind themselves, their respective heirs, successors, legal representatives and assigns, jointly and severally, in compliance with 1963 PA 213, as amended, MCL 129.201 et seq.

The Contractor has entered into "the Contract" with the Owner for _____, "the Work," covered by the Contract Documents, which are incorporated into this Payment Bond by this reference.

If the Contractor promptly pays all claimants supplying labor or materials to the Contractor or to the Contractor's Subcontractors in the prosecution of the Work, then THIS OBLIGATION IS VOID, OTHERWISE TO REMAIN IN FULL FORCE AND EFFECT.

A. All rights and remedies on this Section 00620 Payment Bond shall be solely for the protection of all claimants supplying labor and materials to the Contractor or the Contractor's Subcontractors in the prosecution of the Work and must be determined in accordance with Michigan Law.

B. No change in Contract Price or Contract Time, "or equal" or substitution or modification of the Contract Documents (including addition, deletion, or other revision) must release the Surety of its obligations under this Section 00620 Payment Bond. The Surety hereby expressly waives notice of any such change in Contract Price or Contract Time, "or equal" or substitution or modification of the Contract Documents (including addition, deletion, or other revision).

C. It is the intention of the Contractor and Surety that they must be bound by all terms and conditions of the Contract Documents (including, but not limited to this Section 00620 Payment Bond). However, this Section 00620 Payment Bond is executed pursuant to 1963 PA 213, as amended, MCL 129.201 et seq., and if any provision(s) of this Section 00620 Payment Bond is/are illegal, invalid, or unenforceable, all other provisions of this Section 00620 Payment Bond must nevertheless remain in full force and effect, and the Owner must be protected to the full extent provided by 1963 PA 213, as amended, MCL 129.201 et seq.

IMPORTANT: The Surety shall be authorized to do business in the State of Michigan by the Department of Licensing and Regulatory Affairs, must be listed on the current U.S. Department of the Treasury Circular 570, and, unless otherwise authorized by the Owner in writing, must have at least an A- Best's rating and a Class VII or better financial size category per current A. M. Best Company ratings.

Name, Address and Telephone of the Surety:

Address and Telephone of Agent, who is either a resident of, or whose principal office is maintained in, the State of Michigan

Signed and sealed this _____ day of _____, 20_____.

THE CONTRACTOR: (Print Full Name and Sign) _____
WITNESS _____

By: _____
Name & Title: _____

THE SURETY: (Print Full Name and Sign) _____

Telephone No. _____
Agent: _____

WITNESS _____

Attorney-in-Fact: _____
Telephone No. _____

Email: _____

END OF SECTION 00620

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STATE OF MICHIGAN MODEL

Developed from FORMSPEC™ Michigan Model

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ARTICLE 1 INTERPRETATIONS

1.1 Section 00020 Glossary:

1.1.1. Section 00020 Glossary assigns specific intent and meanings to capitalized terms and to other defined terms used in this Section 00700 General Conditions, Section 00500 Agreement, Section 00520 Attachment A to the Agreement, Section 00610 Performance Bond, Section 00620 Payment Bond, and Section 00800 Supplementary Conditions.

1.1.2. Section 00020 Glossary also provides specific rules for construing any reference to any Article or paragraph that is made in this Section 00700 General Conditions.

1.2 Intent of the Contract Documents:

1.2.1. The intent of the Contract Documents is to describe the *entire* Work, including its various parts, to the extent necessary for the **Contractor** to discharge its obligation to execute and complete the Work in accordance with the Contract Documents. The Contract Documents are complementary; what is required by one shall be as binding as if required by all Contract Documents.

1.2.2. The *entire* Work required by the Contract Documents includes Work, which is reasonably inferable from the Contract Documents or from prevailing custom and trade usage.

The **Contractor** shall provide any Work reasonably inferable to the extent such Work is required to properly complete the installation of other Work expressly shown or specified in the Contract Documents. If the **Contractor** disagrees that Work that is not expressly shown or detailed in the Contract Documents is Work reasonably inferable, the **Contractor** shall proceed in accordance with the provisions of paragraph 10.1.3.

1.2.3. The breakdown of the Work by Divisions and Sections, or the identification of any Drawing, shall not delineate or be construed to delineate Work to be performed by any trade. The breakdown shall not control the manner in which the Work may be divided by the **Contractor** among Subcontractors and Suppliers.

*1.2.4. Reference to the State Construction Code Act of 1972, 1972 PA 230, as amended, MCL 125.1501 *et seq.*, or to standard specifications, manuals or codes of any technical society, organization, or association, whether specifically or by implication, means the issue in effect on the date of Bid opening, unless otherwise expressly stated. Work indicated in or required by the Contract Documents that is above standards set in the State Construction Code shall be provided to the higher standard.

1.2.5. The provisions of the Contract Documents shall govern over any standard specification, manual or code of any technical society, organization, or association. Unless otherwise provided in the Contract Documents, words with an accepted technical or trade meaning used to describe any Work shall be interpreted in accordance with that meaning.

1.2.6. If any Work indicated in, or required by, the Contract Documents is above the standards set by any Law applicable to the Work and the Project, the higher standard shall govern.

1.2.7. The terms "the Contract Documents," "as specified in the Contract Documents," "in accordance with the Contract Documents" or such other similar terms shall be construed as including all valid Change Orders and Change Authorizations.

1.2.8. "Execution of the Work" and "shall provide" includes the furnishing and/or performance of the Work. "Work" as in "Unit Price Work," or "any Work" or "acceptable Work," etc. refers to a specific part(s) of the Work.

1.2.9. Subject to the **Contractor's** continuing responsibilities for the acts of Subcontractors and Suppliers, whenever in the Contract Documents the term "the **Contractor**" is used concerning any action, obligation, cost, or event, it shall cover, even if not expressly stated, actions or obligations or costs of, or events involving, any Subcontractor, Supplier, or anyone for whom any of them may be liable, unless the context requires otherwise.

1.2.10. Use of the terms "as ordered," "as directed," "as required," "as allowed," "as approved" or similar terms, or the adjectives "reasonable," "suitable," "acceptable," "proper" or "satisfactory" or similar adjectives, to describe a requirement, direction, review, or judgment of the **Professional** or **Owner** as to the Work will be solely to evaluate the Work for compliance with the Contract Documents. No use of any such term or adjective, or provision of any standard specification, manual or code (whether expressly incorporated by reference in the Contract Documents or not), or Suppliers' instructions, shall be effective to (a) change the duties and responsibilities of the **Owner** or **Professional** from those assigned in the Contract Documents, (b) assign to the **Owner** or **Professional** any duty or authority to supervise or direct the furnishing or performance of the Work or assume responsibility contrary to the provisions of the Contract Documents.

1.2.11. A provision stating "the **Contractor** shall bear its proportionate share of the Delay and costs" shall be construed as entitling the **Owner** to an appropriate decrease in Contract Price and Contract Time for all the **Owner's** direct, indirect, and consequential costs and damages that are attributable to the **Contractor**.

1.2.12. Contract Time computations shall be made in Calendar Days. The Progress Schedule shall be in the form of a Critical Path Method schedule, Total Float and Contract Float values stated in Business Days shall be converted to Calendar Days when used for the purpose of calculating changes in Contract Time.

1.2.13. Any computation of a Contract Time which adds Calendar Days to a date shall include both the first and last Day. Any computation of a notice period shall exclude the first Day and include the last Day. In any case, if the computed Day falls on a non-Business Day, it shall be omitted from the computation.

1.2.14. In the Contract Documents, the terms "substantially completed" and "substantially complete" have in context the same meaning as Substantial Completion.

1.3 Priority of the Contract Documents:

1.3.1. Whenever an issue of priority involves two Sections within the Contract Documents, the following will apply: Unless the **Owner** and **Contractor** mutually agree otherwise, a Section of the Contract Documents will *supersede* another *conflicting* Section if the *superseding* Section is listed in paragraph 2.2 of Section 00500 Agreement ahead of the *conflicting* Section.

1.3.2. Whenever an issue of priority involves Work called for in the technical Specifications or Drawings – figured dimensions shall govern scaled dimensions, detail Drawings shall govern general Drawings and Drawings shall govern Submittals.

Whenever specifications, dimensions, notes, schedules, or details conflict (whether within the Specifications or Drawings, or between the Specifications and Drawings, or between Change Order Drawings and the Drawings), the **Contractor** shall be required to provide the higher performance requirement only to the extent such outcome results in Work reasonably inferable.

1.4 Interpretation of Indemnification Provisions:

1.4.1. Paragraphs 1.4.2 and 1.4.3 will be as effective as if repeated in paragraphs 4.5.2, 4.6.1, 4.9.1, 10.4.4, 13.3.1 and in any other paragraph requiring the **Contractor** to defend, indemnify and hold harmless the **Owner** and **Professional**.

1.4.2. Any indemnification provision requiring the **Contractor** to defend, indemnify and hold harmless the **Owner** and **Professional** against all claims, or covering liability of the **Owner** or **Professional**, shall include claims caused in part by the negligence or other liability-creating conduct or omission of the **Contractor**.

1.4.3. The terms "against all claims" in any such obligation shall be construed as covering all claims, of whatever type and nature, and all judgments, costs, losses, and damages, whether direct, indirect, or consequential (including, but not limited to, charges of architects, engineers, attorneys and others and all court, hearing, and any other dispute resolution costs).

1.5 Additional Interpretations:

1.5.1. The term "the **Professional**" shall be construed as covering, even if not expressly stated, the **Professional's** consultants, agents, and employees. This interpretation shall not be construed as relieving the **Professional** of its sole responsibility for the performance of the **Professional's** obligations and responsibilities, whether performed by the **Professional** directly or through any consultant, agent, or employee.

1.5.2. The expression "any act or omission within the control of" shall include, but is not limited to, the fault or negligence of the party involved and any other act, cause, and event for which that party is responsible. The expression "any cause beyond the control of" shall include any act or omission not within the reasonable control of the party involved and any other act, cause, and event for which that party is not responsible.

1.5.3. Whenever in the Contract Documents, the term "first tier" is used concerning a Subcontractor or Supplier, it means a Subcontractor or Supplier having a direct Sub agreement with the **Contractor**. Relatedly, the term "lower tier" refers to a Subcontractor or Supplier having a direct Sub agreement with another Subcontractor.

1.5.4. The expression "materials and/or equipment" shall not be construed to equate materials with equipment, but rather shall be interpreted as a general reference to materials or equipment, whichever actually applies. The term "stored materials" shall include materials and equipment. Where a differentiation between materials or equipment is necessary, such as for payments for approved equipment Shop Drawings, use of the term "equipment" shall exclude materials. In any such case, examples of equipment shall be conveying equipment, tanks, pumps, vessels, fans, boilers, air handling units, heat exchangers, compressors, incineration equipment, motor control centers, switchgears, transformers, control panels and so forth; and such components as pipe fittings and specialties, valves, ductwork, plumbing fixtures, cable tray, conduit and cable, electrical fixtures, panel boards and so forth shall be materials and not equipment.

1.5.5. The term "registered mail" includes registered U.S. mail and certified U.S. mail with return receipt requested. The term "hand delivered" includes delivery by private carriers.

1.5.6. The term "self-performed Work" means Work performed by the **Contractor**, as opposed to Work performed by a Subcontractor, which is referred to as "Subcontractor Work."

1.5.7. An "early completion" Progress Schedule is a **Contractor**-prepared Revision Progress Schedule Submittal that anticipates completion of the entire Work, or of any portion of the Work having a separate, specified Contract Time, ahead of the correspondingly specified Contract Time.

1.6 Ownership and Use of the Contract Documents:

1.6.1. Neither the **Contractor** nor any Subcontractor or Supplier shall have or acquire title to or ownership rights in any of the Drawings, Specifications or documents identified in Section 00210 Information for Bidders, and they shall not reuse any of them on extensions of the Project or any other project without prior written consent of the **Owner** and **Professional**.

1.6.2. The **Contractor**, Subcontractors and Suppliers are granted a limited license to use and reproduce parts of the Contract Documents and those documents identified in Section 00210 Information for Bidders as appropriate for their use in the furnishing and performance of their Work. All copies of the Drawings and Project Manual and other documents made under this license shall retain all copyright and trademark notices, if any.

1.7 Copies of the Contract Documents:

1.7.1. The **Owner** will furnish, at no cost to the **Contractor**, one (1) electronic copy of the Drawings and Project Manual. If the **Contractor**, or the Contractor's Subcontractors or Suppliers request hard copy sets, reproduction of these documents will be the responsibility of the **Contractor**.

ARTICLE 2 THE OWNER – GENERAL PROVISIONS**2.1 Availability of Lands, Areas, Properties and Facilities:**

2.1.1. The Contract Documents indicate the lands, areas, properties, and facilities upon which the Work is to be performed and those rights-of-way and easements for access to the site furnished by the **Owner**. Easements for permanent structures or for permanent changes in any existing lands, areas, properties, and facilities will be obtained by the **Owner**, unless otherwise expressly stated elsewhere in the Contract Documents.

2.1.2. The **Contractor** shall obtain, at no increase in Contract Price or Contract Time, any other lands, areas, properties, facilities, rights-of-way, and easements the **Contractor** requires for temporary facilities, storage, disposal of spoil or waste material or any other such purpose. If public property, the **Contractor** shall obtain all required permits from the federal agency, State agency, Political Subdivision or Public Utility with jurisdiction. If private property, the **Contractor** shall obtain prior permission by written agreement. The **Contractor** shall submit copies of the permits and written agreements to the **Owner**.

2.2 Reference Points; Base Lines and Benchmarks:

2.2.1. Unless noted otherwise, the **Owner or Professional** will provide engineering surveys to establish reference points for construction that the **Professional** considers necessary for the **Contractor** to proceed with the Work. The **Contractor** shall be responsible for surveying and laying out the Work from those reference points. The **Contractor** shall be responsible for protecting and preserving those reference points as well as any base lines and benchmarks provided for the Work.

2.2.2. The **Contractor** shall make no changes on any reference points, base lines, and benchmarks without the **Professional's** prior written approval. The **Contractor** shall report to the **Professional** whenever any reference point, base line or benchmark is lost, destroyed, or requires relocation. The **Contractor** shall replace and relocate any lost or destroyed reference points accurately, with professionally, licensed personnel, if so, directed by the **Professional**.

2.2.3. The **Contractor** shall bear its proportionate share of the Delay and costs resulting from any loss, destruction, replacement and/or relocation of reference points, base lines and/or benchmarks, to the extent any such loss, destruction, replacement and/or relocation results in whole or in part from any act or omission within the control of the **Contractor**.

2.3 Stop Work Order:

2.3.1. The **Owner** may order the **Contractor** in writing to stop the Work, in the whole or in part, in the event any of these situations occur: (a) any Work is Defective, (b) any Work, when completed, will not conform to the Contract Documents, (c) any materials or equipment are unsuitable, or (d) any workers are insufficiently skilled. The **Contractor** shall bear its proportionate share of the Delay and costs resulting from any such stop Work order unless the **Contractor** is/was not at fault.

2.3.2. If the **Contractor** is/was not at fault, the **Owner** will amend the Contract Documents to provide for any adjustments in Contract Price and/or Contract Time made necessary by any resulting Delay which is unreasonable under the circumstances. This authority to stop the Work or any Work shall not create or impose any duty or responsibility on the **Owner** to exercise such authority for the benefit of the **Contractor** or of any Subcontractor, Supplier, surety to any of them or any other third party.

2.4 Limitations on the Owner's Responsibilities:

2.4.1. The **Owner** is not responsible for the **Contractor's** Means and Methods, safety precautions and programs related to safety, or the **Contractor's** failure to execute the Work in accordance with the Contract Documents. Nor is the **Owner** responsible for any act or omission of the **Contractor** or of any Subcontractor, any Supplier or anyone for whose acts the **Contractor** or any Subcontractor or Supplier may be liable.

2.4.2. The **Owner** is not responsible for verifying whether the **Contractor's** Progress Schedule Submittals, any certificates and/or policies of insurance or any technical Submittals are in accordance with the Contract Documents, or for verifying their accuracy or completeness in any way.

2.4.3. Neither the **Owner's** authority to review any of those Submittals, nor the **Owner's** decision to raise or not raise any objections about any such Submittals, shall create or impose any duty or responsibility on the **Owner** to exercise any such authority or decision for the benefit of the **Contractor**, any Subcontractor or Supplier, any surety to any of them or any other third party.

2.5 Additional General Provisions:

2.5.1. Written communications from the **Owner** to the **Contractor** will generally be issued through the **Professional**. If there is need to issue communications directly, a copy will be sent concurrently to the **Professional**. Written communications from the **Contractor** to the **Owner** may be issued directly to the **Owner** or through the **Professional** if such is more appropriate. Any such communication shall also include concurrent copy of both parties.

2.5.2. The **State Facilities Administration** Representative shall be the representative for the **Owner**. The **State Facilities Administration** Representative may be represented on-site by a Field Representative(s). Neither the **State Facilities Administration** Representative nor the Field Representative shall have authority to interpret the requirements of the Contract Documents. Unless delegated by specific written notice from the **Owner**, the Field Representative does not have any authority to order any changes in the Work or authorize any adjustments in Contract Price or Contract Time.

2.6 Partnering Charter:

2.6.1. If the Contract Documents indicate the **Owner's** intent to implement a bilateral partnering charter, unless the **Contractor** declines in writing, the **Contractor** shall cooperate with the **Owner** in implementing such a partnering charter for the Contract. Unless the possibility is expressly allowed for in the Contract Documents, no provision, requirement, or other aspect of the Contract Documents shall be open for change, revision, or modification in any such partnering charter.

ARTICLE 3 THE PROFESSIONAL – GENERAL PROVISIONS**3.1 Owner's Representative:**

3.1.1. The **Professional** shall be the **Owner's** representative during the Contract Time period. The **Professional's** duties, responsibilities and limits of authority set forth in the Contract Documents shall not be changed without the prior written consent of both the **Owner** and **Professional**.

3.1.2. The **Professional** will make On-Site Inspections at intervals appropriate to the stages of the Work to observe the quality and quantity of progress and completed Work; to determine actual quantities of Unit Price Work completed by the **Contractor** and to determine whether the Work is being executed so that the Work, when completed, will be in accordance with the Contract Documents. Based on the On-site Inspections, the **Professional** will endeavor to guard the **Owner** from Defective Work and to keep the **Owner** informed of the progress of the Work.

3.1.3. If the **Professional** assigns Resident Project Representatives, their duties, responsibilities, and limits of authority will be given in the Contract Documents or at the pre-construction conference. Unless delegated by specific written notice from the **Owner**, the Resident Project Representative does not have any authority to order any changes in the Work or authorize any adjustments in Contract Price or Contract Time.

3.1.4. The **Professional** will have authority to disapprove or reject Work that the **Professional** believes to be Defective, and to require inspection or testing of any Work, whether or not such Work is fabricated, installed, or completed. The **Contractor** shall take prompt corrective action upon receiving any Defective Work notice from the **Professional**.

3.1.5. On-Site Inspections by the **Professional** and/or Resident Project Representatives shall not create or impose any duty on the **Professional** or Resident Project Representatives to make the On-Site Inspections for the benefit of the **Contractor** or any other third party. On-Site Inspections will not relieve the **Contractor** from its obligation to provide the Work in accordance with the Contract Documents or represent acceptance of Defective Work.

3.1.6. Inspections by the Field Representative(s) shall not create or impose any duty on such Field Representative to make the observations for the benefit of the **Contractor** or any other third party. Any such inspection will not relieve the **Contractor** from its obligation to provide the Work in accordance with the Contract Documents or represent acceptance of Defective Work.

3.2 Clarifications and Interpretations:

3.2.1. The **Professional** will issue with reasonable promptness written clarifications or interpretations as the **Professional** may determine necessary or in response to a **Contractor** written request for interpretation. If the **Contractor** believes that a written clarification or interpretation issued by the **Professional** justifies an adjustment in Contract Price or Contract Time, the **Contractor** shall promptly notify the **Professional** in writing before proceeding with the Work Involved.

3.2.2. In any such case, if the **Contractor** is properly authorized in writing to proceed with the Work Involved before full agreement is reached on the extent of any such adjustments (if any are determined to be due at all), the **Contractor** shall furnish to the **Professional**, upon request from the **Professional**, those actual cost Records specified in paragraphs 11.4 and 11.5.

3.3 Minor Variations and No-Cost Changes; Minor Delays:

3.3.1. The **Professional** may authorize minor variations in the Work, order no-cost changes consistent with the Contract Documents or cause minor Delay if, in the **Professional's** judgment, such variation, no-cost change or Delay does not justify any adjustment in Contract Price or Contract Time. Minor variations will be ordered in writing; no-cost changes will be authorized by Change Authorization. If the **Contractor** believes any minor variation or no-cost change justifies an increase in Contract Price or Contract Time, the **Contractor** shall promptly notify the **Professional** in writing before proceeding with the Work Involved and follow the procedures in paragraph 3.2. Notice requirements for minor Delays are provided in paragraph 8.7.4.

3.4 Determinations by the Professional:

3.4.1. The **Professional** will be the interpreter of the requirements of the Contract Documents and, in such capacity, will render determinations on the acceptability of the Work. Notices, proposals, claims, or other matters relating to the acceptability of the Work, the interpretation of the requirements of the Contract Documents or any adjustment in Contract Price or Contract Time shall be referred to the **Professional** in writing requesting a formal, written determination, which the **Professional** will render within a reasonable time. If the **Contractor** disagrees with any such **Professional** determination, the **Contractor** may deliver notice of a claim and a claim submittal within thirty (30) Calendar Days in accordance with the procedures and within the deadlines set forth in Article 15 Disputes.

3.4.2. The rendering of any interpretation or of any determination on any notice, proposal, claim, or other matter relating to the acceptability of the Work or to any adjustment in Contract Price or Contract Time will be a prerequisite to the exercise by the **Contractor** of any rights or remedies the **Contractor** may otherwise have under the Contract Documents or by Law concerning any such issue.

3.5 Limitations on the Professional's Responsibilities:

3.5.1. The **Professional's** authority to act under this Article 3 or elsewhere in the Contract Documents, or any decision made by the **Professional** in good faith to exercise or not to exercise such authority, shall not give rise to any duty or responsibility of the **Professional** to the **Contractor**, to any Subcontractor or any Supplier, to any surety or to any third party.

3.5.2. The **Professional** is not responsible for the **Contractor's** Means and Methods, safety precautions and programs related to safety, or for the **Contractor's** failure to execute the Work in accordance with the Contract Documents. Furthermore, the **Professional** is not responsible for any act or omission of the **Contractor** or of any Subcontractor, Supplier, or anyone for whose acts the **Contractor** or any Subcontractor or Supplier may be liable.

ARTICLE 4 CONTROL OF WORK – GENERAL PROVISIONS**4.1 Review of the Contract Documents:**

4.1.1. Before undertaking each part of the Work, the **Contractor** shall study and compare the Contract Documents with each other and against manufacturers' recommendations for installation and handling. Before undertaking each part of the Work, the **Contractor** shall verify dimensions and take field measurements, and the **Contractor** shall coordinate the location, dimensions, access, fit, completeness, etc. of dependent Work. The **Contractor** shall promptly notify the **Professional** in writing of any conflict, error or omission in the Contract Documents and deviation from manufacturers' recommendations for installation and handling discovered.

4.1.2. The **Contractor** shall bear its proportionate share of the Delay and costs resulting from any Work undertaken before apprising the **Professional** and/or obtaining a written clarification or interpretation from the **Professional**, if the **Contractor** knows or has reason to know that any such Work (a) involves a conflict, error or omission, or (b) is subject to a specified Means and Method which is inappropriate, unworkable or unsafe, or (c) is subject to a specified method of installation, performance or test procedure and/or result which is contrary to the recommendations provided by or for the respective manufacturer.

4.2 Management, Supervision and Personnel:

4.2.1. The **Contractor** shall manage, supervise, and direct the Work competently, applying the management, supervision, skills, expertise, scheduling, coordination, and attention necessary to provide the Work in accordance with the Contract Documents, while insuring timely and unhindered access to the site. The **Contractor** shall be responsible for any Means and Methods unless a specific Means and Method is indicated in or required by the Contract Documents. The **Contractor** shall verify that completed Work complies with the Contract Documents, all approved Submittals and all clarifications and interpretations.

4.2.2. The **Contractor** shall maintain a competent, full-time superintendent on the Work at all times during its progress. The superintendent shall be the **Contractor's** representative at the site and shall have authority to act on behalf of the **Contractor**. The Superintendent shall not be assigned or replaced without the **Owner's** consent. If the **Owner**, in the reasonable exercise of its discretion, objects to the superintendent, the **Contractor** shall use a replacement superintendent at no increase in Contract Price or Contract Time. All communications given to the superintendent shall be as binding as if given to the **Contractor**. The DTMB Superintendent Designation [form](#) must be completed by the Contractor and submitted before beginning any work.

4.2.3. The **Contractor** shall provide competent, suitably qualified personnel to survey and lay out the Work. As part of this responsibility, the **Contractor** shall engage a registered land surveyor to accurately locate base lines and Project elevations. The **Contractor** shall be required to furnish certifications that lines and grades for all concrete slabs were checked before and after placing of concrete, and that final grades are as required by the Contract Documents.

4.2.4. The **Contractor** shall provide competent and suitably qualified trade foremen and craft workers to construct the Work, in all cases as required by the Contract Documents. At all times, the **Contractor** shall maintain good discipline and order at the site.

4.2.5. Whenever activities of the **Contractor** are carried out beyond the limits of the site or the indications of temporary fences or barricades, the **Contractor** shall schedule trenching, utility Work, site development, landscaping and all other activities in the way that will cause minimum disturbance to or interference with adjoining property, service to the public or the normal operation of the **Owner** or others affected by such activities.

4.2.6. If a Means and Method is indicated in, or required by, the Contract Documents, a substitute Means, and Method may be used by the **Contractor** only after obtaining the **Professional's** approval that it meets the applicable criteria in paragraph 5.2 without increasing Contract Price or Contract Time. If any such substitution causes earlier completion of the Work, the **Owner** and **Contractor** may negotiate an appropriate shortening in Contract Time, a level of liquidated damages appropriate to the shortened Contract Time, and a decrease in the Contract Price. If the **Owner** and **Contractor** are unable to agree on the extent of any such adjustments, the **Owner** may deliver a claim in accordance with the procedures and within the deadlines set forth in Article 15.

4.2.7. The **Contractor** shall post appropriate construction signs to advise the occupants and visitors of occupied facilities of the limits of construction work areas, hardhat areas, excavations, construction parking and staging areas, etc.

4.3 Materials and Equipment:

4.3.1. Unless otherwise specified in the Contract Documents, the **Contractor** shall furnish and be responsible for all materials, equipment, transportation, construction equipment, tools, supplies, fuel, utilities, water for flushing and testing, temporary facilities and all other facilities and incidentals necessary for the furnishing and performance, which includes, without limitation, the testing and completion of the Work.

4.3.2. All materials and equipment shall be of good quality, free of defect and new, unless otherwise allowed in the Contract Documents. For each material and equipment, the **Contractor** shall provide complete information on preventive maintenance, operating requirements, parts lists, ordering of parts and other applicable conditions. Materials and equipment shall be protected against any damage at all times so that they remain new.

4.3.3. If required for the **Professional's** acceptance of any materials or equipment, the **Contractor** shall furnish satisfactory evidence (which shall include test procedures and reports of required tests) as to the kind and quality of the materials and equipment. Materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned following the manufacturer's and Suppliers' instructions, except as otherwise provided in the Contract Documents.

4.3.4. Paragraph 7.3, Section 00100 Instructions to Bidders, dealing with materials and equipment *listed* in Schedule 1.6 of Section 00440 Schedule of Materials and Equipment is made part of this Section 00700 General Conditions by this reference.

4.4 Concerning Control of Work:

4.4.1. The **Contractor** shall prosecute the Work in the way that will cause the least practicable interference with and avoid prolonged interruption of, or damage to, existing facilities. The **Contractor** shall obtain written approval from the **Owner** ten (10) Calendar Days before connecting to existing facilities or interrupting service. If the **Contractor's** Means and Methods require tapping into an existing system(s), the **Contractor** shall be responsible for the restoration of such system and of any extensions of such systems.

4.4.2. To the extent specified Work on an existing system may cause damage to, or imbalances in extensions of such systems, and restoration of the entirety of such systems is not designated in the Drawings and/or Specifications as required Work, the **Contractor** shall be responsible for seeking an appropriate clarification or interpretation from the **Professional** before proceeding with the Work Involved.

4.4.3. The **Contractor** shall perform Work and operate vehicles and construction equipment in a safe manner and without becoming a hazard to the public, while at the same time ensuring the least practicable interference with pedestrians and traffic. In addition, such operations shall be carried out without interfering with overhead utilities. When transporting materials or equipment, vehicles shall not be loaded beyond the capacity set by their manufacturers or applicable Laws. When crossing sidewalks, curbs or landscaped areas, the **Contractor** shall protect them from damage. Safe and adequate pedestrian and vehicular access shall be maintained to fire hydrants, commercial and industrial establishments, churches, schools, parking lots, hospitals, fire, and police stations and like establishments.

4.4.4. The **Contractor** shall be responsible for performing the pumping, draining, and controlling of surface water and groundwater in the way that will not endanger the Work or any adjacent facility or property, or interrupt, restrict or interfere with the use of any adjacent facility or property.

4.4.5. Paragraph 3.10, Section 00100 Instructions to Bidders, invoking the "Soil Erosion and Sedimentation Control," 1994 PA 451, Part 91, as amended, MCL 324.9101 et seq., is made part of Section 00700 General Conditions by this reference.

4.4.6. To the extent the **Contractor** knows, or has reason to know, the **Contractor** shall be responsible for performing the Work taking fully into account any dewatering, blasting, etc. operations from other work bearing a potential impact on the Work.

4.4.7. Any damaged Work corrected by the **Contractor** shall be corrected and made equal in all respects (quality, finish, appearance, function, etc.) to similar non-damaged Work otherwise required by the Contract Documents.

4.4.8. The **Contractor** shall verify that Work already *in-place* is in proper condition to receive *dependent* Work, and that dependent Work connecting to the *in-place* Work is properly coordinated. Whether or not expressly specified in the Contract Documents, the **Contractor** shall be responsible for all cutting, fitting, drilling, fixing-up and patching of concrete, masonry, gypsum board, piping and other materials that may be necessary to make *in-place* Work and *dependent* Work fit together properly.

4.4.9. The **Contractor** shall not obstruct access to municipal structures, hydrants, valves, manholes, fire alarms, etc., nor operate valves or otherwise interfere with the operation of any Public utilities without first securing the necessary approvals and permits. Except as may be otherwise provided in the technical Specifications, the **Owner** will charge the **Contractor** for all utilities used based on the charges the **Owner** actually incurs.

4.4.10. In the event of any unauthorized interruption of service to any operating facility, the **Contractor** shall take immediate action to restore that service as soon as practicable. The **Contractor** shall be directly responsible for the charges of any manufacturer's representative called to the site to repair or adjust any systems damaged by the **Contractor**.

4.4.11. Whenever the **Contractor** has caused an operating security system to go out of service or left unsecured openings in existing facilities or security fences, the **Contractor** shall furnish a security guard acceptable to the **Owner** to maintain security of the facility outside of normal working hours. The **Contractor** will be held responsible for any losses on account of the **Contractor's** interruption of security systems or barriers at existing facilities.

4.4.12. The **Contractor** shall take steps, procedures or means as may be required to prevent dust nuisance resulting from the **Contractor's** operations. The dust control measures shall be maintained at all times to the satisfaction of the **Owner** and any Political Subdivision with jurisdiction.

4.4.13. The **Contractor** shall, before final inspection, mark in a permanent and readily identifiable manner, all reference points provided by the **Owner**.

4.4.14. The Contractor shall note and comply with APPENDIX I SPECIAL WORKING CONDITIONS and APPENDIX II SPECIAL PROJECT PROCEDURES as part of and in conjunction with all other contract requirements. APPENDIX I & II immediately follow and are attached hereto SECTION 00800.

4.5 Patent Fees and Royalties:

4.5.1. The **Contractor** shall be responsible for paying all royalties and license fees and assuming all costs resulting from the use in the furnishing and performance of the Work and/or the incorporation into the Work of any invention, design, process, product, or device covered by patent rights or copyrights, whether specified in the Contract Documents or chosen by the **Contractor**. The **Contractor** shall sign suitable agreement(s) with the patentee or copyright owner and, if requested, provide copies to the **Owner**.

4.5.2. The **Contractor** shall defend, indemnify, and hold harmless the **Owner** and **Professional** from and against all claims, as construed in paragraph 1.4, arising from any patent or copyright infringement by the Contractor including, but not limited to, patent or copyright infringements resulting from "or equal" substitution of any invention, design, process, product, or device that is specified in the Contract Documents.

4.5.3. If the **Contractor** knows, or should know, that the specified invention, design, process, product, or device infringes on a patent or copyright, the **Contractor's** obligation to defend, indemnify and hold harmless **Owner** and **Professional** from and against all claims arising from any patent or copyright infringement shall apply, unless the **Contractor** promptly furnishes that information to the **Professional** in writing.

4.6 Use of Premises:

4.6.1. The **Contractor** shall confine its operations (including, but not limited to construction equipment and laydown and storage) to the site and lands, areas, properties, facilities, rights-of-way, and easements ("the premises") identified and permitted by the Contract Documents and shall not unreasonably encumber the premises. The **Contractor** shall be responsible for any damage to the premises (including, but not limited to, damage to any real and personal property) and for any damage to any adjacent lands, areas, properties, facilities, rights-of-way, and easements (including, but not limited to, damage to any real and personal property) resulting from the **Contractor's** operations.

The **Contractor** shall defend, indemnify, and hold harmless the **Owner** and **Professional** against all claims, as construed in paragraph 1.4, arising from any damage to such premises or adjacent lands, areas, properties, facilities, rights-of-way, and easements (inclusive of real and personal property), including loss of use, to the extent resulting from the **Contractor's** operations.

4.6.2. The **Contractor** shall keep the premises free from accumulations of waste materials, rubbish, and other debris, and shall not remove, injure, cut, alter, or destroy trees, shrubs, plants, or grass, unless otherwise provided elsewhere in the Contract Documents. At the completion of the Work, the **Contractor** shall remove all obstructions, waste and surplus materials, rubbish, debris, tools, and construction equipment and shall leave the site clean and ready for occupancy by the **Owner**.

4.6.3. The **Contractor** shall restore to pre-existing conditions all walks, roadways, paved or landscaped areas and other real and personal property not designated for alteration by the Contract Documents. To the extent the **Contractor** refuses, fails or neglects to replace all such altered premises and/or restore to its pre-existing condition any walk, roadway, paved or landscaped area and other property not designated for alteration by the Contract Documents, the **Contractor** shall bear its proportionate share of the Delay and costs resulting from the **Contractor's** refusal, failure, or neglect to do so.

4.6.4. The **Contractor** shall not load or permit any part of any structure to be loaded in any way that will endanger the structure. The **Contractor** shall not subject any part of the Work or adjacent property to stresses or pressures that will damage or endanger the Work or adjacent property, or both.

4.7 Record Documents:

4.7.1. The **Contractor** shall maintain at the site one copy of all Record Documents in good order and annotated in a neat and legible manner using a contrasting, reproducible color to show (a) all revisions made, (b) dimensions noted during the furnishing and performance of the Work, and (c) all deviations between the as-built installation and the Contract Documents, all approved Submittals and all clarifications and interpretations.

4.7.2. Record Documents, along with a properly annotated copy of all approved Submittals, shall be available to the **Professional** and **Owner** at all times during the progress of the Work. The finalized Record Documents and approved Submittals shall be required for processing final payment to the **Contractor**.

4.7.3. The **Contractor** shall maintain and make available to the **Owner** and **Professional** daily field reports and digital photos recording the on-site labor force and equipment (**Contractor** and Subcontractors); materials/equipment received (at the site or at another location); visits by Suppliers; significant in-progress and completed trade Work within major areas; and other pertinent information.

4.7.4. Such daily field reports shall be furnished by the **Contractor** promptly to the **Professional** and **Owner** upon their request and shall be accepted by the **Owner** for information only. Neither the **Owner** nor **Professional's** review of any daily field report shall be construed as agreement with the information contained in any such daily field report.

4.8 Emergencies:

4.8.1. In Emergencies affecting the safety or protection of Persons, the Work or property at or adjacent to the site, the **Contractor**, without any special instruction or authorization from the **Professional** and/or the **Owner**, is obligated to act to prevent threatened damage, death, injury, or loss.

4.8.2. The **Contractor** shall give the **Owner** prompt written notice of any changes in the Work resulting from the action taken. If the **Owner** concurs, the **Owner** will amend the Contract Documents to provide for those changes and, unless the Emergency results in whole or in part from any act or omission within the control of the **Contractor**, to provide for any corresponding adjustment in Contract Price and/or Contract Time.

4.9 Indemnification:

4.9.1. The **Contractor** shall defend, indemnify and hold harmless the **Owner** and **Professional** from and against all claims, as construed in paragraph 1.4, for bodily injury, sickness, disease or death, or injury to the destruction of property, including loss of use, arising out of, relating to, or being in any way connected with the Work, that are in any way (a) caused by any negligent act or omission of the **Contractor**, any Subcontractor or Supplier or anyone for whose acts any of them may be liable, or (b) related to the **Contractor's** failure to maintain the required insurance and coverages. As a point of emphasis, and as set forth in paragraph 1.4, such claims shall include, but are not limited to charges of architects, engineers, attorneys and others and all court, hearing, and other dispute resolution costs.

4.9.2. As a point of emphasis, as set forth in paragraph 1.4, this indemnification obligation shall include claims caused in part by the negligence or other liability-creating conduct or omissions of the **Owner** (including State departments, agencies, boards, commissions, officers, and employees) or **Professional**; however, the **Contractor** shall not be required to indemnify the **Owner** or **Professional** against liability for loss or damage resulting from the sole negligence of the **Owner** and/or **Professional**.

4.9.3. With respect to claims against the **Owner** or **Professional** by any employee of the **Contractor**, the indemnification obligation under this paragraph 4.9 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the **Contractor**, any Subcontractor or Supplier under workers' compensation, disability benefit or other benefit acts.

ARTICLE 5 SUBCONTRACTORS AND SUPPLIERS

5.1 Employment of Subcontractors:

5.1.1. Upon due investigation, the **Owner** may revoke, because of subsequent violation of a material requirement of the Contract Documents, the **Owner's** consent to any Subcontractor previously given pursuant to the provisions of Article 8 of Section 00100 Instructions to Bidders and Section 00430 List of Subcontractors. Any such revocation of the **Owner's** consent shall not justify any increase in Contract Price or Contract Time.

5.1.2. After Contract Award, if the **Contractor** intends to add or substitute a Subcontractor for Work in a Division, Specification and/or trade for which Subcontractor nomination was required in Section 00430 List of Subcontractors, the **Contractor** shall nominate that Subcontractor for review by the **Owner** and/or **Professional**. The **Contractor** shall not award such Work to any Subcontractor to whom the **Owner** objects for good cause. No adjustment in Contract Price or Contract Time shall be allowed for any such newly nominated Subcontractor.

5.1.3. Whenever the **Owner** objects, for its convenience, to any Subcontractor nominated, but not objected to, before Contract Award or to any Subcontractor nominated after Contract Award, the **Contractor** shall nominate a substitute Subcontractor or shall proceed to self-perform the Work involved if the **Contractor** is so qualified. If any such **Owner** objection requires a Subcontractor substitution or the **Contractor** to self-perform the Work Involved, in either case at an increase of the **Contractor's** cost for the part of the Work Involved, the **Owner** will amend the Contract Documents to provide for a corresponding adjustment in Contract Price and/or Contract Time made necessary by the Subcontractor substitution or self-performance and by any resulting Delay which is not reasonably anticipatable under the circumstances and which is attributable to the **Owner** and/or **Professional**.

5.1.4. Failure of the **Owner** to object to any nominated Subcontractor shall not constitute a waiver of any right of the **Owner** or **Professional** to reject Defective Work; nor shall the authority given to the **Owner** under this paragraph create or impose any duty on the **Owner** or **Professional** to exercise such authority for the benefit of the **Contractor** or any other third party.

5.1.5. Installation of any self-performed or Subcontractor Work shall constitute acceptance by the **Contractor** of all previously placed dependent Work. Consistent with this responsibility, the **Contractor**, directly or through the **Contractor's** choice of Subcontractors, shall supply, install and/or cause items to be built into previously placed Work, shall verify dimensions of previously placed Work, and shall notify the **Professional** of previously placed Work that is unsatisfactory for, or prevents satisfactory installation of, other dependent Work.

5.1.6 Work performed by any Subcontractor or Supplier shall be through an appropriate written Sub agreement that expressly binds the Subcontractor or Supplier to the requirements of the Contract Documents and contains the waiver of rights of subrogation provisions of Article 7.

5.2 "Or Equal" and Substitute Materials and Equipment:

5.2.1. Materials or equipment described in the Contract Documents by using a brand name, make, manufacturer, supplier, or specification shall be intended to denote the essential characteristics desired and establish a standard.

5.2.2. For materials and equipment which are actually *listed* in Schedule 1.6 of Section 00440 Schedule of Materials and Equipment, no "or equal" or substitute material or equipment will be acceptable or permitted unless the **Contractor** complies with the terms and conditions of paragraphs 5.2.2.1 through 5.2.2.5.

5.2.2.1. Unless words are used in a technical Specification indicating that no "or equal" or substitution is permitted, a proposal for an "or equal" or substitution may be accepted by the **Professional** if, in the **Professional's** judgment, the proposal (a) meets the criteria set forth in paragraphs 5.2.2.2 through 5.2.2.5, (b) demonstrates a net positive deduction, i.e., the deductive value of the proposal exceeds all direct, indirect and consequential costs and damages attributable to the "or equal" or substitution, and (c) offers a Contract Price decrease of one hundred percent (100%) of the net deduction, or another percentage reflecting a sharing of the savings which is agreed between the **Owner** and **Contractor**.

5.2.2.2. The **Contractor's** written application for the "or equal" or substitute material or equipment shall provide sufficient information to allow the **Professional** to determine whether the material or equipment proposed (a) will equally perform the functions and achieve the results called for by the Contract Documents, (b) is at least of equal materials of construction, quality and necessary essential design features, (c) is suited to the same use as that named or specified, (d) conforms substantially to the desired detailed requirements, e.g., durability, strength, appearance, aesthetics (if aesthetics are significant), safety, useful life, reliability, economy of operation and ease of maintenance, (e) evidences a proven record of performance and the availability of responsive service, and (f) will not extend any Contract Times.

5.2.2.3. Each such application shall certify whether or not acceptance of the proposed "or equal" or substitute material or equipment will require a change in any of the Work or any of the Means and Methods indicated in or required by the Contract Documents, or in work performed by the **Owner** or others, and whether or not incorporation or use of the proposed material or equipment is subject to payment of any license fee or royalty. All variations of the proposed material or equipment from the material or equipment named or specified shall be identified (operation, materials or construction finish, thickness or gauge of material, dimensions, loads, tolerances, deleted and added features, etc.), and information regarding available maintenance, repair and replacement service shall be indicated.

5.2.2.4. The application shall contain an itemized estimate of all direct, indirect, and consequential costs and damages that will result from evaluation and acceptance of the proposed "or equal" or substitute material and equipment, including but not limited to costs and delays of redesign, or claims of other contractors affected by the proposed item, and changes in operating, maintenance, repair, replacement, or spare part costs. The **Professional** may require the **Contractor** to furnish a manufacturer's performance Bond, an analysis of the effects of the evaluation/acceptance of the "or equal" or substitution on the Progress Schedule, a list of locations of similar installations that have been in service for at least three (3) years before the date of the application, and any other relevant data.

5.2.2.5. The **Contractor** shall be responsible for verifying that "or equal" or substitute materials and equipment conform to the Contract Documents, and that all dimensions, arrangement, design and construction details and other features are suited to the specified purpose. If any "or equal" or substitute material or equipment differs materially from the material or equipment named or specified, and that difference was not expressly identified in the **Contractor's** application, or results in changes in the Work, the **Professional** has authority to require removal and replacement of that "or equal" or substitute material or equipment. The **Contractor** shall bear its proportionate share of the Delay and costs resulting from (a) any such removal and replacement of "or equal" or substitute materials or equipment, (b) making "or equal" or substitute materials or equipment conform to the requirements of the Contract Documents, and (c) any changes in the Work and/or in other work required to accommodate the "or equal" or substitute material or equipment, or both.

5.2.2.6. The **Contractor** shall reimburse the **Owner** for any costs incurred by the **Owner** in the evaluation of any "or equal" or substitution proposal. Such costs shall include, but are not limited to, related charges of the **Professional** made necessary by the evaluation and acceptance or rejection, as the case may be, of the proposed "or equal" or substitute material or equipment.

5.2.3. For materials and equipment *not listed* in Schedule 1.6 of Section 00440 Schedule of Materials and Equipment, no substitute material or equipment will be acceptable or permitted unless the **Contractor** meets with the requirements of paragraphs 5.2.2.1 through 5.2.2.5. Further, the reimbursement provisions of paragraph 5.2.2.6 shall apply equally to such substitutions.

5.2.4. Unless approved by the **Professional**, for materials and equipment *not listed* in Schedule 1.6 of Section 00440 Schedule of Materials and Equipment, no "or equal" material or equipment will be acceptable or permitted unless the **Contractor** complies with the requirements of paragraphs 5.2.2.2 – 5.2.2.5.

5.2.5. No "or equal" or substitute item shall be ordered, installed, or utilized without the **Owner's** prior acceptance. The **Owner's** acceptance shall be evidenced by a signed Change Order or Change Authorization, or if so, specifically designated by the **Professional**, by an approved Shop Drawing or sample.

5.3 The Contractor's Continuing Responsibilities:

5.3.1. The **Contractor** shall be fully responsible to the **Owner** and **Professional** for all acts and omissions of Subcontractors and Suppliers, at any tier, to the same extent as the **Contractor** is responsible for the **Contractor's** own acts and omissions. Nothing in the Contract Documents shall create any contractual relationship between the **Owner** or **Professional** and any Subcontractor or Supplier. No provision in Article 12 or in the other Contract Documents shall create or impose any express or implied duty or obligation on the **Owner** or **Professional** to any Subcontractor or Supplier or the **Contractor's** sureties to pay or to see to the payment of any monies owed to any of them.

ARTICLE 6 SUBMITTALS

6.1 Shop Drawing, Sample and Other Technical Submittals:

6.1.1. After complying with those requirements in paragraphs 6.1.2 through 6.1.5 and the technical Specifications, the **Contractor** shall submit to the **Professional** (a) an electronic file(s) of the drawing(s) compatible with the latest version of AutoCAD of all Shop Drawings required by the Contract Documents and bond copies if requested by the **Owner** or **Professional**; (b) all required samples (whether color or otherwise); and (c) all other technical Submittals (test results, test procedures, safety procedures, O&M manuals, etc.) that are required by the Contract Documents. In addition to electronic copies up to 2 hard copies of the approved O&M manuals may be required to be provided to the agency

6.1.2. Submissions shall be delivered to the **Professional** with due diligence, as delineated in or required by the Progress Schedule, and shall allow reasonable times, per 6.5.1, for the **Professional's** review and turnaround. Each Submittal shall be uniquely identified as the **Professional** and **Contractor** may agree.

6.1.3. Each Submittal shall bear a stamp or specific written indication certifying that the **Contractor** has satisfied the requirements of this Article and the technical Specifications and the **Contractor's** responsibilities for prior review of the submission. In addition, each sample shall have been checked and be accompanied by a certificate guaranteeing that the material sampled complies with the Contract Documents. Unless otherwise allowed by the **Professional**, Submittals without the **Contractor's** indication of approval will be returned without review.

6.1.4. Before each submission, the **Contractor** shall (a) determine and verify all field measurements, quantities, dimensions, instructions for installation and handling of equipment and systems, installation requirements (including location, dimensions, access, fit, completeness, etc.), materials, color, catalog numbers and other similar data as to correctness and completeness, and (b) have reviewed and coordinated that technical Submittal with other technical Submittals and the requirements of the Contract Documents. Technical Submittals of a Subcontractor or Supplier shall be coordinated with those of other Subcontractors or Suppliers (location, dimensions, fit, completeness, consistency, integration, etc.), and so represented in the **Contractor's** stamp or specific written approval before submission to the **Professional**.

6.1.5. With each submission, the **Contractor** shall give the **Professional** specific written notice of each variation from the requirements of the Contract Documents, and the **Contractor** shall cause a specific notation of each variation to be made on that Shop Drawing, sample, or other technical Submittal.

6.1.6. Where a Shop Drawing, sample or other technical Submittal is required by the technical Specifications, any related Work performed by the **Contractor** before the **Professional's** approval of the pertinent technical Submittal will be at the sole expense and responsibility of the **Contractor**.

6.1.7. The **Professional** shall be entitled to rely upon the accuracy or completeness of any designs, calculations or certifications made by licensed or certified professionals attached to a specific technical Submittal, whether or not that stamp, or written certification is required by the Contract Documents.

6.2 Review and Return of Technical Submittals:

6.2.1. The **Professional's** review of a technical Submittal will be to evaluate whether the items covered by the Submittal, after installation or incorporation into the Work, will conform to the general design intent of the Contract Documents and for compatibility with the design of the completed Work as a functioning whole as indicated in the Contract Documents.

6.2.2. The review of Submittals by the **Professional** shall not be conducted for the purpose of determining the accuracy and completeness of such details as dimensions or quantities shown or indicated on the Submittals, or for substantiating instructions for installation or performance of equipment and systems developed by or for the **Contractor**, the correctness of which shall remain the sole responsibility of the **Contractor**. Further, any such **Professional's** review and approval will not extend to any Means and Methods (except where a specific Mean and Method is indicated in or required by the Contract Documents) or to safety precautions or programs related to safety.

6.2.3. Approval by the **Professional** of a separate item or partial Submittal shall not translate to approval of the assembly in which the item functions or to the approval of related Submittals not yet reviewed and approved by the **Professional**.

6.3 Progress Schedule Submittals:

6.3.1. After complying with the appropriate Progress Schedule requirements in the technical Specifications, the **Contractor** shall submit to the **Professional** electronic copies of the Progress Schedule Submittal then due, which shall include both PDF format and active software files with the **Contractor's** specific schedule data. Each Progress Schedule Submittal shall bear the **Contractor's** stamp or written indication of approval as representation to the **Owner** that the **Contractor** has determined or verified all data on that Progress Schedule, and that the **Contractor** and Subcontractors and Suppliers have reviewed and coordinated the sequences in that Progress Schedule with the requirements of the Work. Progress Schedule Submittals are not Contract Documents.

6.3.2. Progress Schedule Submittals are intended to show: (a) the priority and sequencing by which the **Contractor** intends to execute the Work (or Work remaining) to comply with the Contract Times, those sequences of Work indicated in or required by the Contract Documents and any other requirements of the Contract Documents; (b) how the **Contractor** anticipates foreseeable events, site conditions and all other general, local and prevailing conditions that may in any manner affect cost, progress, schedule, performance and furnishing of the Work; (c) how the Means and Methods chosen by the **Contractor** translate into Activities and sequencing; (d) the actual timing and sequencing of completed Work; and (e) if required by the Contract Documents, the allocation of the Contract Price to the Activities.

6.4 Review and Return of Progress Schedule Submittals:

6.4.1. The **Owner's** and **Professional's** review of Progress Schedule Revision 0 Submittals may result in comments relating to conformance with (a) the Contract Times, (b) those sequences of Work indicated in or required by the Contract Documents, and (c) any other Contract Document requirements that may have a significant bearing on the use of Revision 0 Progress Schedule Submittals to resolve issues affecting Contract Price and/or Contract Time. Progress Schedule review comments may also result in the selection of Targets and recording of Target Times.

6.4.2. The review of Progress Schedule Revision Submittals may, in addition to the types of comments outlined in paragraph 6.4.1, result in comments as to whether the **Contractor's** scheduling of Work remaining continues to conform with the Contract Times and those sequences of Work indicated in or required by the Contract Documents. Progress Schedule Revision Submittal review comments may also respond to suggested **Contractor** schedule recovery plans, when and as appropriate, and to **Contractor** requests for extensions in Contract Time.

6.4.3. Progress Schedule reviews shall not impose on the **Owner** or **Professional** any responsibility for verifying whether Work is omitted; Activity durations are reasonable; the adequacy of the level of labor, materials, and construction equipment; the reasonableness of the **Contractor's** chosen Means and Methods; or whether Work sequences and Activity timing are practicable. Even if any comments or objections are noted from the reviews of Progress Schedule Submittals, no such reviews or objections noted shall be effective or construed to create or impose on the **Owner** or **Professional** any responsibility for the timing, planning, scheduling, or execution of the Work or for the correctness of any such Progress Schedule details. The correctness of the Progress Schedule shall remain the sole responsibility of the **Contractor**.

6.5 Additional Provisions Concerning Submittals:

6.5.1. Unless otherwise designated in a more specific technical Specification, a Submittal will be returned to the **Contractor** within fifteen (15) to twenty (20) Calendar Days, as designated by the **Professional** in writing. If a Submittal cannot be returned when it comes due, the **Professional** shall give appropriate notice to the **Contractor** of its return date. The **Contractor** shall revise, and correct Submittals returned for revision and resubmittal, and resubmit them to the **Professional** directing specific attention in writing to revisions other than the corrections called for by the **Professional** on previous submissions of the same Submittals.

6.5.2. No review or approval of Submittals shall relieve the **Contractor** of responsibility for the following: (a) variation from the requirements of the Contract Documents, unless the **Contractor** has called attention to each variation, as provided in paragraph 6.1.5, and the **Professional** has given written approval of that variation by a specific notation within or attached to the returned Submittal, (b) compliance with the "or equal" and substitution requirements of paragraph 5.2, (c) errors or omissions in the Submittal, or (d) compliance with the requirements of this Article.

6.5.3. Unless the **Professional** determines that additional resubmissions are reasonable under the circumstances, all costs incurred by the **Owner** made necessary by the **Professional's** review of a Submittal after the first resubmission of that Submittal shall be reimbursed by the **Contractor** to the **Owner**.

6.5.4. All time consumed by the resubmissions and rereviews of a particular Submittal shall constitute time required to furnish that Submittal or shall represent Delays not justifying any increase in Contract Time or Contract Price, or both.

ARTICLE 7 LEGAL REQUIREMENTS; INSURANCE

7.1 Laws; Permits (Which Include Approvals and Licenses):

7.1.1. The **Contractor** shall comply with and shall require all Subcontractors and Suppliers to comply with, all applicable Laws. The **Contractor** shall insure that everyone employed on the Work discharge their responsibilities consistent with all Laws.

*7.1.2. The **Contractor** shall secure from the State Department of Labor and Economic Growth and from all Political Subdivisions with jurisdiction, all construction permits necessary for the commencement, prosecution, and completion of the Work before starting any Work at the site. All fees for securing the permits shall be paid by the **Contractor**, including all inspection costs which may be legally assessed by the Bureau of Construction Codes according to authority granted under 1972 PA 230, as amended, MCL 125.1501 et seq. The time incurred by the **Contractor** in obtaining construction permits shall constitute time required to complete the Work and shall not justify any increases in Contract Time or Contract Price, except to the extent any related Delay is attributable to the fault of the Drawings or Specifications or to revisions to the Drawings and/or Specifications required by the Political Subdivision with jurisdiction.

7.1.3. Unless expressly required by any Laws or permits, neither the **Owner** nor **Professional** shall be responsible for monitoring the **Contractor's** compliance with any Law, the State Construction Code, or any permits. The **Contractor** is not responsible to make certain that the Contract Documents comply with applicable Laws and the State Construction Code; however, if the **Contractor** believes the Contract Documents deviate from the requirements of any Law, the State Construction Code or any permit, the **Contractor** shall give the **Professional** prompt written notice. If the **Contractor** provides any Work knowing or having reason to know such Work conflicts with any Laws, or the State Construction Code or any permits, the **Contractor** shall be responsible for that performance. The **Contractor** shall be proportionately responsible for the time required and the costs involved in complying with the obligations stated in this paragraph.

*7.1.4. All Work shall be provided in accordance with the State Construction Code and the requirements of paragraph 1.2.4. If the **Contractor** observes that any Contract Document is at variance with any Laws or the State Construction Code in any respect, the **Contractor** shall promptly notify the **Professional** in writing, and any necessary changes shall be accomplished by an appropriate Change Order. The **Contractor** shall pay all charges of Public Utilities for connections to the Work, unless otherwise provided by Cash Allowances specific to those connections.

*7.1.5. In accordance with the Michigan State Construction Code Act, 1972 PA 230, as amended, MCL 125.1501 *et seq.*, the State Department of Labor and Economic Growth, Construction Code Commission has adopted and filed with the Secretary of State the following Construction Code Reference Standards: (a) Michigan Building Code; (b) Michigan Plumbing Code; (c) National Electric Code; (d) Michigan Mechanical Code; (e) State Elevator Code; (f) State Boiler Code; and (g) State Barrier Free Design Rules.

7.2 Sales and Use Tax and Other Similar Taxes:

7.2.1. The **Contractor** shall be responsible for and pay all Michigan sales and use taxes and any other similar taxes covering the Work that are currently imposed by legislative enactment and as administered by the Michigan Department of Treasury, Revenue Division. The **Owner** shall make a corresponding adjustment in Contract Price for any increase or decrease in sales, use and other similar taxes (excluding payroll taxes) covering the Work that are enacted after the date of Bid opening.

7.3 Safety and Protection:

7.3.1. The **Contractor** shall comply with and shall require all Subcontractors and Suppliers to comply with, all Laws governing the safety and protection of persons or property, including, but not limited to the Michigan Occupational Safety and Health Act (1974 PA 154, as amended, MCL 408.1001 *et seq.*) and all rules promulgated under the Act. The **Contractor** shall be responsible for all fines and penalties imposed for any related violation(s) of federal and State health and safety requirements. The **Contractor's** safety representative at the site shall be the superintendent required by the provisions of paragraph 4.2.2, unless otherwise designated in writing by the **Contractor**.

7.3.2. The **Contractor** shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs. The **Contractor** shall take all necessary precautions for the safety of, and shall erect and maintain all necessary safeguards and provide the necessary protection to prevent damage, injury or loss to: (a) all employees on the Work and other persons who may be affected by the Work, (b) all the Work and materials and equipment to be incorporated into the Work, whether stored on or off the site, and (c) other property at or adjacent to the site, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and Underground Utilities not designated for removal, relocation or replacement. In the event of severe weather, the **Contractor** shall immediately inspect the Work and the site and take all reasonably necessary actions and precautions to protect the Work and ensure that public access and safety are maintained.

7.3.2.1. All damage, injury or loss to the Work, materials and equipment and such other property caused, directly or indirectly, in whole or in part, by the **Contractor** shall be remedied by the **Contractor**, except to the extent due to fault of the Drawings or Specifications or to act or omission of the **Owner** or **Professional**, and not due to, directly or indirectly, in whole or in part, to the fault or negligence of the **Contractor** or any Subcontractor or Supplier.

7.3.2.2. The **Contractor** shall notify owners of adjacent property and Underground Utilities when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

7.3.2.3. Except as the division of responsibilities for safety may be otherwise delineated in writing between the **Owner** and **Contractor** in a Substantial Completion certificate, the **Contractor** duties and responsibilities for safety and protection shall continue until such time as the **Professional** is satisfied that the Work, or Work inspected, is completed and ready for final payment.

7.3.3. Use of Explosives – The **Contractor** shall comply with all federal, state, and local Laws governing the use of explosives, obtain and pay for any required permits before their use and furnish a copy of the permits to the **Professional** before using explosives. The **Contractor** shall, under the supervision of competent and suitably trained and qualified personnel, exercise the utmost care not to endanger life or damage property in the transportation, storage, handling, use and disposal of explosives, and in the use of Means and Methods. The **Contractor** shall be responsible for all injury, damage and adverse impacts outside the permit area resulting from the use of explosives (including an appropriate portion of the Delay and costs resulting from such injury, damage, and impacts).

7.4 Bonds and Insurance – General Requirements:

7.4.1. Both the Section 00610 Performance Bond and Section 00620 Payment Bond shall remain in full force and effect from the date of Contract Award until final completion of the Work or the end of the Correction Period, whichever comes later. The **Contractor** shall furnish any other bonds (e.g., manufacturer performance Bond or maintenance Bond) required by Section 00800 Supplementary Conditions or the technical Specifications.

7.4.2. The **Contractor** shall purchase and maintain insurance providing the coverages and limits designated in this Article. Insurance shall be provided by insurers authorized to do business as insurer in the State, as evidenced by a Certificate of Authority issued by the Department of Consumer and Industry Services – Insurance Bureau. Also, and unless otherwise authorized in writing by the **Owner**, insurers shall have an "A-" A.M. Best Company Rating and a Class VII or better financial size category as shown in the most current A.M. Best Company ratings. The **Contractor** shall not start to perform and furnish the Work, or continue with any part of the Work, unless the **Contractor** has in full force and effect all the required insurance.

7.4.3. Insurance policies shall contain a provision or endorsement stating that coverage will not be canceled or materially changed, or renewal refused unless at least thirty (30) Calendar Days prior written notice has been personally delivered or sent by registered mail to the **Owner** and **Contractor**. Any coverage nearing expiration during the period in which it is to remain in full force and effect shall be renewed before its expiration, and an acceptable certificate of insurance shall be filed with the **Owner** at least thirty (30) Calendar Days before it expires.

7.4.4. If any of the **Contractor's** sureties or insurers is declared bankrupt or placed into receivership, ceases to meet the requirements of the Contract Documents or its authority to do business in the State is revoked or expires, the **Contractor** shall immediately substitute other Bonds/sureties or insurers/policies, which shall meet the requirements of the Contract Documents.

7.5 The Contractor's Liability Insurance:

7.5.1. The **Contractor** shall maintain Workers' Compensation and Employer's Liability, Commercial General Liability, Commercial Automobile Liability, Excess Liability, and such other insurance as may be designated in Section 00800 Supplementary Conditions or as is appropriate for the Work. The **Contractor's** liability insurance shall provide protection from claims which may arise out of or result from the **Contractor's** performance and furnishing of the Work and the **Contractor's** other obligations under the Contract Documents, whether performed or furnished by the **Contractor**, any Subcontractor, any Supplier, or anyone for whose acts any of them may be liable.

7.5.2. Liability Insurance shall be endorsed to list as additional insureds the **State of Michigan** (Owner), its departments, divisions, agencies, offices, commissions, officers, employees and agents, the **Owner's** consultants, and agents, the **Professional**, and the **Professional's** consultants and agents, including their respective subsidiaries and affiliates and their respective directors, officers, shareholders, agents, or employees. The **Contractor** shall use the current Insurance Services Office (ISO) Form CG 20 09 for general liability insurance or equivalent, ISO Form CA 20 01 for automobile liability insurance or equivalent, and manuscript form for excess liability insurance. The insurance afforded to the additional insureds shall be primary, and neither the coverages nor limits under the **Contractor's** policies shall be reduced or prorated by the existence of any other insurance applicable to any loss that the additional insureds may have sustained. Workers' Compensation, Employer's Liability Insurance and all other liability insurance policies shall be endorsed to include a waiver of rights to recover from the **Owner**, **Professional** and the other additional insureds.

7.5.3. The **Contractor's** liability insurance shall remain in effect through the Correction Period and through any special correction periods that are implemented pursuant to the requirements of paragraph 9.5.3. Liability insurance issued on a claims-made basis and completed operations insurance shall be maintained for two (2) years after final payment, and evidence of coverage shall be furnished to the **Owner** yearly.

7.5.4. For any employee, resident of and hired in Michigan, the **Contractor** shall have insurance for benefits payable under Michigan's Workers' Compensation Law. For any other employee protected by Worker's Compensation Laws of any other state, the **Contractor** shall have insurance or participate in a mandatory state fund, where applicable, to cover the benefits payable to any such employee.

7.5.5. Commercial General Liability Insurance shall be equivalent to that provided by the current edition of standard ISO Form CG 00 01, and shall include contractual liability and underground, explosion and collapse hazard exposure operations and pile driving operations (if risk is present).

7.5.6. Commercial Automobile Liability Insurance coverage shall be equivalent to that provided by the current edition of the ISO Form CA 00 01 and include Michigan statutory requirements.

7.5.7. Excess Liability Insurance shall provide the following protections: employer's liability, general liability, and automobile liability. Excess Liability Insurance shall be at least as broad as the underlying policies of liability insurance.

7.5.8. Coverage Limits - Workers' Compensation and Employer's Liability Insurance shall conform to statutory limits under Michigan Law. Commercial General Liability limits shall be \$2,000,000.00 each occurrence, \$2,000,000.00 general aggregate, \$2,000,000.00 products and completed operations aggregate, and \$2,000,000.00 personal and advertising injury.

Commercial Automobile Liability limits shall be \$2,000,000.00 combined single limit. Excess Liability limits shall be \$2,000,000.00 each occurrence and aggregate, if the Contract Price is less than \$10,000,000.00, and \$5,000,000.00 each occurrence and aggregate, otherwise. Deductible amounts shall not exceed \$25,000.00.

7.5.9. The **Contractor** shall promptly notify the **Owner** in writing of (a) any reduction in coverage limits over \$100,000.00 resulting from Work under the Contract Documents or otherwise, and (b) any claim notice involving the Work. Notification of a claim shall provide full details and an estimate of the amount of loss or liability. If it turns out that the aggregate limits have been impaired to the extent that they are no longer adequate for the Work, the **Contractor** shall promptly reinstate the coverage limits and submit to the **Owner** certificates of insurance confirming that coverage has been reinstated to the specified limits.

7.5.10. These requirements shall not be construed to limit the liability of the **Contractor** or its insurers. The **Owner** does not represent that the specified coverages or limits of insurance are sufficient to protect the **Contractor's** interests or liabilities.

7.6 Pollution Liability Insurance

7.6.1. Pollution Liability Insurance in the amounts of not less than \$2,000,000 per occurrence is required.

7.7 Property Insurance (Builder's All Risk Insurance)

*7.7.1. The **Contractor** shall purchase and maintain property insurance for one hundred percent (100%) of the actual cash replacement value of the insurable Work (minimum amount to be the contract award amount) while in the course of construction, including foundations, additions, attachments, and all fixtures, machinery and equipment belonging to and constituting a permanent part of the building structure. The property insurance also shall cover temporary structures, materials and supplies of all kinds, to be used in completing the Work, only while on the building site premises or within five hundred (500) feet of the site. The property insurance shall insure the interests of the **Owner**, **Contractor** and all Subcontractors and Suppliers at any tier as their interests may appear. The property insurance shall insure against "all risk" of physical loss or damage to the extent usually provided in policy forms of insurers authorized to transact this insurance in Michigan. Any deductible shall be both the option and responsibility of the **Contractor**.

*7.7.2. A certificate or other proof of coverage shall be provided prior to final contract execution by the State. A copy of the master insurance policy will be made available to the **Owner** upon request.

7.7.3. The **Contractor** and **Owner** will cooperate in determining the actual cash replacement value of any insured loss. Any deductible amount shall be assumed or shared by the **Contractor** and Subcontractors, at any tier, in accordance with any agreement the parties in interest may reach.

7.7.4. The **Owner** may purchase and maintain for its benefit boiler and machinery insurance for boiler and machinery required to be registered and inspected by Law.

7.8 Waiver of Rights:

7.8.1. To the extent any losses and damages caused by any of the perils covered by property insurance covering the Work (whether under paragraph 7.7 or otherwise) are covered and payments are made, the **Owner** and **Contractor** waive all rights against each other for any such losses and damages and also waive all such rights against the **Professional** and all other Persons named as insureds or additional insureds in such policies. Each Sub agreement shall contain similar waiver provisions by the Subcontractor or Supplier in favor of the **Owner**, **Professional**, and all other Persons named as insureds or additional insureds. None of these waivers shall extend to the rights that any of the insureds may have to the proceeds of insurance held by the **Owner** as trustee or otherwise payable under a policy so issued.

7.8.2. The **Owner** and **Contractor** intend that the required policies of property insurance shall protect all the parties insured and provide primary coverage for all losses and damages caused by the perils covered. Accordingly, all such policies shall be endorsed to provide that in the event of payment of any loss or damage the insurer will have no rights of subrogation or other recovery against any of the parties named as insureds or additional insureds, and if the insurers require separate waiver forms to be signed by the **Professional** or the **Owner's** and **Professional's** consultants, the **Owner** will obtain such waiver forms, and if required of any Subcontractor or Supplier, the **Contractor** will obtain such waiver forms as well.

7.9 Receipt and Application of Proceeds:

7.9.1. Any insured loss under the policies of property insurance will be adjusted with the **Owner** and will be made payable to the **Owner** as trustee for the insureds, as their interests may appear, subject to the conditions of paragraph 7.9.2. The **Owner** shall deposit, in a separate account, and shall distribute monies received based on any agreement the parties in interest may reach. If no other distribution agreement is reached, the damaged Work shall be replaced or repaired, the monies received shall be used for that purpose and the Work Involved and resulting costs shall be covered by Change Order.

7.9.2. The **Owner**, as trustee, shall have power to adjust and settle any loss with the insurers unless a party in interest objects in writing within fifteen (15) Calendar Days after the occurrence of loss to the **Owner's** exercise of this power. If an objection is made, the **Owner** as trustee shall settle with the insurers pursuant to any agreement the parties in interest may reach.

***7.10 Unfair Labor Practice:**

*7.10.1. The **Owner**, pursuant to 1980 PA 278, as amended by MCL 423.321(b), may void and rescind the Contract if, at any time, the **Contractor** or any Subcontractor or Supplier appears on the register maintained by the Michigan Department of Consumer and Industry Services of employers who have been found in contempt of court by a Federal Court of Appeals on not less than three occasions involving different violations during the preceding seven (7) years for failure to correct unfair labor practices as prohibited by Section 8 of Chapter 372 of the National Labor Relations Act, 29 U.S.C. 158.

***7.11 Michigan Right-To-Know Law:**

*7.11.1. The **Contractor** shall comply with Section 14a-14n of the Michigan Occupational Safety and Health Act (MIOSHA), 1974 PA 154, as amended, MCL 408.1014a – MCL 408.1014n, commonly referred to as the “Michigan Right-to-Know Law” and the rules promulgated under the Act. The Act places certain requirements on employers to develop a communication program designed to safeguard the handling of hazardous chemicals through labeling of chemical containers and development and availability of Safety Data Sheets (SDS), and to provide training for employees who work with these chemicals and develop a written hazard communications program.

*7.11.2. Provisions of the Michigan Right-to-Know Law may be found in those sections of the Michigan Occupational Safety and Health Act (MIOSHA), which contain Right-to-Know provisions, and the Federal Hazard Community Standard, which is part of the MIOSHA Right-to-Know Law through adoption. The Act, rules and standards should be reviewed for additional requirements.

*7.11.3. The Michigan Right-to-Know Law also provides for specific employee rights, including the right to be notified of the location of SDS and to be notified at the site of new or revised SDS within five (5) Business Days after receipt and to request SDS copies from their employers. The **Contractor**, employer or Subcontractor shall post and update these notices at the site.

***7.12 Nondiscrimination:**

*7.12.1. The **Contractor** and each Subcontractor and Supplier covenants to comply with the following requirements:

*7.12.1.1. Not to discriminate against any employee or employment applicant because of race, religion, color, national origin, age, sex (as defined in *Executive Directive 2019-09*), height, weight, marital status, or a physical or mental disability that is unrelated to the individual's ability to perform the duties of the particular job or position.

*7.12.1.2. To take action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, age, sex, height, weight, marital status, or a physical or mental disability that is unrelated to the individual's ability to perform the duties of the particular job or position. Such action shall include, but is not limited to employment upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

*7.12.1.3. To state, in all solicitations or advertisements for employees, that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, sex, height, weight, marital status, or a physical or mental disability that is unrelated to the individual's ability to perform the duties of the particular job or position.

*7.12.1.4. To send, or have its collective bargaining representative send, each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising that labor union or worker's representative of commitments under this provision.

*7.12.1.5. To comply with the Elliot-Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2201 et seq.; the Michigan Persons With Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 et seq.; *Executive Directive 2019-09*; and all published rules, regulations, directives, and orders of the Michigan Civil Rights Commission which may be in effect on or before the date of Bid opening.

*7.12.1.6. A breach of the covenants set forth in paragraphs 7.12.1.1 through 7.12.1.5 shall be regarded as a material breach of the Contract.

*7.12.2. The **Contractor** shall furnish and file compliance reports within the times, and using the forms, prescribed by the Michigan Civil Rights Commission. Compliance report forms may also elicit information as to the practices, policies, programs, and employment statistics of the **Contractor** and Subcontractors. The **Contractor** shall permit access to Records by the Michigan Civil Rights Commission and its agent for the purposes of ascertaining compliance with the Contract Documents and with rules, regulations, and orders of the Michigan Civil Rights Commission.

*7.12.3. If, after a hearing held pursuant to its rules, the Michigan Civil Rights Commission finds that the **Contractor** has not complied with the nondiscrimination requirements of the Contract Documents, the Michigan Civil Rights Commission may, as part of its order, certify said findings to the **Board**. Upon receipt of certification, the **Board** may order the cancellation of the Contract and/or declare the **Contractor** ineligible for future contracts with the State, until the **Contractor** complies with said order of the Michigan Civil Rights Commission.

***7.13 Michigan Residency for Employees:**

*7.13.1. Fifty percent (50%) of the persons employed on the Work by the **Contractor** shall have been residents of the State of Michigan for not less than one year before beginning employment on the Work. This residency requirement may be reduced or omitted in writing, at the sole discretion of the **Owner**, to the extent that Michigan residents are not available or to the extent necessary to comply with federal Law concerning federal funds used for the Project. A breach of this requirement shall be considered a material breach of the Contract.

*7.13.2. This residency requirement shall not apply to the **Contractor** or to any Subcontractor if the **Contractor** or any such Subcontractor is signatory to collective bargaining agreements which allow for the portability of employees on an interstate basis (The Management and Budget Act, 1984 PA 431, as amended, MCL 18.1241a).

***7.14 Prevailing Wages:**

*7.14.1. To the extent applicable, Contractor will comply with federal and state prevailing wage requirements. The wage and classification schedules applicable for this project/location are included in Appendix III.

*7.14.2. Federal Prevailing Wages - If a project is funded in whole or in part by federal dollars, the Contractor and all Subcontractors must comply with the most recent version of Federal Provisions Addendum and all Laws pertaining to occupational classifications and prevailing wage requirements as follows:

1. FEDERAL PROVISIONS ADDENDUM

- a. The most current version of Federal Provisions Addendum shall apply to this contract and is included in Appendix III.

2. DAVIS BACON ACT WAGE AND CLASSIFICATIONS

a. If applicable, the Contractor (and its Subcontractors) for prime construction contracts in excess of \$2,000 must comply with the Davis-Bacon Act (40 USC 3141-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

b. The Contractor (and its Subcontractors) shall pay all mechanics and laborers employed directly on the site of the work, unconditionally and at least once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the advertised specifications, regardless of any contractual relationship which may be alleged to exist between the Contractor or subcontractor and the laborers and mechanics.

- c. The Contractor will post the scale of wages to be paid in a prominent and easily accessible place at the site of the work.

d. There may be withheld from the Contractor so much of accrued payments as the contracting officer considers necessary to pay to laborers and mechanics employed by the Contractor or any Subcontractor on the work the difference between the rates of wages required by the Contract to be paid laborers and mechanics on the work and the rates of wages received by the laborers and mechanics and not refunded to the Contractor or Subcontractors or their agents.

e. The Contractor shall maintain payrolls and basic records relating thereto for a period of three (3) years after the project; contractor shall submit Certified Payroll Reports using US Department of Labor Wage and Hour Division Form WH-347 for each weekly payroll to support and document compliance with the Davis Bacon Wage rates.

- f. Davis Bacon wage and classification schedules applicable for this project/location are included in Appendix III.

***** Note to the Professional: The Professional should request if Federal Provisions are required and if so obtain Wage Determinations applicable for the counties in which the Project is located from <https://sam.gov/content/wage-determinations>. If Federal Provision are not required, request State of Michigan Prevailing Wage Determinations from the Project Director.**

7.14.3. State Prevailing Wages - The following provisions apply when 2023 PA 10, as amended, MCL 408.1101 et seq. applies.

7.14.3.1. Prevailing Wage and Fringe Benefits--The rates of wages and fringe benefits to be paid to each class of Construction Mechanic by Contractor and Subcontractors must not be less than the wage and fringe benefit rates prevailing in the locality in which the work is performed.

7.14.3.2 Nondiscrimination, Nonretaliation- Contractor or a Subcontractor shall not discharge, discipline, retaliate against, or otherwise discriminate against a Construction Mechanic, or threaten to do any of these things, because the Construction Mechanic reported or was about to report a violation or suspected violation of the act.

7.14.3.3. Construction Mechanics under this Contract are intended beneficiaries of the contractual prevailing wage, fringe benefit, and nondiscrimination nonretaliation requirements of the Contract. Any such Construction Mechanic aggrieved by failure of a contractor or subcontractor to pay prevailing wages or benefits as specified in the Contract, or by violation of section 7 of 2023 PA 10, in addition to any other remedies provided by law, may bring an action in a court of competent jurisdiction against such contractor or subcontractor for damages or injunctive relief and may be awarded reinstatement or other appropriate relief, and all damages sustained, together with actual costs and attorney fees at trial and on appeal.

7.14.3.4. Contractor and Subcontractors shall keep posted on the construction site, in a conspicuous place, a copy of all prevailing wage and fringe benefit rates prescribed in this Contract and shall keep an accurate record showing the name and occupation of and the actual wages and benefits paid to each Construction Mechanic employed by it in connection with the Contract. This record shall be available for reasonable inspection by the State.

7.14.3.5 **Contractor** must immediately notify the **Owner** if **Contractor's** state project registration or a **Subcontractor's** state project registration is no longer valid (i.e. suspended, revoked or not renewed) at any time during the term of the Contract.

7.14.3.6. Contractor is to submit certified payrolls, including contractor and subcontractor, not later than 10-days after the end of a pay period to the Department of Labor and Economic Opportunity database via the internet through the Online Certified Payroll Submission process the Contractor signed up for to receive their State Project Registration, 2023 PA 10 as amended, MCL 408.1122. State certified payroll is not to be submitted to DTMB at any time.

7.15 Asbestos Abatement:

7.15.1 For projects requiring Asbestos Abatement, the Contractor must comply with PA 59 of 2024, MCL 338.3371 et seq. as applicable and with APPENDIX II – ASBESTOS ABATEMENT PROJECT PROCEDURES as part of and in conjunction with all other contract requirements.

8.1 Starting the Work:

8.1.1. Within fifteen (15) Calendar Days after the **Owner** executes the Section 00500 Agreement, a pre-construction conference will be held. The conference will be intended, without limitation, to (a) review the **Contractor's** Schedule of Shop Drawing submissions; (b) review the qualifications of key **Contractor** personnel; (c) review the **Contractor's** proposed normal working hours and plans for laydown, staging, construction traffic, access to the site, parking and other similar matters; (d) review procedures for Submittals, clarifications and interpretations (including reasonable times for response turnaround), Change Orders, Change Authorizations and Record Documents; and (e) exchange twenty-four (24) hour emergency telephone numbers for key personnel.

8.1.2. The **Contractor** shall start the Work on the Date of Commencement of the Contract Time. No Work shall be started at the site before such is allowed by the Contract Documents.

8.2 Revision 0 (Rev. 0) Schedule and Cost Submittals:

8.2.1. The **Contractor** shall deliver the interim Rev. 0 Progress Schedule, Schedule of Shop Drawing submissions and Rev. 0 Progress Schedule as required in the Contract Documents. The **Contractor** shall correct and adjust any Rev. 0 Submittal returned for revision. The finalized Revision 0 *As-Planned* Schedule shall be the Progress Schedule from which Revision Schedules shall be developed and used by the **Contractor** when making proposals or claims for adjustments in Contract Time and/or Contract Price.

8.3 Compliance with Contract Time Requirements:

8.3.1. The **Contractor** shall prosecute the Work with the diligence necessary to ensure its completion within the Contract Times. The **Contractor** shall provide sufficient management, supervision, labor, materials and equipment, and the **Contractor** shall undertake appropriate action promptly to recover schedule when necessary to comply with the Contract Times.

8.3.2. Unless disallowed by any Law or modified in another Section of the Specifications, a daily schedule from 06:00 AM to 06:00 PM, during Business Days, shall be normal working hours. Except in an Emergency, or as may be required by the **Contractor's** safety and protection obligations, or as the **Owner** and **Contractor** may otherwise agree, all Work at the site shall take place during normal working hours. The **Contractor** shall provide written notice to the **Owner** at least twenty-four (24) hours and up to seventy-two (72) hours if so, noted for projects specific requirements such as Correctional Facilities, before performing Work outside of normal working hours.

8.3.3. Unless otherwise agreed in writing by the **Owner**, for any Work actually performed outside of normal working hours, the **Contractor** shall reimburse the **Owner** any related increases in costs the **Owner** incurs, provided those costs are costs which the **Contractor** could reasonably have foreseen, and which are not offset through the earlier completion of the Work resulting from working outside of normal working hours. Examples of **Owner** costs include, but are not limited to, overtime charges of the **Professional** and payments for custodial and security personnel.

8.3.4. Early Dates in the Progress Schedule shall be based on proceeding with all or part of the Work exactly on the date when the corresponding Contract Time commences to run. Late Dates shall be based on completing all or part of the Work exactly on the corresponding Contract Time, regardless of whether the **Contractor** anticipates early completion or not. If sequences of Work are indicated in or required by the Contract Documents, the Progress Schedule shall show in sufficient detail the **Contractor's** approach to conforming with those sequences.

8.3.5. The Progress Schedule shall reflect the **Contractor's** approach to Work remaining, be employed when reporting on progress or schedule recovery and facilitate the evaluation of Requests for Payment, as provided in the Contract Documents.

8.3.6. The **Contractor** shall carry on the Work with due diligence during all disputes or disagreements with the **Owner**. No Work shall be delayed or postponed pending resolution of any disputes or disagreements. The **Contractor** shall exercise reasonable precautions, efforts, and measures to avoid or mitigate situations that would cause Delays.

8.4 Substantial Completion:

8.4.1. The **Contractor** shall conduct inspections of the Work to verify the extent of completion. The **Contractor** shall provide to the **Owner** a list of items to be completed or corrected resulting from the inspections whenever the **Contractor**, upon completing all pre-requisite testing of the Work, considers that the Work, or any portion of the Work designated in the Contract Documents as having a separate, specified Substantial Completion, has progressed to the point that it is substantially complete.

8.4.2. Within a reasonable time after receiving the **Contractor's** list of items to be completed or corrected, the **Owner**, **Professional** and **Contractor** shall jointly conduct a Substantial Completion inspection. If, after consulting with the **Owner**, the **Professional** does not consider the Work, or portion of the Work inspected, substantially complete, the **Professional**, within twenty (20) Calendar Days after the inspection, will deliver to the **Owner** and **Contractor** a list of incomplete or Defective Work sufficient to demonstrate the basis for that determination.

8.4.3. If the **Professional** and **Owner** agree that the entire Work, or that the portion of the Work inspected, is substantially complete, the **Professional** will deliver to the **Owner** and **Contractor** a certificate of Substantial Completion with a Punch List.

The certificate shall (a) fix a reasonable date of Substantial Completion, (b) fix a date for completion of the Punch List to the satisfaction of the **Professional**, and (c) recommend the division of responsibilities between the **Owner** and **Contractor**. Neither the Work, nor any portion of the Work inspected, shall be substantially complete, unless the **Owner** can use the Work, or designated portion of the Work inspected, for the use intended.

8.4.4. Upon Substantial Completion of the Work, or designated part of the Work on which separate Substantial Completion and Contract Price are specified, payment may be made in full subject to (a) a withholding of two hundred percent (200%) of the value of any uncompleted Work, as determined by the **Professional**, and (b) any other deductions as the **Professional** may recommend or the **Owner** may withhold to cover Defective Work, liquidated damages and the fair value of any other items entitling the **Owner** to a withholding.

8.4.5. To the extent **Owner** training is required before Substantial Completion, the **Contractor** will provide the **Owner** copies of all related operating and maintenance (O&M) documentation before the start of training. Where **Owner** training for a portion of the Work is not required before Substantial Completion, the related O&M documentation will be provided no later than Substantial Completion. Final O&M documentation (with revisions made after Substantial Completion), will be furnished by the **Contractor** to the **Owner** before the request for final payment.

8.5 Partial Use:

8.5.1. Before Substantial Completion of the entire Work, the **Owner** may, at its sole option, use any portion of the Work for which a separate Substantial Completion has been specified in the Contract Documents. Before Substantial Completion of the entire Work, the **Owner** may, at its sole option, use any portion of the Work considered by the **Owner**, **Professional** and **Contractor** to be separately functioning Work that can be used without significant interference with the **Contractor's** completion of the balance of the Work, even though a Substantial Completion for such Work is not specified in the Contract Documents.

8.5.2. If the **Owner** decides to use any portion of the Work, it shall inform the **Contractor** in writing. Unless such portion of the Work has undergone a Substantial Completion inspection under paragraph 8.4.2, within a reasonable time after receipt of the notice, the **Owner**, **Contractor** and **Professional** shall jointly make an inspection to determine the extent of completion. If the portion of the Work inspected is substantially complete, the provisions of paragraph 8.4.3 shall be followed by the **Owner**, **Professional** and **Contractor**. If the portion of the Work inspected is not substantially complete, the **Professional** will prepare a list of items remaining to be completed or corrected before that portion of the Work is considered substantially complete. Upon completing the list, the **Professional** will deliver the prepared list of items to the **Owner** and **Contractor**.

8.5.3. There shall be attached to the list a written recommendation about the division of responsibilities between the **Owner** and **Contractor** for those matters enumerated in paragraph 8.6.1 with respect to that portion of the Work, pending Substantial Completion of that portion of the Work and the entire Work. During Partial Use, and before Substantial Completion of the portion of the Work under Partial Use, the **Owner** shall allow the **Contractor** reasonable access to complete or correct listed items and to complete other Work. The **Owner** will not start any Partial Use unless the property insurer, by endorsement or like acceptable procedure, has acknowledged receipt of notice of and consent to Partial Use.

8.6 Division of Responsibilities:

8.6.1. A certificate of Substantial Completion will include the **Professional's** recommendation about the division of responsibilities between the **Owner** and **Contractor** for utilities, security, safety, insurance, maintenance, etc. The **Owner** and **Contractor** will accept the division of responsibilities recommended by the **Professional** or shall negotiate a mutually agreeable split of responsibilities, which shall bind the **Owner** and **Contractor** when the **Owner** starts Partial Use.

8.7 Suspension of Work:

8.7.1. Suspension of Work Order – The **Owner** may, at any time, order the **Contractor** in writing to defer, stop, slow down, suspend or interrupt all or any part of the Work for such period as the **Owner** may determine appropriate for its convenience. If any such written order Delays performance for an unreasonable period, the **Owner** will amend the Contract Documents to provide for a corresponding adjustment in Contract Time and/or Contract Price (excluding Fee under paragraph 11.11).

8.7.2. Constructive Suspension of Work – If performance of all or any part of the Work is, for an unreasonable period, deferred, stopped, slowed down, suspended or interrupted by any other act or failure to act of the **Owner** or **Professional**, or act or event attributable to the **Owner** under the Contract Documents, the **Owner** will negotiate with the **Contractor** or authorize an adjustment in Contract Time and/or Contract Price (excluding Fee under paragraph 11.11.1) for any increase in the time required to complete the Work and/or the **Contractor's** cost of performance.

8.7.3. Suspension of Work Limitation – No adjustment in Contract Price under paragraphs 8.7.1 or 8.7.2 shall be made to the extent performance is delayed by any other cause, including any act or omission within the control of the **Contractor**. Further, no suspension of

Work shall justify an increase in Contract Price or Contract Time unless the resulting Delay exceeds the time allowed in the Contract Documents for the act or failure to act.

8.7.4. If the **Contractor** believes a suspension of Work justifies an increase in Contract Price or Contract Time, the **Contractor** shall give prompt written notice to the **Owner** and submit a written proposal promptly after the extent of the Delay becomes known. However, no proposal or claim by the **Contractor** on account of a suspension of Work shall be allowed (a) for any Delay or costs incurred more than thirty (30) Calendar Days before the **Contractor** gives written notice (except for written orders under paragraph 8.7.1), or (b) if made after final payment.

8.8 Sharing of Total Float On Non-Critical Paths:

8.8.1. The Progress Schedule shall be in the form of a Critical Path Schedule, Total Float on non-Critical Paths shall be available to the **Owner**, to the extent the **Owner's** use is reasonable given the Total Float remaining for the Work affected. If any such **Owner's** use of Total Float causes Delay which materially increases the **Contractor's** cost to complete the Work affected, and the **Contractor** notifies the **Owner** in writing and proceeds to support the assertion to the **Owner's** satisfaction, the **Owner** will correspondingly adjust Contract Price for any such material changes in the **Contractor's** cost to complete the Work.

8.8.2. The amount of Total Float available in the Progress Schedule shall not be artificially reduced by suppressing Total Float merely for the sake of voiding Total Float. Total Float hidden through the use of such techniques as preferential sequencing; slow or late starts of follow-on trades; restraining a Contract Time by Work actually required for a later Contract Time; the use of small crews, extended durations, imposed dates; and so forth, shall be Total Float otherwise available for sharing with the **Owner** under the provisions of paragraph 8.8.1.

ARTICLE 9 WARRANTY; TESTS, INSPECTIONS AND APPROVALS; CORRECTION OF WORK

9.1 Warranty:

9.1.1. The **Contractor** warrants to the **Owner** that all Work will conform to the Contract Documents and will not be Defective. Reasonably prompt notice of Defective Work of which the **Owner** or **Professional** has actual knowledge shall be given to the **Contractor**, but failure to do so will not void the **Contractor's** warranty unless actual prejudice results from such untimely notice. The **Contractor's** warranty excludes defect or damage caused by (a) abuse, modification by others, insufficient or improper operation or maintenance, or (b) normal wear and tear under normal usage.

9.1.2. Manufacturer warranties for materials and equipment received by the **Contractor** shall be assigned and promptly delivered to the **Owner**. Manufacturer warranties shall be in full force and effect for the entire duration of the Correction Period.

9.2 Tests, Inspections and Approvals:

9.2.1. The **Owner**, **Professional**, their representatives and consultants, testing agencies and those State agencies and Political Subdivisions with jurisdiction shall be permitted access to the Work at reasonable times while the Work is in progress for On-Site Inspection and/or inspection, testing or approval. The **Contractor** shall provide proper and safe conditions for such access. The **Contractor** shall give the **Professional** timely notice whenever any Work is ready for inspections, tests, or approvals, so that the **Professional** may observe such inspections, tests, or approvals. Tests, inspections, or approvals shall not in any way relieve the **Contractor** from the **Contractor's** obligations to perform the Work in accordance with the Contract Documents or warrant the Work as provided in the Contract Documents.

9.2.2. Unless otherwise provided in Section 00800 Supplementary Conditions, the **Owner** will retain a testing agency, directly or through the **Professional**, to perform inspections, tests or approvals required by the Contract Documents except for those inspections, tests or approvals specifically designated to the Contractor in the Contract Documents. The **Owner** will pay the charges of the testing agency, except if related to tests, inspections or approvals required by Law or otherwise charged to the **Contractor** under the provisions of paragraph 9.2.4 or 9.3.

9.2.3. The **Contractor** shall assume full responsibility for any testing, inspection, or approval (a) required by Law, (b) indicated in or required by the Contract Documents as designated to the Contractor, or (c) required for the **Professional's** acceptance of a Supplier, materials or equipment or mix designs submitted for prior approval by the **Contractor**. The **Contractor** shall (a) pay all related costs, except costs assumed by the **Owner** under paragraph 9.2.2, (b) schedule related activities, and (c) secure and furnish to the **Professional** the required certificates of inspection, testing or approval.

9.2.4. The **Contractor** shall be responsible for any testing, inspection or approval that reveals Defective Work, including an appropriate portion of the Delay and costs occasioned by such discovery of Defective Work. Examples of such costs assumed by the **Contractor** include, but are not limited to, charges of the **Professional** for repeated On-Site Inspections and, to the extent designated in the pertinent Specification, repeat testing, inspection, or approval charges by testing agencies.

9.3 Uncovering Work:

9.3.1. Any Work covered without the **Professional's** prior written concurrence shall, when requested by the **Professional**, be uncovered, exposed, or otherwise made available for On-Site Inspection, testing, inspection, or approval as the **Professional** may require, and replaced, if necessary. This requirement applies to Work, which requires On-Site Inspection by the **Professional**, based on the Contract Documents or on specific On-Site Inspection procedures of which the **Professional** notifies the **Contractor** in advance. This requirement also applies to Work, which is to be inspected, tested, or approved by others. The **Contractor** shall be responsible for any such uncovering, exposure, On-Site Inspection, testing, inspection, and satisfactory reconstruction, including an appropriate portion of the Delay and costs, unless the **Contractor** gave the **Professional** timely written notice of the **Contractor's** intentions to cover such Work and the **Professional** failed to act with reasonable promptness in response to such written notice.

9.3.2. The **Contractor**, at the **Professional's** request, shall uncover, expose, or otherwise make available for On-Site Inspection, inspection, testing or approval any covered Work otherwise not required to be observed or inspected, tested, or approved before covering, if the **Professional** determines that such covered Work shall be on-site inspected by the **Professional** or inspected, tested, or approved by others. The **Contractor** shall be responsible for any such uncovering, exposure, On-Site Inspection, inspection, testing and satisfactory reconstruction, including an appropriate portion of the Delay costs, whenever any such uncovered Work is found to be Defective. If, however, any such Work uncovered at the **Professional's** request is not found Defective, the **Owner** will amend the Contract Documents to provide for a corresponding adjustment in Contract Price and/or Contract Time.

9.4 Correction of Work:

9.4.1. Before the Correction Period – If required by the **Professional**, the **Contractor** shall correct all Defective Work, whether fabricated, installed or completed or not. If any Work is rejected by the **Professional** or if any testing, inspection, or approval reveals Defective Work, the **Contractor** shall promptly, as direct, remove the Defective Work from the site and replace it with non-Defective Work. The **Contractor** shall bear responsibility for its proportionate share of the Delay and costs resulting from the correction and/or the removal and replacement of Defective Work.

9.4.1.1. If the **Contractor**, within reasonable time after receipt of written notice, (a) fails to correct Defective Work or remove and replace rejected Work, or (b) fails to correct or complete items on any Punch List, or (c) fails to perform Work in accordance with the Contract Documents, or (d) fails to comply with any other provision of the Contract Documents, the **Owner**, after seven (7) Calendar Days' written notice to the **Contractor**, may correct and remedy the deficiency. To the extent necessary to correct and remedy such deficiency, the **Owner** shall be allowed to exclude the **Contractor** from all or part of the site; take possession of all or part of the Work and stop related operations of the **Contractor**; take possession of the **Contractor's** tools, plant and office and construction equipment at the site; and incorporate into the Work materials and equipment for which the **Owner** has paid the **Contractor**. The **Contractor** shall allow the **Owner** and **Professional** access to the site as the **Owner** may require completing corrective and remedial action. The **Owner** shall be entitled to an appropriate decrease in Contract Price for all claims, costs, losses, damages, and Delay incurred or sustained by the **Owner** which are attributable to the **Contractor**. Costs assumed by the **Contractor** under this provision include, without limitation, costs of correction or removal and replacement of Defective Work, costs of repair and replacement of other work destroyed or damaged by the action and related charges of the **Professional**.

9.4.1.2. Instead of requiring correction or removal and replacement of any Defective Work, the **Owner**, with the advice of the **Professional**, may prefer to accept any Defective Work. In any such case, the **Contractor** shall bear its proportionate share of the Delay and costs associated with the **Owner's** determination to accept the Defective Work. If the **Owner's** acceptance of the Defective Work takes place before the **Professional's** recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents, and the Contract Price shall be adjusted accordingly.

9.4.2. Correction Period – The Contract Documents provide for one Correction Period for the entire Work, whether Partial Use of any portion of the Work is designated as eligible by the Contract Documents or not. The Correction Period shall start on the date of Substantial Completion of the Work, or on a later date, if so, provided in the Contract Documents. The Correction Period shall last one year, or longer, if so, specified in the Contract Documents.

9.4.3. Correction of Work During the Correction Period – The **Contractor** shall correct Defective Work or, if rejected by the **Owner**, remove from the site, and replace any Defective Work with non-Defective Work. The **Contractor's** corrective action shall be in accordance with the **Owner's** written instructions and shall be accomplished at the **Contractor's** sole expense. If the Defective Work causes an Emergency or unacceptable risk of loss or damage, the **Contractor** shall take immediate action to correct or remove and replace the Defective Work.

9.4.3.1. If the **Contractor** fails to take corrective action in accordance with the terms of any such **Owner** written instruction, the **Owner**, directly or through others under contract with the **Owner**, may correct or remove and replace the Defective Work.

In any such case, the **Contractor** shall bear its proportionate share of all resulting claims, costs, losses, and damages. If the **Owner** and the **Contractor** are unable to agree as to the amounts due by the **Contractor** to the **Owner** under the provisions of this paragraph, the **Owner** may deliver a claim, in accordance with the procedures and within the deadlines set forth in Article 15. If the discovery of the Defective Work takes place after final payment and the **Contractor** fails to pay the **Owner** any of the amounts due under the provisions of this paragraph, the **Owner** shall demand due performance under Section 00610 Performance Bond and Article 14 or deliver a claim, in accordance with the procedures and within the deadlines set forth in Article 15, or both.

9.4.4 After the Correction Period – Until the period of limitation provided by Michigan Law, the **Contractor** shall promptly correct Defective Work upon receipt of written notice from the **Owner**. If appropriate under the circumstances or, in the event of an Emergency or unacceptable risk of loss or damage, the **Owner**, directly or through others under contract with the **Owner**, may correct or remove and replace the Defective Work.

9.4.5. It is not the intent of paragraph 9.4 or paragraph 9.5 to establish a period of limitations for the **Contractor's** warranty or to limit the obligations of the **Contractor** to warrant that the Work will not be Defective. The specified correction of Work requirements relates only to the specific obligation of the **Contractor** to correct or remove and replace Defective Work. The specified correction of Work requirements has no limitation on the rights of the **Owner** to have Defective Work corrected or removed and replaced, if rejected, except as otherwise provided by Michigan Law.

9.5 Special Correction Period Requirements:

9.5.1. Whenever the **Owner** undertakes Partial Use of any portion of the Work specifically designated as eligible for Partial Use in the Contract Documents, the warranties for all materials and equipment incorporated into that portion of the Work shall remain in full force and effect between the start of such Partial Use and the date when the Correction Period starts. If no separate price for such special correction period was requested in Section 00300 Bid Form and made part of the Contract Documents, the **Owner** will appropriately adjust the Contract Price.

9.5.2. Whenever the **Owner** undertakes Partial Use of any portion of the Work because any act or omission within the control of the **Contractor** Delays completion of the Work, or any portion of the Work, within a designated Contract Time, the warranties for all materials and equipment incorporated into that portion of the Work shall, at no adjustment in Contract Price, be maintained in full force and effect between the beginning date of such Partial Use and the date when the Correction Period starts.

9.5.3. The correction period for any Defective Work that is corrected or rejected and replaced within the last three (3) months of the Correction Period shall be extended by an additional six (6) months, starting on the date such Work was made non-Defective.

9.5.4. The Contract Documents may require the Correction Period to start on a date later than the date of Substantial Completion of the entire Work. If such is the case, and the **Owner** advances or defers the start of the Correction Period, the **Contractor** shall maintain the warranties for materials and equipment until the revised starting date of the Correction Period. If no separate price for such advance or deferment was requested in Section 00300 Bid Form and made part of the Contract Documents, the **Owner** will amend the Contract Documents to appropriately adjust the Contract Price.

9.6 Special Maintenance Requirements:

9.6.1. If the Contract Documents specify that the entire Work, or a portion of the Work, upon reaching Substantial Completion, shall not be placed in use by the **Owner**, the **Contractor** shall maintain the Work, or specified part of the Work, in good order and proper working condition and shall take all other actions necessary for its protection between the certified date of Substantial Completion and the date when the Work, or designated part of the Work, is placed in use.

9.6.2. If no separate price for such special maintenance period was requested in Section 00300 Bid Form and made part of the Contract Documents, the **Owner** will amend the Contract Documents to appropriately increase the Contract Price.

ARTICLE 10 CHANGES

10.1 Changes in the Work:

10.1.1. Changes in the Work – The **Owner** is entitled to make changes within the general scope of the Work consisting of (a) additions, deletions or other revisions in the Specifications and Drawings, any Means and Methods or the **Owner**-furnished lands, equipment, materials, or services, or (b) directing acceleration of the Work. Changes in the Work may be accomplished through negotiated, *bilateral* Change Orders or *unilateral* Change Orders or result from any other properly authorized written order from the **Owner** or **Professional** which represents a constructive change.

10.1.2. Negotiated Changes – The **Owner** may negotiate changes in the Work by directing the **Professional** to prepare a Bulletin in numerical sequence describing the change being considered. Upon receiving a Bulletin, the **Contractor** (with the appropriate Subcontractors) shall evaluate the described change and quote the Bulletin. In estimating adjustments in Contract Price and/or Contract Time, the **Contractor** shall follow the provisions, including the breakdown requirements, specified in Article 11.

10.1.3. Constructive Changes – Any written order (including instruction, interpretation, determination, authorization, or approval) from the **Owner** or **Professional** that causes a change in the Contract Documents shall constitute a change in the Work, provided the **Contractor** or the **Owner** gives prompt, written notice of a change to the other (with copy to the **Professional**) stating the date, circumstances, and source of the change.

10.1.3.1. Upon receipt and evaluation of the written notice, if the **Owner** agrees, with the **Professional's** advice, that a change within the general scope of the Work has been ordered, the **Owner** shall, by Change Order or Change Authorization, correspondingly amend the Contract Documents. If the **Owner** finds that a change within the general scope of the Work has not been ordered, and the **Contractor** disagrees, the **Contractor** may deliver notice of a claim and a claim Submittal in accordance with the procedures and within the deadlines set forth in Article 15.

10.1.3.2. **No proposal or claim** by the **Contractor** on account of changes under paragraphs 3.2.1, 10.1.3 or any other matter for which Contractor asserts added cost or time **shall be allowed unless initiated by written notice** of such proposal or claim to the Professional and Owner **within 21 days after the occurrence of the event giving rise to such proposal or claim or within 21 days after the contractor first recognizes the condition giving rise to the proposal or claim**. A full and detailed breakdown of cost and time requested, with supporting documentation, if not provided with initial notice shall be delivered to Professional and Owner within 15 days of the notice, as noted in article 11.1.2, unless otherwise agreed in writing, by the Owner prior to expiration of such time.

10.1.4. **Unilateral Changes** – If, in negotiations, the **Owner** and **Contractor** are unable to agree on the adjustment in Contract Price or Contract Time corresponding to any change in the Work, the **Owner** may issue a *unilateral* Change Order. Upon receiving any such Change Order, the **Contractor** shall promptly proceed or continue with the Work Involved as required by the Change Order.

10.1.4.1. *Unilateral* Change Orders may adjust Contract Price and/or Contract Time, as the **Owner**, with the advice of the **Professional**, may determine appropriate. Contract Price may be adjusted on a *lump sum* basis or an *actual cost, not to exceed* basis. If the **Contractor** disagrees with the extent of the adjustments in Contract Price and/or Contract Time made by any such *unilateral* Change Order, the **Contractor** may deliver notice of a claim and a claim Submittal in accordance with the procedures and within the deadlines set forth in Article 15.

10.2 Differing Subsurface or Physical Site Conditions:

10.2.1. The Contract Documents make available Authorized Technical Data concerning subsurface site conditions and physical conditions of existing surface and subsurface facilities at the site. Consistent with Section 00100 Instructions to Bidders, except for reasonable reliance on the accuracy of Authorized Technical Data, the **Owner** does not warrant that Authorized Technical Data is necessarily sufficient and complete for the purposes of selecting Means and Methods, initiating, maintaining, and supervising safety precautions and programs or discharging any other obligation assumed by the **Contractor** under the Contract Documents.

10.2.2. The **Contractor** or **Owner** shall notify the other in writing if the **Contractor** or **Owner**, respectively, discovers that (I) actual subsurface conditions or latent physical conditions of existing surface and subsurface facilities encountered at the site differ materially from those shown or indicated in the Contract Documents, or (II) unknown subsurface conditions or unknown physical conditions of existing surface and subsurface facilities encountered at the site, of an unusual nature, differ materially from those ordinarily encountered and recognized as inherent in work similar in character to the Work. A written notice from the **Contractor** shall be delivered promptly before the conditions are disturbed and before proceeding with the affected Work. A written notice from the **Owner** shall be delivered promptly after the **Owner** has knowledge of the differing subsurface or physical conditions.

10.2.2.1. Upon receipt or delivery of any such notice, the **Owner** shall investigate the differing conditions asserted. If, with the **Professional's** advice, the **Owner** determines that conditions on which the **Contractor** is entitled to rely do differ materially, the **Owner** will amend the Contract Documents to provide for any changes in the Work and adjustments in Contract Price and Contract Time made necessary by the differing conditions and any resulting Delay which is not reasonably anticipatable under the circumstances and which is attributable to the **Owner** and/or **Professional**. Unless the **Owner** and **Contractor** otherwise agree, no increase in Contract Time shall be made for any suspension of Work made necessary by any differing subsurface conditions, if the suspension of Work lasts less than ten (10) Calendar Days.

10.2.2.2. If the **Owner** determines that the actual conditions encountered and those conditions on which the **Contractor** is entitled to rely do not differ materially, and the **Contractor** disagrees with the **Owner's** determination, the **Contractor** may deliver notice of a claim and a claim Submittal in accordance with the procedures and within the deadlines set forth in Article 15.

10.2.2.3. No proposal or claim by the **Contractor** due to differing site conditions shall be allowed (a) if the **Contractor** knew of their existence before submitting its Bid or if those conditions could have been discovered by any reasonable examinations for which the **Contractor**, as Bidder, was made responsible under the Bidding Requirements, **and/or** (b) unless the **Contractor's written notice** is provided **within not more than 21 days after the contractor first recognizes the condition giving rise to the proposal or claim and gives the Owner adequate opportunity to investigate the asserted differing site conditions**. A full and detailed breakdown of cost and time requested, with supporting documentation, if not provided with initial notice shall be delivered to Professional and Owner within 15 days of the notice, as noted in article 11.1.2, unless otherwise agreed in writing, by the Owner prior to expiration of such time.

10.2.3. The provisions of paragraph 10.2.2 through 10.2.2.3 also shall apply to situations where the **Contractor** or **Owner** discovers that any reference points provided by the **Owner** need correction to enable the **Contractor** to proceed with the Work.

10.3 Responsibilities for Underground Utilities:

10.3.1. The **Contractor** shall comply with 2013 PA 174, as amended, MCL 460.721 et seq., and all other Laws concerning Underground Utilities. In addition, the **Contractor** shall be responsible for immediately notifying the **Owner** of any contact with or damage to Underground Utilities, and for the safety, protection of and repairing of any damage done to any Work and any surface and subsurface facilities. Except as provided under 2013 PA 174, as amended, MCL 460.721 et seq., paragraph 10.3.2 or by any Allowance specific to Underground Utilities, the **Contractor** shall bear an appropriate portion of the Delay and costs relating to the obligations set forth in this paragraph.

10.3.2. Shown or Indicated – If the **Contractor** encounters Underground Utilities shown or indicated (whether in the Contract Documents or those documents itemized in Section 00210 Information for Bidders) that are inaccurately shown or are inaccurately located, responsibility for any damage shall be as provided in MCL 460.701 et seq. To the extent the Drawings and/or Specifications inaccurately show or locate, through error or omission, the actual physical conditions and/or location of existing Underground Utilities (when compared with the information and data provided by the owners of such Underground Utilities), the **Owner** will amend the Contract Documents to provide for a corresponding adjustment in Contract Price and/or Contract Time.

10.3.3. Not Previously Located – If the **Contractor** encounters not previously located Underground Utilities, which could not reasonably have been foreseen, the **Owner** will amend the Contract Documents to provide for any changes in the Work and corresponding adjustments in Contract Price and/or Contract Time made necessary by such changes in the Work and by any resulting Delay which is not reasonably anticipatable under the circumstances and which is attributable to the **Owner** and/or **Professional**.

10.4 Hazardous Material Conditions:

10.4.1. The **Contractor** shall use, handle, store, dispose of, process, transport and transfer any material considered a Hazardous Material in accordance with all federal, state, and local Laws. If the **Contractor** encounters material reasonably believed to be a Hazardous Material and which may present a substantial danger, the **Contractor** shall immediately stop all affected Work, give written notice to the **Owner** of the conditions encountered, and take appropriate health and safety precautions.

10.4.2. Upon receipt of the written notice, the **Owner** will investigate the conditions. If (a) the material is a Hazardous Material that may present a substantial danger and which was not described in the Drawings and/or Specifications, or identified in the Contract Documents as Work under the Contract Documents, and (b) the Hazardous Material was not brought to the site by the **Contractor**, or does not result in whole or in part from any violation by the **Contractor** of any Laws covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Materials, the **Owner** shall order a suspension of Work in writing. The **Owner** shall proceed to have the Hazardous Material removed or rendered harmless by negotiating a change in the Work with the **Contractor**, by means of separate contract or as the **Owner** may deem otherwise expedient. In the alternative, the **Owner** shall terminate the affected Work or the Contract for the **Owner's** convenience.

10.4.3. Once the Hazardous Material has been removed or rendered harmless by any of the means outlined in paragraph 10.4.2, the affected Work shall be resumed as directed in writing by the **Owner**. Any determination by the Michigan Department of Health & Humans Services and/or the Michigan Department of Environment, Great Lakes, and Energy (whichever is applicable) that the Hazardous Material has either been removed or rendered harmless shall be binding upon the **Owner** and **Contractor** for the purposes of resuming the Work. If any such incident with Hazardous Material results in Delay not reasonable anticipatable under the circumstances and which is attributable to the **Owner** or **Professional**, the **Owner** will amend the Contract Documents to provide for a corresponding adjustment in Contract Price or Contract Time, or both, made necessary by such Delay.

10.4.4. If the Hazardous Material was brought to the site by the **Contractor**, or results in whole or in part from any violation by the **Contractor** of any Law covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Materials or from any other act or omission within its control, the **Contractor** shall bear its proportionate share of the Delay and costs involved in cleaning up the site and removing and rendering harmless the Hazardous Material to the satisfaction of the **Owner**, State and all Political Subdivisions with jurisdiction. If the **Contractor** fails to proceed with due diligence to take appropriate action pursuant to applicable Law and consistent with the **Owner** requirements, the **Owner** may act accordingly, in which case the **Contractor** shall defend, indemnify, and hold harmless the **Owner** from and against all claims, as construed in paragraph 1.4, arising from the **Owner's** exercise of such appropriate action.

10.5 Incidents with Archaeological Features:

10.5.1. The **Contractor** shall at once notify in writing the **Owner** of any Archaeological Feature deposits that are encountered or unearthed during the execution of the Work. The **Contractor** shall protect the deposits in a satisfactory manner and no further disturbance of the Archaeological Features shall take place until Work is allowed to be resumed in the affected areas.

10.5.2. If the **Owner**, with the advice of the **Professional**, concludes that the Contract Documents require changes because of Archaeological Features encountered, the **Owner** will amend the Contract Documents to provide for any changes in the Work and corresponding adjustment in Contract Price and/or Contract Time made necessary by the changes due to the Archaeological Features encountered and by any resulting Delay which is not reasonably anticipatable under the circumstances, and which is attributable to the **Owner** and/or **Professional**.

10.6 Unit Price Work:

10.6.1. If the Contract Documents specify Unit Price Work, the Contract Price shall contain the sum of each unit price times its estimated quantity. The **Contractor** shall be responsible for completing, within the Contract Times, one hundred twenty (120%) of the estimated quantities of Specified Unit Price Work and reasonable quantities of Contingent Unit Price Work.

10.6.2. The **Contractor** shall promptly, **before proceeding with any affected Unit Price Work**, deliver a written notice to the **Professional** (a) whenever actual quantities for an item of Specified Unit Price Work differs materially from those estimated and request an adjustment in the estimated quantity, or (b) requesting authorization to provide any or differing quantities of any item of Contingent Unit Price Work. The **Contractor** or the **Owner** shall submit to the other and the **Professional**, a proposal for adjusting that item's unit price and/or the Contract Time. The proposal shall be properly substantiated.

10.6.2.1. Promptly after being notified by the **Contractor**, the **Professional** will evaluate the affected Unit Price Work and provide its determination to the **Owner** and **Contractor**. If the **Owner** adjusts the estimated quantity of Specified Unit Price Work or authorizes any, or any additional, quantities of Contingent Unit Price Work, the **Contractor** shall proceed with that Unit Price Work as directed by the **Professional**. The **Contractor** shall proceed with the Unit Price Work regardless of whether the **Owner**, after conferring with the **Professional** determines that a variation in quantity justifies an adjustment in the unit price, or that the existing unit price is valid for the additional or reduced quantities, or that no adjustment in the Contract Time is warranted. In the event the **Contractor** disagrees with any such determination, the **Contractor** shall deliver a notice of claim and a claim submittal in accordance with the procedures and within the deadlines set forth in Article 15.

10.6.2.2. Any adjusted Unit Price agreed upon by the **Owner** will only apply to the actual quantities above one hundred twenty percent (120%) or to the actual quantities less than eighty percent (80%) of the estimated quantity. For additional quantities over one hundred twenty percent (120%) or reduced quantities below eighty percent (80%) of the estimated quantity, the **Owner** may negotiate a Unit Price with the **Contractor**, or direct a unilateral change as provided by Article 10 or rebid that Work. In no case, however, will a Unit Price change resulting from a reduction in quantity be renegotiated such that the changed Unit Price produces a modified Bid Price for any line item that exceeds the initial Bid Price for that line item.

10.6.3. No adjustment due to quantity variations shall be allowed (a) unless the **Contractor** met the notice requirements of paragraph 10.6.2, (b) to the extent that the Bid Price for a line item will increase due to reduced quantities at a higher unit, (c) for under runs in any quantities of Contingent Unit Price Work, unless the unit price times the estimated quantity exceeds the lesser of \$50,000.00 or two percent (2%) of the Contract Price, or (d) if any unit price increase results in whole or in part from any act or omission within the control of the Contractor (errors in the Contractor's Bid, unbalanced unit prices, etc.).

10.7 Cash Allowances; Provisionary Allowances:

10.7.1. The **Contractor** shall obtain the **Professional's** written acceptance before providing materials, equipment or other items covered by a Cash Allowance. Payments under a Cash Allowance shall be on actual costs, and exclude costs for supervision, handling, unloading, storage, installation, testing, etc., which shall be considered to be included within other elements of the Contract Price. Payments within the limits of an Allowance shall exclude Fee and Bond and insurance premiums since these are already included within other elements of the Contract Price.

10.7.2. The **Contractor** shall complete Work covered by Provisionary/Contingency Allowances as approved in writing by the **Owner** and directed by the **Professional**. The Cost of the Work Involved for Work authorized under any Provisionary/Contingency Allowance shall be determined pursuant to Article 11, except those payments within the limits of any Allowance shall exclude Bond and insurance premiums under paragraph 11.8.1.5, since these costs are already included within other elements of the Contract Price.

10.8 Change Orders; Change Authorizations:

10.8.1. The terms "Change Order" and "Change Authorization" are defined in Section 00020 Glossary. Further, Division 1 includes prototype Change Order and Change Authorization forms which shall be used by the **Owner** and **Contractor** in connection with modifications to the Contract.

*10.8.2. A *bilateral* Change Order which does not incorporate a **Contractor** reservation of rights to claim additional adjustments, shall memorialize the **Owner's** and **Contractor's** agreement as to the adjustments in Contract Price and/or Contract Time made by the Change Order. Any such *bilateral* Change Order shall constitute an all-inclusive settlement for all changes, Delay, and costs, whatsoever, and the **Contractor's** signature on the Bulletin and proposal incorporated into that Change Order represents a waiver of all rights to file a subsequent proposal or a claim under Article 15 on account of that Change Order or the Work.

10.8.3. A presumed *bilateral* Change which includes a proposal signed by the **Contractor** with a reservation to claim additional adjustments shall be regarded as a notice of claim as to those adjustments and shall be pursued as provided in Article 15, except as the **Owner** and **Contractor** may otherwise agree.

10.8.4. A Change Order issued by the **Owner** after unsuccessful Contract Price and/or Contract Time negotiations with the **Contractor** and stating the **Owner's** proposed basis for the necessary adjustments in Contract Price and/or Contract Time shall be a *unilateral* Change Order.

10.8.5. The **Owner** will issue Change Orders to amend the Contract Documents for changes in the Work and for any adjustments in Contract Price or Contract Time agreed to in total or in part by both the **Owner** and **Contractor**; or to correspondingly adjust the Contract Price for Work furnished under Cash Allowances, Work completed that was authorized under Provisionary/Contingency Allowances and actual quantities of Unit Price Work. Amounts for Work Involved in a Change Order signed by the **Owner** may be included in subsequent Requests for Payment.

10.8.6. The **Owner** may use Change Authorizations (a) to document agreed-upon minor variations in the Work, and/or (b) to document or order changes in the Work not warranting any adjustment in Contract Price or Contract Time. Examples of the second category include but are not limited to the **Owner's** authorization for drawing payments against a Provisionary/Contingency Allowance or the **Owner's** consent to quantity variations not increasing the Contract Price.

10.8.7. Before, or in conjunction with, the **Professional's** certification of final payment, an appropriate Change Order will be issued, with the **Professional's** advice, to correspondingly adjust the Contract Price for the value of Work furnished under Cash Allowances, Work completed that was authorized under Provisionary/Contingency Allowances and actual quantities of Unit Price Work.

10.8.8. Subject to the provisions of paragraphs 10.8.2 through 10.8.4, it is a requirement of the Contract Documents that all Change Orders duly signed and issued by the **Owner** shall incorporate Bulletins, which are duly signed by the **Contractor**, regardless of whether the **Contractor** uses a reservation of rights.

ARTICLE 11 CHANGES IN CONTRACT PRICE; CHANGES IN CONTRACT TIME

11.1 General Provisions:

11.1.1. Contract Price or Contract Time may be changed only by Change Order duly signed by the **Owner**. Neither Contract Price nor Contract Time may be changed by Change Authorization (subject to the provisions for constructive changes).

11.1.2. **Contractor** proposals for adjusting Contract Price and/or Contract Time shall be due within fifteen (15) Calendar Days after the **Contractor** receives a Bulletin or delivers to the **Owner** a notice of a change or a Delay. Proposals not complying with the requirements of paragraphs 11.1.4 and 11.1.5 shall be returned for resubmission. This turnaround period is of the essence and any Delay in delivering a bulletin or resulting from resubmission of an incomplete Bulletin shall not justify any increase in Contract Price or Contract Time. The **Owner**, in its sole discretion, may extend or shorten the 15-Day period for Bulletin quotations estimated at more than \$250,000 or less than \$25,000.

11.1.3. The **Professional** will review each **Contractor** proposal, and the **Professional** will recommend to the **Owner**, within a reasonable time, whether or not the Bulletin quotation is acceptable. Due to the time required to obtain **Board** and **Director** approvals, a **Contractor** proposal shall be irrevocable for sixty (60) Calendar Days after it is submitted to the **Professional**.

11.1.4. **Contractor** proposals or claims for Work Involved shall detail all affected items of Work, whether increased, revised, added, or deleted, and shall be fully documented and itemized as to (a) individual adds and deducts in Work quantities and labor manhours; (b) corresponding itemized Cost of Work Involved (paragraphs 11.4 through 11.9; and (c) Fee. Proposals or claims including Fee of five percent (5%) for Work Involved of a Subcontractor shall nominate the performing Subcontractor and enclose the Subcontractor's pricing data, if available.

11.1.5. For **Contractor** proposals or claims for adjustments in Contract Price arising from Delays (whether or not such Delays extend any Contract Time or any early completion date), the **Contractor's** estimates shall be as comprehensive and detailed as may be appropriate to support the proposal or claim. Examples of germane information include labor productivity, labor manpower levels, production data and Progress Schedule revisions.

11.1.6. If the **Contractor's** surety requires notice of any adjustment in Contract Price and/or Contract Time, whether made pursuant to Article 11 or otherwise; any "or equal" material or equipment or substitution approved by the **Professional**; any change within the scope of Article 10; or any other addition, deletion or revision in the requirements of the Contract Documents, whether made by Change Order or Change Authorization, it shall be the **Contractor's** responsibility, and not the **Owner's**, to give notice to the **Contractor's** surety. It is agreed that none of these modifications to the Contract Documents and/or the Work shall invalidate the Agreement.

11.2 Changes in Contract Time:

11.2.1. An extension in Contract Time will be justified only to the extent that the **Contractor** demonstrates, with comprehensive and detailed documentation, that the Delay is not reasonably anticipatable under the circumstances, is not caused by act or omission within the control of the **Contractor**, and, furthermore, that the Delay necessarily extends the Work, or portion of the Work in question, beyond the pertinent Contract Time.

If the **Owner** determines that the **Contractor's** documentation is insufficient to allow a thorough evaluation of the time extension request, the **Contractor** shall further support the request through a detailed analysis of the Progress Schedule Revision Submittal.

11.2.2. Examples of events that may justify an extension in Contract Time include acts of God or the public enemy; acts of the U.S. Government, the State or a Political Subdivision, each acting in its public capacity (including acts as permitting agency); acts of a Public Utility

acting in its public capacity; fires, floods, epidemics, quarantine restrictions; strikes, freight embargoes; unusual weather (unusual in the sense of frequency or severity vis-à-vis the prior five (5) year average); unusually severe shortages of construction materials (considering all feasible sources of supply); Underground Utilities which the Contract Documents, through error or omission, inaccurately show or indicate; Underground Utilities not previously located; objection, for the **Owner's** convenience, to a nominated Subcontractor; Archaeological Features; suspension of Work; changes in the Work, differing site conditions; variation in quantities; and Delay, as provided in this paragraph, of Subcontractors or Suppliers, at any tier, not caused in whole or in part by any act or omission within the control of both the **Contractor** and any such Subcontractors and Suppliers.

11.2.3. If upon evaluation of the **Contractor's** analysis, the **Owner** approves an extension in Contract Time for Delay not caused in whole or in part by any act or omission within the control of the **Owner** and/or **Professional**, the **Owner** shall authorize the necessary adjustment in Contract Time only. If the **Owner** approves an extension in Contract Time for Delay caused in whole or in part by any act or omission within the control of the **Owner** and/or **Professional**, the **Owner** shall authorize the necessary adjustments in Contract Time and Contract Price.

11.3 Methods for Making Adjustments in Contract Price:

11.3.1. The method to be used to determine any adjustment in Contract Price shall be selected by the **Owner** from one of the methods in paragraph 11.3.1.1 through 11.3.1.3, or otherwise shall be limited to the methods in paragraph 11.3.1.4 or 11.3.1.5.

11.3.1.1. If any Work Involved is covered by lump sum prices or unit prices contained in the Contract Documents, those prices shall be used (subject to the terms and conditions of paragraph 10.6 Unit Price Work). In the latter case, the unit prices shall be applied to the quantity of Unit Price Work Involved.

11.3.1.2. If any Work Involved is not covered by lump sum or unit prices contained in the Contract Documents, then application of a lump sum price may be negotiated using the **Contractor's** itemized estimate of the *anticipated* Cost of the Work Involved, as specified in this Article, and a Fee for the Work Involved, as specified in paragraph 11.11.1.

11.3.1.3. If the Work Involved is not covered by the first two methods, the **Owner** may direct the **Contractor** to proceed with the Work Involved on an *actual cost* basis, with or without a guaranteed maximum, based on an itemized breakdown of the *actual* Cost of the Work Involved, as specified in this Article, and a Fee for the Work Involved, as specified in paragraph 11.11.2.

11.3.1.4. If the Work Involved is not covered by the first two methods, the **Owner** may direct the **Contractor** to proceed through a *unilateral* Change Order on a lump sum basis or a not-to-exceed basis, based on the **Professional's** estimate of the anticipated Cost of Work Involved and a Fee for the Work Involved, as specified in paragraph 11.11.1 or 11.11.2.

11.3.1.5. If payment for the Work Involved is to be determined by the Michigan Court of Claims or a AAA arbitration panel, it is agreed by the **Contractor** that the *actual cost and Fee* method in paragraph 11.3.1.3 shall represent the appropriate method for determining such payment.

11.3.2. Items making-up the Cost of the Work Involved shall be allowable to the extent (a) consistent with those prevailing in the Project locality, (b) necessary, reasonable, and clearly allocable to the Work Involved, and (c) limited to labor costs, Subcontract costs, material and equipment costs, construction equipment costs and general conditions costs, as specified in this Article.

11.4 Labor, Subcontract and Material/Equipment Costs:

11.4.1. The Cost of any Work Involved includes the **Contractor's** payroll costs for craft workers resident at the site (through crew foremen) assigned to furnishing and incorporating materials and equipment into the Work Involved. If craft labor manhours exceed those that can be gleaned from the Means Cost Data, or other cost guide acceptable to the **Owner**, the **Contractor** shall provide proper justification, which shall be acceptable to the **Professional**.

11.4.1.1. Payroll costs shall include wages, labor burdens and a factor for field supplies and purchase costs (less market value if not consumed) of tools not owned by the workers. Labor burdens shall be certified by an authorized financial representative of the **Contractor** and may include social security, unemployment taxes, workers' compensation, health and retirement benefits, vacation, and holiday pay. The factor for field supplies and tools (individually valued at less than \$1,000.00) shall not exceed four percent (4%) of the wages without burdens, unless the **Contractor** furnishes detailed data which supports a higher factor. For actual payroll costs, **Contractor** time sheets verified by the **Professional** and/or certified payrolls shall be the only valid Records. For actual payroll costs under paragraph 11.3.1.5, time sheets shall be valid only if they expressly correlate to the Work Involved and were recorded at that time and/or used for certified payrolls.

11.4.2. The Cost of the Work Involved includes the **Contractor's** costs for the labor costs, (lower tier) Subcontract costs, material and equipment costs and general conditions costs of Subcontractors nominated for the Work Involved. Except for a higher six percent (6%) limit on the factor for field supplies and small tools, the methods for calculating Subcontractors' costs shall be the same as those for **Contractor** costs, except that the term "Subcontractor" shall replace the term "**Contractor**," context permitting. If the **Owner** and **Contractor** agree in advance, the **Contractor** shall obtain detailed quotations and shall nominate at least two (2) Subcontractors, acceptable to both the **Contractor** and **Professional**, for selection by the **Owner**.

11.4.3. The Cost of any Work Involved includes the **Contractor's** costs for materials and equipment, including transportation, storage, and necessary Suppliers' field services. All trade discounts, rebates and refunds and returns from surplus sales that can be realized at the time of pricing shall accrue to the **Owner**, and the **Contractor** shall make arrangements so that they may be obtained. If the Bulletin for the Work Involved *lists* specific Suppliers, the **Contractor** shall obtain written quotations from them and shall nominate one of the *listed* Suppliers to allow a comprehensive review of the proposal by the **Professional**. Invoices segregating items relating to the Work Involved shall be valid Records in support of actual Supplier costs.

11.5 Construction Equipment Costs:

11.5.1. The cost of any Work Involved includes costs for individual construction equipment with replacement value in excess of \$1,000.00. Transportation, loading and unloading, installation, dismantling and removal and shipping costs shall be allowed to the extent required by the Work Involved and reasonable under the circumstances. Equipment costs shall cease when the equipment is no longer needed for the Work Involved. Payroll costs for labor operating the equipment are as specified in paragraph 11.4.1. Equipment costs shall be computed using the same accounting and estimating rules and prices, whether related to added or deleted Work.

11.5.2. When determining actual construction equipment costs (a) under paragraph 11.3.1.3, daily logs of the equipment, operators, and actual usage, verified by the **Professional**, shall be the valid Records; (b) under paragraph 11.3.1.5, such daily Records shall be valid only if developed when any such Work Involved was performed and used for accounting purposes.

11.5.3. Rented (or owned) equipment, idled solely by actions of the **Owner** or **Professional**, shall be paid at the rate for rented equipment (or at fifty percent (50%) of the rate for owned equipment) provided the idle period exceeds what is normal for the equipment and occurs during normal working hours.

11.6 Rented or Leased Construction Equipment:

11.6.1. Construction equipment rented or leased from third parties shall be priced using the rates negotiated between the **Owner** and **Contractor**. If no agreement is reached, those rates listed in the Rental Rate "Blue Book" published by PRIMEDIA Information Inc. of San Jose, Ca, for the region where the Project is located applicable to the equipment (model number and year) shall be used. For equipment leased or rented on an hourly basis, the rate for second or third shifts shall not exceed fifty percent (50%) of the base rate. Operating costs shall not exceed the hourly operation rate in the Blue Book. Hourly rates for equipment previously in use at the site for a month or longer shall use the monthly rate divided by 176 hours. Equipment previously in use for only one week or not previously in use at the site shall be invoiced to the **Owner** using the following schedule of equipment use:

Less than 8 hours	Hourly Rate
1 Day but less than 7 Calendar Days	Daily Rate
1 week but less than 30 Calendar Days	Weekly Rate
30 Calendar Days or more (when in use)	Monthly Rate

11.7 Owned Construction Equipment:

11.7.1. Construction equipment owned by the **Contractor** or rented or leased from lessors associated with or owned by the **Contractor**, shall be priced using the rates negotiated between the **Owner** and **Contractor** based on the **Contractor's** normal accounting practices. If no agreement is reached, the hourly rates in the "Contractor's Equipment Cost Guide," published by PRIMEDIA Information Inc. for the region where the Project is located shall be used. Operating costs shall not exceed the hourly operation rate in the Blue Book. For multiple shifts, rates shall not exceed the shift Work adjustments recommended in the Cost Guide.

11.8 General Conditions Costs:

11.8.1. The Cost of any Work Involved may include necessary general conditions costs to the extent those costs increase or decrease on account of, or are directly attributable to, the performance of Work Involved, or are required due to an extension in Contract Time or Delay under paragraph 11.13.5. Categories of general conditions which are allowable under this paragraph (subject to the provisions of paragraph 11.9) include:

11.8.1.1. To the extent agreed to in advance by the **Owner**, payroll costs for the **Contractor's** project manager or construction manager, but not both, for Work activities conducted at the site.

11.8.1.2. Payroll costs for the **Contractor's** superintendent and full-time general foremen, if any are assigned to the Work, for Work Involved performed beyond normal working hours and/or to the extent those costs and subsistence expenses arise solely from an extension in Contract Time or Delay under paragraph 11.13.5.

11.8.1.3. If agreed to in advance by the **Owner**, payroll costs for management personnel resident and working at the site and for workers not covered under paragraph 11.4.1, resident at the site and engaged as support workers (i.e., loading/unloading, clean-up, etc.) to workers covered under paragraph 11.4.1.

11.8.1.4. Costs of office and temporary facilities at the site, including office materials, office supplies, office equipment, minor expenses, utilities, fuel, sanitary facilities, internet, and telephone service at the site, provided those cost arise solely from an extension in Contract Time or Delay under paragraph 11.13.5.

11.8.1.5. Costs of liability insurance premiums for insurance not included within the labor burdens charged under paragraph 11.4.1, and costs of Bond premiums.

11.8.1.6. Costs of consultants not in the direct employ of the **Contractor**, or Subcontractors not covered under paragraph 11.4.2; to the extent authorized by the **Owner** before proceeding with the Work Involved, and provided that those costs are neither covered by paragraph 11.4 nor excluded by paragraph 11.10; and

11.8.1.7. Taxes on the Work Involved, and for which the **Contractor** is liable; and royalty payments and fees for permits and licenses, provided they relate solely to the Work Involved.

11.9 Limitations on Allowable Costs:

11.9.1. The **Contractor** shall not include as part of the Cost of any Work Involved any construction equipment costs, small tool costs, or general conditions costs that do not increase on account of, or are not directly attributable to, the furnishing and/or performance of any Work Involved. Examples of such unallowable costs include:

11.9.1.1. Charges for **Contractor's** superintendent, general foremen and management personnel assigned full-time to the Work, if the charges relate to Work Involved which does not extend the Contract Time or cause Delay under paragraph 11.13.5, or to Work Involved not performed beyond normal working hours.

11.9.1.2. Fixed percent mark-ups for construction equipment (as opposed to specific construction equipment costs); or

11.9.1.3. Cost of field supplies and/or small tools solely for extensions in Contract Time or Delay under paragraph 11.13.5.

11.9.2. Changes in Contract Price for extensions in Contract Time or Delay under paragraph 11.13.5 shall exclude any costs that are unaffected or do not relate to the extension in Contract Time or the Delay in early completion. Examples include:

11.9.2.1. Operating costs of construction equipment assigned to the Work for the duration, to the extent used in the incorporation of materials and equipment into the Work, provided the equipment is not subject to increased usage because of the extension in Contract Time or the Delay in early completion.

11.9.2.2. Operating costs plus owned/rental costs of construction equipment brought to the site for a specific activity (crane used for specific lifts, concrete pump used for pours, etc.), provided the equipment is not subject to increased usage because of the extension in Contract Time or the Delay in early completion.

11.9.2.3. Construction equipment and site facilities which are fully paid under the Contract Price for the Work, as awarded.

11.9.3. The **Contractor** shall not include as part of the Cost of any Work Involved acceleration costs incurred, for the **Contractor's** benefit, to make-up Delay which warrant extensions in Contract Time but do not justify increases in Contract Price.

11.10 Costs Covered by the Fee for the Work Involved (and not Allowable as Cost of the Work Involved):

11.10.1. **Contractor** administrative costs and home office overhead, whether at the **Contractor's** principal or branch offices, shall not be allowable as elements of the Cost of Work Involved. Rather, those administrative costs and home office overhead shall be non-reimbursable expenses covered by the Fee for the Work Involved. Examples of administrative costs or home office overhead covered by this provision include, without limitation:

11.10.1.1. Payroll costs and other compensation of executives, general and administrative managers, estimators (except to the extent agreed to in advance by the **Owner**), claim consultants, attorneys, accountants, labor relation coordinators, purchasers, expeditors, and other administrative staff, whether resident at the **Contractor's** principal or branch offices.

11.10.1.2. Payroll costs and other compensation of project managers, construction managers, architects, engineers, schedulers, detailers, safety personnel, clerks, and other administrative staff not resident at the site and who are not part of the **Contractor's** general conditions personnel contingent.

11.10.1.3. Costs of engineers, architects, accountants, consultants, attorneys, and others, in the direct employ of the **Contractor** or otherwise, utilized for services related to a controversy or claim about the acceptability of the Work.

11.10.1.4. Costs incurred in the preparation of Contract Change Orders (whether or not ultimately authorized by the **Owner**), except as otherwise authorized by the **Owner**; and costs incurred in the preparation or filing of claims; and

11.10.1.5. Any interest on the Work Involved, unless otherwise allowed by the Michigan Court of Claims or an arbitration panel; charges for delinquent payments; lost interest on unpaid withholdings; lost profits and lost opportunities; and home office storage and yard facilities.

11.11 Limits on the Fee for the Work Involved:

11.11.1. Any adjustment in Contract Price made by *bilateral* Change Order which stipulates a lump sum price (developed from the **Contractor's** itemized estimate of the *anticipated* Cost of the Work Involved) without incorporating a **Contractor** reservation of rights to claim additional adjustments, shall include a Fee for costs under paragraph 11.10 and for profit, not to exceed the following:

11.11.1.1. For Work Involved to be self-performed by the **Contractor**, the **Contractor's** Fee shall not exceed fifteen percent (15%) of the Cost of the Work Involved. For Work Involved to be performed by any nominated Subcontractor, regardless of tier, the nominated, performing Subcontractor's Fee also shall not exceed fifteen percent (15%) of the Cost of the Work Involved.

11.11.1.2. For Work Involved to be performed by any nominated Subcontractor, the **Contractor's** Fee shall be five percent (5%) of the performing Subcontractor's Cost of the Work Involved, excluding that Subcontractor's Fee. For Work Involved of any nominated lower tier Subcontractor, any corresponding higher tier Subcontractors and the Contractor shall share equally a Fee of five percent (5%) of the performing lower tier Subcontractor's Cost of the Work Involved, excluding the lower tier Subcontractor's Fee.

11.11.2. Any adjustment in Contract Price made by a *bilateral* Change Order (whether based on a *lump sum* or on the *actual cost* of the Work Involved) which incorporates a **Contractor** reservation of rights to claim additional adjustments, shall include a Fee of only two-thirds (2/3) of the Fee otherwise resulting from the application of paragraphs 11.11.1 or 11.11.2.

11.11.3. The credit to be allowed to the **Owner** for any individual change consisting of deletions, or additions and deletions, that yields a negative net Cost of the Work Involved, shall be the amount of the net decrease and, if the negative net Cost of the Work Involved exceeds \$10,000.00, a Fee credit of one-fifth of the Fee resulting from the application of paragraphs 11.11.1.1 through 11.11.1.3 shall be added to that amount.

11.11.4. For any change in the Work combining additions, revisions, and deletions, one single Fee for the Work Involved shall be added to the net Cost of the Work Involved, unless the change in the Work combines self-performed **Contractor** Work and Subcontractor Work, or Work of more than one Subcontractor, or both, in which case separate Fees for the **Contractor** Work and for the Subcontractor Work shall be calculated, as appropriate.

11.11.6. In the event unrelated changes in the Work are grouped in a Bulletin, or included in a claim, and each of the changes yields a net increase or decrease in the Cost of the Work Involved, the combined Fee for the changes in the Work so grouped shall be computed as the sum of the individual Fees otherwise calculated under paragraphs 11.11.1 through 11.11.5.

11.12 Fee for Unabsorbed Home Office Overhead:

11.12.1. It is intended that the Fee for the Work Involved allowed under paragraph 11.11 shall be included with any adjustment in Contract Price for any Cost of Work Involved. However, the Fee under paragraph 11.11.1 shall not be intended to cover unabsorbed home office overhead resulting from an extension of the Contract Time stated in paragraph 4.1.1 of Section 00500 Agreement. When justified under the Contract Documents, Fee for unabsorbed home office overhead shall be calculated as detailed in paragraph 11.12.2.

11.12.2. If an extension of the Contract Time stated in paragraph 4.1.1 of Section 00500 Agreement and an increase in Contract Price for such an extension in Contract Time is justified under the Contract Documents, the **Owner** shall negotiate with the **Contractor** the reimbursement of an amount for the **Contractor's** home office overhead (under paragraph 11.10) that will be or were unabsorbed before the expiration of that Contract Time. Any such reimbursement shall be based on the lesser of: (a) the product of the ratio of the **Contractor's** home office overhead to its contract billings times the Contract Price in paragraph 3.1 of Section 00500 Agreement that remains unbilled on the expiration of that Contract Time, or (b) that amount derived from the Eichleay formula.

11.13 Changes in Contract Time for Early Completion:

11.13.1. The Contract Times specified in paragraph 4.1 of Section 00500 Agreement represent the **Professional's** best estimate of the time required to complete the Work and take into account comparisons with completed work similar in scope and character to the Work and constructed under similar conditions.

11.13.2. Since "time is of the essence" in performing this Contract, any early completion Rev. 0 Progress Schedule considered acceptable by the **Owner** shall be construed as setting forth a corresponding amount of Contract Float, unless the **Contractor** delivers notice of a request for a shortening of the Contract Time within thirty (30) Calendar Days after receiving the **Owner's** written notice of "no objection" to such Rev. 0 Progress Schedule.

11.13.3. If the **Contractor** requests that the Contract Times be shortened to eliminate the Contract Float on any such early completion Progress Schedule, and the **Owner** agrees to the **Contractor's** request, the **Owner** and **Contractor** may negotiate a reduction in the affected Contract Time. Concurrently, the **Owner** will develop a level of liquidated damages appropriate to the revised Contract Time(s) or, if more appropriate under the circumstances, the **Owner** will specify actual damages, applicable from the negotiated, earlier Contract Time to the Contract Time under revision. In such case, the aggregate actual damages shall not exceed the sum liquidated damages that may have resulted from the originally specified liquidated damages. Such agreement shall be memorialized through an appropriate Change Order.

11.13.4. If the **Owner** and **Contractor** are unable to agree to such reduction in the Contract Times, or the **Contractor** rejects the **Owner's** assessment of liquidated or the stipulation of actual damages, or both, the Contract Times in question shall remain unaltered and the early completion Progress Schedule shall be employed as provided in the Contract Documents.

11.13.5. To the extent that the Progress Schedule supports an early completion date, and a Delay extends performance of the Work beyond the **Contractor's** early completion date but not beyond the corresponding Contract Time, if the **Contractor** pursues an increase in Contract Price for such Delay in early completion, the **Owner** shall consider such request, subject to the following: (a) the early completion is reasonably achievable, i.e., includes proper allowances for weather, **Owner** and **Professional** activities, rework and other foreseeable events within the control of the **Contractor**, (b) the Progress Schedule used to support the request is loaded with Activity manpower data, and (c) the adjustment in Contract Price shall equal fifty percent (50%) of the **Contractor's** Delay costs otherwise allowable under this Article.

11.13.6. As a point of emphasis, under these provisions, an increase in Contract Time and an increase in Contract Price equaling the **Contractor's** costs occasioned by the Delay (as opposed to only fifty percent (50%) of the **Contractor's** Delay costs), shall be justified only if the Delay attributable to the **Owner** and/or **Professional** necessarily extends Substantial Completion of the Work, or the portion of the Work having a specified Contract Time, beyond the correspondingly specified Contract Time.

11.14 Access to Records:

11.14.1. The **Contractor** shall maintain and keep and shall require all Subcontractors and Suppliers to maintain and keep, in accordance with generally accepted accounting principles, Records pertaining to the bidding, award and performance of the Work, including, but not limited to payroll and employment Records and all data used in estimating the **Contractor's** Bid and in pricing and negotiating Work covered by any Change Order, Change Authorization, proposal or claim.

11.14.2. For changes payable on an *actual cost* basis, or in the event of any claim, dispute, litigation, audit exception or appeal or termination, the **Owner** and any of the **Owner's** duly authorized representatives shall have access to those Records for the purpose of inspection, audit/review and scanning/copying. The **Contractor** shall provide appropriate facilities for access promptly after receiving a request. The **Owner** and any of its duly authorized representatives shall have the right to interview **Contractor** employees. The **Contractor** shall make employees available on Business Days between 8:00 AM and 4:00 PM, as requested.

11.14.3. Certified payroll and other employment Records of workers assigned to the site, including apprentices and trainees, maintained to comply with the requirements of this provision, shall contain the name and address of each worker, correct wage classification, rate of pay (including contributions, or costs assumed to provide, for fringe benefits), daily and weekly number of hours worked, deductions made, and actual wages paid. The **Contractor** shall maintain Records that show: (a) the anticipated costs or actual costs incurred in providing such benefits, (b) that the commitment to provide such benefits is enforceable, and (c) that the plan or program is financially responsible and has been communicated in writing to the workers affected.

11.14.4. Access to Records, as prescribed in this paragraph, shall be allowed at any time during the execution of the Work and shall remain in full force and effect for five (5) years after final payment, or termination (in the event of termination), or date of final resolution of any dispute, litigation, audit exception or appeal – whichever event actually applies to this Contract.

11.15 Price Reduction for Defective Cost and Pricing Data:

11.15.1. If at any time during the prosecution of the Work, there is good cause to doubt the **Contractor's** compliance with the Defective Cost and Pricing Data requirements of this paragraph 11.15, the **Owner** shall be entitled to make an appropriate withholding from any payment otherwise owed to the **Contractor**.

11.15.2. Whenever the **Contractor** signs a proposal for a Contract Price or Contract Time adjustment, a Change Order or a claim settlement, the **Contractor** will be deemed to have certified, to the **Contractor's** best knowledge and belief, that the representations made and data submitted in pricing and negotiating the Cost of the Work Involved in that price proposal, Change Order, or claim settlement: (a) were made in good faith and are consistent with the facts, (b) are consistent with the provisions of Articles 10 and 11, and (c) are complete, accurate and current as of the date agreement was reached on the corresponding adjustments in Contract Price and/or Contract Time. This certification shall apply in each and every respect to any Subcontractor and Supplier who signs any cost and pricing data attached to any such a proposal for a Contract Price or Contract Time adjustment, Change Order or claim settlement.

11.15.3. If any adjustment in Contract Price or Contract Time made by any Change Order, claim or dispute settlement was increased by a material and significant amount because the **Contractor**, or any Subcontractor or Supplier, at any tier, made representations or furnished cost or pricing data of any kind that were false, contained math errors or were incomplete, the Contract Price shall be correspondingly reduced by Change Order.

ARTICLE 12 PROGRESS PAYMENTS; FINAL PAYMENT

12.1 Schedule of Values:

12.1.1. The Schedule of Values shall be approved by the **Professional** and accepted by the Owner and divide the Work into pay items for significant Sections and areas, facilities, or structures, with subtotals for first tier Subcontractors. If required in Division 1, the Schedule of Values shall be supported by a more detailed breakdown allocating the pay items to the Progress Schedule Activities.

12.1.2. The Schedule of Values shall tabulate labor costs, Subcontract costs and material and equipment costs. Labor costs shall include appropriate sums for construction equipment costs, general conditions costs, administrative costs (paragraph 11.10) and profit, unless separate pay items are itemized for those costs.

*12.1.3. The Schedule of Values shall include the following close-out pay items: (a) two percent (2%) of the Contract Price for Fire Marshall approval, certificate of occupancy and other code approvals, as specified in the Contract Documents, (b) two percent (2%) of the Contract Price for manufacturer warranties, finalized operating and maintenance documentation, **Owner** training documentation, and test and balance reports, and (c) two percent (2%) of the Contract Price to cover finalized Record Documents.

12.2 Requests for Payment:

12.2.1. Once each month, the **Contractor** shall submit to the **Professional** a Request for Payment on the **Owner's** form signed by the **Contractor** certifying Work completed and enclosing all supporting documentation. Each Request for Payment shall certify that all monies owed by the **Contractor** to Subcontractors and Suppliers for which payment previously has been sought has been paid from payments received and include a sworn statement. No Request for Payment shall include amounts for a Subcontractor or Supplier if the **Contractor** does not intend to use the payments requested, when received, to reduce the **Contractor's** outstanding obligations on the Work.

12.2.2. **The State will only disburse payments under this Contract through Electronic Funds Transfer (EFT).** Contractor must register with the State at <http://www.michigan.gov/SIGMAVSS> to receive electronic fund transfer payments. If Contractor does not register, the State is not liable for failure to provide payment. Without prejudice to any other right or remedy it may have, the State reserves the right to set off at any time any amount then due and owing to it by Contractor against any amount payable by the State to Contractor under this Contract.

12.2.3. Payment to the **Contractor**, if approved by the **Owner**, will be made within thirty (30) Calendar Days after the **Owner** receives and approves a certified Request for Payment from the **Professional**. Payment for authorized reimbursable expenses shall be made monthly in the amount incurred before the cut-off date, provided each payment request expense is properly documented in spreadsheet form detailing the information about the request. The **Contractor** will provide a certification in writing that the payment request submittal is true and accurate.

12.2.4. If payment is requested based on materials and equipment stored at the site or at another location agreed to in writing, the Request for Payment also shall be accompanied by (a) consent of surety, (b) a bill of sale, invoice or other documentation warranting that the **Owner** has received the materials and equipment free and clear of all liens, and (c) evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect them and the **Owner's** interests. If the documentation provided by the **Contractor** to comply with the intent of this paragraph is unsatisfactory, the **Owner** shall be entitled to withhold an appropriate amount from that Request for Payment until the **Contractor** provides documentation acceptable to the **Owner**.

12.2.5. The **Contractor** warrants and guarantees that title to all Work, materials and equipment covered by any Request for Payment, whether incorporated in the Work or not, will pass to the **Owner** free and clear of all liens no later than at the time of payment by the **Owner** to the **Contractor**.

12.3 Review of Request for Payment; Intent of Review:

12.3.1. Within ten (10) Calendar Days after receipt of a Request for Payment, the **Professional** shall certify to the **Owner** the amount the **Professional** determines to be due or shall return the Request for Payment to the **Contractor** indicating the reasons for withholding certification.

Certification shall be based on the **Professional's** review of the Request for Payment and enclosed documentation, On-Site Inspections, and on-site Project representation, if any has been provided. If a Request for Payment is returned to the **Contractor**, the **Contractor** shall make the necessary corrections and resubmit that Request for Payment.

12.3.2. The **Professional's** certification of any Request for Payment constitutes a representation to the **Owner** that the Work has progressed to the point indicated; that to the best of the **Professional's** knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents; and that the **Contractor** is entitled to payment in the amount certified. Any such representation by the **Professional**, however, shall be subject to an evaluation of the Work as a functioning whole before and upon Substantial Completion; to the results of any subsequent tests called for in the Contract Documents; to a final determination of quantities and classifications of Unit Price Work (if any is specified) and to any other qualifications stated in the certification.

12.3.3. In the case of final payment, the **Professional's** certification of final payment and recommendation that the Work is acceptable shall be a further representation that conditions governing final payment to the **Contractor** have been met.

12.4 Refusal to Make or to Recommend Payment:

12.4.1. The **Owner** may withhold from any payment an amount based on the **Professional's** refusal to recommend payment or the **Owner's** estimate of the fair value of items entitling the **Owner** to a withholding. Such may include, but not be limited to liquidated damages, claims made against the **Owner** arising out of or related to the Work, payment claims, or failure by the **Contractor** to reimburse the **Owner** any costs the **Owner** is entitled to recover. The **Owner** will give the **Contractor** reasonably prompt written notice supporting such action.

12.4.2. The **Professional** may refuse to recommend all or any part of any payment, or because of subsequently discovered evidence, inspections or tests or the value of the Punch List, nullify all or any portion of any payment previously recommended, as the **Professional** may consider necessary to protect the **Owner** from loss because (a) the Work is Defective or completed Work has been damaged requiring correction or replacement, (b) a defective work/non-compliance notice has not been acknowledged by the Contractor, (c) the Contract Price has been reduced by Change Order, (d) it has been necessary that the **Owner** correct Defective Work or complete Work, (e) reasonable evidence exists that all or a part of the Work will not be completed within the corresponding Contract Time, (f) of the **Contractor's** failure to comply with all material requirements of the Contract, including, but not limited to the failure to submit Progress Schedule Submittals or Record Documents when due, (g) stored materials for which payment has been made or is sought has been determined by the **Professional** to be damaged or missing, (h) amounts are requested for a Supplier which is not the Supplier named in the **Contractor's** completed Section 00440 Schedule of Materials and Equipment or a Supplier approved by the **Professional** through an "or equal" or substitution procedure, or (i) the **Professional** reasonably believes or knows of the occurrence of an event justifying termination for cause.

12.5 Request for Final Payment:

12.5.1. The **Contractor** shall complete the Substantial Completion Punch List within the Contract Time and date fixed by the **Professional**. The **Contractor** shall assemble all requisite documentation before requesting final inspection.

12.5.2. Upon written notice from the **Contractor** that the **Contractor** considers the entire Work, or a part of the Work for which final payment is specified in the Contract Documents, to be complete and ready for final payment, the **Professional** will make a final completion inspection with the **Owner** and **Contractor** and notify the **Contractor** in writing of all instances of incomplete or Defective Work revealed by the final inspection. The **Contractor** shall immediately undertake all necessary measure to complete Work in the final completion inspection.

12.5.3. The **Contractor** may request final payment after completing the incomplete or Defective Work to the satisfaction of the **Professional** and delivering final operating and maintenance documentation (with revisions made after Substantial Completion), warranties, inspection certificates, Record Documents (with revisions made after Substantial Completion), release of payment claim forms and all other required documents.

12.5.4. The **Contractor's** request for final payment shall enclose evidence of completed operations insurance and affidavit certifying that the insurance coverage will not be canceled, materially changed or renewal refused except as provided in paragraph 7.4.3, and an affidavit certifying that the surety agrees that final payment shall not relieve the surety of any of its obligations under the Performance Bond and Payment Bond. The **Contractor's** request for final payment shall further include (a) a **Contractor's** "Guarantee and Statement" (available from the **Owner**, form DTMB-0437) containing a statement of guaranteed indebtedness acceptable to the **Owner** in the full amount of the Contract Price, or a release of payment claims in the form of a release of liens, or a Bond or other security acceptable to the **Owner** to indemnify the **Owner** against any payment claim, and (b) a list of all pending insurance claims arising out of or resulting from the Work being handled by the **Contractor** and/or its insurer.

12.6 Final Payment and Acceptance:

12.6.1. If the **Professional** is satisfied that the Work, or a part of the Work for which separate final payment is specified in the Contract Documents, has been completed and the **Contractor's** other obligations under the Contract Documents have been fulfilled, the **Professional** will, within thirty (30) Calendar Days after receipt of the final payment request, furnish to the **Owner** and **Contractor** the **Professional's** certification of final payment and acceptance. If the **Professional** is not satisfied, the **Professional** will return that request to the **Contractor**, indicating in writing the reasons for not certifying final payment, in which case the **Contractor** shall make the necessary corrections and request that final payment again be considered.

12.6.2. If the **Owner** concurs with the **Professional's** certification of final payment, the **Owner** will, within thirty (30) Calendar Days after receipt by the **Owner** of the **Professional's** certified recommendation of final acceptance, pay the balance of the Contract Price, subject to those provisions governing final payment specified in the Contract Documents. If the **Owner** does not concur with the **Professional's** determination, the **Owner** will return the request for final payment to the **Contractor** indicating in writing the reasons for refusing final payment and acceptance. In that case, the **Contractor** shall make the necessary corrections and shall request that final payment be again considered by the **Owner**. The **Owner's** written determination will be binding upon the **Contractor**, unless the **Contractor** delivers a notice of a claim and a claim Submittal within the deadlines set forth in Article 15.

12.6.3. If final completion of the Work is significantly delayed through no fault of the **Contractor**, the **Owner** may, upon receipt of the **Contractor's** final Request for Payment, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. Payment of the balance due shall be made under the provisions for final payment but shall not constitute a waiver of claims.

12.6.4. The **Owner** shall pay with reasonable promptness any amounts deducted from the final payment, upon resolution of the claims justifying withholding of such monies.

12.7 Contractor's Continuing Obligation:

12.7.1. The following does not constitute acceptance of the Work in the event the Work or any Work is not in accordance with the Contract Documents, and therefore does not release the **Contractor** from its obligation to perform and furnish the Work in accordance with the Contract Documents: (a) a certification by the **Professional** of any Request for Payment or final payment; (b) the issuance of a Substantial Completion certificate; (c) any payment by the **Owner** to the **Contractor**; (d) any Partial Use; (e) any act of acceptance by the **Owner** or any failure to do so; (f) any review and approval of a Shop Drawing, sample, test procedure or other Submittal; (g) any review of a Progress Schedule; (h) any On-Site Inspection; (i) any inspection, test or approval; (j) any issuance of a notice of acceptability by the **Professional**; or (k) any correction of Defective Work or any completion of Work by the **Owner**.

12.8 Waiver of Claims:

12.8.1. The making and acceptance of final payment do not constitute a waiver by the **Owner** of any rights as to the **Contractor's** continuing obligations under the Contract Documents, nor will it constitute a waiver of any claims by the **Owner** against the **Contractor** still unsettled, or arising from unsettled payment claims, Defective Work appearing after final inspection or failure by the **Contractor** to comply with the Contract Documents or the terms of any special warranties provided by the Contract Documents or by Law.

12.8.2. The making and acceptance of final payment will constitute a waiver of all claims by the **Contractor** against the **Owner**, other than those claims previously made in writing, on a timely basis in accordance with Article 15, and still unsettled.

ARTICLE 13 OTHER WORK

13.1 Related Work at Site:

13.1.1. During the period allowed for the furnishing and performance and completion of the Work, the **Owner** may undertake other work at the site with its own forces, or have other work performed at the site by other parties (including, but not limited to contractors or Public Utilities). If the Contract Documents do not note the performance of any such other work, written notice will be given to the **Contractor** before starting that work.

13.1.2. Whenever work to be performed by the **Contractor** interfaces with other work, the **Contractor** shall coordinate that work with the interfacing work. Paragraphs 13.2 and 13.3 outline representative duties and responsibilities assumed by the **Contractor** under this requirement.

Such duties and responsibilities are for the benefit of the parties on the other work to the extent there are comparable provisions for the benefit of the **Contractor** in the contracts between those parties and the **Owner**.

13.2 Coordination Requirements:

13.2.1. If other work is ongoing concurrently with the Work, the **Contractor** shall afford the responsible party proper and safe access to the site. The **Contractor** shall afford the other party a reasonable opportunity for the handling, unloading and storage of their materials and equipment and for the execution of their work.

13.2.2. If any part of the Work, for proper execution or results, interfaces on the work of the **Owner** or another party, the **Contractor** shall inspect and promptly report to the **Professional** in writing conditions in that work that render it unavailable or unsuitable for proper execution and results. The **Contractor's** failure to do so will constitute an acceptance of such other work as fit and proper for integration with the Work except for latent or non-apparent defects and deficiencies in the other work.

13.2.3. The **Contractor** shall do all cutting, fitting, patching, and interfacing of the Work that may be required to make any part of the Work come together properly and integrate with other work. The **Contractor** shall not cut, excavate, or otherwise alter any other work without prior written consent of the party responsible for such other work. The **Contractor** shall supply, install and/or cause items to be built into interfacing Work, verify dimensions of interfacing Work, and notify the **Professional** of interfacing work that is unsatisfactory for, or prevents satisfactory installation of, any Work. Installation of any Work shall constitute acceptance by the **Contractor** of all previously placed interfacing work.

13.2.4. The **Contractor** shall be responsible for cooperating with the **Professional** fully in the coordination of the **Contractor** Submittals with interfacing submittals of other parties whose work in any way integrates with the Work or vice versa. Any such coordinated Submittal of the **Contractor** shall identify, by specific written notation, Work which integrates with the other work and of which the **Contractor** knows or has reason to know.

13.2.5. If the **Owner** contracts for other work, the **Owner** will have authority and responsibility for coordinating the operations of the **Contractor** and the other work. The **Owner** may delegate the specific authority and responsibility for coordinating the operations of the **Contractor** and of those parties performing the other work to another organization either by provision in Section 00800 Supplementary Conditions or at the pre-construction conference.

13.3 Claims Between the Contractor and Other Parties:

13.3.1. If the **Contractor** causes damage to the work or property of others, or if a claim arising out of the **Contractor's** execution of Work is made by another party against the **Contractor**, **Owner** or **Professional**, the **Contractor** shall promptly attempt to settle with that party by agreement or otherwise resolve the claim. The **Contractor** shall in any event, defend, indemnify, and hold harmless the **Owner** and **Professional** from and against all claims, as provided in paragraph 1.4, and/or judgments arising out of or resulting from damage by the **Contractor** to the work or property of others.

13.3.2. If another party causes damage to the Work or property of the **Contractor**, or if the performance of other work results in any claim by the **Contractor**, the **Contractor** shall promptly resolve the issue by agreement or otherwise resolve the claim. The **Contractor** shall not begin any action against the **Owner** (or its departments, agencies, boards, commissions, officers, and employees) or **Professional** (or their consultants, agents or any of their directors, officers, shareholders, agents, or employees), or permit any action against them to be maintained in the **Contractor's** name or for the **Contractor's** benefit before any court or tribunal, which action seeks to impose liability or recover damages from the **Owner** or **Professional** for such claim.

13.3.3. If the **Contractor** becomes involved in settling or otherwise resolving claims and disputes with other parties performing other work from events covered under paragraphs 13.3.1 or 13.3.2, or because of any other similar controversy, including damage to the Work or other work, or a dispute about responsibility for clean-up or any other issue, neither the **Owner** or **Professional** nor any of their respective consultants, agents, directors, shareholders, officers or employees will be involved in any way in such action (unless subpoenaed or ordered by a court). If the **Owner** incurs costs or damages of the types barred by the provisions paragraphs 13.3.1 and 13.3.2, the **Contractor** shall reimburse those costs and damages to the **Owner**.

13.3.4. Except as excluded in paragraph 13.3.5, if any party performing other work causes Delay upon the Work and if, upon a request from the **Contractor**, the **Owner** determines that any such Delay justifies an increase in Contract Price and/or Contract Time, the **Owner** shall amend the Contract Documents to provide the necessary adjustment in Contract Price or Contract Time, or both.

13.3.5. If a party performing other work is granted an extension in a contract time only (on account of Delay not reasonably anticipatable under the circumstances nor caused, in whole or in part, by any act or omission of the other party, the **Owner**, **Professional** or the **Owner's** representative on that other work), and if, upon a request from the **Contractor**, the **Owner** determines that the time extension granted to the other work requires a change in a coterminous Contract Time in the Contract Documents, the **Owner** shall amend the Contract Documents to provide for the necessary change in Contract Time only.

ARTICLE 14 TERMINATION

14.1 Notice Requiring Assurance of Due Performance:

14.1.1. The **Owner** may request the **Contractor** (with copy to the surety) to provide written assurance of due performance if, at any time, any of the following non-conformances occur, any of which, if not corrected, may justify defaulting the **Contractor**:

14.1.1.1. The **Contractor** fails to complete the Work, or a specified part of the Work, within the corresponding Contract Time; fails or refuses to supply sufficient management, supervision, workers, materials, or equipment; or otherwise fails to prosecute the Work, or any specified part of the Work, with the diligence required to comply with the Contract Time(s).

*14.1.1.2. The **Contractor** persistently disregards the authority of the **Professional** or violates or disregards a provision of the Contract Documents or the Laws of any Political Subdivision with jurisdiction; or

14.1.1.3. The **Contractor** admits in writing, or the **Owner** otherwise establishes, the **Contractor's** inability or refusal to pay the **Contractor's** debts generally as they become due; or in response to the **Owner's** demand, fails to provide adequate, written assurance that the **Contractor** has the financial resources necessary to complete the Work within the Contract Time.

14.1.2. Within seven (7) Calendar Days after the **Contractor** receives a notice requiring assurance of due performance, the **Contractor** shall meet with the **Owner** and present the **Contractor's** plan to correct the non-performance with supporting documentation. If the **Owner** determines that the **Contractor's** plan provides adequate assurance of due performance, that determination shall not waive the **Owner's** right to subsequently default the **Contractor** or affect any rights or remedies of the **Owner** against the **Contractor** and/or surety then existing or that may accrue in the future.

14.2 Contractor Default and Termination for Cause:

14.2.1. The **Owner**, after giving the **Contractor** and surety seven (7) Calendar Days' written notice of intent to default, may declare the **Contractor** in default and terminate the services of the **Contractor** of upon the occurrence of one or more of the following events:

14.2.1.1. At or after the meeting referred to in paragraph 14.1.2, the **Owner** determines that there is sufficient cause, giving the issues raised, to default the **Contractor**.

*14.2.1.2. The **Contractor** fails to comply with the Michigan Residency requirements (1984 PA 431, as amended, MCL 18.1241a); or is found to be in violation of Section 4 of 1980 PA 278 concerning unfair labor practices, or any nondiscrimination requirements imposed by Law.

14.2.1.3. The **Contractor** violates or breaches any material provision of the Contract Documents which provides contractually for the for-cause termination or rescission of the Contract or of the **Contractor's** right to complete the Work.

14.2.1.4. A trustee, receiver, custodian, or agent of the **Contractor** is appointed under contract, as opposed to under bankruptcy Law, whose appointment or authority to take over the **Contractor's** property is for the purpose of enforcing a lien against such property or for the general administration of such property for the benefit of the **Contractor's** creditors; or

14.2.1.5. It is determined that gratuities, including, but not limited to entertainment, gifts or donations were given by or on behalf of the **Contractor** to an official, agent, servant, or employee of the **Owner** or **Professional** to secure the Contract or favorable treatment with respect to the awarding or amending or the making of any determination relative to the execution of the Work.

14.2.2. Unless otherwise agreed between the **Owner** and **Contractor**, at the expiration of the seven (7) Day (intent to default) period, the **Contractor** shall immediately stop all Work and proceed in accordance with the **Owner's** instructions. Following receipt, and expiration, of a second seven (7) Day written notice period intended to allow the surety to complete an investigation of the default, the surety shall immediately:

14.2.2.1. If approved by the **Owner**, arrange for the **Contractor** to continue with performance and prosecution of the Work to completion; or

14.2.2.2. Undertake to perform and complete the Work, in accordance with the Contract Documents, in place of the **Contractor**, either through the surety's agents or by executing Sub agreements with qualified contractors (excluding the **Contractor** and any of the **Contractor's** affiliates), or both; and

14.2.2.3. If agreed to by the **Owner**, waive the surety's rights set forth elsewhere in this Article, and with reasonable promptness under the circumstances, after investigating in good faith and with due care and diligence, determine the amount for which it may be liable to the **Owner**, and present that determination to the **Owner**. If the **Owner** rejects that amount, the surety shall negotiate a sum acceptable to the **Owner** and promptly pay that amount to the **Owner** in full and with interest from the date the termination of the **Contractor's** services became effective. If the **Owner** rejects the sum determined by the surety, or if the surety fails to negotiate an agreement with the **Owner** on the amount of the surety's liability, the **Owner** shall have full power and authority to default the surety.

14.2.3. If the **Owner** has terminated the **Contractor**, and the surety elects to act under paragraph 14.2.2.2, the **Owner** will determine in good faith the amount necessary to cover the total direct, indirect and consequential costs (including, but not limited to liquidated damages, costs of correcting Work, fees and charges of engineers, architects, attorneys and others and any other costs and damages for which the surety is liable under Section 00610 Performance Bond) that the **Owner** believes it will sustain from that default. The **Owner** will communicate its determination to the surety, and the **Owner** will deduct that amount in its entirety from Requests for Payment under the Contract Documents. Upon completion of the Work, if the unpaid balance of the Contract Price is not sufficient to reimburse the **Owner** for all actual direct, indirect, and consequential costs resulting from the default of the **Contractor**, the surety and **Contractor**, jointly and severally, are liable to the **Owner** for the difference, which they shall pay to the **Owner** promptly.

14.2.4. If the **Owner** has terminated the **Contractor**, and the surety elects to act under paragraph 14.2.2.2, the surety's contract with another contractor makes that contractor a Subcontractor under the Contract, in which case: (a) the provisions of Article 11 shall remain in full force and effect, (b) the methods and criteria to be used to compute the surety's (in lieu of the **Contractor's**) and that contractor's Cost of and Fee for any Work involved shall be limited to those provided in Article 11, and (c) all Work performed by any such contractor pursuant to a Sub agreement with the surety shall be governed by the flow-through requirement in paragraph 5.1.6, the waiver of rights of subrogation provision in paragraph 7.8 and any other requirements of the Contract Documents governing Sub agreements.

14.2.5. If the **Owner** has terminated the **Contractor**, any such termination will not affect any rights or remedies of the **Owner** against the **Contractor** or surety, or both, then existing or that may accrue after termination. All provisions of the Contract Documents that, by their nature, survive final acceptance of the Work shall remain in full force and effect after a termination for cause of the **Contractor** or default of the surety, or both.

14.2.6. The **Owner** may, in its sole discretion, permit the **Contractor** to continue to perform Work when the **Contractor** is in default or has been defaulted. Such decision by the **Owner** shall in no way operate as a waiver of any of the **Owner's** rights under the Contract Documents or Section 00610 Performance Bond, nor in the event of a subsequent default, entitle the **Contractor** or surety to continue to perform or prosecute the Work to completion.

14.3 Surety Default:

14.3.1. If upon receipt of a notice of termination for cause, the surety fails to proceed immediately and as provided in paragraph 14.2.2, the **Owner** shall declare the surety in default under Section 00610 Performance Bond in accordance with the terms and conditions of this paragraph.

14.3.1.1. No default of the surety under the Section 00610 Performance Bond shall be declared, however, until the expiration of fifteen (15) Calendar Days after receipt by the surety of an additional written notice from the **Owner** demanding that the surety perform its obligations under Section 00610 Performance Bond.

14.3.2. If the **Owner** declares the surety in default, the **Owner** shall have full power and authority to exclude the surety and **Contractor** from the site, assume any Sub agreements that the **Owner** so selects and take possession of the Work and of all the surety's and **Contractor's** tools, plant and office, and construction equipment at the site (without liability to the surety or **Contractor** for trespass, rent or conversion). The **Owner** will (a) proceed to the full extent that the surety and **Contractor** could have proceeded, (b) incorporate into the Work all materials and equipment stored at the site or elsewhere, and (c) prosecute the Work to completion as the **Owner** may deem expedient. When the **Owner** exercises any of the rights or remedies provided in this paragraph, the **Owner** shall not be required to obtain the lowest price for Work performed.

14.3.3. If the **Owner** has defaulted the surety, any such termination or default will not affect any rights or remedies of the **Owner** against the **Contractor** or surety, or both, then existing or that may accrue after termination. Any retention or payment of monies due the **Contractor** or surety by the **Owner** will not release the **Contractor** or surety from liability. All provisions of the Contract Documents that, by their nature, survive final acceptance of the Work shall remain in full force and effect after a termination for cause of the **Contractor** or default of the surety, or both.

14.4 Termination for Convenience of the Owner:

14.4.1. Upon fifteen (15) Calendar Days' written notice to the **Contractor** and surety, or sooner if reasonable under the circumstances, the **Owner** may, without cause and without prejudice to any other right or remedy it may have, elect to terminate any part of the Work, or the Agreement in whole or in part, as the **Owner** may deem appropriate for its convenience. Upon receipt of any such termination notice, the **Contractor** shall immediately proceed in accordance with any specific instructions, protect and maintain the Work, and make reasonable and diligent efforts to mitigate costs associated with the termination.

14.4.2. In any termination for convenience, the **Contractor** shall be paid for (a) Work completed, in accordance with the Contract Documents, before receipt of the notice of termination, and (b) reasonable termination settlement costs for commitments that had become firm before the termination. The **Contractor** shall not be paid any anticipated and unrealized general conditions costs, administrative expenses, and profit for uncompleted Work. If no agreement can be reached as to reasonable termination costs, the **Owner** will make a determination in writing which shall be final and binding on the **Contractor** unless the **Contractor** delivers notice of a claim and a claim Submittal in accordance with the procedures and within the deadlines set forth in Article 15.

14.4.3. Upon termination for convenience, the **Owner** shall have full power and authority to take possession of the Work, assume any Sub agreements with Subcontractors and Suppliers that the **Owner** selects, and prosecute the Work to completion by contract or as the **Owner** may deem expedient.

14.4.4. If after notice of termination of the services of the **Contractor**, it is determined the **Contractor** was not in default, the termination shall be deemed to have been for the convenience of the **Owner**. In such event the **Contractor** may recover from the **Owner** payment in accordance with paragraph 14.4.2.

14.5 The Contractor May Suspend Work:

14.5.1. In addition to being entitled to earning interest on unpaid Requests for Payment, the **Contractor** may, upon fifteen (15) Calendar Days written notice to the **Owner**, suspend the Work for the **Owner's** convenience if, through no act or fault of the **Contractor**, the **Professional** fails, for thirty (30) Calendar Days, to initiate processing of any Request for Payment or the **Owner** fails, for ninety (90) Calendar Days, to pay the **Contractor** any Request for Payment finally certified by the **Professional** to be due

14.5.2. Except as specifically provided in paragraph 14.5.1, this provision shall not relieve the **Contractor** of the **Contractor's** obligations to prosecute the Work in accordance with the Progress Schedule and without Delay during any disputes and disagreements with the **Owner**.

ARTICLE 15 DISPUTES

15.1 Claims Under This Article:

15.1.1. All claims, counterclaims, disputes, and other matters in question between the **Owner** and **Contractor** arising out of or relating to the Contract Documents or the breach thereof, shall be submitted in writing to the **Professional** and otherwise processed and resolved as provided in this Article.

15.1.2. A claim means a written demand or assertion by the Owner or Contractor, which is properly certified, seeking an adjustment in Contract Price and/or payment of moneys due, an extension or shortening in Contract Time, the adjustment or interpretation of Contract terms, or other relief arising under or relating to the Contract. If a Bulletin or specific request for proposal has been issued by the Professional or Owner and quoted by the Contractor, it may become a claim or dispute with proper written notice per 15.1.2.1 should the Contractor is object to a written determination and/or rejection by the Professional or Owner under the appropriate provision of the Contract Documents.

15.1.2.1. Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker (Professional/PSC). Claims by either party must be initiated within 21 days after the occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognized the condition giving rise to the claim. Provided such timely notice is delivered, a full and detailed breakdown of cost and time requested, with supporting documentation, if not provided with initial notice shall be delivered to Professional and Owner within 15 days of the notice, as noted in Article 11.1.2, unless otherwise agreed in writing, by the Owner prior to expiration of such time.

15.1.2.2. Pending final resolution of a Claim, except as otherwise agreed in writing or as provided under conditions of failure of timely progress payment or Article 14, the Contractor shall ensure the Work diligently proceeds with the performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Owner shall prepare Change Orders and PSC shall certify payment requests in accordance with the decisions of the Initial Decision Maker.

15.1.3. Unless otherwise agreed between the parties, any claim that can be resolved under a provision of the Contract Documents providing for or excluding the relief sought by the claimant shall be resolved in accordance with that provision.

15.1.4. **Notice of Claim** - Except for **Owner** claims for liquidated damages, no claim shall be valid unless it is based upon written notice delivered by the claimant to the other party and the Professional/PSC within 21 days as per 15.1.2 and 15.1.2.1. The notice shall include a supporting statement stating the nature of the dispute, the amount involved, if any, and the remedy sought. The claim submittal with all supporting data shall be delivered within thirty (30) Calendar Days after Notice (unless the **Professional** allows an extension). The responsibility to substantiate claims shall rest with the claimant.

*15.1.5. A claim by the **Contractor** shall be submitted to the **Professional** and **Owner** for a recommendation or decision from the **Professional** and, if necessary, an **Owner** determination. A claim by the **Owner** shall be submitted to the **Contractor** and the **Professional** for a written recommendation or decision by the **Professional**. The **Owner** reserves the right to audit, using the provisions in paragraph 11.14, any **Contractor** claim (or claim package) that the **Contractor** values at more than \$50,000.00.

15.1.6. Pending final resolution of any claim under this Article, the **Contractor** shall proceed diligently with the Work and comply with any decision of the **Owner** and/or **Professional**

15.2 Requirement for Certification of Contractor Claims:

15.2.1. For all **Contractor** claims seeking an increase in Contract Price or Contract Time, the **Contractor** shall submit an affidavit, certifying that the amount claimed accurately reflects any Delay and all costs that the **Contractor** is entitled from the occurrence of the claimed event and that supporting cost and pricing data are current, accurate, complete and represent the **Contractor's** best knowledge and belief. The affidavit shall be executed by an officer or partner of the **Contractor** with proper authority or his/her designee.

15.3 Recommendations or Decisions from the Professional:

*15.3.1. For **Contractor** claims under \$100,000.00, if requested in writing by the **Contractor**, the **Professional** will render a recommendation or decision within thirty (30) Calendar Days after the request and the **Owner** will issue, if necessary, a determination within thirty (30) Calendar Days after the **Professional's** recommendation or decision. For **Contractor** claims exceeding \$100,000.00, the **Professional** will issue its recommendation or decision and the **Owner**, if necessary, will issue its determination, within sixty (60) Calendar Days after completing an audit of the claim, or after deciding not to conduct such an audit or, in the alternative, will notify the **Contractor** of the date when the determination will be made. In the latter case, a final determination will be concluded within sixty (60) Calendar Days from the date of such notification.

*15.3.2. For **Owner** claims under \$100,000.00, the **Professional** will render a recommendation or decision within thirty (30) Calendar Days of the request. For **Owner** claims over \$100,000.00, the **Professional**, within sixty (60) Calendar Days, will render a recommendation or decision or notify the **Owner** and **Contractor** when such will be rendered.

*15.3.3. To the extent any **Professional's** decision is to deny a **Contractor** claim or to agree with an **Owner** claim, that decision shall be final and binding on the **Contractor**, without any determination by the **Owner**, unless the **Contractor** files a request for a presentation with the **Director-DCD** within thirty (30) Calendar Days as required by paragraph 15.4.1. Unless a claim is made in accordance with these requirements, it shall be waived.

*15.3.4. To the extent that any recommendation from the **Professional** is partly or wholly adverse to a claim from the **Owner**, that determination shall be final and binding on both the **Owner** and **Contractor** unless either party files a request for a presentation with the **Director-DCD** as required in paragraph 15.4.1.

*15.3.5. To the extent the **Professional** recommends payment of any **Contractor** claim which increases the Contract Price, that recommendation shall be subject to a determination from the **Owner** in a written opinion. In the event any such determination from the **Owner** is partly or wholly adverse to the preceding recommendation from the **Professional**, that determination shall be final and binding on the **Contractor** unless the **Contractor** files suit in the Michigan Court of Claims within thirty (30) Calendar Days after receipt of such determination. Unless a claim is made in accordance with these requirements, it shall be waived.

15.4 Determinations by the Director-DCD:

*15.4.1. If either the **Contractor** or **Owner** is not satisfied with any decision of the **Professional** rendered pursuant to paragraph 15.3.3 or 15.3.4, that party shall, within thirty (30) Calendar Days of receiving that decision, file a written appeal with the **Director-DCD**. If a **Contractor** or **Owner** appeal is timely filed, the claimant shall be entitled to present its claim, unless waived, to the **Director-DCD**, or his/her designee, provided that a claim narrative with complete supporting documentation is delivered to the **Director-DCD**, or his/her designee, within thirty (30) Calendar Days of that party's written notice of appeal.

*15.4.2. Within thirty (30) Calendar Days after receipt of any such claim narrative, the **Director-DCD**, or his/her designee, shall schedule the time to start the presentations taking into account the dispute's complexity and the urgency of its resolution. Subject to any recognized privilege, discovery shall be available to either party as provided by the **Director-DCD**, and his/her designee, and shall be concluded thirty (30) Calendar Days before the start of the presentations.

*15.4.3. During the presentations, the **Director-DCD**, or his/her designee, shall hear presentations and receive evidence on the matters in dispute, as supported by the statement of the dispute. The **Director-DCD**, or his/her designee, shall have discretion concerning the allowability of evidence submitted, and shall not be bound to any rules of evidence other than those he/she promulgates.

*15.4.4. If the right to a presentation is waived or if a presentation is conducted and the dispute remains unresolved, the **Director-DCD**, or his/her designee, at his/her sole option, shall specify in which forum the dispute shall thereafter be conducted by issuing a written determination to the **Contractor** that the dispute if the **Contractor** so elects, be submitted in writing to:

*15.4.4.1. The Court of Claims maintained by the State of Michigan for the purpose of adjudicating claims against the State or other appropriate court, or

*15.4.4.2. Arbitration in accordance with the construction industry rules of arbitration of the American Arbitration Association, subject to the provisions of paragraphs 15.5.1 and 15.5.2, unless the parties mutually agree otherwise.

*15.4.5. The **Director-DCD's**, or his/her designee's, determination on the forum in which the dispute shall be conducted is final and binding upon the **Owner** and **Contractor**. The **Director-DCD's**, or his/her designee's determination on the dispute shall be final and binding on the **Contractor** unless the **Contractor** files a lawful action in the forum so chosen (Michigan Court of Claims or arbitration) within thirty (30) Calendar Days after receiving the **Director-DCD's**, or his/her designee's, determination.

*15.4.6. If, after such determination from the **Director-DCD**, or his/her designee, the **Contractor** properly submits the dispute to the Michigan Court of Claims or requests arbitration, and the final determination of either forum does not increase the **Contractor's** recovery by thirty (30%) percent or more above that awarded by the **Director-DCD**, or his/her designee, or voluntarily withdraws the action, the **Contractor** shall pay all resulting expenses of the **Owner** (including, but not limited to reasonable charges of attorneys, engineers, others and court or arbitration costs)

15.5 Supplements to AAA Arbitration:

*15.5.1. No arbitration, arising out of, or relating to the Contract Documents shall include, by consolidation, joinder or in any other manner, any additional party not a party to this Contract, except by written consent containing a specific reference to the Agreement and signed by all the parties involved. Consent shall be deemed given by any party who has executed an agreement directly with the **Owner** affected by the Project and containing provisions comparable to those in this Article 15.

Any consent to arbitration involving any additional party or parties shall not constitute consent to arbitration of any dispute not permitted in this Article. The agreement to arbitrate with any additional party or parties duly consented to by the parties to this Contract shall be specifically enforceable under the prevailing arbitration Law.

15.5.2. Subject to any recognized privilege, discovery shall be available to each party to the arbitration as it would be available under the general court rules of the Michigan Court of Claims which shall be enforced by the American Arbitration Association. All discovery and amendments to the prehearing summary shall conclude thirty (30) Calendar Days before the arbitration date. Failure to provide the foregoing discovery shall render any claim supported by witnesses or documents not so disclosed excludable by the arbitration panel in its discretion.

15.6 Interest on a Judgment; Payment of Judgment:

*15.6.1. If, subsequent to a determination by the **Director-DCD**, or his/her designee, the **Owner** or **Contractor** files a Michigan Claims Court or AAA arbitration action, and the party filing for such action increases its recovery by thirty (30%) percent or more above that awarded by the **Director-DCD**, or his/her designee, that party shall be entitled to interest calculated in accordance with MCL 600.6013, as amended, whether the action is filed with the Michigan Court of Claims or the American Arbitration Association.

*15.6.2. After settlement or final adjudication of any claim under this Article if, upon demand, payment by the **Contractor** is not made to the **Owner**, the **Owner** may offset the appropriate amounts against (a) payments due to the **Contractor** under any other contract between the **Owner** and the **Contractor**, or (b) any amounts for which the **Owner** may be obligated to the **Contractor** in any capacity.

15.7 Venue; Flow-Through Provision:

15.7.1. The **Contractor** agrees to waive jurisdiction and venue, to consent and submit to the jurisdiction of, and not commence any action in other than, a competent State court in Ingham County, Michigan, unless original jurisdiction is vested in the Michigan Court of Appeals, the Michigan Court of Claims, or the Michigan Supreme Court, regardless of residence or domicile, for any action or suit at law or in equity arising out of or under the Contract Documents. The **Contractor** further agrees that it will have each of its Suppliers and Subcontractors provide similar waivers as those required in this paragraph.

15.7.2. The **Contractor** shall insert the provisions of this Article in all Sub agreements, altering those paragraphs only to identify properly the contracting parties.

END OF SECTION 00700

SECTION 00800 SUPPLEMENTARY CONDITIONS

PROFESSIONAL – Hobbs+Black Architects

WORK – Michigan State Police Headquarters Upgrade Elevators

FILE No. - 171/24099.TYC

The provisions of this Section 00800 Supplementary Conditions amend or supplement Section 00700 General Conditions and those other provisions of the Contract Documents, as indicated below. All other provisions of the Contract Documents that are not so amended or supplemented remain in full force and effect.

END OF SECTION 00800

SECTION 01310 PROGRESS SCHEDULE

PART 1 - GENERAL**1.01 SUMMARY**

A. The **Contractor** will submit CPM Progress Schedules to the **Owner** depicting its approach to prosecution of the Work. This includes but is not limited to the **Contractor's** approach to recovering schedule and managing the effect of changes, substitutions, and Delays on Work sequencing.

B. The Progress Schedule will include the Rev. 0 Submittal (par. 3.02), Update Submittals (par. 3.03) and Revision Submittals (par. 3.04). Each Submittal will be assigned a unique number. For a resubmission, the initial number will be modified by the letter A, B, C, etc., as appropriate.

C. Through the Progress Schedule, the **Owner** will seek to stay current on progress, updated Activity and Milestone Dates, and the **Contractor's** approach to Work remaining.

D. References to the Critical Path Method (CPM) are to CPM construction industry standards that are consistent with the requirements of this Section 01310.

1.02 RELATED SECTIONS

A. Section 00440 Schedule of Materials and Equipment; Section 00500 Agreement; Section 00700 General Conditions; and Section 00800 Supplementary Conditions.

1.03 GLOSSARY OF TERMS

A. Capitalized terms not already defined in any Division 0 Specification have the following intent and meanings:

1. Milestone—A key point of progress, designating interim targets toward the Contract Times. They may pinpoint critical path foundations, key deliveries, building framing, start of MEP rough-in, building enclosure, partitions, interior finishes, conditioned space, commissioning stages, Substantial Completion, and other events of like import.
2. Official Schedule—The most recent Revision Submittal returned to the **Contractor** as Resubmittal Not Required. The Rev. 0 Official Schedule is the *As-Planned* Schedule.
3. Revision 0 Submittal—Progress Schedule submitted by the **Contractor** depicting the entire Work as awarded.
4. Update Submittal—A monthly Progress Schedule update reflecting progress and minor adjustments on the Activities, sequencing and restraints for Work remaining.

1.04 QUALITY ASSURANCE

A. The **Contractor** will obtain a written interpretation from the **Professional**, if the **Contractor** believes the selection of Activities, logic ties or restraints requires an interpretation of the Contract Documents. With each submission, the **Contractor** will point out by specific, written notation, any Progress Schedule feature that may reflect variations from any requirements of the Contract Documents.

B. The **Contractor** is responsible to obtain information from each Subcontractor and Supplier when scoping their respective Activities, Values, logic ties and restraints

C. No review of any Progress Schedule by or on behalf of the **Owner** will relieve the **Contractor** from complying with the Contract Times and any required sequence of Work or from completing Work omitted from the Progress Schedule. No review will imply approval of any variation from or interpretation of the Contract Documents, unless approved by the **Professional** through a written interpretation or by means of a separate, written notation.

1.05 ALLOWANCES

A. Work covered by Cash Allowances will be completed within the Contract Times. To the extent reasonable and consistent with the **Contractor's** plan, Work authorized by contingency allowances will be completed within the Contract Times. The Progress Schedule will incorporate the **Contractor's** best estimate of the Activities, logic and restraints required, using the information in the Contract Documents, or as indicated by the **Professional** in writing.

1.06 "OR EQUALS" AND SUBSTITUTIONS

A. Activities in the Rev. 0 Progress Schedule will be based on materials and equipment required by the Contract Documents and will not reflect any "or equal" or substitute materials or equipment, even if the **Contractor** intends to pursue "or equal" and substitution proposals. This limitation also applies to any Means and Methods indicated in or required by the Contract Documents.

1.07 MEASUREMENT AND PAYMENT

A. The Schedule of Values will include a Progress Schedule *pay item*. Fifteen percent (15%) of this *pay item* will be eligible for payment upon delivery of the *complete* Rev. 0 Submittal. The balance of this *pay item* will be eligible for payment, on a prorated basis, with each Request for Payment attaching an Update Submittal.

PART 2 - WORK PRODUCTS**2.01 PROGRESS SCHEDULE SUBMITTALS**

A. Each Progress Schedule Submittal will consist of an electronic disk with the **Contractor's** files, a narrative and three (3) copies of the required reports and plots.

B. The CPM scheduling software will be Primavera Project Planner®, SureTrak® or Microsoft Project®.

2.02 PRINTOUTS

A. Schedule Reports will include Activity (ID) code and description, duration, calendar, Early Dates, Late Dates and Total Float, all of which will comport with the requirements of paragraph 8.3.4 of Section 00700 General Conditions.

1. Late Finish Date for an Activity pinpointing a Contract Time will equal that Contract Time. Early Start Date for an Activity designating a Contract restraint will equal the proper Notice to Proceed date. Schedule Reports may or may not append CPM Plots (time-scaled Activity/logic).

2. For Precedence Diagram Method, separate Schedule Reports will tabulate, for each Activity, all preceding and succeeding logic types and lead times, whether CPM Plots displaying vertical logic ties are appended or not.

B. CPM Schedule Plots will be plotted on a suitable time scale and identify the Contract Times, Critical Paths, and sub-Critical Paths. Activities will be shown on the Early Dates with Total Floats noted by Late Date flags.

C. Line of Balance Plots will reflect industry practice for repetitive construction and will segregate the production lines for all trades within the hammock Activities.

2.03 NARRATIVE REQUIREMENTS

A. In general, a narrative will describe the **Contractor's** approach to prosecution of the Work, subject to the requirements of the Contract Documents. Further, each narrative will list the Critical Path Activities and compare Early and Late Dates with Contract Times and Milestone Dates. The basis for restraint dates will be explained.

B. For each Update Submittal, the narrative will compare current Dates to the respective Milestone Dates, describe changes in crewing and construction equipment and identify new Delays. For each Revision Submittal, the narrative also will itemize changes in Activities, logic ties and restraint dates made necessary by each change, Delay, schedule recovery, substitution and **Contractor**-initiated revision occurring since the previous Submittal.

2.04 ACTIVITY REQUIREMENTS

A. The Progress Schedule will detail Work sequencing only to the extent necessary to allow the **Owner** to correlate percent complete, compare actual dates with Milestones and Contract Times and the data in Requests for Payment.

B. Separate Activities will designate permits, construction, Submittal preparation/review (and resubmission and re-review, for same); MEP coordination drawings; deliveries; commissioning; and Punch List. Separate Activities will designate **Owner**-furnished items, interface with other work and the **Owner** and **Professional's** responsibilities.

B. Activities will be detailed only to the extent required to show the transition of trade Work. Activities will detail the progression through site/excavation, foundations, building framing, start/completion of interior partitions, MEP rough-in, building enclosure, interior finishes, conditioned space, and commissioning.

1. Submittal Activities will segregate long-lead items, any item requiring structural access and other procurements that, in the **Contractor's** judgment, may bear on the rate of progress. Separate MEP coordination drawing Activities will be used for each floor. Beyond these requirements, it is not necessary to burden the Progress Schedule with Activities for less significant Submittals and deliveries.

2. For multiunit Work (e.g., rough-in overhead MEP for each floor, etc.), detailed Activities will be shown for a typical (often, the first) unit). Other or follow-on units may be replicated, as appropriate, or modeled with a hammock Activity combining the sum total of the typical detailed Activities. Separate Activities, as may be suitable to the Divisions of Work involved, will be identified for single-unit Work. This requirement applies to such scope as Work in mechanical rooms, building framing, commissioning, etc.

3. Activities will not combine separate or non-concurrent items of Unit Price or lump sum Work, Work in separate structures and Work in distinct areas, locations or floors within an area or structure; or rough-in and finish Work.

C. Activity durations will equal the Business Days required to sufficiently complete the Work designated by the Activity (i.e., when finish-to-start successors may start, even if the Activity is not quite 100% complete). Installation Activities will last from twenty (20) to forty (40) Days.

D. Activities will be assigned consistent descriptions and identification codes. Sort codes will group Activities by building or structure, floor or area, Change Order and Change Authorization and other meaningful scheme

PART 3 – EXECUTION**3.01 FLOAT TOLERANCES**

A. Any Progress Schedule with Early Dates after a Contract Time will yield negative Total and Contract Floats, whether shown/calculated or not. Any Revision Submittal with less than negative twenty (20) Days of Float will be returned as "Revise and Resubmit," unless a time extension is requested, or the **Owner** withholds liquidated damages or asserts intent to do so in the event schedule is not recovered.

B. Floats calculated from the definitions given in Section 00020 Glossary supersede any conflicting Float values calculated within any early completion Progress Schedule.

3.02 REVISION 0 (Rev. 0) SUBMITTAL

A. The complete Revision 0 Submittal will be due with the first Request for Payment. The Rev. 0 Submittal will show the Work as awarded, without Delays, "or equal" or substitutions, Change Orders or Change Authorizations.

1. The Rev. 0 narrative will detail the **Contractor's** management of the site (lay down, parking, etc.). Further, the Rev. 0 narrative will identify shifts, weekend Work, Activity calendars, Delays since award and all pending and anticipated "or equal" and substitution proposals.

E. Once endorsed by the **Owner** and returned as "Resubmittal Not Required," the Rev. 0 Progress Schedule (or Rev. 0A, etc.) will be the As-Planned Schedule and the basis for Update Submittals until the Rev. 1 Official Schedule is established. Once the As-Planned Schedule is established, the **Owner** will select Milestones and note Milestone Early and Late Dates. As the Official Schedule evolves, Milestone Dates will be revised accordingly.

F. If the **Owner** refuses to endorse the Rev. 0 Submittal (or Rev. 0A, for a resubmission) as "Resubmittal Not Required," the As-Planned Schedule will not be established. In that event, the **Contractor** will continue to submit Update and Revision Submittals reflecting progress and the **Contractor's** approach to remaining Work. The **Owner** will rely on the available Update and Revision Submittals, subject to whatever adjustments it determines appropriate.

3.03 UPDATE SUBMITTALS

A. Update Submittals with progress up to the closing date and updated Early and Late Dates for progress and remaining Activities will be due with each Request for Payment. As-built data will consist of actual start dates, percent complete, actual finish dates, changes, Delays, and other significant events occurring before the closing date.

3.04 REVISION SUBMITTALS

A. Progress Schedule Revisions will be submitted with the third Request for Payment and every two (2) months after that, or more often, if necessary due to schedule recovery or other Progress Schedule revisions. Revisions will revise the Update Submittal attached to the prior Request for Payment.

B. Progress Schedule revisions will detail all impacts on pre-existing Activity scope, logic ties and restraint dates and reflect the Contractor's current approach to Work remaining. Revisions may be required because of changes in the Work, substitutions, schedule recovery and Delays.

C. Once endorsed by the **Owner** and returned as "Resubmittal Not Required," a Revision Submittal becomes the Rev. 1, Rev. 2, etc. Official Schedule and the basis for subsequent Update Submittals until a more current Official Schedule is established. If the **Owner** refuses to endorse a Revision Submittal as "Resubmittal Not Required," the **Contractor** will continue to submit Update and Revision Submittals when and as required in this Section.

3.05 RETROSPECTIVE DELAY ANALYSIS

A. If the **Owner** refuses to endorse any Revision Submittal as "Resubmittal Not Required," the **Contractor** and **Owner** will use the latest Official Schedule when evaluating the effect of Delays on Contract Time and/or Contract Price. The procedure will consist of progressively revising the latest Official Schedule at key Revision Submittal closing dates. For each Progress Schedule iteration, slippage between actual Milestone Dates and Rev. 0 Milestone Dates will be correlated to Delays occurring solely in that iteration. Revisions affecting Work after any iteration will be included only to the extent consented by the **Owner** at that time and/or if actually confirmed by as-built progress.

END OF SECTION 01310

This 01310 Specification uses the FORMSPEC™ Section 01310 Model Progress Schedule Specification (CPM Short Form). Title to and use of this Specification is strictly restricted. Except as may be appropriate for use in the bidding and execution of the Work, reproduction, translation or substantial use or quotation of any part of this Specification beyond that permitted by the 1976 United States Copyright Act without prior written permission of PMA Consultants LLC is unlawful.

APPENDIX I

SPECIAL WORKING CONDITIONS

DTMB State Facilities Administration
Security Clearance Request

Contractor Instructions

The purpose of this document is to establish security and supervision requirements for contract personnel requiring access to Department of Technology, Management and Budget (DTMB) facilities.

A *DTMB Security Clearance form* must be completed before an individual is granted access to a facility. Access approval will be in effect for one year from date of DTMB Facility Services approval or until estimated project completion date (whichever occurs first).

Contract personnel agree to adhere to all DTMB rules and regulations which in DTMB facilities. Access will only be granted for normal business hours. (Monday-Friday, 8:00 a.m.-5:00 p.m. except State holidays). DTMB State Facilities Administration, Facility Services section must clear any exception in advance.

Contract personnel will be required to submit the following to DTMB Facility Services Manager or Regional Manager before entering a DTMB facility:

Procedure for submitting form electronically (preferred and recommended)

1. Complete a *DTMB Security Clearance form* (using Microsoft Excel) and include the following:
 - Company name
 - Company Contact name and phone number
 - Complete name (**last name first**) and date of birth for all employees requiring access.
2. Email completed form to DTMB Facility Manager for an individual building or DTMB Regional Facility Manager for multiple building requests.

Procedure for submitted in person or mail delivery

1. Complete a *DTMB Security Clearance form* (using Microsoft Excel) and include the following:
 - Company name
 - Company Contact name and phone number
 - Complete name (**last name first**) and date of birth for all employees requiring access.
2. Return completed form to DTMB Facility Manager for an individual building or DTMB Regional Facility Manager for multiple building requests.

Note: This request must be received a minimum of 48 hours before entering a DTMB Facility.

DTMB Facility Access Criteria:

1. Present pictured ID.
2. Name must appear on the clearance list.
3. Sign-in and wear a dated visitor's pass (*must be visibly displayed at all times*).
4. Return visitor pass to security desk at days end.

Note: Individuals whose name does not appear on the clearance list are required to be signed in by a member of the DTMB Facility Services staff.

Failure to comply with the above procedure will result in the individual(s) being delayed and may be cause for denying access to DTMB facilities.

DEPARTMENT OF STATE POLICE

The work comprising this Project will be performed at a State Police Post, and the contractor must comply with the following special working rules:

1. Contractor/Professional must submit a BACKGROUND AUTHORIZATION form (CJIS-008) for all employees providing names, driver's license numbers, birth dates, and additional information when requested on all persons expected to be employed on the Project site. Such form (CJIS-008) must be submitted directly to the Michigan State Police designee for name and fingerprint background check approval before any person's appearance at the site for work assignments.
2. Contractor will be allowed to work within or on State Police Post confines from 8:00 a.m. to 5:00 p.m. No work may be performed on Saturdays or Sundays without written permission from the Post Commander. The Post Commander or their designee may arrange other time schedules.
3. All employees of the contractor may be subject to individual body search each time they enter the Post. Packages or containers of any kind may be opened for inspection. Lunch boxes are not permitted inside the security perimeter. All employees of the contractor will be required to have identification cards or badges furnished by the contractor.
4. All trucks and other mobile equipment may be subject to inspection both on arrival and departure from the Post. Absolutely no fraternization between State Police personnel and contractor's employees will be tolerated.
5. Contractor must follow rules pertaining to security and parking as established by the Post Commander. Contractor must observe all off-limit restricted areas beyond which no unauthorized personnel may trespass. The contractor and their workers may leave the assigned work areas.
6. There will be no exchange, loaning, or borrowing of tools, equipment, or manpower between Post personnel and the contractor.
7. The assigned gate through which materials, equipment, and vehicles must be transported will be opened upon request between 8:00 a.m. and 5:00 p.m.
8. Sanitary facilities will be assigned by the Post Commander for the use of the contractor's employees.
9. Security personnel may be assigned to the working areas. They may inspect and search areas under construction at any time, including the contractor's equipment.
10. Areas for contractor's employee parking must be assigned only by the Post Commander. Remove all firearms, weapons, alcoholic beverages, or explosives from vehicles before enter Post property. Lock vehicles when not attended.
11. The Post Commander retains the right to revise these "Special Working Conditions" as required to meet Post needs.

APPENDIX II
SPECIAL PROJECT PROCEDURES

DEMOLITION/REMODELING PROJECT PROCEDURES

Furnish all equipment, materials, labor, and services necessary to complete all building demolition required in connection with the existing building, in order to permit the installation of new Work. The goal of the Owner is to generate the least amount of waste or debris possible. However, inevitable waste and debris that are generated shall be reused, salvaged, or recycled, and disposal in landfills shall be minimized to the extent economically feasible. The Contractor will be required to prepare waste management plan for the collection, handling, storage, transportation, and disposal of the waste generated at the construction site for the Owner's review and approval. The Contractor will be required to produce waste management progress reports.

1. Locations: Notations are made in various places on the Drawings to call attention to building demolition which is required; however, these Drawings are not intended to show each and every item to be removed. The Contractor and the Subcontractors for the various trades must remove the materials related to their respective trades as required to permit the construction of the new Work as shown.
2. Permits: The Contractor must secure from the appropriate agencies all required permits necessary for proper execution of the work before starting work on the project site. All fees for securing the permits must be paid by the Contractor, including all inspection costs which may be legally assessed by the Bureau of Construction Codes in accordance with the authority granted under the Public Act 1980 PA 371, as amended.
3. Enclosures: Where it is necessary to make alterations to walls, floors or roof of the existing building, the Contractor must provide and maintain dustproof partitions to separate the parts where Work is being done from the adjoining parts occupied by the State Agency. Where any parts are opened and exposed to the elements, the Contractor must provide weather tight enclosures to fully protect the structure and its contents.
4. Waste Management Plan: The management plan must address waste source identification and separation, returns, reuse and salvage, recycling, landfill options, alternatives to landfilling, materials handling procedures and transportation.
5. Preparation: Protect all existing Work that is to remain and restore in an approved manner any such Work that becomes damaged.
 - 5.1 Rubbish and debris resulting from the Work must be removed immediately from the site by the Contractor. However, any recyclable materials must be recycled; the Contractor will be required to use alternatives to landfills for waste disposal such as reuse or recycle of asphalt, bricks, concrete, masonry, plastics, paint, glass, carpet, metals, wood, drywall, insulation, and any other waste materials to the extent practical.
 - 5.2 Unless otherwise specified, the Agency will remove existing furniture, drapery tracks, draperies, window blinds, and other equipment items, which might interfere with the new construction.
6. Coordination: Demolition work, in connection with any new unit of Work, must not be commenced until all new materials required for completion of that new item of Work are at hand.
7. Waste Management Plan Progress Reports: Submit an updated report with the payment requests. The progress reports shall include:
 - a. The amount of waste sent to a landfill, tipping fees paid and the total disposal cost. Include supporting documents such as manifests, weight tickets, receipts and/or invoices.
 - b. Records for each material recycled/reused/salvaged from the project including the amount, date removed from the job site, final destination, transportation cost, recycled materials, and the net cost/ savings.
 - c. Breakdown of waste by type generated to date.
 - d. Recycling/salvage/landfill rates.
 - e. Percent of waste recycled/salvaged to date.

HAZARDOUS MATERIALS PROJECT PROCEDURES

1. The Contractor must use, handle, store, dispose of, process, transport and transfer any material considered a Hazardous Material in accordance with all federal, state, and local Laws. If the Contractor encounters material reasonably believed to be a Hazardous Material and which may present a substantial danger, the Contractor must immediately stop all affected work, give written notice to the Owner of the conditions encountered, and take appropriate health and safety precautions.
2. This project has been identified by the DTMB-SFA as having a possibility of containing Hazardous Waste materials to be legally removed from the Project job site in order to complete the Work as described in the Proposal And Contract. If removal of friable asbestos material is required, the Contractor must contact the Air Quality Division, Department of Environment, Great Lakes, and Energy, at **(517) 284-6773**, for a permit and furnish all training, labor, materials, services, insurance, and equipment necessary to carry out the removal operations of all Hazardous Materials from the Project job site, as identified by the Scope of Work, or encountered on the Project job site, in accordance with State and Federal Hazardous Waste Codes. A Contract Change Order will be written to modify the existing Contract to pay for the additional cost.
3. Environmental Hazards (air, water, land and liquid industrial) are handled by the Waste and Hazardous Materials Division, Michigan Department of Environment, Great Lakes, and Energy (EGLE) in carrying out the requirements of the Federal Environmental Protection Agency (EPA). For general information and/or a copy of the latest regulations and publications call (517) 335-2690.
4. The Michigan Occupational Safety and Health Administration (MIOSHA) provides protection and regulations for the safety and health of workers. The Department of Licensing and Regulatory Affairs provides for the safety of workers. The Department of Health & Human Services provides for the health of workers (517/373-3740) (TDD 517/373-3573).
 - 4.1 Contractor must post any applicable State and/or Federal government regulations at the job site in a prominent location.
 - 4.2 Contractor must be responsible for training their workers in safe work practices and in proper removal methods when coming in contact with hazardous chemicals.
5. Applicable Regulations:
 - 5.1 Natural Resources and Environmental Protection Act – PA 451 of 1994, as amended, including Part 111 – Hazardous Waste Management, Part 121 – Liquid Industrial Waste and Part 147 – PCB compounds.
 - 5.2 RCRA, 1976 - Resource Conservation and Recovery Act: This federal statute regulates generation, transportation, treatment, storage, or disposal of hazardous wastes nationally.
 - 5.3 TSCA, 1979 – Toxic Substances Control Act: This statute regulates the generation, transportation, storage, and disposal of industrial chemicals such as PCBs.
6. Definitions: Hazardous substances are ignitable, corrosive, reactive, and/or toxic, based on their chemical characteristics.
 - 6.1 Under Federal and Michigan Law, a Small Quantity Generator of hazardous waste provides from 220 to less than 2,000 lbs./month or never accumulates 2,200 lbs. or more.
 - 6.2 A Generator size provider of hazardous waste provides 2,200 lbs. or more/month or accumulates above 2,200 lbs.
7. Disposals: To use an off-site hazardous waste disposal facility, the Contractor must use the Uniform Hazardous Waste Manifest (shipping paper). Small quantities of hazardous waste may not be disposed of in sanitary landfills used for solid waste.
8. Federal, state, and local Laws and regulations may apply to the storage, handling and disposal of Hazardous Materials and wastes at each State Agency. Contact the **Environmental Assistance Center** of the Michigan Department of Environment, Great Lakes, and Energy (EGLE) at **1-800-662-9278**, Fax to: 517-241-0673 or e-mail to: DEQ-EAD-env-assist@michigan.gov for general EGLE information including direct and referral assistance on air, water and wetlands permits; contaminated site clean-ups; underground storage tank removals and remediation; hazardous and solid waste disposal; pollution prevention and recycling; and compliance-related assistance. The Center provides businesses, municipalities, and the general public with a single point of access to EGLE's environmental programs.

ASBESTOS ABATEMENT PROJECT PROCEDURES

Should this Work require the renovation or demolition of a building or structure initially constructed on or prior to 1980, the Contractor will use the attached copy of a Comprehensive Asbestos Building Survey for those portions of the building or structure being impacted and must plan his or her work to minimize disturbance of any known or assumed asbestos containing materials (ACM). In addition, if this building or structure was constructed on or prior to 1980, the Contractor's On-Site Superintendent and all Subcontractor On-Site Superintendents for trades that could potentially disturb known or assumed ACM, must, as a minimum, have and provide documentation of current Asbestos Awareness Training.

If the Comprehensive Asbestos Building Survey identifies known or assumed ACM that will potentially be disturbed as a part of the Contractor's renovation or demolition activities, the Contractor must remove, transport, and dispose of these materials at no additional cost to the Owner and prior to any other work taking place within the immediate vicinity of said material. If required, the Contractor must provide the Owner a minimum of 10 working day notification prior to the start of any asbestos abatement activities with abatement in occupied buildings being completed even if they will be conducted during off hours (nights, weekends, and state holidays).

If the Contractor encounters a suspected ACM that was not previously identified within the Comprehensive Asbestos Building Survey, the Contractor must immediately stop all affected work, give written notice to the Owner of the conditions encountered, and take appropriate health and safety precautions. If, after providing Owner notification, the Contractor is directed to sample and/or remove the suspected ACM in question, a Contract Change Order will be written to modify the existing Contract to pay for the additional cost. Any abatement shall be completed in accordance with the requirements of this Section.

If removal of ACM is required, removal must be completed by a contractor currently licensed to remove asbestos by the State of Michigan, Department of Licensing and Regulatory Affairs (DLARA) Asbestos Program and abatement must be performed in accordance with all federal, state, and local Laws and Regulations. Prior to commencing any asbestos abatement activities, the licensed abatement contractor must submit, as required by Federal, State and Local Laws and Regulations, a "Notification of Intent to Renovate/Demolish" to both the State of Michigan, Department of Environment, Great Lakes, and Energy (EGLE), Air Quality Division and to the DLARA, Asbestos Program, to comply with National Emission Standards for Hazardous Air Pollutants (NESHAP), and the Clean Air Act (CAA). All regulated ACM must be disposed of at an approved Type II (general refuse) landfill and must be in leak-tight wrapping or containers. ACM that is non friable and is not in poor condition or will not become regulated ACM at any time can be disposed of in a Type III (construction debris) landfill.

At the completion of each abatement activity, the Contractor must perform clearance testing in accordance with National Institute for Occupational Safety and Health (NIOSH) 582 "Sampling and Evaluating Airborne Asbestos Dust". All air samples shall indicate concentrations of less than 0.01 fibers/cc for clearance to be met. Clearance testing shall be performed by a third-party Asbestos Consultant. The Asbestos Consultant selected by the Contractor shall be experienced and knowledgeable about the methods for asbestos air sampling and be able to select representative numbers and locations of samples. It is mandatory that the Asbestos Consultant's on-site hygienist performing sampling and analysis have certification that he/she has passed a NIOSH 582 or equivalent course.

The NESHAP asbestos regulations, notification form, guidelines and fact sheets are available on EGLE's web site www.michigan.gov/egle under heading Air; then click on Compliance; then click on Asbestos NESHAP Program. For guidelines on submitting notifications pursuant to the Asbestos Contractors Licensing Act, contact the DLARA, Occupational Health Division, Asbestos Program at (517) 322-1320 or visit DLARA's web site www.michigan.gov/asbestos.

LEAD ABATEMENT PROJECT PROCEDURES

Should this Work require the renovation or demolition of a building or structure, the workers are assumed to be exposed to lead or materials containing lead above acceptable levels until proven otherwise through personal air sampling and analysis. The Contractor shall take all steps necessary to assure that his/her employees, are not exposed to lead at concentrations greater than the Permissible Exposure Limit as per the State of Michigan Department of Licensing and Regulatory Affairs Occupational Health Standards Part 603 "Lead Exposure in Construction". In addition, the Contractor shall convey this same requirement to all subcontractors that may be under his/her control.

The employer shall comply with the Michigan Lead Abatement Act, as amended, and the Lead Hazard Control rules and must communicate information concerning lead hazards according to the requirements of Michigan Occupational Safety and Health Administration (MIOSHA) Part 603 and the Occupational Safety and Health Administration's (OSHA's) Hazard Communication Standard for the construction industry, 29 CFR 1926.59, including but not limited to safety equipment (e.g. personal fit-tested and approved respirators and protective clothing), worker rotation (on a short-cycle and regular basis), working practices (e.g. sanding, cutting, grinding, abraded, burning and heat-gun stripping of lead based paint are not allowed), the requirements concerning warning signs and labels, material safety data sheets (MSDS), and employee information and training. Employers shall comply with the requirements of 29 CFR 1926.62(I) - Employee Information and Training.

If lead or materials containing lead will be disturbed as a part of the work to be performed, the Contractor must remove, transport, and dispose of these materials at no additional cost to the Owner and prior to any other work taking place within the immediate vicinity of said material. The Contractor must provide the Owner a minimum 10 working day notification prior to the start of any lead abatement activities with abatement in occupied buildings being completed even if they will be conducted during off hours (nights, weekends, and state holidays). Abatement is defined as an activity specifically designed to permanently remove lead paint, lead-contaminated dust or other lead containing materials, the installation of a permanent enclosure or encapsulation of lead paint or other lead containing materials, the replacement of lead-painted surfaces or fixtures, the removal or covering of lead-contaminated soil, and any preparation, cleanup, disposal, and post-abatement clearance testing associated with these activities. Renovation, remodeling, landscaping, or other activity, that is not designed to permanently eliminate lead paint hazards, but is instead designed to repair, restore, or remodel a structure, or housing unit even though the activity may incidentally result in a reduction or elimination of a lead paint hazard is not considered abatement.

If abatement of lead or materials containing lead is required, abatement must be completed by a qualified Lead Abatement Contractor. In addition, Specifications for the Lead Abatement should be based upon a Lead Inspection/Risk Assessment report. The Lead Inspection/Risk Assessment report and clearance testing upon completion should be performed by a Certified Inspector or Risk Assessor. Lead abatement including clearance testing shall be performed in accordance with the State of Michigan, Lead Abatement Act, Part 54A Lead Abatement and with all other federal, state, and local Laws and Regulations that may apply

For additional information about certifications, guidance, and regulations for lead hazard control activities, visit www.michigan.gov/lead.

APPENDIX III PREVAILING WAGE RATE SCHEDULES

Prevailing Wage Rates for State Of Michigan Funded Projects

Official Rate Schedule

Eaton

Classification Name	Last Updated		
3.1 Power Equip. Operator - Highway & Heavy	11/01/2025		
Wage Rates	Straight Time	Time and a Half	Double Time
Journeyman	\$71.46	\$94.57	\$117.67
Apprentice: Level 1 0 - 6 Months	\$57.61	\$73.79	\$89.97
Apprentice: Level 2 7 -12 Months	\$59.93	\$77.28	\$94.61
Apprentice: Level 3 13 - 18 Months	\$62.23	\$80.73	\$99.21
Apprentice: Level 4 19 - 24 Months	\$64.54	\$84.19	\$103.83
Apprentice: Level 5 25 - 30 Months	\$66.85	\$87.66	\$108.45
Apprentice: Level 6 31 - 36 Months	\$69.15	\$91.10	\$113.05

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - Yes

Prevailing Wage Rates for State Of Michigan Funded Projects

Official Rate Schedule

Eaton

Classification Name	Last Updated		
3.2 Power Equip. Operator - Highway & Heavy	11/01/2025		
Wage Rates	Straight Time	Time and a Half	Double Time
Journeyman	\$70.31	\$92.84	\$115.37
Apprentice: Level 1 0 - 6 Months	\$56.81	\$72.59	\$88.37
Apprentice: Level 2 7 -12 Months	\$59.06	\$75.97	\$92.87
Apprentice: Level 3 13 - 18 Months	\$61.31	\$79.35	\$97.37
Apprentice: Level 4 19 - 24 Months	\$63.56	\$82.72	\$101.87
Apprentice: Level 5 25 - 30 Months	\$65.81	\$86.09	\$106.37
Apprentice: Level 6 31 - 36 Months	\$68.06	\$89.47	\$110.87

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - Yes

Prevailing Wage Rates for State Of Michigan Funded Projects

Official Rate Schedule

Eaton

Classification Name	Last Updated		
3.3 Power Equip. Operator - Highway & Heavy	11/01/2025		
Wage Rates	Straight Time	Time and a Half	Double Time
Journeyman	\$63.58	\$82.75	\$101.91
Apprentice: Level 1 0 - 6 Months	\$52.10	\$65.53	\$78.95
Apprentice: Level 2 7 -12 Months	\$54.02	\$68.41	\$82.79
Apprentice: Level 3 13 - 18 Months	\$55.92	\$71.26	\$86.59
Apprentice: Level 4 19 - 24 Months	\$57.84	\$74.14	\$90.43
Apprentice: Level 5 25 - 30 Months	\$59.75	\$77.00	\$94.25
Apprentice: Level 6 31 - 36 Months	\$61.67	\$79.89	\$98.09

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - Yes

Prevailing Wage Rates for State Of Michigan Funded Projects

Official Rate Schedule

Eaton

Classification Name	Last Updated		
3.4 Power Equip. Operator - Highway & Heavy	11/01/2025		
Wage Rates	Straight Time	Time and a Half	Double Time
Journeyman	\$63.02	\$81.91	\$100.79
Apprentice: Level 1 0 - 6 Months	\$51.70	\$64.93	\$78.15
Apprentice: Level 2 7 -12 Months	\$53.59	\$67.76	\$81.93
Apprentice: Level 3 13 - 18 Months	\$55.48	\$70.60	\$85.71
Apprentice: Level 4	\$57.36	\$73.42	\$89.47
Apprentice: Level 5 25 - 30 Months	\$59.25	\$76.25	\$93.25
Apprentice: Level 6 31 - 36 Months	\$61.13	\$79.07	\$97.01

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - Yes

Prevailing Wage Rates for State Of Michigan Funded Projects

Official Rate Schedule

Eaton

Classification Name	Last Updated		
3.5 Power Equip. Operator - Highway & Heavy	11/01/2025		
Wage Rates	Straight Time	Time and a Half	Double Time
Journeyman	\$44.80	\$60.98	\$77.15
Apprentice: Level 1 0 - 6 Months	\$35.09	\$46.42	\$57.73
Apprentice: Level 2 7 -12 Months	\$36.71	\$48.84	\$60.97
Apprentice: Level 3 13 - 18 Months	\$38.33	\$51.27	\$64.21
Apprentice: Level 4 19 - 24 Months	\$39.95	\$53.71	\$67.45
Apprentice: Level 5 25 - 30 Months	\$41.57	\$56.13	\$70.69
Apprentice: Level 6 31 - 36 Months	\$43.18	\$58.55	\$73.91

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - Yes

Prevailing Wage Rates for State Of Michigan Funded Projects

Official Rate Schedule

Eaton

Classification Name	Last Updated		
4.1 Power Equip. Operator - Commercial	10/31/2025		
Wage Rates	Straight Time	Time and a Half	Double Time
Journeyman	\$71.22	\$94.21	\$117.19
Apprentice: Level 1 0 - 6 Months	\$57.43	\$73.52	\$89.61
Apprentice: Level 2 7 - 12 Months	\$59.73	\$76.97	\$94.21
Apprentice: Level 3 13 - 18 Months	\$62.03	\$80.42	\$98.81
Apprentice: Level 4 19 - 24 Months	\$64.32	\$83.86	\$103.39
Apprentice: Level 5 25 - 30 Months	\$66.62	\$87.31	\$107.99
Apprentice: Level 6 31 - 36 Months	\$68.92	\$90.76	\$112.59

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - Yes

Prevailing Wage Rates for State Of Michigan Funded Projects

Official Rate Schedule

Eaton

Classification Name	Last Updated		
4.2 Power Equip. Operator - Commercial	10/31/2025		
Wage Rates	Straight Time	Time and a Half	Double Time
Journeyman	\$70.93	\$93.77	\$116.61
Apprentice: Level 1 0 - 6 Months	\$57.22	\$73.21	\$89.19
Apprentice: Level 2 7 - 12 Months	\$59.51	\$76.65	\$93.77
Apprentice: Level 3 13 - 18 Months	\$61.80	\$71.52	\$89.80
Apprentice: Level 4 19 - 24 Months	\$64.07	\$83.48	\$102.89
Apprentice: Level 5 25 - 30 Months	\$66.36	\$86.92	\$107.47
Apprentice: Level 6 31 - 36 Months	\$68.64	\$90.33	\$112.03

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - Yes

Prevailing Wage Rates for State Of Michigan Funded Projects

Official Rate Schedule

Eaton

Classification Name	Last Updated		
4.3 Power Equip. Operator - Commercial	11/01/2025		
Wage Rates	Straight Time	Time and a Half	Double Time
Journeyman	\$70.11	\$92.55	\$114.97
Apprentice: Level 1 0 - 6 Months	\$56.66	\$72.37	\$88.07
Apprentice: Level 2 7 - 12 Months	\$58.90	\$75.73	\$92.55
Apprentice: Level 3 13 - 18 Months	\$61.14	\$79.09	\$97.03
Apprentice: Level 4 19 - 24 Months	\$63.38	\$82.45	\$101.51
Apprentice: Level 5 25 -30 Months	\$65.63	\$85.82	\$106.01
Apprentice: Level 6 31 - 36 Months	\$67.87	\$89.18	\$110.49

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - Yes

Prevailing Wage Rates for State Of Michigan Funded Projects

Official Rate Schedule

Eaton

Classification Name	Last Updated		
4.4 Power Equip. Operator - Commercial	11/01/2025		
Wage Rates	Straight Time	Time and a Half	Double Time
Journeyman	\$69.25	\$91.25	\$113.25
Apprentice: Level 1 0 - 6 Months	\$56.05	\$71.45	\$86.85
Apprentice: Level 2 7 - 12 Months	\$58.25	\$74.75	\$91.25
Apprentice: Level 3 13 -18 Months	\$60.45	\$78.06	\$95.65
Apprentice: Level 4 19 - 24 Months	\$62.65	\$81.35	\$100.05
Apprentice: Level 5 25 - 30 Months	\$64.85	\$84.66	\$104.45
Apprentice: Level 6 31 -36 Months	\$67.05	\$87.96	\$108.85

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - Yes

Prevailing Wage Rates for State Of Michigan Funded Projects

Official Rate Schedule

Eaton

Classification Name	Last Updated		
4.5 Power Equip. Operator - Commercial	11/01/2025		
Wage Rates	Straight Time	Time and a Half	Double Time
Journeyman	\$68.28	\$89.80	\$111.31
Apprentice: Level 1 0 - 6 Months	\$55.37	\$70.44	\$85.49
Apprentice: Level 2 7 -12 Months	\$57.53	\$73.68	\$89.81
Apprentice: Level 3 13 - 18 Months	\$61.83	\$80.12	\$98.41
Apprentice: Level 5 25 - 30 Months	\$63.98	\$83.35	\$102.71
Apprentice: Level 6 31 - 36 Months	\$66.13	\$86.58	\$107.01

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - Yes

Prevailing Wage Rates for State Of Michigan Funded Projects

Official Rate Schedule

Eaton

Classification Name	Last Updated		
4.6 Power Equip. Operator - Commercial	11/01/2025		
Wage Rates	Straight Time	Time and a Half	Double Time
Journeyman	\$66.57	\$87.24	\$107.89
Apprentice: Level 1 0 - 6 Months	\$54.17	\$68.64	\$83.09
Apprentice: Level 2 7 -12 Months	\$56.24	\$71.74	\$87.23
Apprentice: Level 3 13 - 18 Months	\$58.30	\$74.82	\$91.35
Apprentice: Level 4 19 -24 Months	\$60.37	\$77.93	\$95.49
Apprentice: Level 5 25 - 30 Months	\$62.44	\$81.04	\$99.63
Apprentice: Level 6 31 - 36 Months	\$64.50	\$84.13	\$103.75

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - Yes

Prevailing Wage Rates for State Of Michigan Funded Projects

Official Rate Schedule

Eaton

Classification Name	Last Updated		
4.7 Power Equip. Operator - Commercial	11/01/2025		
Wage Rates	Straight Time	Time and a Half	Double Time
Journeyman	\$59.26	\$67.72	\$84.72
Apprentice: Level	\$54.15	\$68.61	\$83.05
Apprentice: Level 1 0 - 6 Months	\$49.05	\$60.95	\$72.85
Apprentice: Level 2 7 -12 Months	\$50.76	\$63.52	\$76.27
Apprentice: Level 3 13 - 18 Months	\$52.46	\$66.07	\$79.67
Apprentice: Level 5 25 - 30 Months	\$55.85	\$71.16	\$86.45
Apprentice: Level 6 31 - 36 Months	\$57.55	\$73.71	\$89.85

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - Yes

Prevailing Wage Rates for State Of Michigan Funded Projects

Official Rate Schedule

Eaton

Classification Name	Last Updated		
4.8 Power Equip. Operator - Commercial	11/01/2025		
Wage Rates	Straight Time	Time and a Half	Double Time
Journeyman	\$58.23	\$74.72	\$91.21
Apprentice: Level 1 0 - 6 Months	\$48.34	\$59.88	\$71.43
Apprentice: Level 2 7 -12 Months	\$49.99	\$62.37	\$74.73
Apprentice: Level 3 13 - 18 Months	\$51.63	\$64.82	\$78.01
Apprentice: Level 4 19 - 24 Months	\$53.29	\$67.31	\$81.33
Apprentice: Level 5 25 - 30 Months	\$54.93	\$69.78	\$84.61
Apprentice: Level 6 25 - 30 Months	\$56.59	\$72.27	\$87.93

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - Yes

Prevailing Wage Rates for State Of Michigan Funded Projects

Official Rate Schedule

Eaton

Classification Name	Last Updated		
Articulated Hauler	10/28/2025		
Wage Rates	Straight Time	Time and a Half	Double Time
Journeyman	\$63.02	\$81.91	\$100.79
Apprentice: Apprentice Level 1	\$51.70	\$64.93	\$78.15
Apprentice: Apprentice Level 2	\$53.59	\$67.76	\$81.93
Apprentice: Apprentice Level 3	\$55.48	\$70.60	\$85.71
Apprentice: Apprentice Level 4	\$57.36	\$73.42	\$89.47
Apprentice: Apprentice Level 5	\$59.25	\$76.25	\$93.25
Apprentice: Apprentice Level 6	\$61.13	\$79.07	\$97.01

Four 10-hour days allowed? - No

Make Up Day Allowed? - No

Prevailing Wage Rates for State Of Michigan Funded Projects

Official Rate Schedule

Eaton

Classification Name	Last Updated		
Asbestos abatement worker or environmental remediation worker	11/01/2025		
Wage Rates	Straight Time	Time and a Half	Double Time
Journeyman	\$56.20	\$73.24	\$90.28
Apprentice: Trainee 600 hours + 1 year	\$43.12	\$55.01	\$66.90

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - No

Prevailing Wage Rates for State Of Michigan Funded Projects

Official Rate Schedule

Eaton

Classification Name	Last Updated		
Boilermaker	10/29/2025		
Wage Rates	Straight Time	Time and a Half	Double Time
Journeyman	\$79.64	\$119.12	\$158.58
Apprentice: 1st Period	\$58.07	\$86.78	\$115.44
Apprentice: 2nd Period	\$59.89	\$89.50	\$119.08
Apprentice: 3rd Period	\$61.81	\$92.24	\$122.74
Apprentice: 4th Period	\$63.50	\$94.91	\$126.30
Apprentice: 5th Period	\$65.26	\$97.54	\$129.82
Apprentice: 6th Period	\$68.89	\$103.00	\$137.08
Apprentice: 7th Period	\$72.46	\$108.36	\$144.22
Apprentice: 8th Period	\$76.07	\$113.77	\$151.44

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - No

Prevailing Wage Rates for State Of Michigan Funded Projects

Official Rate Schedule

Eaton

Classification Name	Last Updated		
Boom Truck	10/28/2025		
Wage Rates	Straight Time	Time and a Half	Double Time
Journeyman	\$70.31	\$92.84	\$115.37
Apprentice: Apprentice Level 1	\$56.81	\$72.59	\$88.37
Apprentice: Apprentice Level 2	\$59.06	\$75.97	\$92.87
Apprentice: Apprentice Level 3	\$61.31	\$79.35	\$97.37
Apprentice: Apprentice Level 4	\$63.56	\$82.72	\$101.87

Four 10-hour days allowed? - No

Make Up Day Allowed? - No

Prevailing Wage Rates for State Of Michigan Funded Projects

Official Rate Schedule

Eaton

Classification Name	Last Updated		
Bricklayer	10/29/2025		
Wage Rates	Straight Time	Time and a Half	Double Time
Journeyman	\$62.02	\$78.47	\$94.91
Apprentice: Apprentice Level 1	\$42.58	\$52.77	\$62.95
Apprentice: Apprentice Level 2	\$44.48	\$55.62	\$66.75
Apprentice: Apprentice Level 3	\$46.38	\$58.47	\$70.55
Apprentice: Apprentice Level 4	\$48.29	\$61.33	\$74.37
Apprentice: Apprentice Level 5	\$50.19	\$50.19	\$50.19
Apprentice: Apprentice Level 6	\$52.09	\$67.03	\$81.97
Apprentice: Apprentice Level 7 & 8	\$53.99	\$69.88	\$85.77

Four 10-hour days allowed? - No

Make Up Day Allowed? - No

Prevailing Wage Rates for State Of Michigan Funded Projects

Official Rate Schedule

Eaton

Classification Name	Last Updated		
Carpenter	11/01/2025		
Wage Rates	Straight Time	Time and a Half	Double Time
Journeyman	\$52.86	\$69.25	\$85.63
Apprentice: Apprentice Level 1	\$44.47	\$55.94	\$67.41
Apprentice: Apprentice Level 2	\$46.11	\$58.40	\$70.69
Apprentice: Apprentice Level 3	\$49.38	\$63.31	\$77.23
Apprentice: Apprentice Level 4	\$52.66	\$68.23	\$83.79

Four 10-hour days allowed? - No

Make Up Day Allowed? - Yes

Saturday

Additional Jurisdiction Detail: the townships of Bellevue, Kalamo, Vermontvile & Walton only

Base Rate Comment: Foreman wage with 3-7 employees = \$2.50 above Base Rate

Foreman with 8 + employees = \$3.50 above base rate

General Foreman = \$4.00 above base rate

Prevailing Wage Rates for State Of Michigan Funded Projects

Official Rate Schedule

Eaton

Classification Name	Last Updated		
Carpet layers (linoleum)	11/03/2025		
Wage Rates	Straight Time	Time and a Half	Double Time
Journeyman	\$53.72	\$70.77	\$87.81
Apprentice: Level 1	\$43.49	\$55.42	\$67.35
Apprentice: Level 2	\$45.20	\$57.99	\$70.77
Apprentice: Level 3	\$48.61	\$63.10	\$77.59
Apprentice: Level 4	\$52.02	\$68.22	\$84.41

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - Yes

Prevailing Wage Rates for State Of Michigan Funded Projects

Official Rate Schedule

Eaton

Classification Name	Last Updated		
Cement Mason	10/29/2025		
Wage Rates	Straight Time	Time and a Half	Double Time
Journeyman	\$55.92	\$71.23	\$86.54
Apprentice: Apprentice Level 1	\$41.58	\$52.92	\$64.26
Apprentice: Apprentice Level 2	\$43.32	\$55.53	\$67.74
Apprentice: Apprentice Level 3	\$45.05	\$58.13	\$71.20
Apprentice: Apprentice Level 4	\$46.79	\$60.74	\$74.68
Apprentice: Apprentice Level 5 & 6	\$48.52	\$63.33	\$78.14

Four 10-hour days allowed? - No

Make Up Day Allowed? - No

Prevailing Wage Rates for State Of Michigan Funded Projects

Official Rate Schedule

Eaton

Classification Name	Last Updated		
Drywall Taper	11/01/2025		
Wage Rates	Straight Time	Time and a Half	Double Time
Journeyman	\$51.64	\$67.18	\$82.72
Apprentice: Level 1	\$39.21	\$48.54	\$57.86
Apprentice: Level 2	\$45.42	\$57.85	\$70.28
Apprentice: Level 3	\$48.53	\$62.52	\$76.50

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - Yes

Prevailing Wage Rates for State Of Michigan Funded Projects

Official Rate Schedule

Eaton

Classification Name	Last Updated		
Electrician	10/31/2025		
Wage Rates	Straight Time	Time and a Half	Double Time
Journeyman	\$67.29	\$88.82	\$110.34
Apprentice: Apprentice Level 1	\$31.97	\$42.72	\$53.49
Apprentice: Apprentice Level 2	\$34.12	\$45.96	\$57.79
Apprentice: Apprentice Level 3	\$47.07	\$59.99	\$72.90
Apprentice: Apprentice Level 4	\$51.37	\$66.44	\$81.51
Apprentice: Apprentice Level 5	\$55.68	\$72.90	\$90.12
Apprentice: Apprentice Level 6	\$59.99	\$79.36	\$98.73

Four 10-hour days allowed? - No

Make Up Day Allowed? - No

Additional Jurisdiction Detail: Townships of Sunfield, Vermontville, Kalamo, Bellevue, Walton and Brookfield ONLY.

Prevailing Wage Rates for State Of Michigan Funded Projects

Official Rate Schedule

Eaton

Classification Name	Last Updated		
Electricians	10/31/2025		
Wage Rates	Straight Time	Time and a Half	Double Time
Journeyman	\$76.37	\$100.11	\$123.85
Apprentice: Apprentice Level 1	\$32.70	\$43.72	\$54.07
Apprentice: Apprentice Level 2	\$35.07	\$46.93	\$58.80
Apprentice: Apprentice Level 3	\$39.74	\$52.80	\$65.86
Apprentice: Apprentice Level 4	\$53.90	\$69.34	\$84.76
Apprentice: Apprentice Level 5	\$56.28	\$72.90	\$89.51
Apprentice: Apprentice Level 6	\$58.64	\$76.45	\$94.25

Four 10-hour days allowed? - No

Make Up Day Allowed? - No

Additional Jurisdiction Detail: Roxand, Oneida, Delta, Chester, Benton, Windsor, Carmel, Eaton, Eaton Rapids and Hamlin townships

Prevailing Wage Rates for State Of Michigan Funded Projects

Official Rate Schedule

Eaton

Classification Name	Last Updated		
Elevator Constructors	11/01/2025		
Wage Rates	Straight Time	Time and a Half	Double Time
Journeyman	\$110.76	\$143.49	\$176.21

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - Yes

Prevailing Wage Rates for State Of Michigan Funded Projects

Official Rate Schedule

Eaton

Classification Name	Last Updated		
Glaziers	10/31/2025		
Wage Rates	Straight Time	Time and a Half	Double Time
Journeyman	\$56.55	\$76.37	\$96.20
Apprentice: Level 1	\$40.70	\$52.61	\$64.50
Apprentice: Level 2	\$44.66	\$58.55	\$72.42
Apprentice: Level 3	\$48.63	\$64.50	\$80.36
Apprentice: Level 4	\$52.59	\$70.44	\$88.28

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - Yes

Prevailing Wage Rates for State Of Michigan Funded Projects

Official Rate Schedule

Eaton

Classification Name	Last Updated		
Ground Person	11/01/2025		
Wage Rates	Straight Time	Time and a Half	Double Time
Journeyman	\$50.85	\$72.32	\$93.78

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - Yes

Prevailing Wage Rates for State Of Michigan Funded Projects

Official Rate Schedule

Eaton

Classification Name	Last Updated		
Heating and frost Insulators	11/03/2025		
Wage Rates	Straight Time	Time and a Half	Double Time
Journeyman	\$52.00	\$68.89	\$85.77
Apprentice: 1st year	\$26.38	\$33.69	\$40.99
Apprentice: 2nd year	\$30.15	\$38.92	\$47.68
Apprentice: 3rd year	\$33.92	\$44.15	\$54.37
Apprentice: 4th year	\$37.70	\$49.39	\$61.08
Apprentice: 5th year	\$41.48	\$54.63	\$67.78

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - Yes

Friday for cancelled work in a 4 10 schedule

Prevailing Wage Rates for State Of Michigan Funded Projects

Official Rate Schedule

Eaton

Classification Name	Last Updated		
Ironworker	10/31/2025		
Wage Rates	Straight Time	Time and a Half	Double Time
Journeyman	\$75.42	\$93.70	\$111.97
Apprentice: Apprentice Level 1	\$57.42	\$70.40	\$83.37
Apprentice: Apprentice Level 2	\$59.59	\$73.12	\$86.64
Apprentice: Apprentice Level 3	\$61.54	\$75.43	\$89.32
Apprentice: Apprentice Level 4	\$64.59	\$79.40	\$94.20
Apprentice: Apprentice Level 5	\$67.64	\$83.36	\$99.07
Apprentice: Apprentice Level 6	\$75.42	\$93.70	\$111.97

Four 10-hour days allowed? - No

Make Up Day Allowed? - No

Prevailing Wage Rates for State Of Michigan Funded Projects

Official Rate Schedule

Eaton

Classification Name	Last Updated		
Laborer, Common - Commercial	11/04/2025		
Wage Rates	Straight Time	Time and a Half	Double Time
Journeyman	\$46.28	\$62.55	\$78.81
Apprentice: Apprentice Level 1	\$38.15	\$45.45	\$56.02
Apprentice: Apprentice Level 2	\$39.77	\$47.57	\$58.84
Apprentice: Apprentice Level 3	\$41.40	\$49.68	\$61.66
Apprentice: Apprentice Level 4	\$44.65	\$53.91	\$67.29

Four 10-hour days allowed? - No

Make Up Day Allowed? - No

Prevailing Wage Rates for State Of Michigan Funded Projects

Official Rate Schedule

Eaton

Classification Name	Last Updated		
Laborer, Common - Highway & Heavy	11/05/2025		
Wage Rates	Straight Time	Time and a Half	Double Time
Journeyman	\$48.27	\$62.46	\$76.64
Apprentice: Level 1	\$41.09	\$51.73	\$62.37
Apprentice: Level 2	\$42.51	\$53.86	\$65.21
Apprentice: Level 3	\$43.92	\$55.98	\$68.03
Apprentice: Level 4	\$46.76	\$60.24	\$73.71

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - Yes

Prevailing Wage Rates for State Of Michigan Funded Projects

Official Rate Schedule

Eaton

Classification Name	Last Updated		
Laborer, Landscaping	11/03/2025		
Wage Rates	Straight Time	Time and a Half	Double Time
Journeyman	\$36.87	\$49.23	\$61.58
Apprentice: Apprentice Level 1	\$30.69	\$39.96	\$49.22
Apprentice: Apprentice Level 2	\$31.93	\$41.82	\$51.70
Apprentice: Apprentice Level 3	\$33.16	\$43.66	\$54.16
Apprentice: Apprentice Level 4	\$35.63	\$47.37	\$59.10

Four 10-hour days allowed? - No

Make Up Day Allowed? - No

Prevailing Wage Rates for State Of Michigan Funded Projects

Official Rate Schedule

Eaton

Classification Name	Last Updated		
Laborer, Skilled - Highway & Heavy	11/05/2025		
Wage Rates	Straight Time	Time and a Half	Double Time
Journeyman	\$49.27	\$63.96	\$78.64
Apprentice: Apprentice Level 1	\$41.84	\$52.86	\$63.87
Apprentice: Apprentice Level 2	\$43.31	\$55.06	\$66.81
Apprentice: Apprentice Level 3	\$44.68	\$57.16	\$69.64
Apprentice: Apprentice Level 4	\$47.71	\$61.66	\$75.61

Four 10-hour days allowed? - No

Make Up Day Allowed? - No

Prevailing Wage Rates for State Of Michigan Funded Projects

Official Rate Schedule

Eaton

Classification Name	Last Updated		
Landscaping equipment	10/28/2025		
Wage Rates	Straight Time	Time and a Half	Double Time
Journeyman	\$39.09	\$52.56	\$66.02

Four 10-hour days allowed? - No

Make Up Day Allowed? - No

Prevailing Wage Rates for State Of Michigan Funded Projects

Official Rate Schedule

Eaton

Classification Name	Last Updated		
Lineman	10/30/2025		
Wage Rates	Straight Time	Time and a Half	Double Time
Journeyman	\$76.81	\$111.26	\$145.70
Apprentice: Level 1 0-1000 hours	\$49.26	\$69.94	\$90.60
Apprentice: Level 2 1001-2000 Hours	\$52.71	\$75.11	\$97.50
Apprentice: Level 3 2001-3000 Hours	\$56.15	\$80.28	\$104.38
Apprentice: Level 4 3001-4000 hours	\$59.60	\$85.44	\$111.28
Apprentice: Level 5 4001-5000 Hours	\$63.04	\$90.60	\$118.16
Apprentice: Level 6 5001-6000 Hours	\$66.48	\$95.77	\$125.04
Apprentice: Level 7	\$69.93	\$100.94	\$131.94

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - Yes

Prevailing Wage Rates for State Of Michigan Funded Projects

Official Rate Schedule

Eaton

Classification Name	Last Updated		
Millwright	11/05/2025		
Wage Rates	Straight Time	Time and a Half	Double Time
Journeyman	\$82.65	\$126.09	\$165.30
Apprentice: Level 1	\$60.79	\$91.21	\$121.58
Apprentice: Level 2	\$68.09	\$102.15	\$136.18
Apprentice: Level 3	\$75.36	\$113.05	\$150.72
Apprentice: Level 4	\$79.01	\$118.54	\$158.02

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - Yes

Prevailing Wage Rates for State Of Michigan Funded Projects

Official Rate Schedule

Eaton

Classification Name	Last Updated		
Off-Road Truck	10/29/2025		
Wage Rates	Straight Time	Time and a Half	Double Time
Journeyman	\$63.02	\$81.91	\$100.79
Apprentice: Apprentice Level 1	\$51.70	\$64.93	\$78.15
Apprentice: Apprentice Level 2	\$53.59	\$67.76	\$81.93
Apprentice: Apprentice Level 3	\$55.48	\$70.60	\$85.71
Apprentice: Apprentice Level 4	\$57.36	\$73.42	\$89.47
Apprentice: Apprentice Level 5	\$59.25	\$76.25	\$93.25
Apprentice: Apprentice Level 6	\$61.13	\$79.07	\$97.01

Four 10-hour days allowed? - No

Make Up Day Allowed? - No

Prevailing Wage Rates for State Of Michigan Funded Projects

Official Rate Schedule

Eaton

Classification Name	Last Updated		
Painter	10/31/2025		
Wage Rates	Straight Time	Time and a Half	Double Time
Journeyman	\$46.79	\$61.17	\$75.54
Apprentice: Apprentice Level 1	\$35.29	\$43.92	\$52.54
Apprentice: Apprentice Level 2	\$38.17	\$48.24	\$58.30
Apprentice: Apprentice Level 3	\$41.04	\$52.54	\$64.04
Apprentice: Apprentice Level 4	\$43.92	\$56.86	\$69.80

Four 10-hour days allowed? - No

Make Up Day Allowed? - No

Prevailing Wage Rates for State Of Michigan Funded Projects

Official Rate Schedule

Eaton

Classification Name	Last Updated		
Pipefitters—Steamfitters	11/03/2025		
Wage Rates	Straight Time	Time and a Half	Double Time
Journeyman	\$71.77	\$107.66	\$143.54
Apprentice: Level 1 0 - 6 Months	\$46.31	\$69.47	\$92.62
Apprentice: Level 10 55 - 60 Months	\$67.14	\$100.71	\$134.28
Apprentice: Level 2 7 -12 Months	\$48.62	\$72.93	\$97.24
Apprentice: Level 3 13 - 18 Months	\$50.94	\$76.41	\$101.88
Apprentice: Level 4 19 - 24 Months	\$53.25	\$79.88	\$106.50
Apprentice: Level 5 25 - 30 Months	\$55.57	\$83.36	\$111.14
Apprentice: Level 6 31 - 36 Months	\$57.88	\$86.82	\$115.76
Apprentice: Level 7 37 - 42 Months	\$60.20	\$90.30	\$120.40
Apprentice: Level 8 43 - 48 Months	\$62.51	\$93.77	\$125.02
Apprentice: Level 9 49 - 54 Months	\$64.83	\$97.25	\$129.66

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - Yes

Prevailing Wage Rates for State Of Michigan Funded Projects

Official Rate Schedule

Eaton

Classification Name	Last Updated		
Plasterer	10/29/2025		
Wage Rates	Straight Time	Time and a Half	Double Time
Journeyman	\$58.97	\$74.78	\$90.58
Apprentice: Apprentice Level 1	\$44.44	\$56.09	\$67.74
Apprentice: Apprentice Level 2	\$46.24	\$58.79	\$71.34
Apprentice: Apprentice Level 3	\$48.03	\$61.48	\$74.92
Apprentice: Apprentice Level 4	\$49.83	\$64.18	\$78.52
Apprentice: Apprentice Level 5 & 6	\$51.63	\$66.88	\$82.12

Four 10-hour days allowed? - No

Make Up Day Allowed? - No

Prevailing Wage Rates for State Of Michigan Funded Projects

Official Rate Schedule

Eaton

Classification Name	Last Updated		
Plumbers	10/31/2025		
Wage Rates	Straight Time	Time and a Half	Double Time
Journeyman	\$71.77	\$107.66	\$143.54
Apprentice: Level 1 6 Months	\$46.31	\$69.46	\$92.62
Apprentice: Level 10 5 years - 5.5 Years	\$67.14	\$100.71	\$134.28
Apprentice: Level 3 1 Year - 1.5 Years	\$50.94	\$76.41	\$101.88
Apprentice: Level 4 1.5 Years - 2 years	\$53.25	\$79.88	\$106.50
Apprentice: Level 5 2 Years- 2.5 Years	\$55.57	\$83.36	\$111.14
Apprentice: Level 6 2.5 Years - 3 Years	\$57.88	\$86.82	\$115.76
Apprentice: Level 6 Months - 1 Year	\$48.62	\$72.93	\$97.24
Apprentice: Level 7 3 Years - 3.5 Years	\$60.20	\$90.30	\$120.40
Apprentice: Level 8 3.5 Years - 4 Years	\$62.51	\$93.77	\$125.02
Apprentice: Level 9 4.5 Years - 5 Years	\$64.83	\$97.25	\$129.66

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - Yes

Prevailing Wage Rates for State Of Michigan Funded Projects

Official Rate Schedule

Eaton

Classification Name	Last Updated		
Roofer/Waterproofer	10/31/2025		
Wage Rates	Straight Time	Time and a Half	Double Time
Journeyman	\$54.39	\$71.47	\$88.54
Apprentice: 3rd Class Apprentice	\$42.80	\$54.45	\$66.10
Apprentice: Apprentice Level 1	\$38.80	\$48.54	\$58.27
Apprentice: Apprentice Level 2	\$40.91	\$51.65	\$62.38
Apprentice: Apprentice Level 3	\$42.96	\$54.61	\$66.26
Apprentice: Apprentice Level 4	\$44.93	\$57.62	\$70.31
Apprentice: Apprentice Level 6	\$49.18	\$63.89	\$78.59

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - Yes

Saturday is the makeup day and shall be paid at the straight time rate until over forty hours apply

Prevailing Wage Rates for State Of Michigan Funded Projects

Official Rate Schedule

Eaton

Classification Name	Last Updated		
Sheet Metal Workers	10/31/2025		
Wage Rates	Straight Time	Time and a Half	Double Time
Journeyman	\$67.48	\$86.53	\$105.58
Apprentice: 1st Year Apprentice	\$36.88	\$48.31	\$59.74
Apprentice: 2nd Year Apprentice	\$38.98	\$51.37	\$63.75
Apprentice: 3rd Year Apprentice	\$45.95	\$59.29	\$72.62
Apprentice: 4th Year Apprentice	\$50.14	\$65.38	\$80.62

Four 10-hour days allowed? - No

Make Up Day Allowed? - No

Prevailing Wage Rates for State Of Michigan Funded Projects

Official Rate Schedule

Eaton

Classification Name	Last Updated		
Sprinkler Fitters	11/03/2025		
Wage Rates	Straight Time	Time and a Half	Double Time
Journeyman	\$60.34	\$78.45	\$96.56
Apprentice: Class 1	\$24.57	\$32.72	\$40.87
Apprentice: Class 10	\$52.07	\$68.37	\$84.67
Apprentice: Class 2	\$26.38	\$35.43	\$44.49
Apprentice: Class 3	\$39.14	\$49.10	\$59.06
Apprentice: Class 4	\$40.95	\$51.82	\$62.68
Apprentice: Class 5	\$43.01	\$54.78	\$66.55
Apprentice: Class 6	\$44.82	\$57.49	\$70.17
Apprentice: Class 7	\$46.63	\$60.21	\$73.79
Apprentice: Class 8	\$48.45	\$62.94	\$77.43
Apprentice: Class 9	\$50.26	\$65.65	\$81.05

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - Yes

Prevailing Wage Rates for State Of Michigan Funded Projects

Official Rate Schedule

Eaton

Classification Name	Last Updated		
Tunnel Miner	11/03/2025		
Wage Rates	Straight Time	Time and a Half	Double Time
Journeyman	\$52.82	\$70.02	\$87.22
Apprentice: Level 1	\$44.22	\$57.12	\$70.02
Apprentice: Level 2	\$45.94	\$59.70	\$73.46
Apprentice: Level 3	\$47.66	\$62.28	\$76.90
Apprentice: Level 4	\$51.10	\$61.35	\$75.66

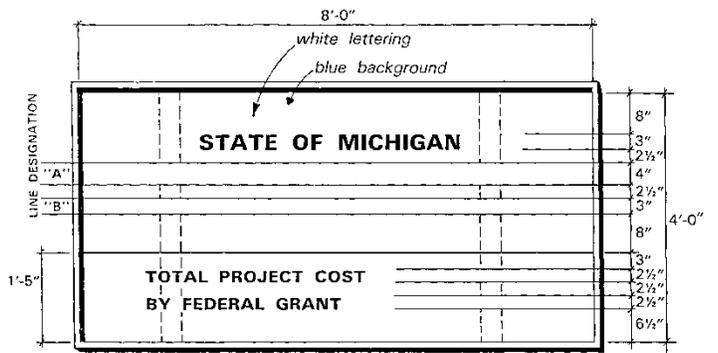
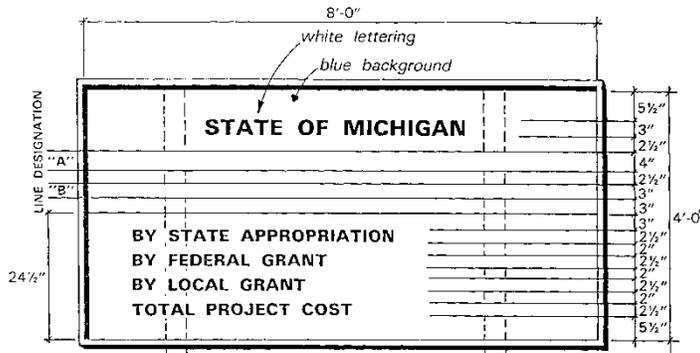
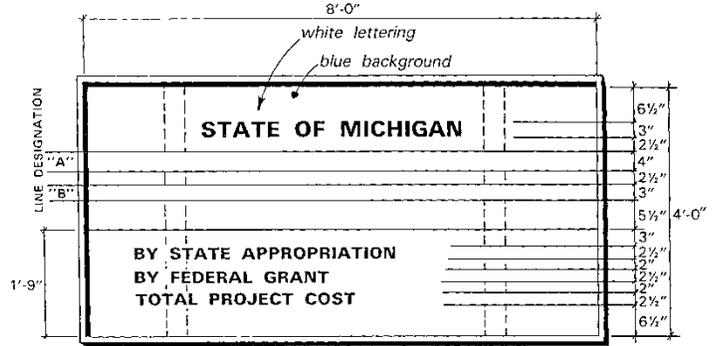
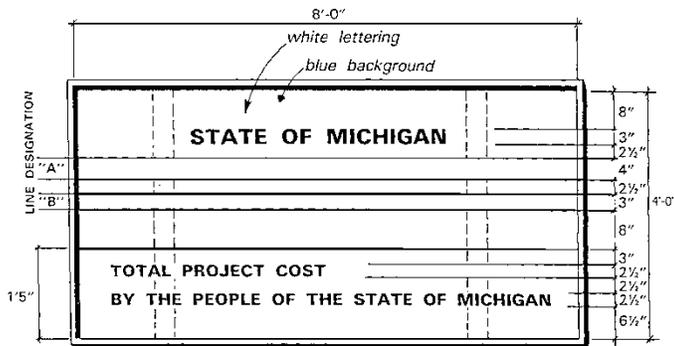
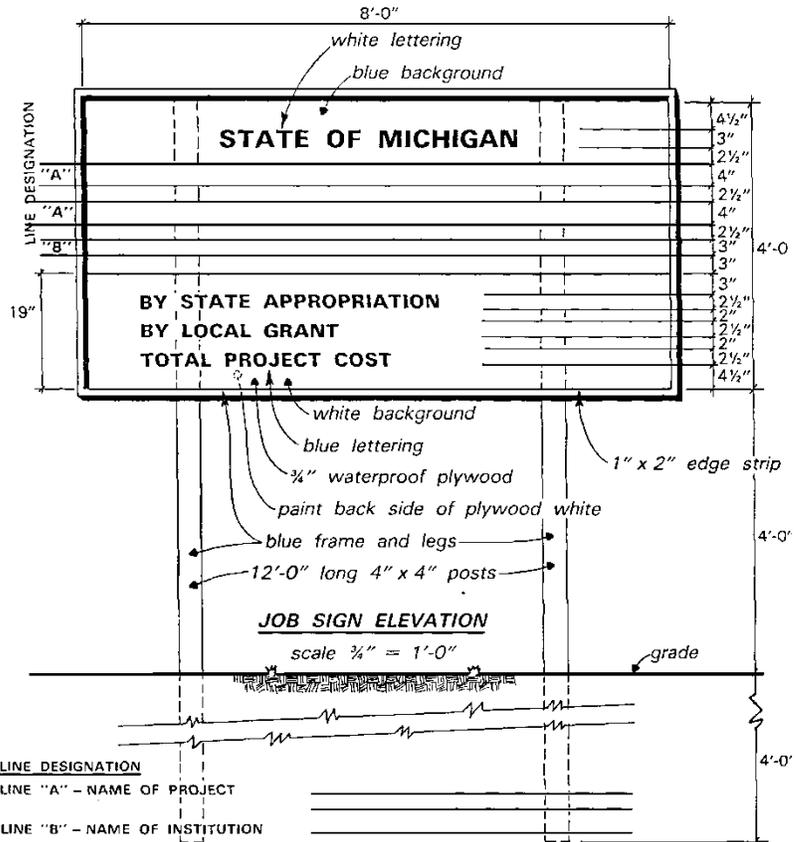
Four 10-hour days allowed? - Yes

Make Up Day Allowed? - Yes

APPENDIX IV – PROJECT SIGNAGE

**REQUIRED PROJECT SIGN FOR PROJECTS COSTING IN EXCESS
OF \$500,000.00**

Five examples of project signs. Sign lettering corresponds with the funding arrangement of the project. Alternate signs may be considered; please contact the DTMB Project Director.



Project Specifications for

Michigan State Police HQ Upgrade Elevators 7150 Harris Drive Dimondale, MI 48821

DEPARTMENT OF TECHNOLOGY
MANAGEMENT AND BUDGET

File No. 171/24099.TYC

ISSUED FOR BID
February 9, 2026

HOBBS + BLACK ARCHITECTS
ARCHITECTURE | PLANNING | INTERIOR DESIGN

117 E. Allegan Street Lansing, Michigan 48933
P.517.484.4870 F.517.484.1369

H+B Project No. 24316

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SECTION 010000 – GENERAL REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Phased construction.
 - 2. Work under Owner's separate contracts.
 - 3. Coordination with occupants.
- B. Related Sections:
 - 1. Section 01 5000 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.
 - 2. Section 02 2500 "Elevator Variance Request Approved 20251126.
 - 3. Section 02 2623 "M207-General Office Building Asbestos Survey Report 20090130

1.2 PHASED CONSTRUCTION

- A. The Work shall be phased, so that the building occupants will continuously have access to at least one elevator during the project duration..

1.3 CONTRACTOR'S USE OF SITE AND PREMISES

- A. Restricted Use of Site: Contractor shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section.
- B. Condition of Existing Building: Maintain portions of existing building affected by construction operations in a weathertight condition throughout construction period. Repair damage caused by construction operations.

1.4 COORDINATION WITH OCCUPANTS

- A. Full Owner Occupancy: Owner will occupy site and existing building(s) during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's day-to-day operations. Maintain existing exits unless otherwise indicated.

1.5 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.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

SECTION 012100 - ALLOWANCES

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 administrative and procedural requirements governing allowances.
 - 1. Certain items are specified in the Contract Documents by allowances. Allowances have been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when direction will be provided to Contractor. If necessary, additional requirements will be issued by Change Order.
- B. Types of allowances include the following:
 - 1. Lump-sum allowances.
 - 2. Contingency allowances.
 - 3. Testing and inspecting allowances.
- C. Related Requirements:
 - 1. Section 012200 "Unit Prices" for procedures for using unit prices.
 - 2. Section 014000 "Quality Requirements" for procedures governing the use of allowances for testing and inspecting.

1.3 SELECTION AND PURCHASE

- A. At the earliest practical date after award of the Contract, advise Architect of the date when final selection and purchase of each product or system described by an allowance must be completed to avoid delaying the Work.
- B. At Architect's request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work.
- C. Purchase products and systems selected by Architect from the designated supplier.

1.4 ACTION SUBMITTALS

- A. Submit proposals for purchase of products or systems included in allowances, in the form specified for Change Orders.

1.5 INFORMATIONAL SUBMITTALS

- A. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.
- B. Submit time sheets and other documentation to show labor time and cost for installation of allowance items that include installation as part of the allowance.
- C. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

1.6 COORDINATION

- A. Coordinate allowance items with other portions of the Work. Furnish templates as required to coordinate installation.

1.7 CONTINGENCY ALLOWANCES

- A. Use the contingency allowance only as directed by Architect for Owner's purposes and only by Change Orders that indicate amounts to be charged to the allowance.
- B. Contractor's **overhead, profit, and** related costs for products and equipment ordered by Owner under the contingency allowance are included in the allowance and are not part of the Contract Sum. These costs include delivery, installation, **taxes**, insurance, equipment rental, and similar costs.
- C. Change Orders authorizing use of funds from the contingency allowance will include Contractor's related costs and reasonable overhead and profit margins.
- D. At Project closeout, credit unused amounts remaining in the contingency allowance to Owner by Change Order.

1.8 ADJUSTMENT OF ALLOWANCES

- A. Allowance Adjustment: To adjust allowance amounts, prepare a Change Order proposal based on the difference between purchase amount and the allowance, multiplied by final measurement of work-in-place where applicable. If applicable, include reasonable allowances for cutting losses, tolerances, mixing wastes, normal product imperfections, and similar margins.
1. Include installation costs in purchase amount only where indicated as part of the allowance.
 2. If requested, prepare explanation and documentation to substantiate distribution of overhead costs and other margins claimed.
 3. Submit substantiation of a change in scope of work, if any, claimed in Change Orders related to unit-cost allowances.
 4. Owner reserves the right to establish the quantity of work-in-place by independent quantity survey, measure, or count.
- B. Submit claims for increased costs because of a change in scope or nature of the allowance described in the Contract Documents, whether for the purchase order amount or Contractor's handling, labor, installation, overhead, and profit.
1. Do not include Contractor's or subcontractor's indirect expense in the Change Order cost amount unless it is clearly shown that the nature or extent of work has changed from what could have been foreseen from information in the Contract Documents.
 2. No change to Contractor's indirect expense is permitted for selection of higher- or lower-priced materials or systems of the same scope and nature as originally indicated.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

3.2 PREPARATION

- A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

3.3 SCHEDULE OF ALLOWANCES

- A. Allowance No. 1: Contingency Allowance: Include a contingency allowance of Eighty Thousand Dollars (\$80,000) for use according to Owner's written instructions.

END OF SECTION 012100

SECTION 012200 - UNIT PRICES

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 administrative and procedural requirements for unit prices.

1.3 DEFINITIONS

- A. Unit price is an amount incorporated in the Agreement, applicable during the duration of the Work as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, added to or deducted from the Contract Sum by appropriate modification, if the scope of Work or estimated quantities of Work required by the Contract Documents are increased or decreased.

1.4 PROCEDURES

- A. Unit prices include all necessary material, plus cost for delivery, installation, insurance, applicable taxes, overhead, and profit.
- B. Measurement and Payment: See individual Specification Sections for work that requires establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.
- C. Owner reserves the right to reject Contractor's measurement of work-in-place that involves use of established unit prices and to have this work measured, at Owner's expense, by an independent surveyor acceptable to Contractor.
- D. List of Unit Prices: A schedule of unit prices is included in Part 3. Specification Sections referenced in the schedule contain requirements for materials described under each unit price.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF UNIT PRICES

- A. Unit Price No. 1: Cutting and patching of concrete floor slabs.
 - 1. Description: Cutting of new or existing concrete floor slabs up to 6 inches thick, removal and excavation as required, and subsequent backfill, compaction, and patching of concrete according to Section 017329 "Cutting and Patching" not otherwise indicated in the Contract Documents.
 - 2. Unit of Measurement: Square feet of concrete removed and replaced
- B. Unit Price No. 2: Miscellaneous and structural steel.
 - 1. Description: Miscellaneous lintels and other supports not otherwise indicated in the Contract Documents.
 - 2. Unit of Measurement: Cost in place of pounds of fabricated steel as indicated on itemized invoice of steel supplier and verified by Architect.

END OF SECTION 012200

SECTION 012300 - ALTERNATES

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 administrative and procedural requirements for alternates.

1.3 DEFINITIONS

- A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the bidding requirements that may be added to or deducted from the base bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
 - 1. Alternates described in this Section are part of the Work only if enumerated in the Agreement.
 - 2. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternate into the Work. No other adjustments are made to the Contract Sum.

1.4 PROCEDURES

- A. Coordination: Revise or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
 - 1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.
- B. Notification: Immediately following award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate if alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated revisions to alternates.
- C. Execute accepted alternates under the same conditions as other work of the Contract.
- D. Schedule: A schedule of alternates is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALTERNATES

3.2 Alternate No. 1: Disconnect and remove existing feeder to the 75KVA transformer feeding existing panel 'BBB' and install a new feeder fed from an existing 100A/3P circuit breaker in existing panel 'LPDATA'.

A. Alternate No. 1: Disconnect and remove feeder to the 75KVA transformer.

1. Base Bid: Leave existing feeder to the existing 75 KVA Transformer.
2. Alternate: Disconnect and remove existing feeder to the 75KVA transformer feeding existing panel 'BBB' and install a new feeder fed from an existing 100A/3P circuit breaker in existing panel 'LPDATA'. Remove and reinstall existing ceiling tile and grid as required to complete electrical work.

END OF SECTION 012300

SECTION 012500 - SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for substitutions.
- B. Related Requirements:
 - 1. 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.

1.3 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 provided in Project Manual.
 - 2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
 - a. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.
 - b. Coordination 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 substitution 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 and 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, from Michigan Building Code 2015.
 - j. Detailed comparison of Contractor's construction schedule using proposed substitution 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.

PART 2 - PRODUCTS

2.1 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:
- a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - b. Requested substitution provides sustainable design characteristics that specified product provided.
 - 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.

PART 3 - EXECUTION (Not Used)

END OF SECTION 012500

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SECTION 01 2500A - SUBSTITUTION REQUEST FORM

REQUEST No. _____

A. CONTRACT NO: _____
CONTRACTOR: _____
PROJECT: _____

B. We hereby submit for your consideration the following product instead of the specified item for the above project:

<u>DRAWINGS</u>	<u>SPEC. SECTION NO.</u>	<u>PARAGRAPH</u>	<u>SPECIFIED ITEM</u>
_____	_____	_____	_____

Proposed substitution: _____

C. Attach complete information on changes to Drawings and/or Specifications which proposed substitution will require for its proper installation.

D. Submit with request, all necessary samples and substantiating data to prove equal quality and performance to that which is specified. Clearly mark manufacturer's literature to indicate equality in performance.

E. Fill in the blanks:

1. Does the substitution affect dimensions shown on the Drawings? Yes _____ No _____ If yes, clearly indicate changes

2. Does the substitution result in a (credit _____) (add _____) (no change _____) to base contract amount?

3. Will the undersigned pay for changes to the building design, including engineering and detailing costs caused by the requested substitution? Yes _____ No _____ If No, fully explain

4. What affect does substitution have on other subcontracts or other trades?

5. What affect does substitution have on construction schedule?

6. Manufacturer's warranties of the proposed and specified items are: Same: _____, Different (explain on an attachment): _____

7. Reason for request: _____

8. Itemized comparison of specified item(s) with the proposed substitution: _____

9. Accurate cost data comparing proposed substitution with product specified: _____

10. Designation of maintenance services and sources: _____

F. Certification of equal performance and assumption of liability for equal performance:

The undersigned states that the function, appearance and quality are equivalent or superior to the specified item.

For use by Architect/Engineer

Accepted _____
Accepted as noted _____
Not accepted _____
Received too late _____

Submitted by:

Signature Title

Firm

Address

Telephone Date

By: _____
Date: _____
Remarks: _____

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Signature shall be by person having authority to legally
bind his firm to the above terms. Failure to provide
legally binding signature will result in retraction of approval.

END OF SUBSTITUTION REQUEST FORM

SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
 - 1. Coordination drawings.
 - 2. Requests for Information (RFIs).
 - 3. 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.

1.2 DEFINITIONS

- A. RFI: Request from Owner, Architect, or Contractor seeking information required by or clarifications of the Contract Documents.

1.3 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. **Use CSI Form 1.5A.** Include the following information in tabular form:
 - 1. Name, address, and telephone number 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.

1.4 GENERAL COORDINATION PROCEDURES

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications 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. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
 - 1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities **and activities of other contractors** 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.

1.5 COORDINATION DRAWINGS

- A. Coordination Drawings, General: Prepare coordination drawings according to requirements in individual Sections, where installation is not completely shown 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 the Drawings. Specifically note dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternate 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 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.

2. Plenum Space: Indicate subframing for support of ceiling and wall systems, mechanical and electrical equipment, and related Work. Locate components within ceiling plenum to accommodate layout of light fixtures indicated on Drawings.
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 the Work is being coordinated, but not for the details of the coordination, which are Contractor's responsibility.

1.6 REQUESTS FOR INFORMATION (RFIs)

- A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.
 1. Architect will return RFIs submitted to Architect by other entities controlled by Contractor with no response.
 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. Project name.
 2. Project number.
 3. Date.
 4. Name of Contractor.
 5. Name of Architect.
 6. RFI number, numbered sequentially.
 7. RFI subject.
 8. Specification Section number and title and related paragraphs, as appropriate.
 9. Drawing number and detail references, as appropriate.
 10. Field dimensions and conditions, as appropriate.
 11. Contractor's suggested resolution. If Contractor's solution(s) impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
 12. Contractor's signature.
 13. 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: **AIA Document G716**.

- D. Architect's Action: Architect will review each RFI, determine action required, and respond. Allow **seven** working 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 RFIs will be returned without action:
 - a. Requests for approval of submittals.
 - b. Requests for approval of substitutions.
 - c. Requests for coordination information already indicated in the Contract Documents.
 - d. Requests for adjustments in the Contract Time or the Contract Sum.
 - e. Requests for interpretation of Architect's actions on submittals.
 - f. 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 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 **10** 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 monthly. **Use Software Log Form . 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 dropped and not submitted.
 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 **seven** days if Contractor disagrees with response.
1. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.
 2. Identification of related Field Order, Work Change Directive, and Proposal Request, as appropriate.

1.7 PROJECT MEETINGS

- A. General: **Schedule and conduct** meetings and conferences at Project site unless otherwise indicated.
1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times.
 2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
 3. Minutes: Entity responsible for conducting meeting will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Architect, within **three** days of the meeting.
- B. Preconstruction Conference: **Architect will schedule and conduct** a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than **15** days after execution of the Agreement.
1. Attendees: Authorized representatives of Owner, Architect, and their consultants; 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. Tentative construction schedule.
 - b. Phasing.
 - c. Critical work sequencing and long-lead items.
 - d. Designation of key personnel and their duties.
 - e. Procedures for processing field decisions and Change Orders.
 - f. Procedures for RFIs.
 - g. Procedures for testing and inspecting.
 - h. Procedures for processing Applications for Payment.
 - i. Distribution of the Contract Documents.
 - j. Submittal procedures.
 - k. Preparation of record documents.
 - l. Use of the premises **and existing building**.
 - m. Work restrictions.
 - n. Working hours.
 - o. Owner's occupancy requirements.
 - p. Responsibility for temporary facilities and controls.
 - q. Procedures for moisture and mold control.
 - r. Procedures for disruptions and shutdowns.
 - s. Construction waste management and recycling.
 - t. Parking availability.
 - u. Office, work, and storage areas.
 - v. Equipment deliveries and priorities.
 - w. First aid.
 - x. Security.
 - y. Progress cleaning.

3. 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 that requires 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. Review of mockups.
 - i. Possible conflicts.
 - j. Compatibility problems.
 - k. Time schedules.
 - l. Weather limitations.
 - m. Manufacturer's written instructions.
 - n. Warranty requirements.
 - o. Compatibility of materials.
 - p. Acceptability of substrates.
 - q. Temporary facilities and controls.
 - r. Space and access limitations.
 - s. Regulations of authorities having jurisdiction.
 - t. Testing and inspecting requirements.
 - u. Installation procedures.
 - v. Coordination with other work.
 - w. Required performance results.
 - x. Protection of adjacent work.
 - y. 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 **monthly** intervals.

1. 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.
2. 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 utilization.
 - 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.
3. 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 013233 - PHOTOGRAPHIC DOCUMENTATION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for the following:
 - 1. Preconstruction photographs.
 - 2. Periodic construction photographs.
- B. Related Requirements:
 - 1. Section 017700 "Closeout Procedures" for submitting photographic documentation as Project Record Documents at Project closeout.

1.2 INFORMATIONAL SUBMITTALS

- A. Key Plan: Submit key plan of Project site and building with notation of vantage points marked for location and direction of each photograph. Indicate elevation or story of construction. Include same information as corresponding photographic documentation.
- B. Digital Photographs: Submit unaltered, original, full-size image files within three days of taking photographs.
 - 1. Digital Camera: Minimum sensor resolution of 8 megapixels.
 - 2. Identification: Provide the following information with each image description in file metadata tag:
 - a. Name of Project.
 - b. Name and contact information for photographer.
 - c. Date photograph was taken.
 - d. Description of vantage point, indicating location, direction (by compass point), and elevation or story of construction.

1.3 QUALITY ASSURANCE

- A. Photographer Qualifications: An individual who has been regularly engaged as a professional photographer of construction projects for not less than three years.

1.4 USAGE RIGHTS

- A. Obtain and transfer copyright usage rights from photographer to Owner for unlimited reproduction of photographic documentation.

PART 2 - PRODUCTS

2.1 PHOTOGRAPHIC MEDIA

- A. Digital Images: Provide images in JPG format, with minimum size of **8** megapixels.

PART 3 - EXECUTION

3.1 CONSTRUCTION PHOTOGRAPHS

- A. Photographer: Engage a qualified photographer to take construction photographs.
- B. General: Take photographs using the maximum range of depth of field, and that are in focus, to clearly show the Work. Photographs with blurry or out-of-focus areas will not be accepted.
 - 1. Maintain key plan with each set of construction photographs that identifies each photographic location.
- C. Digital Images: Submit digital images exactly as originally recorded in the digital camera, without alteration, manipulation, editing, or modifications using image-editing software.
 - 1. Date and Time: Include date and time in file name for each image.
 - 2. Field Office Images: Maintain one set of images accessible in the field office at Project site, available at all times for reference. Identify images in the same manner as those submitted to Architect.
- D. Preconstruction Photographs: Before commencement of demolition, take photographs of Project site and surrounding properties, including existing items to remain during construction, from different vantage points, as directed by Architect.
 - 1. Take 20 photographs of existing conditions in and around elevator shaft to accurately record physical conditions at start of construction.
- E. Periodic Construction Photographs: Take 20 photographs weekly, with timing each month adjusted to coincide with the cutoff date associated with each Application for Payment. Select vantage points to show status of construction and progress since last photographs were taken.
- F. Final Completion Construction Photographs: Take 20 color photographs after date of Substantial Completion for submission as Project Record Documents. Architect will inform photographer of desired vantage points.
- G. Additional Photographs: Architect may request photographs in addition to periodic photographs specified. Additional photographs will be paid for by Change Order and are not included in the Contract Sum.
 - 1. Three days' notice will be given, where feasible.
 - 2. In emergency situations, take additional photographs within 24 hours of request.

3. Circumstances that could require additional photographs include, but are not limited to, the following:
 - a. Special events planned at Project site.
 - b. Immediate follow-up when on-site events result in construction damage or losses.
 - c. Photographs to be taken at fabrication locations away from Project site. These photographs are not subject to unit prices or unit-cost allowances.
 - d. Substantial Completion of a major phase or component of the Work.
 - e. Extra record photographs at time of final acceptance.
 - f. Owner's request for special publicity photographs.

END OF SECTION 013233

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SECTION 013300 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.

1.2 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Architect's responsive action.
- 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.

1.3 ACTION SUBMITTALS

- A. Submittal Schedule: Submit a schedule 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 ADMINISTRATIVE REQUIREMENTS

- A. Architect's Digital Data Files: Electronic copies of digital data files of the Contract Drawings will be provided by Architect for Contractor's use in preparing submittals.
 - 1. Architect will furnish Contractor one set of digital data drawing files of the Contract Drawings for use in preparing Shop Drawings and Project record drawings.
 - a. Architect makes no representations as to the accuracy or completeness of digital data drawing files as they relate to the Contract Drawings.
 - b. Contractor shall execute a data licensing agreement in the form of Agreement included in Project Manual.
- 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. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
 - a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

- 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 15 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. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
 3. Resubmittal Review: Allow 7 days for review of each resubmittal.
- D. Paper Submittals: Will not be accepted.
- E. Electronic Submittals: Identify and incorporate information in each electronic submittal file 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.
 - a. File name shall use project identifier and Specification Section number followed by a decimal point and then a sequential number (e.g., LNHS-061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., LNHS-061000.01.A).
 3. Provide means for insertion to permanently record Contractor's review and approval markings and action taken by Architect.
 4. Transmittal Form for Electronic Submittals: Use electronic form acceptable to Owner, containing the following information:
 - a. DTMB - STATE POLICE HEADQUARTERS – UPGRADE ELEVATORS
File No.: 171/24099.TYC
 - b. Date.
 - c. Hobbs+Black Associates, Inc.
117 East Allegan Street
Lansing, MI 488933
 - d. Name of Contractor.
 - e. Name of firm or entity that prepared submittal.
 - f. Names of subcontractor, manufacturer, and supplier.
 - g. Category and type of submittal.
 - h. Submittal purpose and description.
 - i. Specification Section number and title as listed in the project specifications.
 - j. Specification paragraph number or drawing designation and generic name for each of multiple items.
 - k. Drawing number and detail references, as appropriate.
 - l. Location(s) where product is to be installed, as appropriate.
 - m. Related physical samples submitted directly.
 - n. Indication of full or partial submittal.

- o. Transmittal number numbered consecutively.
 - p. Submittal and transmittal distribution record.
 - q. Other necessary identification.
 - r. Remarks.
5. Metadata: Include the following information as keywords in the electronic submittal file metadata:
- a. Project name.
 - b. Number and title of appropriate Specification Section.
 - c. Manufacturer name.
 - d. Product name.
- F. Options: Identify options requiring selection by Architect.
- G. Deviations: Identify deviations from the Contract Documents on submittals by circling deviations in red ink and notation "Deviation".
- H. Resubmittals: Make resubmittals in same form and number of copies as initial submittal
- 1. Note date and content of previous submittal.
 - 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
 - 3. Resubmit submittals until they are marked with approval notation from Architect's action stamp.
- I. 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.
- J. 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.

PART 2 - PRODUCTS

2.1 SUBMITTAL PROCEDURES

- A. General Submittal Procedure Requirements:
- 1. Submit electronic submittals via email as PDF electronic files.
 - a. Architect will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.
 - 2. Certificates and Certifications Submittals: Provide 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.
 - a. Provide a digital signature with digital certificate on electronically-submitted certificates and certifications where indicated.
 - b. Provide a notarized statement on original paper copy certificates and certifications where indicated.

- B. 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 not suitable for use, submit as Shop Drawings, not as Product Data.
 2. Mark each submittal to show which products and options are applicable and being submitted.
 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 showing 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 or concurrent with Samples.
 6. Submit Product Data in the following format:
 - a. PDF electronic file.
- C. 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, unless submittal based on Architect's digital data drawing files is otherwise permitted.
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.
 2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches, but no larger than 30 by 42 inches.
 3. Submit Shop Drawings in the following format:
 - a. PDF electronic file.

- D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
 2. Identification: Attach label on unexposed side of Samples that includes the following:
 - a. Generic description of Sample.
 - b. Product name and name of manufacturer.
 - c. Sample source.
 - d. Number and title of applicable Specification Section.
 3. For projects where electronic submittals are required, provide corresponding electronic submittal of Sample transmittal, digital image file illustrating Sample characteristics, and identification information for record.
 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 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 one 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 two sets of Samples. Architect will retain one. Sample sets; remainder will be returned.
 - 1) 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.

- E. 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:
 - 1. Submit product schedule in the following format:
 - a. PDF electronic file, and Microsoft Project electronic file, emailed to Owner.
 - b. At each progress meeting provide full project schedule updated to latest information, along with three week look-ahead schedule.
- F. Coordination Drawings Submittals: Comply with requirements specified in Section 013100 "Project Management and Coordination."
- G. Contractor's Construction Schedule: Comply with requirements specified in Section 013200 "Construction Progress Documentation."
- H. Application for Payment and Schedule of Values: Comply with requirements specified in Section 012900 "Payment Procedures."
- I. Test and Inspection Reports and Schedule of Tests and Inspections Submittals: Comply with requirements specified in Section 014000 "Quality Requirements."
- J. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Section 017700 "Closeout Procedures."
- K. Maintenance Data: Comply with requirements specified in Section 017823 "Operation and Maintenance Data."
- L. 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.
- M. 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.
- N. 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.
- O. 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.
- P. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- Q. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.

- R. 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.
- S. 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.
- T. 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.
- U. Schedule of Tests and Inspections: Comply with requirements specified in Section 014000 "Quality Requirements."
- V. 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.
- W. 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 primers and substrate preparation needed for adhesion.
- X. 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.
- Y. Design Data: Prepare and submit written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

2.2 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 Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit digitally signed PDF electronic 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.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

- A. Action and Informational Submittals: Contractor must 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. Submittals not marked as approved by the contractor will not be returned.
 - 1. Submittals not compliant with project specifications will be rejected.
- B. Project Closeout and Maintenance Material Submittals: See requirements in Section 017700 "Closeout Procedures."
- C. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, 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.

3.2 ARCHITECT'S ACTION

- A. General: Architect will not review submittals that do not bear Contractor's approval stamp and will return them without action.
- B. Action Submittals: Architect will review each submittal, make marks to indicate corrections or revisions required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action, as follows:
 - 1. Not Reviewed or No Review Required: Submittal was not reviewed by the Architect and is being returned without comment.
 - 2. No Exception Taken: Proceed with the work in accordance with the submittal.
 - a. The Architects review is limited to confirming general conformance with design intent of the documents only. Any requirements of the Construction Documents are still applicable. No requirements of the Construction Documents are waived by reviewing the submittal unless they are specifically indicated as described in the General Conditions, paragraph 3.12.8.
 - b. The Contractor shall review and verify all dimensions, quantities, fit, coordination with other trades, coordination with construction documents, field conditions and other means and methods of the Work to ensure a complete and functional installation.
 - c. The Contractor shall provide all miscellaneous work needed – whether shown on the submittal or not – to ensure a complete and fully operational component or system.

3. Make Corrections Noted: Proceed with the Work in accordance with the submittal and any comments made by the Architect on the submittal as well as the general comments on the review stamp.
 - a. The Architects review is limited to confirming general conformance with design intent of the documents only. Any requirements of the Construction Documents are still applicable. No requirements of the Construction Documents are waived by reviewing the submittal unless they are specifically indicated as described in the General Conditions, paragraph 3.12.8.
 - b. The Contractor shall review and verify all dimensions, quantities, fit, coordination with other trades, coordination with construction documents, field conditions and other means and methods of the Work to ensure a complete and functional installation.
 - c. The Contractor shall provide all miscellaneous work needed – whether shown on the submittal or not – to ensure a complete and fully operational component or system.
 4. Reviewed – Revise and Resubmit: Proceed with the Work in accordance with the submittal and any comments made by the Architect on the submittal as well as the general comments on the review stamp. Revise the submittal to incorporate all comments and resubmit for record purposes.
 5. Rejected: Do not proceed with the Work. Revise submittal in accordance with comments and the Construction Documents and resubmit for review prior to proceeding.
- C. 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 appropriate party.
- D. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.
- E. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

END OF SECTION 013300

DTMB - STATE POLICE HEADQUARTERS
UPGRADE ELEVATORS
DIMONDALE, MICHIGAN
FILE NO. 171/24099.TYC
H+B PROJECT 24316
02/09/2026

ELECTRONIC MEDIA DISCLAIMER

AGREEMENT TO PROVIDE INFORMATION IN ELECTRONIC FORMAT

PROVIDER: Hobbs + Black Associates, Inc., 117 E. Allegan St, Lansing, MI 48933

RECIPIENT: _____
(name) (address)

PROJECT: DTMB - State Police Headquarters – Upgrade Elevators

FILE/HB Project 171/24099.TYC

AUTHORIZED USE:

Hobbs + Black Associates, Inc. has been asked to provide to _____,
hereafter referred to as *the recipient*, electronic format versions of CAD documents for the project.

The use of documents by *the recipient* is limited to _____ (*state the purpose*)

The recipient agrees that the documents shall not be used for any other purpose. *The recipient* further agrees that it will obligate any recipient of the documents to agree in writing to be bound to all of the terms herein as if the recipient in this Agreement. Each recipient will agree to pass on the same contractual obligation to any other recipients permitted under this Agreement.

INSTRUMENTS OF SERVICE:

The documents, whether in hard copy or machine readable form, represents instruments of professional service and shall remain Hobbs + Black’s property. As the author of the documents, Hobbs + Black Associates, Inc. retains all proprietary rights, including copyrights embodied therein.

ACCURACY:

Hobbs + Black Associates, Inc. does not represent that all information contained in the documents is complete, noting that there could be subsequent changes to the documents. Furthermore, items shown in the documents may not be to scale.

The recipient agrees to verify all information and dimensions indicated in the electronic documents by comparison to an original printed copy and promptly notify Hobbs + Black Associates, Inc. of any discrepancies.

The recipient acknowledges that anomalies and errors can be introduced into documents when they are transferred or used in an incompatible computer environment. Further, *the recipient* acknowledges and solely accepts the risks associated with and/or the responsibility for any damages to hardware, software or computer systems or networks related to any use of the documents. The documents are being furnished “as is.”

DTMB - STATE POLICE HEADQUARTERS
UPGRADE ELEVATORS
DIMONDALE, MICHIGAN
FILE NO. 171/24099.TYC
H+B PROJECT 24316
02/09/2026

Electronic media viruses are ever increasing in complexity and growth. Hobbs + Black Associates, Inc. advises all users to scan any disk received from outside sources with a current anti-virus program. Hobbs + Black Associates, Inc. takes normal precautions to keep our system clean of viruses but, because no system is perfect, occasionally a virus may pass undetected. Hobbs + Black Associates, Inc. will not be responsible for any damage caused by such a virus. If you detect any virus on any media received from Hobbs + Black Associates, Inc., please contact us immediately.

INDEMNIFICATION:

To the fullest extent permitted by law, *the recipient* agrees to indemnify, defend and hold Hobbs + Black Associates, Inc., its officers, directors, shareholders, employees, agents and consultants harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, arising out of any use, reuse, or modification of the documents, except where Hobbs + Black Associates, Inc. is found to be solely liable as between the parties hereto as well as between any other persons, firms or other legal entities for such damages or losses by a court or forum of competent jurisdiction.

Except as provided herein, *the recipient* will not transfer the document or any copy of the document in any form to a third party without the prior written consent of Hobbs + Black Associates, Inc., which may be withheld at Hobbs + Black's sole and absolute discretion. If *the recipient* fails to perform or observe any of the terms of this Agreement, Hobbs + Black Associates, Inc. may demand and *the recipient* agrees to immediately return the document and any copies thereof.

LOCATION:

This Agreement shall be governed by Michigan law, Washtenaw County.

LIMIT OF LIABILITY:

To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Hobbs + Black Associates, Inc., its officers, directors, employees, agents and consultants, to *the recipient* and anyone claiming by, through or under *the recipient* for any injuries, liabilities, claims, losses, expenses, costs of damages of any nature whatsoever arising out of, resulting from or in any way related to the documents or the Use of Documents, including but not limited to the negligence, professional errors or omissions, or breach of contract of Hobbs + Black Associates, Inc., its officers, directors, shareholders, employees, agents or consultants, or any of them, shall not exceed one dollar (\$1.00).

Signing this Agreement indicates your agreement to the terms stated above. Unless otherwise explicitly agreed to in writing by both parties, this Agreement shall govern any and all future transfers or use of new documents, to *the recipient* by Hobbs + Black Associates, Inc.

Sincerely,

Hobbs + Black Associates, Inc.

Name: John Mortimore

Title: Senior Associate

Accepted and Agreed By:

(Company Name)

Name: _____

Title: _____

DTMB - STATE POLICE HEADQUARTERS
UPGRADE ELEVATORS
DIMONDALE, MICHIGAN
FILE NO. 171/24099.TYC
H+B PROJECT 24316
02/09/2026

(Signature)

(Signature)

Date:

Date: _____

HOBBS+BLACK ASSOCIATES INC Architects, Planners & Interior Designers
100 N. State Street Ann Arbor, Michigan 48104 www.hobbs-black.com
P. 734.663.4189 F. 734.663.1770 Ann Arbor | Lansing | Phoenix

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 inspecting 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 -control procedures that facilitate compliance with the Contract Document requirements.
 - 2. Requirements for Contractor to provide quality-assurance and -control services required by Architect, Owner, **Commissioning Authority**, or authorities having jurisdiction are not limited by provisions of this Section.
 - 3. Specific test and inspection requirements are not specified in this Section.

1.2 DEFINITIONS

- A. 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.
- B. 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. Services do not include contract enforcement activities performed by Architect.
- C. Mockups: Full-size physical assemblies that are constructed on-site. Mockups are constructed to verify selections made under Sample submittals; to demonstrate aesthetic effects and, where indicated, qualities of materials and execution; to review coordination, testing, or operation; to show interface between dissimilar materials; and to demonstrate compliance with specified installation tolerances. Mockups are not Samples. Unless otherwise indicated, approved mockups establish the standard by which the Work will be judged.
 - 1. Laboratory Mockups: Full-size physical assemblies constructed at testing facility to verify performance characteristics.

- 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.
- E. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or 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 Testing: Tests and inspections that are performed at the source, e.g., plant, mill, factory, or shop.
- G. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- H. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- I. 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, and similar operations.
 - 1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade(s).
- J. Experienced: When used with an entity or individual, "experienced" means having successfully completed a minimum of [five] <Insert number> 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.

1.3 CONFLICTING REQUIREMENTS

- A. Referenced Standards: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to Architect for a decision before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be 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.

1.4 INFORMATIONAL SUBMITTALS

- A. Contractor's Statement of Responsibility: When required by authorities having jurisdiction, submit copy of written statement of responsibility sent to authorities having jurisdiction before starting work on the following systems:
1. Seismic-force-resisting system, designated seismic system, or component listed in the designated seismic system quality-assurance plan prepared by Architect.
 2. Main wind-force-resisting system or a wind-resisting component listed in the wind-force-resisting system quality-assurance plan prepared by Architect.
- 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.

1.5 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, and telephone number 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 inspecting.
 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 Field Reports: Prepare written information documenting tests and inspections specified in other Sections. Include the following:
1. Name, address, and telephone number of representative making report.
 2. Statement on condition of substrates and their acceptability for installation of product.
 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. Permits, Licenses, and Certificates: For Owner's records, 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 QUALITY ASSURANCE

- A. General: 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.
- 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, 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 shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
 - 1. Requirements of authorities having jurisdiction shall supersede requirements for specialists.
- G. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to **ASTM E 329**; and with additional qualifications specified in individual Sections; and, where required by authorities having jurisdiction, that is acceptable to authorities.
 - 1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
 - 2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.
- H. Manufacturer's 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. 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. Build laboratory mockups at testing facility using personnel, products, and methods of construction indicated for the completed Work.
 - d. When testing is complete, remove test specimens, assemblies, mockups; 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, 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.
- J. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:
 1. Build mockups in location and of size indicated or, if not indicated, as directed by Architect.
 2. Notify Architect **seven** days in advance of dates and times when mockups will be constructed.
 3. Demonstrate the proposed range of aesthetic effects and workmanship.
 4. Obtain Architect's approval of mockups before starting work, fabrication, or construction.
 - a. Allow **seven** days for initial review and each re-review of each mockup.
 5. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
 6. Demolish and remove mockups when directed unless otherwise indicated.
- K. Laboratory Mockups: Comply with requirements of preconstruction testing and those specified in individual Specification Sections.

1.7 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 inspecting 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 required to verify that the Work complies with requirements, whether specified or not.
1. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
 - a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.
 2. Notify testing agencies at least **24** hours in advance of time when Work that requires testing or inspecting 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 inspecting 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. Manufacturer's Field Services: Where indicated, engage a manufacturer's representative to observe and inspect the Work. Manufacturer's representative's services include examination of substrates and conditions, verification of materials, inspection of completed portions of the Work, and submittal of written reports.
- D. 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.
- E. 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 location 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 any duties of Contractor.
- F. Associated Services: Cooperate with agencies 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 inspecting. Assist agency in obtaining samples.
 4. Facilities for storage and field curing of test samples.
 5. Delivery of samples to testing agencies.
 6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
 7. Security and protection for samples and for testing and inspecting equipment at Project site.
- G. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
1. Schedule times for tests, inspections, obtaining samples, and similar activities.

1.8 SPECIAL TESTS AND INSPECTIONS

- A. Special Tests and Inspections: **Engage** a qualified **testing agency** to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Owner, and as follows:
- B. Special Tests and Inspections: Conducted by a qualified **testing agency** as required by authorities having jurisdiction, as indicated in individual Specification Sections **and in Statement of Special Inspections attached to this Section**, and as follows:
1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures and reviews the completeness and adequacy of those procedures to perform the Work.
 2. Notifying Architect 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 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, **Commissioning Authority's**, reference during normal working hours.

3.2 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, 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.

- 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.

1.3 ABBREVIATIONS AND ACRONYMS

- A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Gale's "Encyclopedia of Associations: National Organizations of the U.S." or in Columbia Books' "National Trade & Professional Associations of the United States."
- B. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list.
1. AABC - Associated Air Balance Council; www.aabc.com.
 2. AAMA - American Architectural Manufacturers Association; www.aamanet.org.
 3. AAPFCO - Association of American Plant Food Control Officials; www.aapfco.org.
 4. AASHTO - American Association of State Highway and Transportation Officials; www.transportation.org.
 5. AATCC - American Association of Textile Chemists and Colorists; www.aatcc.org.
 6. ABMA - American Bearing Manufacturers Association; www.americanbearings.org.
 7. ACI - American Concrete Institute; (Formerly: ACI International); www.concrete.org.
 8. ACPA - American Concrete Pipe Association; www.concrete-pipe.org.
 9. AEIC - Association of Edison Illuminating Companies, Inc. (The); www.aeic.org.
 10. AF&PA - American Forest & Paper Association; www.afandpa.org.
 11. AGA - American Gas Association; www.aga.org.
 12. AHAM - Association of Home Appliance Manufacturers; www.aham.org.
 13. AHRI - Air-Conditioning, Heating, and Refrigeration Institute (The); www.ahrinet.org.
 14. AI - Asphalt Institute; www.asphaltinstitute.org.
 15. AIA - American Institute of Architects (The); www.aia.org.
 16. AISC - American Institute of Steel Construction; www.aisc.org.
 17. AISI - American Iron and Steel Institute; www.steel.org.
 18. AITC - American Institute of Timber Construction; www.aitc-glulam.org.
 19. AMCA - Air Movement and Control Association International, Inc.; www.amca.org.
 20. ANSI - American National Standards Institute; www.ansi.org.
 21. AOSA - Association of Official Seed Analysts, Inc.; www.aosaseed.com.
 22. APA - APA - The Engineered Wood Association; www.apawood.org.
 23. APA - Architectural Precast Association; www.archprecast.org.
 24. API - American Petroleum Institute; www.api.org.
 25. ARI - Air-Conditioning & Refrigeration Institute; (See AHRI).
 26. ARI - American Refrigeration Institute; (See AHRI).
 27. ARMA - Asphalt Roofing Manufacturers Association; www.asphaltroofing.org.
 28. ASCE - American Society of Civil Engineers; www.asce.org.

29. ASCE/SEI - American Society of Civil Engineers/Structural Engineering Institute; (See ASCE).
30. ASHRAE - American Society of Heating, Refrigerating and Air-Conditioning Engineers; www.ashrae.org.
31. ASME - ASME International; (American Society of Mechanical Engineers); www.asme.org.
32. ASSE - American Society of Safety Engineers (The); www.asse.org.
33. ASSE - American Society of Sanitary Engineering; www.asse-plumbing.org.
34. ASTM - ASTM International; (American Society for Testing and Materials International); www.astm.org.
35. ATIS - Alliance for Telecommunications Industry Solutions; www.atis.org.
36. AWEA - American Wind Energy Association; www.awea.org.
37. AWI - Architectural Woodwork Institute; www.awinet.org.
38. AWMAC - Architectural Woodwork Manufacturers Association of Canada; www.awmac.com.
39. AWPA - American Wood Protection Association; (Formerly: American Wood-Preservers' Association); www.awpa.com.
40. AWS - American Welding Society; www.aws.org.
41. AWWA - American Water Works Association; www.awwa.org.
42. BHMA - Builders Hardware Manufacturers Association; www.buildershardware.com.
43. BIA - Brick Industry Association (The); www.gobrick.com.
44. BICSI - BICSI, Inc.; www.bicsi.org.
45. BIFMA - BIFMA International; (Business and Institutional Furniture Manufacturer's Association); www.bifma.com.
46. BISSC - Baking Industry Sanitation Standards Committee; www.bissc.org.
47. BOCA - BOCA; (Building Officials and Code Administrators International Inc.); (See ICC).
48. BWF - Badminton World Federation; (Formerly: International Badminton Federation); www.bwfbadminton.org.
49. CDA - Copper Development Association; www.copper.org.
50. CEA - Canadian Electricity Association; www.electricity.ca.
51. CEA - Consumer Electronics Association; www.ce.org.
52. CFFA - Chemical Fabrics & Film Association, Inc.; www.chemicalfabricsandfilm.com.
53. CFSEI - Cold-Formed Steel Engineers Institute; www.cfsei.org.
54. CGA - Compressed Gas Association; www.cganet.com.
55. CIMA - Cellulose Insulation Manufacturers Association; www.cellulose.org.
56. CISCA - Ceilings & Interior Systems Construction Association; www.cisca.org.
57. CISPI - Cast Iron Soil Pipe Institute; www.cispi.org.
58. CLFMI - Chain Link Fence Manufacturers Institute; www.chainlinkinfo.org.
59. CPA - Composite Panel Association; www.pbmdf.com.
60. CRI - Carpet and Rug Institute (The); www.carpet-rug.org.
61. CRRC - Cool Roof Rating Council; www.coolroofs.org.
62. CRSI - Concrete Reinforcing Steel Institute; www.crsi.org.
63. CSA - Canadian Standards Association; www.csa.ca.
64. CSA - CSA International; (Formerly: IAS - International Approval Services); www.csa-international.org.
65. CSI - Construction Specifications Institute (The); www.csinet.org.

66. CSSB - Cedar Shake & Shingle Bureau; www.cedarbureau.org.
67. CTI - Cooling Technology Institute; (Formerly: Cooling Tower Institute); www.cti.org.
68. CWC - Composite Wood Council; (See CPA).
69. DASMA - Door and Access Systems Manufacturers Association; www.dasma.com.
70. DHI - Door and Hardware Institute; www.dhi.org.
71. ECA - Electronic Components Association; www.ec-central.org.
72. ECAMA - Electronic Components Assemblies & Materials Association; (See ECA).
73. EIA - Electronic Industries Alliance; (See TIA).
74. EIMA - EIFS Industry Members Association; www.eima.com.
75. EJMA - Expansion Joint Manufacturers Association, Inc.; www.ejma.org.
76. ESD - ESD Association; (Electrostatic Discharge Association); www.esda.org.
77. ESTA - Entertainment Services and Technology Association; (See PLASA).
78. EVO - Efficiency Valuation Organization; www.evo-world.org.
79. FIBA - Federation Internationale de Basketball; (The International Basketball Federation); www.fiba.com.
80. FIVB - Federation Internationale de Volleyball; (The International Volleyball Federation); www.fivb.org.
81. FM Approvals - FM Approvals LLC; www.fmglobal.com.
82. FM Global - FM Global; (Formerly: FMG - FM Global); www.fmglobal.com.
83. FRSA - Florida Roofing, Sheet Metal & Air Conditioning Contractors Association, Inc.; www.floridarroof.com.
84. FSA - Fluid Sealing Association; www.fluidsealing.com.
85. FSC - Forest Stewardship Council U.S.; www.fscus.org.
86. GA - Gypsum Association; www.gypsum.org.
87. GANA - Glass Association of North America; www.glasswebsite.com.
88. GS - Green Seal; www.green Seal.org.
89. HI - Hydraulic Institute; www.pumps.org.
90. HI/GAMA - Hydronics Institute/Gas Appliance Manufacturers Association; (See AHRI).
91. HMMA - Hollow Metal Manufacturers Association; (See NAAMM).
92. HPVA - Hardwood Plywood & Veneer Association; www.hpva.org.
93. HPW - H. P. White Laboratory, Inc.; www.hpwhite.com.
94. IAPSC - International Association of Professional Security Consultants; www.iapsc.org.
95. IAS - International Approval Services; (See CSA).
96. ICBO - International Conference of Building Officials; (See ICC).
97. ICC - International Code Council; www.iccsafe.org.
98. ICEA - Insulated Cable Engineers Association, Inc.; www.icea.net.
99. ICPA - International Cast Polymer Alliance; www.icpa-hq.org.
100. ICRI - International Concrete Repair Institute, Inc.; www.icri.org.
101. IEC - International Electrotechnical Commission; www.iec.ch.
102. IEEE - Institute of Electrical and Electronics Engineers, Inc. (The); www.ieee.org.
103. IES - Illuminating Engineering Society; (Formerly: Illuminating Engineering Society of North America); www.ies.org.
104. IESNA - Illuminating Engineering Society of North America; (See IES).
105. IEST - Institute of Environmental Sciences and Technology; www.iest.org.
106. IGMA - Insulating Glass Manufacturers Alliance; www.igmaonline.org.
107. IGSHPA - International Ground Source Heat Pump Association; www.igshpa.okstate.edu.

108. ILI - Indiana Limestone Institute of America, Inc.; www.iliai.com.
109. Intertek - Intertek Group; (Formerly: ETL SEMCO; Intertek Testing Service NA); www.intertek.com.
110. ISA - International Society of Automation (The); (Formerly: Instrumentation, Systems, and Automation Society); www.isa.org.
111. ISAS - Instrumentation, Systems, and Automation Society (The); (See ISA).
112. ISFA - International Surface Fabricators Association; (Formerly: International Solid Surface Fabricators Association); www.isfanow.org.
113. ISO - International Organization for Standardization; www.iso.org.
114. ISSFA - International Solid Surface Fabricators Association; (See ISFA).
115. ITU - International Telecommunication Union; www.itu.int/home.
116. KCMA - Kitchen Cabinet Manufacturers Association; www.kcma.org.
117. LMA - Laminating Materials Association; (See CPA).
118. LPI - Lightning Protection Institute; www.lightning.org.
119. MBMA - Metal Building Manufacturers Association; www.mbma.com.
120. MCA - Metal Construction Association; www.metalconstruction.org.
121. MFMA - Maple Flooring Manufacturers Association, Inc.; www.maplefloor.org.
122. MFMA - Metal Framing Manufacturers Association, Inc.; www.metalframingmfg.org.
123. MHIA - Material Handling Industry of America; www.mhia.org.
124. MIA - Marble Institute of America; www.marble-institute.com.
125. MMPA - Moulding & Millwork Producers Association; (Formerly: Wood Moulding & Millwork Producers Association); www.wmmpa.com.
126. MPI - Master Painters Institute; www.paintinfo.com.
127. MSS - Manufacturers Standardization Society of The Valve and Fittings Industry Inc.; www.mss-hq.org.
128. NAAMM - National Association of Architectural Metal Manufacturers; www.naamm.org.
129. NACE - NACE International; (National Association of Corrosion Engineers International); www.nace.org.
130. NADCA - National Air Duct Cleaners Association; www.nadca.com.
131. NAIMA - North American Insulation Manufacturers Association; www.naima.org.
132. NBGQA - National Building Granite Quarries Association, Inc.; www.nbgqa.com.
133. NCAA - National Collegiate Athletic Association (The); www.ncaa.org.
134. NCMA - National Concrete Masonry Association; www.ncma.org.
135. NEBB - National Environmental Balancing Bureau; www.nebb.org.
136. NECA - National Electrical Contractors Association; www.necanet.org.
137. NeLMA - Northeastern Lumber Manufacturers Association; www.nelma.org.
138. NEMA - National Electrical Manufacturers Association; www.nema.org.
139. NETA - InterNational Electrical Testing Association; www.netaworld.org.
140. NFHS - National Federation of State High School Associations; www.nfhs.org.
141. NFPA - NFPA; (National Fire Protection Association); www.nfpa.org.
142. NFPA - NFPA International; (See NFPA).
143. NFRC - National Fenestration Rating Council; www.nfrc.org.
144. NHLA - National Hardwood Lumber Association; www.nhla.com.
145. NLGA - National Lumber Grades Authority; www.nlga.org.
146. NOFMA - National Oak Flooring Manufacturers Association; (See NWFA).
147. NOMMA - National Ornamental & Miscellaneous Metals Association; www.nomma.org.

148. NRCA - National Roofing Contractors Association; www.nrca.net.
149. NRMCA - National Ready Mixed Concrete Association; www.nrmca.org.
150. NSF - NSF International; (National Sanitation Foundation International); www.nsf.org.
151. NSPE - National Society of Professional Engineers; www.nspe.org.
152. NSSGA - National Stone, Sand & Gravel Association; www.nssga.org.
153. NTMA - National Terrazzo & Mosaic Association, Inc. (The); www.ntma.com.
154. NWFA - National Wood Flooring Association; www.nwfa.org.
155. PCI - Precast/Prestressed Concrete Institute; www.pci.org.
156. PDI - Plumbing & Drainage Institute; www.pdionline.org.
157. PLASA - PLASA; (Formerly: ESTA - Entertainment Services and Technology Association); www.plasa.org.
158. RCSC - Research Council on Structural Connections; www.boltcouncil.org.
159. RFCI - Resilient Floor Covering Institute; www.rfci.com.
160. RIS - Redwood Inspection Service; www.redwoodinspection.com.
161. SAE - SAE International; (Society of Automotive Engineers); www.sae.org.
162. SCTE - Society of Cable Telecommunications Engineers; www.scte.org.
163. SDI - Steel Deck Institute; www.sdi.org.
164. SDI - Steel Door Institute; www.steeldoor.org.
165. SEFA - Scientific Equipment and Furniture Association; www.sefalabs.com.
166. SEI/ASCE - Structural Engineering Institute/American Society of Civil Engineers; (See ASCE).
167. SIA - Security Industry Association; www.siaonline.org.
168. SJI - Steel Joist Institute; www.steeljoist.org.
169. SMA - Screen Manufacturers Association; www.smainfo.org.
170. SMACNA - Sheet Metal and Air Conditioning Contractors' National Association; www.smacna.org.
171. SMPTE - Society of Motion Picture and Television Engineers; www.smppte.org.
172. SPFA - Spray Polyurethane Foam Alliance; www.sprayfoam.org.
173. SPIB - Southern Pine Inspection Bureau; www.spib.org.
174. SPRI - Single Ply Roofing Industry; www.spri.org.
175. SRCC - Solar Rating and Certification Corporation; www.solar-rating.org.
176. SSINA - Specialty Steel Industry of North America; www.ssina.com.
177. SSPC - SSPC: The Society for Protective Coatings; www.sspc.org.
178. STI - Steel Tank Institute; www.steeltank.com.
179. SWI - Steel Window Institute; www.steelwindows.com.
180. SWPA - Submersible Wastewater Pump Association; www.swpa.org.
181. TCA - Tilt-Up Concrete Association; www.tilt-up.org.
182. TCNA - Tile Council of North America, Inc.; (Formerly: Tile Council of America); www.tileusa.com.
183. TEMA - Tubular Exchanger Manufacturers Association, Inc.; www.tema.org.
184. TIA - Telecommunications Industry Association; (Formerly: TIA/EIA - Telecommunications Industry Association/Electronic Industries Alliance); www.tiaonline.org.
185. TIA/EIA - Telecommunications Industry Association/Electronic Industries Alliance; (See TIA).
186. TMS - The Masonry Society; www.masonrysociety.org.
187. TPI - Truss Plate Institute; www.tpinst.org.

188. TPI - Turfgrass Producers International; www.turfgrassod.org.
189. TRI - Tile Roofing Institute; www.tilerroofing.org.
190. UBC - Uniform Building Code; (See ICC).
191. UL - Underwriters Laboratories Inc.; www.ul.com.
192. UNI - Uni-Bell PVC Pipe Association; www.uni-bell.org.
193. USAV - USA Volleyball; www.usavolleyball.org.
194. USGBC - U.S. Green Building Council; www.usgbc.org.
195. USITT - United States Institute for Theatre Technology, Inc.; www.usitt.org.
196. WASTEC - Waste Equipment Technology Association; www.wastec.org.
197. WCLIB - West Coast Lumber Inspection Bureau; www.wclib.org.
198. WCMA - Window Covering Manufacturers Association; www.wcmanet.org.
199. WDMA - Window & Door Manufacturers Association; www.wdma.com.
200. WI - Woodwork Institute; (Formerly: WIC - Woodwork Institute of California); www.wicnet.org.
201. WMMPA - Wood Moulding & Millwork Producers Association; (See MMPA).
202. WSRCA - Western States Roofing Contractors Association; www.wsrca.com.
203. WPA - Western Wood Products Association; www.wwpa.org.

C. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list.

1. DIN - Deutsches Institut fur Normung e.V.; www.din.de.
2. IAPMO - International Association of Plumbing and Mechanical Officials; www.iapmo.org.
3. ICC - International Code Council; www.iccsafe.org.
4. ICC-ES - ICC Evaluation Service, LLC; www.icc-es.org.

D. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list.

1. COE - Army Corps of Engineers; www.usace.army.mil.
2. CPSC - Consumer Product Safety Commission; www.cpsc.gov.
3. DOC - Department of Commerce; National Institute of Standards and Technology; www.nist.gov.
4. DOD - Department of Defense; <http://dodssp.daps.dla.mil>.
5. DOE - Department of Energy; www.energy.gov.
6. EPA - Environmental Protection Agency; www.epa.gov.
7. FAA - Federal Aviation Administration; www.faa.gov.
8. FG - Federal Government Publications; www.gpo.gov.
9. GSA - General Services Administration; www.gsa.gov.
10. HUD - Department of Housing and Urban Development; www.hud.gov.
11. LBL - Lawrence Berkeley National Laboratory; Environmental Energy Technologies Division; <http://eetd.lbl.gov>.
12. OSHA - Occupational Safety & Health Administration; www.osha.gov.
13. SD - Department of State; www.state.gov.

14. TRB - Transportation Research Board; National Cooperative Highway Research Program; www.trb.org.
15. USDA - Department of Agriculture; Agriculture Research Service; U.S. Salinity Laboratory; www.ars.usda.gov.
16. USDA - Department of Agriculture; Rural Utilities Service; www.usda.gov.
17. USDJ - Department of Justice; Office of Justice Programs; National Institute of Justice; www.ojp.usdoj.gov.
18. USP - U.S. Pharmacopeia; www.usp.org.
19. USPS - United States Postal Service; www.usps.com.

E. Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations in the following list.

1. CFR - Code of Federal Regulations; Available from Government Printing Office; www.gpo.gov/fdsys.
2. DOD - Department of Defense; Military Specifications and Standards; Available from Department of Defense Single Stock Point; <http://dodssp.daps.dla.mil>.
3. DSCC - Defense Supply Center Columbus; (See FS).
4. FED-STD - Federal Standard; (See FS).
5. FS - Federal Specification; Available from Department of Defense Single Stock Point; <http://dodssp.daps.dla.mil>.
 - a. Available from Defense Standardization Program; www.dsp.dla.mil.
 - b. Available from General Services Administration; www.gsa.gov.
 - c. Available from National Institute of Building Sciences/Whole Building Design Guide; www.wbdg.org/ccb.
6. MILSPEC - Military Specification and Standards; (See DOD).
7. USAB - United States Access Board; www.access-board.gov.
8. USATBCB - U.S. Architectural & Transportation Barriers Compliance Board; (See USAB).

F. State Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list.

1. CBHF - State of California; Department of Consumer Affairs; Bureau of Electronic Appliance and Repair, Home Furnishings and Thermal Insulation; www.bearhfti.ca.gov.
2. CCR - California Code of Regulations; Office of Administrative Law; California Title 24 Energy Code; www.calregs.com.
3. CDHS - California Department of Health Services; (See CDPH).
4. CDPH - California Department of Public Health; Indoor Air Quality Program; www.cal-iaq.org.
5. CPUC - California Public Utilities Commission; www.cpuc.ca.gov.
6. SCAQMD - South Coast Air Quality Management District; www.aqmd.gov.

DTMB - STATE POLICE HEADQUARTERS
UPGRADE ELEVATORS
DIMONDALE, MICHIGAN
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02/09/2026

7. TFS - Texas Forest Service; Forest Resource Development and Sustainable Forestry;
<http://txforestsservice.tamu.edu>.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 014200

SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
- B. Related Requirements:
 - 1. Section 011000 "Summary" for work restrictions and limitations on utility interruptions.

1.2 USE CHARGES

- A. General: Installation and removal of and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities to use temporary services and facilities without cost, including, but not limited to, **Owner's construction forces**, Architect, **occupants of Project**, testing agencies, and authorities having jurisdiction.
- B. Water and Sewer Service from Existing System: Water from Owner's existing water system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.
- C. Electric Power Service from Existing System: Electric power from Owner's existing system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.

1.3 INFORMATIONAL SUBMITTALS

- A. Site Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel.
- B. Fire-Safety Program: Show compliance with requirements of NFPA 241 and authorities having jurisdiction. Indicate Contractor personnel responsible for management of fire prevention program.

1.4 QUALITY ASSURANCE

- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.

- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.
- C. Accessible Temporary Egress: Comply with applicable provisions in **the U.S. Architectural & Transportation Barriers Compliance Board's ADA-ABA Accessibility Guidelines and ICC/ANSI A117.1.**

1.5 PROJECT CONDITIONS

- A. Temporary Use of Permanent Facilities: Engage Installer of each permanent service to assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Portable Chain-Link Fencing: Minimum 2-inch, 0.148-inch- thick, galvanized-steel, chain-link fabric fencing; minimum 6 feet high with galvanized-steel pipe posts; minimum 2-3/8-inch- OD line posts and 2-7/8-inch- OD corner and pull posts, with 1-5/8-inch- OD top and bottom rails. Provide **galvanized-steel** bases for supporting posts.

2.2 TEMPORARY FACILITIES

- A. Field Offices, General: Prefabricated or mobile units with serviceable finishes, temperature controls, and foundations adequate for normal loading.
- B. Storage: Coordinate with Owner for possible locations on site to receive / store goods until they can be installed or removed from the site. Provide storage units off site where space is not available for temporary storage.

2.3 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.
- B. HVAC Equipment: Unless Owner authorizes use of permanent HVAC system, provide vented, self-contained, liquid-propane-gas or fuel-oil heaters with individual space thermostatic control.
 - 1. Use of gasoline-burning space heaters, open-flame heaters, or salamander-type heating units is prohibited.

2. Heating Units: Listed and labeled for type of fuel being consumed, by a qualified testing agency acceptable to authorities having jurisdiction, and marked for intended location and application.
3. Permanent HVAC System: If Owner authorizes use of permanent HVAC system for temporary use during construction, provide filter with MERV of 8 at each return-air grille in system and remove at end of construction and clean HVAC system as required in Section 017700 "Closeout Procedures".

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
 1. Locate facilities to limit site disturbance as specified in Section 011000 "Summary."
- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.2 TEMPORARY UTILITY INSTALLATION

- A. General: Install temporary service or connect to existing service.
 1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
- B. Water Service: Connect to Owner's existing water service facilities. Clean and maintain water service facilities in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.
- C. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
 1. Toilets: Use of Owner's existing toilet facilities will be permitted, as long as facilities are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.
- D. Heating **and** Cooling: Provide temporary heating **and** cooling required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of low temperatures or high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed.

- E. Ventilation and Humidity Control: Provide temporary ventilation required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements to produce ambient condition required and minimize energy consumption.
- F. Electric Power Service: Connect to Owner's existing electric power service. Maintain equipment in a condition acceptable to Owner.
- G. Electric Power Service: Provide electric power service and distribution system of sufficient size, capacity, and power characteristics required for construction operations.
 - 1. Connect temporary service to Owner's existing power source, as directed by Owner.
- H. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.
 - 1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.
- I. Telephone Service: Provide minimum of one cellular telephone at site.
 - 1. At each telephone, post a list of important telephone numbers.
 - a. Police and fire departments.
 - b. Ambulance service.
 - c. Contractor's home office.
 - d. Contractor's emergency after-hours telephone number.
 - e. Architect's office.
 - f. Engineers' offices.
 - g. Owner's office.
 - h. Principal subcontractors' field and home offices.
 - 2. Provide superintendent with cellular telephone or portable two-way radio for use when away from field office.

3.3 SUPPORT FACILITIES INSTALLATION

- A. General: Comply with the following:
 - 1. Provide construction for temporary offices, shops, and sheds located within construction area or within 30 feet of building lines that is noncombustible according to ASTM E 136. Comply with NFPA 241.
 - 2. Maintain support facilities until Architect schedules Substantial Completion inspection. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.

- B. Temporary Use of Permanent Roads and Paved Areas: Locate temporary roads and paved areas in same location as permanent roads and paved areas. Construct and maintain temporary roads and paved areas adequate for construction operations. Extend temporary roads and paved areas, within construction limits indicated, as necessary for construction operations.
1. Coordinate elevations of temporary roads and paved areas with permanent roads and paved areas.
 2. Prepare subgrade and install subbase and base for temporary roads and paved areas according to Section 312000 "Earth Moving."
 3. Recondition base after temporary use, including removing contaminated material, regrading, proofrolling, compacting, and testing.
 4. Delay installation of final course of permanent hot-mix asphalt pavement until immediately before Substantial Completion. Repair hot-mix asphalt base-course pavement before installation of final course according to Section 321216 "Asphalt Paving."
- C. Traffic Controls: Comply with requirements of authorities having jurisdiction.
1. Protect existing site improvements to remain including curbs, pavement, and utilities.
 2. Maintain access for fire-fighting equipment and access to fire hydrants.
- D. Parking: No parking is available on site. Use street-side construction spaces as permitted by the City of Lansing.
- E. Dewatering Facilities and Drains: Comply with requirements of authorities having jurisdiction. Maintain Project site, excavations, and construction free of water.
1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining properties or endanger permanent Work or temporary facilities.
 2. Remove snow and ice as required to minimize accumulations.
- F. Project Signs: No project signs will be permitted.
1. Temporary Signs: Provide other signs as indicated and as required to inform public and individuals seeking entrance to Project.
 - a. Provide temporary, directional signs for construction personnel and visitors.
 2. Maintain and touchup signs so they are legible at all times.
- G. Waste Disposal Facilities: Comply with requirements specified in Section 017419 "Construction Waste Management and Disposal."
- H. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with progress cleaning requirements in Section 017300 "Execution."
- I. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.

1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.
 - J. Existing Elevator Use: Use of Owner's existing elevators will be permitted, provided elevators are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore elevators to condition existing before initial use, including replacing worn cables, guide shoes, and similar items of limited life.
 1. Do not load elevators beyond their rated weight capacity.
 2. Provide protective coverings, barriers, devices, signs, or other procedures to protect elevator car and entrance doors and frame. If, despite such protection, elevators become damaged, engage elevator Installer to restore damaged work so no evidence remains of correction work. Return items that cannot be refinished in field to the shop, make required repairs and refinish entire unit, or provide new units as required.
 - K. Temporary Stairs: Until permanent stairs are available, provide temporary stairs where ladders are not adequate. Cooperate with Owner's security requirements.
 - L. Existing Stair Usage: Use of Owner's existing stairs will be permitted, provided stairs are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore stairs to condition existing before initial use.
 1. Provide protective coverings, barriers, devices, signs, or other procedures to protect stairs and to maintain means of egress. If stairs become damaged, restore damaged areas so no evidence remains of correction work.
 - M. Temporary Use of Permanent Stairs: Use of new stairs for construction traffic will be permitted, provided stairs are protected and finishes restored to new condition at time of Substantial Completion. Cooperate with Owner's security requirements.
- 3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION
- A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.
 - B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
 - C. Pest Control: Engage pest-control service to recommend practices to minimize attraction and harboring of rodents, roaches, and other pests and to perform extermination and control procedures at regular intervals so Project will be free of pests and their residues at Substantial Completion. Perform control operations lawfully, using environmentally safe materials.
 - D. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.

- E. Temporary Egress: Maintain temporary egress from existing occupied facilities as indicated and as required by authorities having jurisdiction.

- F. Temporary Partitions: Provide floor-to-ceiling dustproof partitions to limit dust and dirt migration and to separate areas occupied by **Owner and tenants** from fumes and noise.
 - 1. Construct dustproof partitions with gypsum wallboard with joints taped on occupied side, and fire-retardant-treated plywood on construction operations side.
 - 2. Construct dustproof partitions with two layers of 6-mil polyethylene sheet on each side. Cover floor with two layers of 6-mil polyethylene sheet, extending sheets 18 inches up the sidewalls. Overlap and tape full length of joints. Cover floor with fire-retardant-treated plywood.
 - a. Construct vestibule and airlock at each entrance through temporary partition with not less than 48 inches between doors. Maintain water-dampened foot mats in vestibule.
 - 3. Where fire-resistance-rated temporary partitions are indicated or are required by authorities having jurisdiction, construct partitions according to the rated assemblies.
 - 4. Insulate partitions to control noise transmission to occupied areas.
 - 5. Seal joints and perimeter. Equip partitions with gasketed dustproof doors and security locks where openings are required.
 - 6. Protect air-handling equipment.
 - 7. Provide walk-off mats at each entrance through temporary partition.

- G. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241; manage fire prevention program.
 - 1. Prohibit smoking in construction areas.
 - 2. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.
 - 3. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.
 - 4. Provide temporary standpipes and hoses for fire protection. Hang hoses with a warning sign stating that hoses are for fire-protection purposes only and are not to be removed. Match hose size with outlet size and equip with suitable nozzles.

3.5 MOISTURE AND MOLD CONTROL

- A. Controlled Construction Phase of Construction: After completing and sealing of the building enclosure but prior to the full operation of permanent HVAC systems, maintain as follows:
 - 1. Control moisture and humidity inside building by maintaining effective dry-in conditions.
 - 2. Remove materials that cannot be completely restored to their manufactured moisture level within **48** hours.

3.6 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal.
 - 1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
- C. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.
- D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
 - 1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
 - 2. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Section 017700 "Closeout Procedures."

END OF SECTION 015000

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. Products salvaged or recycled from other projects are not considered new products.
 - 3. Comparable Product: Product that is demonstrated and approved through submittal process 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 specific manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of additional manufacturers named in the specification.

1.3 ACTION SUBMITTALS

- A. Comparable Product Requests: Submit request for consideration of each comparable product. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.

1. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within one week of receipt of a comparable product request. Architect will notify Contractor of approval or rejection of proposed comparable product request within **15** days of receipt of request, or **seven** days of receipt of additional information or documentation, whichever is later.
 - a. Form of Approval: As specified in Section 013300 "Submittal Procedures."
 - b. Use product specified if Architect does not issue a decision on use of a comparable product request within time allocated.
- B. Basis-of-Design Product Specification Submittal: Comply with requirements in Section 013300 "Submittal Procedures." Show compliance with requirements.

1.4 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.

1.5 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.
- B. Delivery and Handling:
 1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
 2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
 3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
 4. Inspect products on delivery to determine compliance with the Contract Documents and to determine that products are undamaged and properly protected.
- C. Storage:
 1. Store products to allow for inspection and measurement of quantity or counting of units.
 2. Store materials in a manner that will not endanger Project structure.
 3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
 4. Protect foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.

5. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
6. Protect stored products from damage and liquids from freezing.

1.6 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 warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
 2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for 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 with the Specifications, prepare a written document using indicated form properly executed.
 3. Refer to other Sections for specific content requirements and particular requirements for submitting special warranties.
- C. Submittal Time: Comply with requirements in Section 017700 "Closeout Procedures."

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 not in conflict with 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. 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.
2. 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.
3. Products:
 - a. Restricted List: 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.
 - b. Nonrestricted List: 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. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product.
4. Manufacturers:
 - a. Restricted List: 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.
 - b. Nonrestricted List: 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. Comply with requirements in "Comparable Products" Article for consideration of an unnamed manufacturer's product.

C. Visual Matching Specification: Where Specifications require "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 similar phrase, select a product that complies with requirements. Architect will select color, gloss, pattern, density, or texture from manufacturer's **PREMIUM** product line.

2.2 COMPARABLE PRODUCTS

- A. Conditions for Consideration: 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 these requirements:
1. Evidence that the proposed product does not require revisions to the Contract Documents, that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
 2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
 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.

PART 3 - EXECUTION (Not Used)

END OF SECTION 016000

DTMB - STATE POLICE HEADQUARTERS
UPGRADE ELEVATORS
DIMONDALE, MICHIGAN
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H+B PROJECT 24316
02/09/2026

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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. Field engineering and surveying.
 2. Installation of the Work.
 3. Cutting and patching.
 4. Progress cleaning.
 5. Starting and adjusting.
 6. 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, and final cleaning.
 2. Section 078413 "Penetration Firestopping" for patching penetrations in fire-rated construction.
- C. 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, notify Architect of locations and details of cutting and await directions from Architect before proceeding. Shore, brace, and support structural element 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.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: 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 requirements of Section 018113.13 "Sustainable Design Requirements - LEED for New Construction and Major Renovations," Section 018113.16 "Sustainable Design Requirements - LEED for Commercial Interiors," Section 018113.19 "Sustainable Design Requirements - LEED for Core and Shell Development," and Section 018113.23 "Sustainable Design Requirements - LEED for Schools."
- 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.

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, investigate and verify the existence and location of hidden utilities, **mechanical and electrical systems**, and other construction affecting the Work.
 - 1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, 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. 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** 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 caused by differing field conditions outside the control of Contractor, submit a request for information to Architect according to 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. If discrepancies are discovered, notify Architect promptly.
- B. General: Engage a **professional engineer** to lay out the Work using 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. 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.
- B. Benchmarks: Establish and maintain a minimum of [two] <Insert number> 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.

3.5 INSTALLATION

- A. General: 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 the best possible results. 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.
- 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: Do not use tools or equipment that produce harmful 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 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.
 - 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. Fit exposed connections together to form hairline joints.
- J. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.6 CUTTING AND PATCHING

- A. Cutting and Patching, 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. Adjacent Occupied Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
- F. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to **minimize** interruption to occupied areas.
- G. 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. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
 6. Proceed with patching after construction operations requiring cutting are complete.
- H. 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. 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 minimize evidence of patching and refinishing.
 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.
 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.

I. 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. General: 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 80 deg F (27 deg C).
3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.

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 in Finished Areas: 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.

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 assure 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. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- B. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.
- C. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- D. Manufacturer's Field Service: Comply with qualification requirements in Section 014000 "Quality Requirements"

3.9 PROTECTION 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. Comply with manufacturer's written instructions for temperature and relative humidity.

END OF SECTION 017300

SECTION 017329 - CUTTING AND PATCHING

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes procedural requirements for cutting and patching.
- B. See Divisions 2 through 16 Sections for specific requirements and limitations applicable to cutting and patching individual parts of the Work.
- C. See Division 07 Section "Penetration Firestopping" for patching fire-rated construction.

1.2 SUBMITTALS

- A. Cutting and Patching Proposal: Submit a proposal describing procedures at least 10 days before the time cutting and patching will be performed, requesting approval to proceed. Include the following information:
 - 1. Extent: Describe cutting and patching, show how they will be performed, and indicate why they cannot be avoided.
 - 2. Changes to In-Place Construction: Describe anticipated results. Include changes to structural elements and operating components as well as changes in building's appearance and other significant visual elements.
 - 3. Products: List products to be used and firms or entities that will perform the Work.
 - 4. Dates: Indicate when cutting and patching will be performed.
 - 5. Utility Services and Mechanical/Electrical Systems: List services/systems that cutting and patching procedures will disturb or affect. List services/systems that will be relocated and those that will be temporarily out of service. Indicate how long services/systems will be disrupted.
 - 6. Structural Elements: Where cutting and patching involve adding reinforcement to structural elements, submit details and engineering calculations showing integration of reinforcement with original structure.
 - 7. Architect's Approval: Obtain approval of cutting and patching proposal before cutting and patching. Approval does not waive right to later require removal and replacement of unsatisfactory work.

1.3 QUALITY ASSURANCE

- A. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.
- B. 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.

- C. Miscellaneous Elements: Do not cut and patch miscellaneous elements or related 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.
- D. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces 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.

1.4 WARRANTY

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during cutting and patching operations, by methods and with materials so as not to void existing warranties.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections.
- B. In-Place Materials: Use materials 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 match the visual and functional performance of in-place materials.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed.
 - 1. Compatibility: Before patching, verify compatibility with and suitability of substrates, including compatibility with in-place finishes or primers.
 - 2. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Temporary Support: Provide temporary support of Work to be cut.
- B. 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.
- C. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
- D. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to minimize interruption to occupied areas.

3.3 PERFORMANCE

- 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. 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 as small as possible, neatly to 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: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
 - 4. Excavating and Backfilling: Comply with requirements in applicable Division 31 Sections where required by cutting and patching operations.
 - 5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
 - 6. Proceed with patching after construction operations requiring cutting are complete.

- C. 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 possible. Provide materials and comply with installation requirements specified in other Sections.
1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate 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.
 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.
 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.
- D. Cleaning: Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar materials.

END OF SECTION 017329

SECTION 017419 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for the following:
 - 1. Recycling nonhazardous **demolition and construction** waste.
 - 2. Disposing of nonhazardous **demolition and construction** waste.
- B. Related Requirements:
 - 1. Section 024116 "Structure Demolition" for disposition of waste resulting from demolition of buildings, structures, and site improvements.
 - 2. Section 024119 "Selective Demolition" for disposition of waste resulting from partial demolition of buildings, structures, and site improvements.
 - 3. Section 042000 "Unit Masonry" for disposal requirements for masonry waste.
 - 4. Section 044313.13 "Anchored Stone Masonry Veneer" for disposal requirements for excess stone and stone waste.

1.2 DEFINITIONS

- A. Construction Waste: Building improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.
- B. Demolition Waste: Building improvement materials resulting from demolition or selective demolition operations.
- C. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.
- D. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.
- E. Salvage: Recovery of demolition or construction waste and subsequent sale or reuse in another facility.
- F. Salvage and Reuse: Recovery of demolition or construction waste and subsequent incorporation into the Work.

1.3 ACTION SUBMITTALS

- A. Waste Management Plan: Submit plan within **7** days of date established for **the Notice of Award**.

1.4 INFORMATIONAL SUBMITTALS

- A. Waste Reduction Progress Reports: Concurrent with each Application for Payment, submit report. Include the following information:
 - 1. Material category.
 - 2. Generation point of waste.
 - 3. Total quantity of waste in **tons (tonnes)**.
 - 4. Quantity of waste salvaged, both estimated and actual in **tons (tonnes)**.
 - 5. Quantity of waste recycled, both estimated and actual in **tons (tonnes)**.
 - 6. Total quantity of waste recovered (salvaged plus recycled) in **tons (tonnes)**.
 - 7. Total quantity of waste recovered (salvaged plus recycled) as a percentage of total waste.
- B. Records of Donations: Indicate receipt and acceptance of salvageable waste donated to individuals and organizations. Indicate whether organization is tax exempt.
- C. Records of Sales: Indicate receipt and acceptance of salvageable waste sold to individuals and organizations. Indicate whether organization is tax exempt.
- D. Recycling and Processing Facility Records: Indicate receipt and acceptance of recyclable waste by recycling and processing facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.
- E. Landfill and Incinerator Disposal Records: Indicate receipt and acceptance of waste by landfills and incinerator facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.
- F. Qualification Data: For waste management coordinator.

1.5 WASTE MANAGEMENT PLAN

- A. General: Develop a waste management plan according to ASTM E 1609 and requirements in this Section. Plan shall consist of waste identification, waste reduction work plan, and cost/revenue analysis. Indicate quantities by weight or volume, but use same units of measure throughout waste management plan.
- B. Waste Identification: Indicate anticipated types and quantities of **demolition** waste generated by the Work. Include estimated quantities and assumptions for estimates.
- C. Waste Reduction Work Plan: List each type of waste and whether it will be salvaged, recycled, or disposed of in landfill or incinerator. Include points of waste generation, total quantity of

each type of waste, quantity for each means of recovery, and handling and transportation procedures.

1. Salvaged Materials for Reuse: For materials that will be salvaged and reused in this Project, describe methods for preparing salvaged materials before incorporation into the Work.
2. Salvaged Materials for Sale: For materials that will be sold to individuals and organizations, include list of their names, addresses, and telephone numbers.
3. Salvaged Materials for Donation: For materials that will be donated to individuals and organizations, include list of their names, addresses, and telephone numbers.
4. Recycled Materials: Include list of local receivers and processors and type of recycled materials each will accept. Include names, addresses, and telephone numbers.
5. Disposed Materials: Indicate how and where materials will be disposed of. Include name, address, and telephone number of each landfill and incinerator facility.
6. Handling and Transportation Procedures: Include method that will be used for separating recyclable waste including sizes of containers, container labeling, and designated location where materials separation will be performed.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 PLAN IMPLEMENTATION

- A. General: Implement approved waste management plan. Provide handling, containers, storage, signage, transportation, and other items as required to implement waste management plan during the entire duration of the Contract.
- B. Training: Train workers, subcontractors, and suppliers on proper waste management procedures, as appropriate for the Work occurring at Project site.
 1. Distribute waste management plan to everyone concerned within **three** days of submittal return.
 2. Distribute waste management plan to entities when they first begin work on-site. Review plan procedures and locations established for salvage, recycling, and disposal.
- C. Site Access and Temporary Controls: Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
 1. Designate and label specific areas on Project site necessary for separating materials that are to be salvaged, recycled, reused, donated, and sold.
 2. Comply with Section 015000 "Temporary Facilities and Controls" for controlling dust and dirt, environmental protection, and noise control.

3.2 RECYCLING DEMOLITION AND CONSTRUCTION WASTE, GENERAL

- A. General: Recycle paper and beverage containers used by on-site workers.
- B. Recycling Incentives: Revenues, savings, rebates, tax credits, and other incentives received for recycling waste materials shall **be shared equally by Owner and Contractor**.
- C. Procedures: Separate recyclable waste from other waste materials, trash, and debris. Separate recyclable waste by type at Project site to the maximum extent practical according to approved construction waste management plan.
 - 1. Provide appropriately marked containers or bins for controlling recyclable waste until they are removed from Project site. Include list of acceptable and unacceptable materials at each container and bin.
 - a. Inspect containers and bins for contamination and remove contaminated materials if found.
 - 2. Stockpile processed materials on-site without intermixing with other materials. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
 - 3. Stockpile materials away from construction area. Do not store within drip line of remaining trees.
 - 4. Store components off the ground and protect from the weather.
 - 5. Remove recyclable waste from Owner's property and transport to recycling receiver or processor.

3.3 RECYCLING DEMOLITION WASTE

- A. Concrete: Remove reinforcement and other metals from concrete and sort with other metals.
- B. Masonry: Remove metal reinforcement, anchors, and ties from masonry and sort with other metals.
- C. Metals: Separate metals by type.
 - 1. Structural Steel: Stack members according to size, type of member, and length.
 - 2. Remove and dispose of bolts, nuts, washers, and other rough hardware.
- D. Gypsum Board: Stack large clean pieces on wood pallets or in container and store in a dry location. Remove edge trim and sort with other metals. Remove and dispose of fasteners.
- E. Acoustical Ceiling Panels and Tile: Stack large clean pieces on wood pallets and store in a dry location.
- F. Metal Suspension System: Separate metal members including trim, and other metals from acoustical panels and tile and sort with other metals.

- G. Carpet: Roll large pieces tightly after removing debris, trash, adhesive, and tack strips.
 - 1. Store clean, dry carpet in a closed container or trailer provided by Carpet Reclamation Agency or carpet recycler.
- H. Carpet Tile: Remove debris, trash, and adhesive.
 - 1. Stack tile on pallet and store clean, dry carpet in a closed container or trailer provided by Carpet Reclamation Agency or carpet recycler.
- I. Piping: Reduce piping to straight lengths and store by type and size. Separate supports, hangers, valves, sprinklers, and other components by type and size.
- J. Conduit: Reduce conduit to straight lengths and store by type and size.

3.4 RECYCLING CONSTRUCTION WASTE

- A. Packaging:
 - 1. Cardboard and Boxes: Break down packaging into flat sheets. Bundle and store in a dry location.
 - 2. Polystyrene Packaging: Separate and bag materials.
 - 3. Pallets: As much as possible, require deliveries using pallets to remove pallets from Project site. For pallets that remain on-site, break down pallets into component wood pieces and comply with requirements for recycling wood.
 - 4. Crates: Break down crates into component wood pieces and comply with requirements for recycling wood.
- B. Gypsum Board: Stack large clean pieces on wood pallets or in container and store in a dry location.
 - 1. Clean Gypsum Board: Grind scraps of clean gypsum board using small mobile chipper or hammer mill. Screen out paper after grinding.

3.5 DISPOSAL OF WASTE

- A. General: Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.
 - 1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
 - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Burning: Do not burn waste materials.

- C. Burning: Burning of waste materials is permitted only at designated areas on Owner's property, provided required permits are obtained. Provide full-time monitoring for burning materials until fires are extinguished.
- D. Disposal: Remove waste materials and dispose of at designated spoil areas on Owner's property.
- E. Disposal: Remove waste materials from Owner's property and legally dispose of them.

END OF SECTION 017419

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.
 5. Repair of the Work.
- B. Related Requirements:
1. Section 013233 "Photographic Documentation" for submitting final completion construction photographic documentation.
 2. Section 017823 "Operation and Maintenance Data" for operation and maintenance manual requirements.
 3. Section 017839 "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.
 4. Section 017900 "Demonstration and Training" for requirements for instructing Owner's personnel.
- C. General procedures for Substantial Completion and Final Completion.
1. The Work of this project includes both physical work (such as the construction operations) and final paper work (such as the final submittals of record documents, warranties, owner's manuals, etc.).
 2. Substantial Completion is the date when all physical work is complete, including the corrective work listed in the Contractor's Punch List, and the Owner is able to occupy the facility for its intended use without interruption by ongoing construction operations.
 - a. With the Architect's and Owner's consent, certain Minor Punch List correction work (consisting of work that has been delayed through no fault of the Contractor) may be completed after Substantial Completion. Such Minor Punch List work might include items such as delaying final landscaping until warmer weather after Substantial Completion in January, etc.
 3. Final Completion is when all work is complete including Substantial Completion, Minor Punch List corrections and all final submittals.

1.2 ACTION SUBMITTALS

- A. Product Data: For cleaning agents.
- B. Contractor's List of Incomplete Items (Punch List): Initial submittal at Substantial Completion.
- C. Certified List of Incomplete Items: Final submittal at Substantial 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 MAINTENANCE MATERIAL SUBMITTALS

- A. Schedule of Maintenance Material Items: For maintenance material submittal items specified in other Sections.

1.5 CONTRACTOR'S LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- 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, **proceeding from lowest floor to highest floor**.
 - 2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
 - 3. Submit list of incomplete items in the following format:
 - a. MS Word electronic file. Architect will return annotated copy.
 - 4. Inspection: Submit a written request for inspection to determine acceptance. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will notify Contractor of construction that must be completed or corrected before certificate will be issued.
 - a. If necessary, prepare and submit additional Revised Punch Lists showing status of incomplete work.
 - 5. Complete all work on Punch Lists prior to requesting Substantial Completion Inspection.

1.6 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 **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 test/adjust/balance records.
 3. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
 4. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. **Submit demonstration and training video recordings.**
- C. Procedures Prior to Substantial Completion: Complete the following a minimum of **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. Complete startup and testing of systems and equipment.
 3. Perform preventive maintenance on equipment used prior to Substantial Completion.
 4. 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."
 5. Advise Owner of changeover in heat and other utilities.
 6. Participate with Owner in conducting inspection and walkthrough with local emergency responders.
 7. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 8. Complete final cleaning requirements, including touchup painting.
 9. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
 10. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions
- D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of **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. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
2. Results of completed inspection will form the basis of requirements for final completion.

1.7 FINAL COMPLETION PROCEDURES

- A. Preliminary Procedures: Before requesting final inspection for determining final completion, complete the following:
1. Submit closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, final completion construction photographic documentation, damage or settlement surveys, property surveys, and similar final record information.
 2. Submit closeout submittals specified in individual Divisions 02 through 33 Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 3. Submit maintenance material submittals specified in individual Divisions 02 through 33 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 where applicable.
 - a. Schedule of Maintenance Material Items: Prepare and submit schedule of maintenance material submittal items, including name and quantity of each item and name and number of related Specification Section. Obtain **Architect's** signature for receipt of submittals.
 4. Submit a final Application for Payment according to Section 012900 "Payment Procedures."
 5. Certified List of Incomplete Items: Submit certified copy of accepted 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.
 6. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
 7. Submit pest-control final inspection report and warranty.
- B. Inspection: Submit a written request for final inspection to determine acceptance. 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 Work that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.8 SUBMITTAL OF PROJECT WARRANTIES

- A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated, 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 the Project Manual.
 - 1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive **8-1/2-by-11-inch (215-by-280-mm)** paper.
 - 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
 - 3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
 - 4. Warranty Electronic File: Scan warranties and bonds and assemble complete warranty and bond submittal package into a single indexed electronic PDF file with links enabling navigation to each item. Provide bookmarked table of contents at beginning of document.
- C. Provide additional copies of each warranty to include in operation and maintenance manuals.

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. General: 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, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
 - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
 - e. Remove snow and ice to provide safe access to building.
 - f. 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.
 - g. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
 - h. Sweep concrete floors broom clean in unoccupied spaces.
 - i. Vacuum carpet and similar soft surfaces, removing debris and excess nap; clean according to manufacturer's recommendations if visible soil or stains remain.
 - j. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
 - k. Remove labels that are not permanent.
 - l. Wipe surfaces of mechanical and electrical equipment, **elevator equipment**, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
 - m. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
 - n. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
 - o. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency.
 - p. 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.

3.2 REPAIR OF THE WORK

- A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.
- B. Repair or remove and replace defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.
 - 1. Remove and replace chipped, scratched, and broken glass, reflective surfaces, and other damaged transparent materials.
 - 2. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that that already show evidence of repair or restoration.
 - a. Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates. Remove paint applied to required labels and identification.
 - 3. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.
 - 4. Replace burned-out bulbs, bulbs noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.

END OF SECTION 017700

DTMB - STATE POLICE HEADQUARTERS
UPGRADE ELEVATORS
DIMONDALE, MICHIGAN
FILE NO. 171/24099.TYC
H+B PROJECT 24316
02/09/2026

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PUNCH LIST

Project: DTMB - STATE POLICE HEADQUARTERS UPGRADE ELEVATORS

From (A/E): _____

File Number 171/24099.TYC

Site Visit Date: _____

To (Contractor): _____

A/E Project Number: 24-316.00

Contract For: _____

The following items require the attention of the Contractor for completion or correction. This list may not be all-inclusive, and the failure to include any items on this list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

Item Number	Room Number	Location (Area)	Description	Correction/Completion Date	Verification A/E Check
-------------	-------------	-----------------	-------------	----------------------------	------------------------

Attachments

Signed by: _____ Date: _____

Copies: Owner Consultants _____ _____ _____ _____ _____ _____ File

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 one paper-copy set(s) of marked-up record prints.
 - 2) Submit record digital data files and three set(s) of record digital data file plots.
 - 3) Plot each drawing file, 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.

PART 2 - PRODUCTS

2.1 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. Record data as soon as possible after obtaining it.
 - c. Record and check the markup before enclosing concealed installations.
 2. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.
 3. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
 4. 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 the original Contract Drawings.
 2. Format: **DWG**, Version AutoCAD 2011, **Microsoft Windows** operating system.
and
 3. Format: Annotated PDF electronic file.
 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 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 and newly prepared record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
 2. Format: Annotated PDF electronic file.

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.

2.2 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. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
 3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
 4. Note related Change Orders and record Drawings where applicable.
- B. Format: Submit record Specifications as annotated PDF electronic file.

2.3 RECORD PRODUCT DATA

- A. 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, record Specifications, and record Drawings where applicable.
- B. Format: Submit record Product Data as annotated PDF electronic file.

2.4 MISCELLANEOUS RECORD SUBMITTALS

- A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

- B. Format: Submit miscellaneous record submittals as PDF electronic file.

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

- 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. Maintenance of Record Documents and Samples: Store record documents and Samples 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.

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. Demonstration of operation of systems, subsystems, and equipment.
 - 2. Training in operation and maintenance of systems, subsystems, and equipment.
 - 3. Demonstration and training video recordings.

1.2 INFORMATIONAL SUBMITTALS

- A. Instruction Program: Submit outline of instructional program for demonstration and training, including a list of training modules and a schedule of proposed dates, times, length of instruction time, and instructors' names for each training module. Include learning objective and outline for each training module.
 - 1. Indicate proposed training modules using manufacturer-produced demonstration and training video recordings for systems, equipment, and products in lieu of video recording of live instructional module.

1.3 CLOSEOUT SUBMITTALS

- A. Demonstration and Training Video Recordings: Submit two copies within seven days of end of each training module.
 - 1. At completion of training, submit complete training manual(s) for Owner's use in PDF electronic file format on compact disc.

1.4 QUALITY ASSURANCE

- A. Facilitator Qualifications: A firm or individual experienced in training or educating maintenance personnel in a training program similar in content and extent to that indicated for this Project, and whose work has resulted in training or education with a record of successful learning performance.
- B. Instructor Qualifications: A factory-authorized service representative, complying with requirements in Section 014000 "Quality Requirements," experienced in operation and maintenance procedures and training.
- C. Preinstruction Conference: Conduct conference at Project site to comply with requirements in Section 013100 "Project Management and Coordination." Review methods and procedures related to demonstration and training.

1.5 COORDINATION

- A. Coordinate instruction schedule with Owner's operations. Adjust schedule as required to minimize disrupting Owner's operations and to ensure availability of Owner's personnel.
- B. Coordinate content of training modules with content of approved emergency, operation, and maintenance manuals. Do not submit instruction program until operation and maintenance data has been reviewed and approved by Architect.

PART 2 - PRODUCTS

2.1 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. Operations manuals.
 - c. Maintenance manuals.
 - d. Project record documents.
 - e. Identification systems.
 - f. Warranties and bonds.
 - g. 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.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Assemble educational materials necessary for instruction, including documentation and training module. Assemble training modules into a training manual organized in coordination with requirements in Section 017823 "Operation and Maintenance Data."

3.2 INSTRUCTION

- A. Facilitator: Engage a qualified facilitator to prepare instruction program and training modules, to coordinate instructors, and to coordinate between Contractor and Owner for number of participants, instruction times, and location.
- B. Engage qualified instructors to instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.
 - 1. Architect will furnish an instructor to describe basis of system design, operational requirements, criteria, and regulatory requirements.
 - 2. Owner will furnish an instructor to describe Owner's operational philosophy.
 - 3. Owner will furnish Contractor with names and positions of participants.
- C. 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, through Architect, with at least seven days' advance notice.
- D. 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.
- E. Evaluation: At conclusion of each training module, assess and document each participant's mastery of module by use of a demonstration performance-based test.

3.3 DEMONSTRATION AND TRAINING VIDEO RECORDINGS

- A. General: Engage a qualified commercial videographer to record demonstration and training video recordings. Record each training module separately. Include classroom instructions and demonstrations, board diagrams, and other visual aids, but not student practice.
 - 1. At beginning of each training module, record each chart containing learning objective and lesson outline.
- B. Video Recording Format: Provide high-quality color video recordings with menu navigation in format acceptable to Architect.
- C. Narration: Describe scenes on video recording by dubbing audio narration off-site after video recording is recorded. Include description of items being viewed.
- D. Preproduced Video Recordings: Provide video recordings used as a component of training modules in same format as recordings of live training.

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END OF SECTION 017900

Elevator Variance Request Application
Michigan Department of Licensing and Regulatory Affairs
Bureau of Construction Codes/Elevator Section
P.O. Box 30255, Lansing, MI 48909
elevsafety@michigan.gov / 517-241-9337
www.michigan.gov/bcc

Application Fee: \$103.00 per device per variance request (non-refundable)

****PLEASE NOTE: A SINGLE FORM MAY INCLUDE MULTIPLE DEVICE REQUESTS IF SEEKING THE SAME VARIANCE FOR EACH, HOWEVER PAYMENT FOR EACH ITEM MUST BE DONE SEPARATELY. ****

Authority: 408.7023a Penalty: Failure to provide the required information may result in the denial of your request	LARA is an equal opportunity employer/program. Auxiliary aids, services, and other reasonable accommodations are available to individuals with disabilities upon request.
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Instructions:

- Request 1 variance per form (multiple devices can be included), additional variances will require additional forms
- Complete the form in its entirety, ensure the Rule or Code under which the variance is sought is specified
- Email the application to elevsafety@michigan.gov and await payment instructions
- Or mail the completed application and supporting documentation to the address listed above.
- And enclose a check payable to the **STATE OF MICHIGAN**

The Bureau of Construction Codes reserves the right to respond to this variance request or submit it to the Elevator Safety Board for action.

APPLICANT INFORMATION			
APPLICANT NAME	TELEPHONE (Include Area Code)		
ADDRESS	CITY	STATE	ZIP CODE
EMAIL	COUNTY		
SIGNATURE 	DATE		
BUILDING/DEVICE INFORMATION			
NAME (Company or Individual)	CONTACT PERSON	TELEPHONE (Include Area Code)	
ADDRESS	CITY	STATE	ZIP CODE
ELEVATOR STATE SERIAL OR PERMIT NUMBER(S)			

Summary of Variance: Code, Rule, Law; provide the Code, Rule or Law under which a variance is sought. Desired Relief; describe the remedy being sought. Basis of Variance; provide a brief statement why the requested remedy should be granted. All items listed must be provided with the application to be considered complete.

SUMMARY OF VARIANCE REQUESTED <input type="checkbox"/> Hardship <input type="checkbox"/> Existing Condition
<p>Provide Copies of the following:</p> <ul style="list-style-type: none"><input type="checkbox"/> Statement of Facts and Reasoning<input type="checkbox"/> Supporting Material (Building Drawings, Code Sections, Rule, Law)<input type="checkbox"/> Copy of Violation Notice, if applicable
CODE SECTION, RULE, LAW
DESIRED RELIEF (State Briefly)
BASIS OF VARIANCE (State Briefly)

For Office Use Only

Date received: _____

Payment Received: Yes No

Approved Approved with Conditions Denied

Approved/Denied by: Craig L. Da Ponte

Date Approved/Denied: _____

Comply violations with the approved variance

SECTION 024119 - SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
1. Demolition and removal of selected portions of building or structure.
 2. Demolition and removal of selected site elements.
 3. Salvage of existing items to be reused or recycled.

1.2 DEFINITIONS

- A. Remove: Detach items from existing construction and legally dispose of them off-site unless indicated to be removed and salvaged or removed and reinstalled.
- B. Remove and Salvage: Carefully detach from existing construction, in a manner to prevent damage, and deliver to Owner ready for reuse.
- C. Remove and Reinstall: Detach items from existing construction, prepare for reuse, and reinstall where indicated.
- D. Existing to Remain: Existing items of construction that are not to be permanently removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

1.3 PREINSTALLATION MEETINGS

- A. Pre-demolition Conference: Conduct conference at Project site.

1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For refrigerant recovery technician.
- B. Pre-demolition Photographs or Video: Submit before Work begins.
- C. Statement of Refrigerant Recovery: Signed by refrigerant recovery technician.

1.5 CLOSEOUT SUBMITTALS

- A. Landfill Records: Indicate receipt and acceptance of hazardous wastes by a landfill facility licensed to accept hazardous wastes.

1.6 QUALITY ASSURANCE

- A. Refrigerant Recovery Technician Qualifications: Certified by an EPA-approved certification program.

1.7 FIELD CONDITIONS

- A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.
- B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
 - 1. Before selective demolition, Owner will remove the following items:
- C. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- D. Hazardous Materials: Hazardous materials are present in buildings and structures to be selectively demolished. A report on the presence of hazardous materials is on file for review and use. Examine report to become aware of locations where hazardous materials are present.
 - 1. Hazardous material remediation is specified elsewhere in the Contract Documents.
 - 2. Do not disturb hazardous materials or items suspected of containing hazardous materials except under procedures specified elsewhere in the Contract Documents.
- E. Storage or sale of removed items or materials on-site is not permitted.
- F. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
 - 1. Maintain fire-protection facilities in service during selective demolition operations.

1.8 WARRANTY

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials so as not to void existing warranties.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective 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. Verify that utilities have been disconnected and capped before starting selective demolition operations.
- B. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.
- C. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Architect.
- D. Perform an engineering survey of condition of building to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of structure or adjacent structures during selective building demolition operations.
- E. Survey of Existing Conditions: Record existing conditions by use of preconstruction photographs.
 - 1. Comply with requirements specified in Section 013233 "Photographic Documentation."

3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.
 - 1. Comply with requirements for existing services/systems interruptions specified in Section 011000 "Summary."
- B. Existing Services/Systems to Be Removed, Relocated, or Abandoned: Locate, identify, disconnect, and seal or cap off indicated utility services and mechanical/electrical systems serving areas to be selectively demolished.
 - 1. Building manager will arrange to shut off indicated services/systems when requested by Contractor.
 - 2. Arrange to shut off indicated utilities with utility companies.
 - 3. If services/systems are required to be removed, relocated, or abandoned, provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.
 - a. Equipment to Be Removed: Disconnect and cap services and remove equipment.
 - b. Equipment to Be Removed and Reinstalled: Disconnect and cap services and remove, clean, and store equipment; when appropriate, reinstall, reconnect, and make equipment operational.
 - c. Equipment to Be Removed and Salvaged: Disconnect and cap services and remove equipment and deliver to Owner.

3.3 PREPARATION

- A. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
 - 1. Comply with requirements for access and protection specified in Section 015000 "Temporary Facilities and Controls."
- B. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
- C. Temporary Shoring: Provide and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.

3.4 SELECTIVE DEMOLITION, GENERAL

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
 - 1. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to remain.
 - 2. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
 - 3. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations.
 - 4. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
 - 5. Dispose of demolished items and materials promptly. Comply with requirements in Section 017419 "Construction Waste Management and Disposal."
- B. Removed and Salvaged Items:
 - 1. Clean salvaged items.
 - 2. Pack or crate items after cleaning. Identify contents of containers.
 - 3. Store items in a secure area until delivery to Owner.
 - 4. Transport items to Owner's storage area designated by Owner.
 - 5. Protect items from damage during transport and storage.
- C. Removed and Reinstalled Items:
 - 1. Clean and repair items to functional condition adequate for intended reuse.

2. Pack or crate items after cleaning and repairing. Identify contents of containers.
3. Protect items from damage during transport and storage.
4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.

D. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition and cleaned and reinstalled in their original locations after selective demolition operations are complete.

3.5 DISPOSAL OF DEMOLISHED MATERIALS

A. General: Except for items or materials indicated to be recycled, reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, remove demolished materials from Project site and legally dispose of them in an EPA-approved landfill.

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.
3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
4. Comply with requirements specified in Section 017419 "Construction Waste Management and Disposal."

B. Burning: Do not burn demolished materials.

C. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

3.6 CLEANING

A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION 024119

DTMB - STATE POLICE HEADQUARTERS
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H+B PROJECT 24316
02/09/2026

SECTION 099123 - INTERIOR PAINTING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes surface preparation and the application of paint systems on interior substrates.
 - 1. Concrete.
 - 2. Concrete masonry units (CMU).
 - 3. Steel.
 - 4. Gypsum board.
 - 5. Plaster.

1.2 DEFINITIONS

- A. Gloss Level 5: 35 to 70 units at 60 degrees, according to ASTM D 523.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product. Include preparation requirements and application instructions.
- B. Samples: For each type of paint system and in each color and gloss of topcoat.
- C. Product List: For each product indicated. Include printout for each product category specified in Part 2, with the proposed product highlighted.

1.4 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials, from the same product run, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Paint: 5 percent, but not less than 1 gal. of each material and color applied.

1.5 QUALITY ASSURANCE

- A. Mockups: Apply mockups of each paint system indicated and each color and finish selected to verify preliminary selections made under Sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.
 - 1. Architect will select one surface to represent surfaces and conditions for application of each paint system specified in Part 3.
 - a. Vertical and Horizontal Surfaces: Provide samples of at least 10 sq. ft.
 - b. Other Items: Architect will designate items or areas required.
 - 2. Final approval of color selections will be based on mockups.
 - a. If preliminary color selections are not approved, apply additional mockups of additional colors selected by Architect at no added cost to Owner.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Products: Subject to compliance with requirements, provide product listed in other Part 2 articles for the paint category indicated.

2.2 PAINT, GENERAL

- A. Provide products that are indicated or that are equal to the ones listed in the Products List."
- B. Material Compatibility:
 - 1. Provide materials for use within each paint system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
 - 2. For each coat in a paint system, provide products recommended in writing by manufacturers of topcoat for use in paint system and on substrate indicated.
- C. VOC Content: Products shall comply with VOC limits of authorities having jurisdiction.
 - 1. Flat Paints and Coatings: 50 g/L.
 - 2. Nonflat Paints and Coatings: 150 g/L.
 - 3. Primers, Sealers, and Undercoaters: 200 g/L.
 - 4. Anticorrosive and Antirust Paints Applied to Ferrous Metals: 250 g/L.
 - 5. Zinc-Rich Industrial Maintenance Primers: 340 g/L.
 - 6. Pretreatment Wash Primers: 420 g/L.
- D. Low-Emitting Materials: Interior paints and coatings shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."
- E. Colors: As selected by Architect from manufacturer's full range.

2.3 PRIMERS/SEALERS

- A. Primer Sealer, Latex, InteriorPro Prime Hi-Hide Drywall Primer/sealer Interior Acrylic 4190 line as manufactured by O'Leary Paint.

2.4 METAL PRIMERS

- A. Primer, Rust-Inhibitive, Direct to metal
 - 1. To be used on bare metal - Pitt-Tech Plus 4020 PF/Devflex 4020 PF as manufactured by PPG Protective Coatings, or approved substitution.

2.5 WATER-BASED PAINTS

- A. Acrylic, Interior, Semi-Gloss, (Gloss Level 5):
 - 1. Duracat Pre-Catalyzed water based epoxy 3543 line as manufactured O'leary Paint
 - 2. Pitt-Tech Plus 4216 HP/Devflex 4216 HP as manufactured by PPG
 - 3. Approved substitution.

2.6 FLOOR COATINGS

- A. Floor Paint Interior, for Concrete Floors.
 - 1. Hydroxy 142 Line as manufactured by O'leary Paint or approved substitution.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.
- B. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:
 - 1. Concrete: 12 percent.
 - 2. Masonry (Clay and CMU): 12 percent.
 - 3. Wood: 15 percent.
 - 4. Gypsum Board: 12 percent.
 - 5. Plaster: 12 percent.
- C. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers.
 - 1. Abrade existing painted surface of glaze or gloss of existing surfaces to be painted as recommended by paint manufacturer. Clean and prep surfaces to assure adhesion of paint
- D. Proceed with coating application only after unsatisfactory conditions have been corrected.
 - 1. Application of coating indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Comply with manufacturer's written instructions and recommendations for applicable to substrates indicated.
- B. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.
 - 1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection if any.

- C. Clean substrates of substances that could impair bond of paints, including dust, dirt, oil, grease, and incompatible paints and encapsulants.
 - 1. Remove incompatible primers and reprime substrate with compatible primers or apply tie coat as required to produce paint systems indicated.

3.3 APPLICATION

- A. Apply paints according to manufacturer's written instructions.
- B. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.

3.4 CLEANING AND PROTECTION

- A. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.
- B. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

3.5 INTERIOR PAINTING SCHEDULE

- A. Concrete Substrates, Nontraffic Surfaces:
 - 1. Acrylic System:
 - a. Intermediate Coat: Acrylic, interior, matching topcoat.
 - b. Topcoat: Acrylic, interior, semi-gloss, (Gloss Level 5)
- B. Concrete Substrates, Traffic Surfaces:
 - 1. Epoxy Floor System:
 - a. Topcoat: Floor paint, acrylic, low gloss (maximum Gloss Level 3)
- C. Existing CMU Substrates:
 - 1. Acrylic System:
 - a. Intermediate Coat: Acrylic, interior, matching topcoat.
 - b. Topcoat: Acrylic, interior, semi-gloss, (Gloss Level 5)[, **MPI #54**].
- D. Gypsum Board or Plaster Substrates:
 - 1. Acrylic System:
 - a. Prime Coat: Primer sealer, acrylic, interior
 - b. Prime Coat: Acrylic, interior, matching topcoat.
 - c. Topcoat: Acrylic, interior, semi-gloss, (Gloss Level 5)

END OF SECTION 099123

SECTION 14 24 01-03 HYDRAULIC PASSENGER AND FREIGHT ELEVATOR MODERNIZATION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes modernization of hydraulic elevators as follows:
 - 1. Four (4) passenger elevator(s), Cars 1-4
 - 2. One (1) freight elevator(s), Car 5
- B. Products Installed but Not Furnished Under This Section:
 - 1. Emergency Voice/Alarm Communication System Provisions.
 - 2. Elevator security devices, control unit, mounting brackets, wiring materials, logic circuits, security system interface terminals, boxes, and relays.

1.2 DEFINITIONS

- A. Technical terms used are defined in the latest edition of the Safety Code for Elevators and Escalators, ASME A17.1. or in this section.
- B. ELEVATOR CONSULTANT or CONSULTANT refers to Lerch Bates Inc. (Lerch Bates).
- C. PROVIDE means “furnish and install.”
- D. MANUFACTURER means either the Original Equipment Manufacturer (OEM) or the principal manufacturer of a component or system.
- E. RETAIN means, unless otherwise specified, the existing equipment is to be left in place with no alterations and no change in the original manufacturer’s designed performance or functionality. Items that are “retained” shall be thoroughly cleaned in place and adjusted to achieve originally designed function.
- F. REFURBISH means, unless otherwise specified, the existing equipment is to be cleaned, repainted, repaired, and parts replaced to put the equipment into a condition to provide the same appearance, performance, and functionality as the equipment provided when it was originally installed. Unless otherwise specified, the scope of replacement of components is limited to those items currently available for purchase as replacement parts from the manufacturer or after-market suppliers approved by the manufacturer.
- G. REUSE means that the Contractor shall carefully remove equipment from the existing installation, avoiding any damage or additional wear. Store in a safe location to maintain equipment in its pre-removal condition. Reinstall and incorporate into the modernized elevator installation using the same procedures and recommendations provided by the manufacturer of the equipment.

- H. CALL BACK means a request from the Owner to the Contractor to provide a technician on site to evaluate an elevator that is out of service or not functioning properly, rectify the root cause of the malfunction, and place the unit back into normal service.
- I. INCLUDES or INCLUDING means including the items specified but not limited solely to those items if additional work or components are required to achieve the specified outcome.
- J. Words in the singular shall include the plural whenever applicable or context so indicates.

1.3 WORK INCLUDED

- A. Provide all labor, engineering, tools, transportation, services, supervision, materials, and equipment necessary for and incidental to satisfactory completion of required work as indicated in Contract Documents.
- B. Provide all required staging, hoisting and movement of new equipment, reused equipment, or removal of existing equipment.
- C. Applicable conditions of Owner's General, Special, and Supplemental Conditions.
- D. Scope of work includes, but is not limited to, the following:
 - 1. Coordination, scheduling, and management of work of component suppliers and subcontractors.
 - 2. Furnish and install equipment as specified, utilizing existing and/or modified hoistways and machine rooms.

1.4 ALTERNATES

- A. Provide material and labor required for complete execution of accepted alternates.
- B. Alternates:
 - 1. Hydraulic Jack Replacements (including cylinder/piston and jack assembly) for all five (5) elevators.
 - a. Single jack in ground application.
 - b. Cylinders:
 - 1) Seamless steel pipe.
 - 2) Design head to receive unit-type packing and provide means to collect oil at cylinder head and return automatically to oil reservoir.
 - c. Plungers:
 - 1) Polished seamless steel tubing or pipe.
 - 2) If plunger length exceeds 24'-0", provide two or more sections not exceeding 16'-0" in length, or coordinate installation of longer unit at the jobsite.
 - 3) Join sections by internal threaded couplings.
 - 4) Multiple section jack units shall be factory polished while assembled and marked.

- 5) Isolate plunger from car frames.
2. Jack Support and Shut-Off Valves:
 - a. New for all cars:
 - 1) Steel pit channels to support jack assembly and transmit loads to building structure.
 - 2) Intermediate stabilizers as required to
 - a) Manual shut off valves in oil lines adjacent to jack units in pit.

1.5 RELATED WORK COORDINATION

A. General:

1. Coordinate the following requirements with the other trades.

B. Cast-in-Place Concrete:

1. Provide other hoistway and pit requirements, including location of sump pits, if variance is not approved.

C. Masonry Penetrations:

1. Provide locations in elevator machine room/hoistway walls where conduit, ropes, etc. shall penetrate walls and slabs.
2. Coordinate installation of sleeves, block outs, inserts, and items that are embedded in concrete or masonry for elevator equipment.
3. Furnish inserts, templates and installation instructions and deliver to Project site in time for installation.

D. Structural Steel:

1. Including, but not limited to, elevator machine rooms, hoistways and pits, sill supports, rail supports.

E. Miscellaneous Steel:

1. Pit ladders, working platforms, inspection platforms, guard rails, divider beams.

F. Electric:

1. Electrical service, outlets, lights, switches in elevator machine rooms and pits.

G. Sprinklers:

1. Including installation of sprinkler systems in the elevator pits or shaft per NFPA 13.

H. HVAC:

1. Provide necessary information to General Contractor and coordinate installation of equipment for elevator machine rooms.

I. Finishes:

1. Fixtures.
- J. Security Equipment:
 1. Coordinate location(s) in elevator machine rooms, elevator lobby, and elevator cabs where cables, conduit, components, etc. for secure access interface equipment must be installed and CCTV where required.
- 1.6 SOURCE QUALITY CONTROL
 - A. Country of Origin: Submit list of all major original equipment manufacturer components identifying origin of each component.
- 1.7 ACTION AND INFORMATIONAL SUBMITTALS
 - A. Within thirty calendar days after award of contract and before beginning equipment fabrication submit field verified existing installation information for review.
 1. Hydraulic Car Information:
 - a. Existing Total Car Weight:
 - 1) Documented on crosshead data tag, all cars.
 - 2) Field Verified: weigh single cars and one car per group of each identical duty type.
 - b. Estimated Gross Load on Jack
 2. Power Confirmation Information: Field verified existing conditions at each elevator main disconnect:
 - a. Actual maximum available voltage and current.
 - b. Verify true earth ground value.
 - B. Within thirty calendar days after award of contract and before beginning equipment fabrication submit planned modernization design information, shop drawings, and required material samples for review. Allow thirty calendar days for response to initial submittal.
 - C. Indicate equipment lists, reactions, and design information on layouts, including:
 - a. Car:
 - 1) Total car weight to be included on new crosshead data tag.
 - 2) Written confirmation that designed modernization total combined weight of car and rated load:
 - a) Does not vary by more than 5% from that of the original installation.
 - 3) Verify buffer capacity via data tags or known manufacturing data.
 2. Power Confirmation Information: Design for existing conditions.
 - a. Motor horsepower and code letter designation.
 - b. Motor starter in-rush current, full load running current, and demand factor.
 - c. Engineered power consumption based on hydraulic elevator with 80 upstarts per hour full load.

- d. Written confirmation that existing electrical provisions are adequate for post modernization installation equipment requirements.
 3. Written confirmation that total planned modernization reactions on building structure do not exceed originally designed reactions by more than 5%. If installation has been altered previously and original car top data tag is missing, confirm that new reactions will not exceed existing reactions. Reaction calculations shall include:
 - a. Gross Load on Jack
 - b. Traveling Cables
 - c. Total Car Weight
 - d. Car Capacity
 4. Product Data, Including:
 - a. Capacities, sizes, performances, operation, control, signal systems operations, safety features, finishes, and similar information.
 - b. Product data for car enclosures and hoistway entrances.
 - c. Product data for signal fixtures, lights, graphics, tactile marking plates, and details of mounting.
 - d. Full details of ascending car protection means and installation.
 - e. Two-way conversation devices.
 - f. Post-modernization machine room heat emissions in BTU.
- D. Shop Drawings:
1. Fully Dimensioned Fixture Drawings:
 - a. Car operating panels.
 - b. Car floor indicators.
 - c. Hall stations.
 - d. Destination/landing input stations.
 - e. Position indicators.
 - f. Hall lanterns.
 - g. Access key switch.
 - h. Remote panels.
 - i. Firefighter's control panel.
 - j. Emergency power selector switches.
- E. Samples for Initial Selection: For finishes involving surface treatment or paint.
- F. Samples for Verification:
1. For exposed car, hoistway door and frame, and signal equipment finishes.
 2. Samples of Sheet Materials: 3" (75 mm) square.
 3. Running Trim Members: 4" (100 mm) lengths.
 4. Include full component samples, if requested:
 - a. Signal fixtures.
 - b. Lighting.
 - c. Graphics.
 - d. Braille plates.

- G. Written Maintenance Control Program (MCP) specifically designed for the equipment included under this contract.
 - 1. Include any unique or product specific procedures or methods required to inspect or test the equipment.
 - 2. Identify weekly, bi-weekly, monthly, quarterly, and annual maintenance procedures, including statutory and other required equipment tests.
- H. Submittal review shall not be construed as an indication that submittal is correct or suitable or that the work represented by submittal complies with the Contract Documents. Compliance with Contract Documents, Code requirements, dimensions, fit, and interface with other work is Contractor's responsibility.
- I. Acknowledge and/or respond to review comments within fourteen calendar days of return.
 - 1. Promptly incorporate required changes due to inaccurate data or incomplete definition so that delivery and installation schedules are not affected.
 - 2. Identify and cloud drawing revisions including Contractor elective revisions on each re-submittal.
- J. Contractor's revision response time is not justification for equipment delivery or installation delay.

1.2 CLOSEOUT SUBMITTALS

- K. Manufacturer's Warranty:
 - 1. Provide documentation of Manufacturer's Warranty in compliance with Contract Documents.
- L. Owner's Information:
 - 1. Provide electronic copies (flash drive or Consultant-approved equivalent) of written information necessary for proper maintenance and adjustment of equipment within 30 days following final acceptance. Final retention will be withheld until data is received and reviewed by Consultant. Include the following as minimums:
 - a. Straight-line wiring diagrams of "as-installed" elevator circuits with index of location and function of components. Provide one set reproducible master. Mount one set wiring diagrams on panels, racked, or similarly protected, in elevator machine room. Provide remaining set rolled and in a protective drawing tube. Maintain all drawing sets with addition of all subsequent changes. These diagrams are Owner's property.
 - b. Written Maintenance Control Program (MCP) specifically designed for the equipment included under this contract. Include any unique or product-specific procedures or methods required to inspect or test the equipment. In addition, identify weekly, bi-weekly, monthly, quarterly, and annual maintenance procedures, including statutory and other required equipment tests.
 - c. Lubrication instructions, including recommended grade of lubricants.
 - d. Parts catalogs for all replaceable parts, including ordering forms and instructions.

- e. Instructions explaining all operating features, including all apparatus in the car and lobby control panels.
- f. Maintenance Control Program documentation for all equipment.

M. Provide Owner with the following:

- 1. Any interface cards required for equipment maintenance, code mandated testing, and troubleshooting.
- 2. Four sets of keys for all switches and control features properly tagged and marked.
- 3. Diagnostic equipment complete with access codes, adjusters' manuals, and set-up manuals for adjustment, diagnosis, and troubleshooting of elevator system, and performance of routine safety tests.

1.8 PERMITS, TESTS, AND CERTIFICATES

A. Permits:

- 1. Secure and pay for all permits required for Work to be performed, including but not limited to:
- 2. Municipal and State permits.
- 3. Device or equipment removal permits.
- 4. Hot works permits.
- 5. Confined space access permits.
- 6. Post, maintain, and renew all permits in compliance with local governmental requirements.
- 7. Obtain final close-out of all required permits.
- 8. Tests and Inspections: Schedule with the AHJ and perform tests required by Governing Authority in accordance with procedure described in ASME A17.2 Guide for Inspection of Elevators, Escalators, and Moving Walks in the presence of Authorized Representative of the AHJ.

B. Certificates: Obtain, pay for, and deliver to Purchaser with all temporary and final inspection certificates provided by proper governing authorities.

C. Violations: Resolve any outstanding violations on record with the AHJ on devices being removed prior to final acceptance by the Purchaser.

1.9 QUALITY ASSURANCE

A. Compliance with Regulatory Agencies: Comply with most stringent applicable provisions of currently enforced codes, laws, and/or authorities, including revisions and changes in effect including, but not limited to:

- 1. American Society of Mechanical Engineers:
 - a. ASME A17.1, Safety Code for Elevators, Escalators, and Moving Walks.
 - b. ASME A17.2, Guide for Inspection of Elevators, Escalators, and Moving Walks.
 - c. ASME A17.5, Elevator and Escalator Electrical Equipment.
 - d. ASME A17.6, Standard for Elevator Suspension, Compensation, and Governor Systems.

- e. ASME A17.7, Performance Based Safety Code for Elevators, Escalators, and Moving Walks.
 2. National Fire Protection Association (NFPA):
 - a. NFPA 70, National Electric Code.
 - b. NFPA 80, Fire Doors and Windows.
 - c. NFPA 101, Life Safety Code.
 - d. NFPA 13, Installation of Sprinkler Systems.
 3. International Building Code (IBC).
 4. Accessibility:
 - a. American National Standard Institute (ANSI): A117.1, Accessible and Usable Buildings and Facilities.
 - b. Uniform Federal Accessibility Standards (UFAS).
 - c. ADAAG, Americans with Disabilities Act Accessibility Guidelines.
 - d. State of Michigan AHJ.
 5. Local Codes:
 - a. State of Michigan Administrative Rules and Elevator Rules.
- B. Inspections: Provide access to areas where work is being performed for the Consultant at any time throughout the project.

1.10 MAINTENANCE

A. Interim Maintenance

1. Furnish preventive maintenance service on elevators described herein for a period from mobilization, verbal or written, until each unit is removed from building service for modernization. In addition, furnish interim preventive maintenance on completed units until the modernization of each group of elevators is complete and one-year warranty maintenance, defined below, is commenced. Perform interim maintenance based upon terms and conditions of Owner's existing maintenance agreement.
2. Prior to the removal of any car from service, the consolidated call back service for all cars in the specific group shall be no more than three calls per month. Contractor will be responsible for providing preventative maintenance to achieve this requirement.
3. If callback activity exceeds three callbacks per unit per month at any time when cars are off-line, all maintenance must be completed on OT until callback rate is less than three/unit/month.
4. Use competent personnel, acceptable to Owner, employed and supervised by the Elevator Contractor.

B. WARRANTY MAINTENANCE

1. Provide preventive maintenance and 24-hour emergency callback service for one year commencing on date of final acceptance of all modernized elevators by Owner. Warranty maintenance should expire concurrently for all elevators. Systematically examine, adjust, clean, and lubricate all equipment. Repair or replace defective parts using parts produced

- by the Contractor of installed equipment. Maintain elevator machine room, hoistway, and pit in clean condition.
2. Use competent personnel, acceptable to the Owner, supervised and employed by Contractor.
 3. Warranty maintenance to be performed per the terms of Owner's existing maintenance agreement.

1.11 DELIVERY AND STORAGE

- A. The protection of all equipment and exposed finishes shall be the responsibility of the Elevator Contractor during delivery, handling, and installation until completion of the project.
- B. The Elevator Contractor shall replace damaged materials with new at no additional cost for material and labor to Owner.
- C. Manufacturers' original packing must adequately protect materials during delivery.
- D. Deliver materials to the site ready for use in the accepted manufacturer's original and unopened containers and packaging, bearing labels as to type of material, brand name, and manufacturer's name. Delivered materials shall be identical to accepted samples.
- E. Store materials in original protective packaging under cover in a dry and clean location off the ground. Remove delivered materials that are damaged or otherwise not suitable for installation from the job site and replace with acceptable materials.
- F. It is the responsibility of the Contractor to properly store and protect all materials in space provided or designated by the Owner against damage, stains, scratches, corrosion, weather, construction debris, and environmental conditions.

PART 2 - PRODUCTS

2.1 MANUFACTURERS AND PRODUCTS

- A. Approved Elevator Systems:
 1. Approved subject to compliance with the requirements of the contract, provide products by one or more of the following Principal Manufacturers. Where specific product models are referenced below only those specific product models or types are approved.
 - a. Otis
 - b. Schindler
 - c. TK Elevator
 - d. Canton Elevator
 - e. MEI – Total Elevator Solutions
- B. Approved Elevator Components: In addition to products manufactured by the Principal Manufacturers specified above, the following Manufacturers are approved for the specific components listed below, subject to the requirements of the contract:

1. Controllers:
 - a. GAL.
 - b. MCE.
 - c. Smart Rise.
2. Hydraulic Machines (Power Units):
 - a. EECO
 - b. Maxton
 - c. IMO
3. Hydraulic Jack Assemblies:
 - a. EECO
 - b. Bore-Max (Vantage)
4. Passenger Elevator Door Equipment (Operators, Tracks, Hangers, and Closers):
 - a. GAL.
 - b. Wittur.
5. Car and Hall Signal Fixtures:
 - a. EPCO.
 - b. Innovation.
 - c. MAD Fixtures.
6. Two-Way Audio Communication Device:
 - a. Janus/Rath
 - b. Wurtec
7. Door Edge Detector with Approaching Object Detection:
 - a. CEDES
 - b. Janus

2.2 MATERIALS

A. Steel:

1. Sheet Steel (Furniture Steel for Exposed Work): Stretcher-leveled, cold-rolled, commercial quality carbon steel, complying with ASTM A366, matte finish.
2. Sheet Steel (for Unexposed Work): Hot-rolled, commercial quality carbon steel, pickled and oiled, complying with ASTM A568/A568M-03.
3. Structural Steel Shapes and Plates: ASTM A36.

B. Stainless Steel: Type 302 or 304 complying with ASTM A240, with standard tempers and hardness required for fabrication, strength, and durability. Apply mechanical finish on fabricated work in the locations shown or specified, Federal Standard and NAAMM nomenclature, with texture and reflectivity required to match Architect's sample. Protect with adhesive paper covering.

1. No. 4 Satin: Directional polish finish. Graining directions as shown or, if not shown, in vertical dimension.
 2. No. 8 Mirror: Reflective polish finish with no visible graining.
 3. Textured: 5WL as manufactured by Rigidized Metals or 5-SM as manufactured by Rimex Metals or approved equal with .050" mean pattern depth with bright directional polish (satin finish).
 4. Burnished: Non-directional, random abrasion pattern.
- C. Bronze: Stretcher-leveled, re-squared sheets composed of 60% copper and 40% zinc similar to Muntz Metal, Alloy Group 2, with standard temper and hardness required for fabrication, strength, and durability. Clean and treat bronze surfaces before mechanical finish. After completion of the final mechanical finish on the fabricated work, use a chemical cleaner to produce finish, Federal Standard, and NAAMM nomenclature, matching Architect's sample:
1. No. 4 Satin: Directional polish finish, fine-satin, clear-coated with clear-organic coating recommended by Fabricator. Provide graining direction as shown or, if not shown, in vertical dimension.
 2. No. 8 Mirror: Reflective polish finish with no visible graining, bright-polished, clear-coated finish with clear-organic lacquer coating recommended by Fabricator.
 3. Acid-Etched Pattern: Provide a No. 8 mirror reflective-polished background with selectively acid-etched, matte-textured, custom pattern as shown. Acid selection and dilution, if required, as recommended by Fabricator. After final finishing, coat bronze with clear-organic lacquer coating recommended by Fabricator.
- D. Aluminum: Extrusions per ASTM B221; sheet and plate per ASTM B209.
- E. Plastic Laminate: ASTM E84 Class A and NEMA LD3.1, Fire-Rated Grade (GP-50), Type 7, 0.050" ±.005" thick, color and texture as follows:
1. Exposed Surfaces: Color and texture selected by Architect.
 2. Concealed Surfaces: Contractor's standard color and finish.
- F. Fire-Retardant Treated Particle Board Panels: Minimum 3/4" thick backup for natural finished wood and plastic laminate veneered panels, edged and faced as shown, provided with suitable anti-warp backing; meet ASTM E84 Class "I" rating with a flame-spread rating of 25 or less, registered with Local Authorities for elevator finish materials.
- G. Natural Finish Wood Veneer: Standard thickness, 1/40" thoroughly dried conforming to ASME/HPMA HP-1983, Premium Grade. Place veneer, tapeless spliced with grain running in direction shown, belt and polish sanded, book-matched. Species and finish designated and approved by Architect.
- H. Paint: Clean exposed metal parts and assemblies of oil, grease, scale, and other foreign matter and factory paint one shop coat of standard rust-resistant primer. After erection, provide one finish coat of industrial enamel paint. Galvanized metal need not be painted.
- I. Prime Finish: Clean all metal surfaces receiving a baked enamel paint finish of oil, grease, and scale. Apply one coat of rust-resistant primer followed by a filler coat over uneven surfaces. Sand smooth and apply final coat of primer.

- J. Baked Enamel Finish: Prime finish per above. Unless specified “prime finish” only, apply and bake three additional coats of enamel in the selected solid color.
- K. Entrance Field Paint:
 - 1. Clean all surfaces to remove dirt and grease.
 - 2. Sand and finish surfaces as necessary to remove pits and scratches and prepare surface for painting.
 - 3. Apply filler to ensure smooth surface; sand and apply one coat of electrostatic enamel in the selected solid color.
- L. Refinishing of natural metals: Remove existing protective finish. Buff as necessary to remove scratches. Re-grain or finish as specified and protect as indicated for particular metal type.
- M. Entrance Support Equipment within Hoistway: Include strut angles, headers, sill support angles, fascia, hanger covers, etc.
 - 1. Clean, remove, and check for corrosive activity. Replace components which exhibit severe deterioration.
 - 2. Tighten all fastenings.
- N. Glass: Laminated safety glass, minimum 9/16" thick, conforming to ANSI Z97.1 and CPSC 16 CFR Part 1201.

PART 3 - PERFORMANCE AND OPERATION

3.1 PERFORMANCE REQUIREMENTS

- A. Car Speed: Allowable variance from contract speed of no more than +/- 10% in the up direction and +10%/-20% in the down direction.
- A. Car Capacity: Safely lower, stop, and hold rated load.
- B. Car Stopping Zone: $\pm 3/8$ " under any loading condition.
- C. Door Times: Seconds from start to fully open or fully closed:
 - 1. Cars 1-4: Door Open: 2.1 seconds. Door Close: 2.4 seconds.
 - 2. Freight Car: Door Open: 4.7 seconds. Door Close: 6.6 seconds.
- D. Car Floor-to-Floor Performance Time: Seconds from start of doors closing until doors are 3/4 open for center-opening doors or 1/2 open for side-opening doors, and car is level and stopped at next successive floor under any loading condition or travel direction:
 - 1. Cars 1-4: 12.0 seconds. Floor Height: 10 feet between floors 1 and 4.
 - 2. Freight Car: 24.0 seconds. Floor Height: 10 feet between floors 1 and 4.
- E. Noise and Vibration Control:
 - 1. Airborne Noise:

- a. Measured noise level of elevator equipment and its operation shall not exceed 55dBA inside car under any condition including door operation and car ventilation exhaust blower on its highest speed.
 - b. Limit noise level in the machine room and control space relating to elevator equipment and its operation to no more than 80 dBA.
 - c. All dBA readings to be taken 3'-0" off the floor and 3'-0" from the equipment using the "A" weighted scale.
2. Vibration Control: Mechanically isolate all new elevator equipment from the building structure and other components. Minimize objectionable noise and transmission of vibrations to occupied areas of the building.

3.2 ELEVATOR OPERATION REQUIREMENTS

A. General:

1. Cars automatically slow down and stop level at floors in response to car and landing calls with stops made in sequence in the established direction of travel, regardless of order in which buttons are pressed.
2. Landing calls are canceled when the assigned car arrives at the landing.
3. Automatic Dispatch Failure: Provide auxiliary dispatch system to automatically dispatch elevators in the event of failure of the primary control system.
4. Hall Call Button Failure: Should failure of hall call button system occur, initiate operation providing predetermined service to all landings; elevators respond normally to car calls.
5. Automatic Leveling:
 - a. When arriving at a floor cars level to within 1/8" above or below the landing sill prior to opening doors, without travelling past the landing during leveling
 - b. Maintain leveling accuracy regardless of carload, direction of travel, rope slippage or stretch.

B. Door Operation:

1. Passenger Elevators:
 - a. Automatically open doors when car arrives at a floor.
 - b. Stop and reopen doors or hold doors in open position upon activation of "door open" button.
 - c. At expiration of normal dwell time, or upon activation of "door close" button, close doors:
 - 1) Prevent doors from closing and reverse doors at normal opening speed if door reopening device beams are obstructed while doors are closing, except during nudging operation.
 - 2) In event of door reopening device failure, provide for automatic shutdown of car at floor level with doors open.
 - 3) Close cycle does not begin upon activation of "door close" button until normal door dwell time for a car or hall call has expired, except firefighters' operation.
 - d. Nudging Operation:

- 1) After beams of door reopening device are obstructed for a predetermined time interval (minimum 20.0-25.0 seconds), sound warning signal, and attempt to close doors with maximum of 2.5 foot-pounds kinetic energy.
 - 2) Activation of the door open button overrides nudging operation and reopens doors.
 - e. Interrupted Beam Time:
 - 3) When beams are interrupted during initial door opening, hold door open a minimum of 3.0 seconds.
 - 4) When beams are interrupted after the initial 3.0 second hold open time, reduce time doors remain open to an adjustable time of approximately 1.0 1.5 seconds after beams are reestablished.
 - f. Differential Door Time:
 - 5) Field adjustable time that doors remain open after stopping in response to calls.
 - 6) Car Call: Hold open time adjustable between 3.0 and 5.0 seconds.
 - 7) Hall Call: Hold open time adjustable between 5.0 and 8.0 seconds.
 - g. Use hall call time when car responds to coincidental calls.
 - h. Reopen doors when car is designated for loading.
- C. Independent Service:
1. When feature is activated from within the car allow control of car only from buttons and controls inside the car.
 2. Close doors by constant pressure on desired destination floor button or door close button.
- D. Load Weighing:
1. Provide cars with adjustable cable tension monitoring load weighing device.
 2. Devices are to be self-calibrating for the time-dependent effects of compression in any resilient materials in the assemblies, transducers, etc.
 3. Provide dispatching at main floor in advance of normal intervals when car fills to capacity.
 4. Provide hall call by-pass when car is filled to a field adjustable (10%-100%) range of percentage of rated capacity and traveling in down direction.
 5. Activate voice message and visual overload signaling device inside elevator cab activated when load weighing device senses carload has reached or exceeded a pre-determined percentage of capacity.
 6. Elevator does not close doors or run when Overload signaling device is active.
- E. Selective Collective Operation, Single Car, Car 5 (Freight):
1. Elevators operate via momentary pressure buttons to:
 - a. Place hall call by selecting direction of travel at each hall landing (up and down buttons at each intermediate landing, single buttons at each terminal landing).
 - b. Place car call by selecting destination floor from inside the car (individual buttons for each floor served).
 2. Hall calls, other than calls placed at the landing at which car is standing, start car, and cause the car to stop at first landing for which a call is registered in the direction of travel.

3. Stops are made in order in which landings are reached, irrespective of sequence in which calls are registered.
 4. Parked Car (No Demand):
 - a. When feature is enabled elevator remains at landing of last assignment (if no further demand) with doors closed, for a predetermined amount of time (programmable for any amount of time). Upon expiration of time, the elevator returns to the main egress landing with the doors closed.
 - b. If feature is disabled, if no further demand, the elevator remains at landing of last assignment with the doors closed until a hall call is registered.
 5. Car and Hall Lanterns:
 - a. Lanterns provide audio and visual signal upon each stop, regardless of responding to car or hall call.
 - b. Visual signal remains active from commencement of door opening until doors are completely closed.
- F. Selective Collective Operation, Four-Car Group, Cars 1-4:
1. Elevators operate via momentary pressure buttons to:
 - a. place hall call by selecting direction of travel at each hall landing (up and down buttons at each intermediate landing, single buttons at each terminal landing).
 - b. place car call by selecting destination floor from inside the car (individual buttons for each floor served).
 2. Hall calls, other than calls placed at the landing at which car is standing, start car and cause the car to stop at first landing for which a call is registered in the direction of travel.
 3. Car calls cause the car to stop at the floors registered in the order the car arrives at each selected floor in its current direction of travel.
 4. Free Car:
 - a. When there are no calls in the system, one car is automatically dispatched to the elevator discharge level (home car), park other car (free car) at its last stop above elevator discharge level.
 - b. An idle free car answers call above or below it, except calls at main or Basement landings (where applicable).
 - c. When free car travels to main landing in response to a car call, it becomes home car and former home car travels to a middle floor above main landing and becomes the free car.
 - d. When free car is responding to calls, home car shall respond to the following:
 - 1) Up calls below UP traveling free car.
 - 2) All Up and Down calls behind DOWN traveling free car.
 - 3) Any hall calls registered when free car is delayed in its normal operation for a predetermined period.
 - e. When both cars are responding to registered car and hall calls, the first car to complete its calls becomes the assigned home car, and is dispatched automatically to the Main Landing.
 - f. Only one car responds to each hall call.

5. If either car is removed from service, the other car responds to all registered hall calls and its own car calls.
 6. Car and Hall Lanterns:
 - a. Lanterns provide audio and visual signal upon each stop, regardless of responding to car or hall call.
 - b. Visual signal remains active from commencement of door opening until doors are completely closed.
- G. Restricted Floor Operation (Security), Freight Elevator:
1. Activated and deactivated for each elevator:
 - a. At elevator control system:
 - 1) Manually by elevator personnel.
 - 2) Remotely via access control system.
 2. Restrict elevator service to specific building floors when feature is active.
 3. Allow registration of a car call to one or more secure floors upon receipt of authorization signal at the elevator control system.
 4. Authorization signal is initiated by:
 - a. Card reader activation
 5. Car will not be assigned to respond to any subsequent hall or car calls until it reaches the secure floor and car doors open and fully close.
 6. Operation of the following features override security system:
 - a. Firefighters' Emergency Operation.
 - b. Independent Service.
 - c. Attendant Operation.
 7. Actuate hall lantern each time car arrives at main lobby during secure mode operation.
 8. Warning light and/or signal in group control panel activates to indicate an attempt to register unauthorized destinations or to open car doors when car is moving or parked at a secured floor. Reset switch or button cancels the warning light and signal.
- H. Battery Rescue Operation:
2. Upon loss of normal power automatically lower or raise the car to the nearest landing depending on the load in the car.
 3. Upon arrival at the landing, the elevator doors shall open automatically and remain open until regular door time has expired; the elevator shall then be removed from service.
 4. Upon restoration of normal power, the elevator shall automatically resume normal operation.
- B. Firefighters' Emergency Operation: Provide equipment and operation in accordance with applicable code requirements. Replace all Firefighters Emergency Operation key switches that control non-modernized elevators in this building to match modernized elevators when first car in group is returned to service.
- I. Battery Backup Operation for Emergency Lighting, Communication, and Alarm:

1. Car mounted battery unit with solid-state charger to operate alarm bell, car emergency lighting, and voice communication system.
 2. Car lighting and communication shall be provided with a minimum of 4 hours of operation on back-up power during a loss of normal power, and a minimum of 1 hour of operation for car-mounted alarm, and any remote alarm mounted at the designated floor level.
 3. Battery to be rechargeable with minimum five-year life expectancy.
 4. Provide constant pressure test button in service compartment of car operating panel.
 5. Provide lighting integral with portion of normal car lighting system.
- J. Emergency Car Communication System Operation:
1. Comply with all requirements of current State of Michigan code.
 2. Hands-Free Phone System:
 - a. In Car System:
 - 1) Hands-free two-way audio communication system in each elevator car.
 - 2) Automatic dialer to include automatic rollover capability if call is not answered with minimum two numbers.
 - 3) Intercom type systems shall be capable of auto dialing out of the building to any active telephone number selected by Owner if intercom call is not answered.
 - 4) Means to identify building and car for Authorized Personnel and Emergency Personnel on demand.
 - 5) Activated by button in car identified with "PHONE" symbol or by external telephone call.
 - 6) Adjacent light jewel illuminates and flashes when call is acknowledged.
 3. Authorized Personnel Communication:
 - a. Communication system allows authorized personnel, via phone or intercom system, inside the building or at an outside location, to establish verbal communications with each elevator individually.
- K. Pushbutton Crossover Network, Cars 1 - 4:
1. Provide an interim crossover network to interface new and old group supervisory systems for cross cancellation of registered car and hall calls until modernization of individual group is complete.
 2. System immediately assigns hall calls to both existing and modernized elevators and cancels call from both systems when either system cancels the call.
 3. Cross cancellation systems which assign calls to existing and modernized cars sequentially are not acceptable.

PART 4 - ELEVATOR ALTERATIONS

4.1 Hydraulic passenger and freight Elevators:

A. Passenger cars

ALTERATION SUMMARY		
CARS 1-4	EXISTING INSTALLATION	MODERNIZED INSTALLATION
Capacity:	3000 lbs.	No Change
Class of Loading:	Class A	No Change
Duty Type:	Passenger	No Change
Contract Speed:	125 fpm	No Change
Hydraulic Jack Type:	In Ground	No Change
Machine Type:	Submersible Power Unit	No Change
Machine Location:	Remote at floor 4	No Change
Operation Control:	Two-Button Selective Collective Two Car Group	Two-Button, Selective Collective Four Car Group
Floors Served:	[1, 2, 3] Front	No Change
Total Entrances:	3 Front	No Change
Car Entrance Type:	Single Speed Center Opening (SSCO) Front	No Change
Hoistway Entrance Type:	Single Speed Center Opening (SSCO) Front	No Change
Entrance Size:	42" Wide x 84" (7'-0") High	No Change
Minimum Clear to Underside of Canopy:	8'-0" High	No Change

B. Freight Car

ALTERATION SUMMARY		
CAR 5	EXISTING INSTALLATION	MODERNIZED INSTALLATION
Capacity:	10000 lbs.	No Change
Class of Loading:	Class C3	No Change
Duty Type:	Freight	No Change
Contract Speed:	50 fpm	No Change
Hydraulic Jack Type:	In Ground	No Change
Machine Type:	Dry Type Power Unit	No Change
Machine Location:	Remote at floor 4	No Change
Operation Control:	Single Automatic	Two-Button Selective Collective
Floors Served:	[1, 2, 3, 4] Front	No Change
Total Entrances:	4 Front	No Change
Car Entrance Type:	Two Speed Side Opening (2SSO) Front	No Change
Hoistway Entrance Type:	Two Speed Side Opening (2SSO) Front	No Change
Entrance Size:	72" Wide x 96" (8'-0") High	No Change

ALTERATION SUMMARY		
CAR 5	EXISTING INSTALLATION	MODERNIZED INSTALLATION
Minimum Clear to Underside of Canopy:	9'-0" High	No Change

4.2 MACHINE ROOM EQUIPMENT

- A. Provide and arrange equipment in existing machine room spaces.
- B. Identification: Permanently identify (painted on or securely attached) machine room equipment with minimum 3" characters corresponding to elevator identification.
 - 1. Driving machine (Power Unit).
 - 2. Transformer, choke/filter.
 - 3. Controller.
 - 4. Main line disconnect switch.
 - 5. Elevator hoistway pit equipment.
- C. Hydraulic Machine (Power Unit):
 - 1. New for all cars:
 - a. Assembled unit mounted on isolating pads consisting of:
 - 1) Dry or submersible type positive displacement pump and induction motor.
 - 2) Dry type only with motors exceeding 50 hp.
 - 3) Master-type control valves combining:
 - 4) Safety features.
 - 5) Holding, direction, bypass, stopping, manual lowering functions.
 - 6) Shut off valve.
 - 7) Oil reservoir with protected vent opening.
 - 8) Oil level gauge.
 - 9) Outlet strainer.
 - 10) Drip pan.
 - 11) Muffler.
 - b. Enclose dry type units below oil reservoir with removable sheet steel panels lined with sound-absorbing material for applications with motors exceeding 40 hp.
- D. Motor Starter:
 - 1. Soft start type unit including:
 - a. Integral electronic overload protection.
 - b. Integral bypass.
- E. Muffler:
 - 1. In discharge oil line near pump unit.
 - 2. Design shall dampen and absorb pulsation and noise in the flow of hydraulic fluid.

- F. Piping and Oil:
1. All piping, connections and oil required for the elevator system.
 2. Buried piping shall be secondarily contained with watertight Schedule 80 PVC sleeves between elevator machine room and pit.
 3. A minimum of two sound isolation couplings shall be provided between the pump unit and oil line and the oil line and jack unit.
 4. Provide 2-90° joints to reduce vibration and create wave diffraction.
 5. Provide isolated pipe stands or hangers.
- G. Shut-Off Valve:
1. Oil line shut off valve in the machine room or accessible from outside the hoistway.
 2. Second valve in pit adjacent to jack unit.
- H. Battery Rescue System:
1. Auxiliary power source shall be provided via 12-volt D.C. battery units installed in machine room or controller space.
 2. Include solid-state charger and testing means mounted in a common metal container.
 3. Battery to be rechargeable lead acid or nickel cadmium with a ten-year life expectancy.
- I. Controller: UL/CSA labeled:
1. Compartment:
 - a. Securely mount all assemblies, power supplies, chassis switches, relays, etc., on a substantial, self-supporting steel frame.
 - b. Completely enclose equipment with covers. Provide means to prevent overheating.
 2. Relay Design:
 - a. Magnet operated with contacts of design and material to insure maximum conductivity, long life, and reliable operation without overheating or excessive wear.
 - b. Provide wiping action and means to prevent sticking due to fusion.
 - c. Contacts carrying high inductive currents shall be provided with arc deflectors or suppressors.
 3. Microprocessor-Related Hardware:
 - a. Provide built-in noise suppression devices providing a high level of noise immunity on all solid-state hardware and devices.
 - b. Provide power supplies with noise suppression devices.
 - c. Isolate inputs from external devices (such as pushbuttons) with opto-isolation modules.
 - d. Design control circuits with one leg of power supply grounded.
 - e. Safety circuits are not to be affected by accidental grounding of any part of the system.
 - f. System automatically restarts when power is restored.
 - g. System memory is retained in the event of power failure or disturbance.
 - h. Equipment is provided with Electro Magnetic Interference (EMI) shielding within FCC guidelines.

1. Wiring:
 - i. CSA labeled copper for factory wiring.
 - j. Neatly route all wiring interconnections and securely attach wiring connections to studs or terminals.
 2. Permanently mark components (relays, fuses, PC boards, etc.) with symbols shown on wiring diagrams.
- J. Auxiliary disconnect: Provide controller or power unit mounted auxiliary, lockable “open,” disconnect if mainline disconnect is not in sight of controller and/or machine.

4.3 HOISTWAY AND PIT EQUIPMENT

- A. Provide and arrange equipment in existing hoistway spaces.
- B. Hydraulic Jack Assembly:
 1. Retain:
 - a. Replace all packings.
 2. Refer to Alternates for Jack Assembly replacement with new jack assembly.
- C. Guide Rails:
 1. Retain:
 - a. Clean rails and brackets.
 - b. Remove rust.
 - c. Repaint non-machined surfaces.
 - d. Check and tighten all rail and bracket fastenings.
- D. Buffers, Car:
 1. New:
 - a. Spring type with blocking and support channels.
 - b. Provide sign in pit indicating designed counterweight runby.
- C. Access Ladders and Platforms: Provide permanent buffer and car safety access ladders and platforms if required to comply with Code requirements.
- E. Terminal Stopping Devices:
 1. New:
 - a. Normal and final devices.
- F. Electrical Wiring and Wiring Connections:
 1. Conductors and Connections:
 - a. Copper throughout with individual wires coded and connections on identified studs or terminal blocks.

- b. Use no splices or similar connections in wiring except at terminal blocks, control compartments, or junction boxes.
2. Conduit:
 - a. Galvanized steel conduit, EMT, or duct.
 - b. Flexible conduit length not to exceed 3'-0".
3. Traveling Cables:
 - a. Provide 12 twisted shielded pairs in addition to wires needed to connect specified items and code required spares.
 - b. Tag spares in machine room.
 - c. Provide cables from controller to car top.
4. Auxiliary Wiring:
 - a. Provide conduit, wiring, connections, and machine room demarcation junction boxes for:
 - 1) Fire alarm initiating devices.
 - 2) Emergency two-way communication system.
 - 3) Security video camera.
 - 4) Security system and card reader interface terminals and relays.

4.4 HOISTWAY DOOR OPERATING EQUIPMENT

- A. Horizontal Sliding Passenger and Freight Entrances:
 1. Door Hangers, Hoistway:
 - a. New:
 - 1) Two-point suspension design.
 - 2) New rollers with neoprene roller surface.
 - 3) Eccentric upthrust roller adjustment.
 2. Door Tracks, Hoistway:
 - a. New:
 - 1) Bar or formed with smooth roller contact surface.
 - 2) Constructed of cold drawn steel.
 3. Hoistway Door Interlocks and Pick-up Roller Assemblies:
 - a. New.
 4. Hoistway Door Closers:
 - a. New:
 - 1) Spring activated spirator type.
 5. Hoistway Door Unlocking Devices:
 - a. New:
 - 1) Include all drilling and ACM containment on existing door panels.
 - 2) Unlocking device including new escutcheon at all floors.

6. Hoistway Access Switches:

a. New:

- 1) Top and bottom floors.
- 2) Mount in wall located within easy reach of entrance to allow safe car top access by one person.
- 3) Provide switch with faceplate.

B. Floor Numbers: Stencil paint 4" high floor designations in contrasting color on inside face of hoistway doors or hoistway fascia in location visible from within car.

4.5 HOISTWAY ENTRANCE FRAMES AND DOOR PANELS

A. Provide and arrange equipment in same location as existing entrances.

B. Passenger and Freight Elevator Entrance Frames:

1. Retain:

- a. Apply a coat of paint to match existing colorway. Owner to provide color preference if color is to change.
- b. Arabic floor designation/tactile marking plates:
 - 1) Centered at 60" above finished floor.
 - 2) Located on both side jambs of all entrances.
 - 3) Minimum 4" high.
 - 4) Tactile marking indications shall be below Arabic floor designation.
 - 5) Permanently fastened.
 - 6) Provide plates at main egress landing with "Star" designation.

C. Horizontal Sliding Hoistway Door Panels:

1. New:

- a. 16-gauge steel, sandwich or pressed with ribbed construction and without binder angles.
- b. Provide one leading edge of doors with rubber astragal.
- c. Provide a minimum of two gibs per panel, one at leading and one at trailing edge with gibs in the sill groove entire length of door travel.
- d. Provide one separate 4" steel reinforcement safety gib mounted between door gibs, where not integrated with door gibs.

D. Sight Guards:

1. New:

- a. 14-gauge steel.
- b. Same material and finish as hoistway entrance door panels.
- c. Construct without sharp edges.

E. Door Panel Finishes:

1. Hoistway Door Panels:
 - a. Baked enamel finish with color matching existing hoistway entrances. Owner to provide color preference if color is to change.

4.6 HOISTWAY ENTRANCE SILLS AND SUPPORT

- A. Sill Supports, Hoistway Entrance:
 1. Retain.
- B. Fascia, Toe Guards, and Hanger Covers:
 1. New:
 - a. 14-gauge furniture steel with Contractor's standard finish.
- C. Struts and Headers:
 1. New:
 - a. Constructed for vertical support of entrances and related material.
 - b. Provide door open bumpers on entrances equipped with vertical struts.

4.7 CAR EQUIPMENT

- A. Frame:
 1. Retain:
 - a. Check and tighten all fastenings.
 - b. Adjust as required for plumb and square alignment.
- B. Platform:
 1. Retain:
 - a. Adjust as necessary for plumb and level alignment.
 - b. Reinforce if required.
 - c. Check and tighten all fastenings.
- C. Platform Guard:
 1. Retain:
 - a. Remove any rust and repaint.
- D. Car Rail Guide Roller or Shoe Assemblies:
 1. New:
 - a. Swivel type to accommodate freight loading classification.
 - b. Include renewable oilless inserts.
- E. Top of Car Guardrail:

1. New:
 - a. Provide car top railings where fall hazard exceeds 12".
 - b. Install guardrails, necessary hardware, and toe board to meet code requirements.

- F. Car Top Control Station:
 1. Mount to provide safe access and utilization while standing on car top.
 2. Operating device with Up and Down direction buttons, a Run button, an Inspection/Automatic switch and Emergency Stop switch.
 3. Operating device provides an audible and visible indicator that fire recall has been initiated.
 4. Fix station to the car crosshead or provide portable station provided the extension cord and housing is permanently attached to the car crosshead.
 5. The car will be operated by constant pressure on the appropriate directional button and the Run button simultaneously.
 6. Normal operating devices will be inoperative while this device is in use.

- G. Car Top Emergency Audible Signal:
 1. Provide on top of each elevator.
 2. Activation of Alarm Button or Emergency Stop switch will cause Emergency Audible Signal.
 3. Provide auxiliary power supply to provide 1-hr. power in the event of loss of normal power.

- H. Work Light and Duplex Plug Receptacle:
 1. Work light on top and bottom of car.
 2. Car top light mounted to provide illumination of all car top equipment.
 3. GFCI protected duplex outlet. One (1) at top and one (1) at bottom of car.
 4. Include on/off switch and lamp guard.

- I. Car Sills – Passenger or Service Duty:
 1. New:
 - a. One-piece stainless steel metal extrusion:
 - 1) Extruded extension between car entrance columns to interior face of car front return.
 - 2) Extruded extension to match finish of sill.
 - 3) Fasteners to match sill material finish.

- J. Car Door Panels – Passenger or Service Duty:
 1. New:
 - a. Fully enclosed 16-gauge steel, sandwich construction without binder angles
 - b. Constructed with interlocking, stiffening ribs.
 - c. Leading edges of center-opening doors equipped with rubber astragals full height of panel.
 - d. Minimum of two gibs per panel, one at leading and one at trailing edge with gibs in the sill groove entire length of door travel.
 - e. Stainless steel satin finish.

- K. Car Door Hangers – Passenger or Service Duty:
1. New:
 - a. Two-point hanger roller with
 - b. Neoprene roller surface
 - c. Suspension with eccentric upthrust roller adjustment.
- L. Car Door Track – Passenger or Service Duty:
1. New:
 - a. Bar or formed cold-drawn steel.
 - b. Removable steel track with smooth roller contact surface.
- M. Car Door Header – Passenger or Service Duty:
1. New:
 - a. Minimum 12-gauge steel.
 - b. Shaped with stiffening flanges.
- N. Car Door Closed Detection:
1. SIL rated device to detect closed position of car doors.
 2. Design and operation to comply with ASME A17.1 2019 or later edition.
- O. Car Door Interlock:
1. Mechanical door interlock device to prevent:
 - a. Machine operation or power door opening outside of door zone.
 - b. Manual door opening from inside car outside of door zone.
 2. Design and operation to comply with ASME A17.1 2019 or later edition.
- P. Car Door/Gate Electrical Contact:
1. New:
 - a. Prohibit car operation unless car door or gate is closed.
- Q. Door Clutch – Passenger or Service Duty:
1. New:
 - a. Heavy-duty clutch, linkage arms, drive blocks and pickup rollers or cams to provide positive, smooth, quiet door operation.
 - b. Design clutch so car doors can be closed, while hoistway doors remain open.
- R. Restricted Opening Device
1. New:
 - a. Restrict opening of car doors to Code required limit outside unlocking zone.

- b. Adjust for smooth and quiet operation with operating noise undetectable from inside any car or outside of the hoistway.
- c. Plunger type restrictors not acceptable.
- d. Mechanical angle to prevent door opening is acceptable.

S. Door Operator:

1. New:

- a. High-speed, heavy-duty door linear or harmonic type operator capable of opening doors at no less than 2.5 fps.
- b. Accomplish reversal in no more than 2½" of door movement.
- c. Solid-state door control with closed loop circuitry to constantly monitor and automatically adjust door operation based upon velocity, position, and motor current.
- d. Maintain consistent, smooth, and quiet car door operation at all floors, regardless of door weight or varying air pressure.

T. Door Reopening Device:

1. New:

- a. Black fully enclosed infrared device with full screen infrared matrix or multiple beams extending vertically along leading edge of each door panel to minimum height of 7'-0" above finished floor.
- b. Integral device to detect passenger or vehicle approach from elevator lobby.

4.8 Car Operating Panel:

A. New:

1. All Cars:

- a. One (1) car operating panel per car.
- b. Mounted in stationary return panel with separate hinged faceplate.
- c. Metal box containing operating fixtures mounted behind the car return panel.
- d. Vandal resistant.
- e. Provide Exposed Pushbuttons to Initiate:
 - 1) Car call registration.
 - 2) Alarm.
 - 3) Door open.
 - 4) Door close.
 - 5) Emergency push-to-call communication.
 - 6) Pushbuttons:
 - a) Provide minimum 3/4" diameter flush floor pushbuttons which illuminate to indicate call registration.
 - b) Brushed stainless buttons with illuminated LED halo.
 - c) Locate operating controls no higher than 48" above the car floor; no lower than 35" for emergency push-to-call button and alarm button.
 - d) Identify buttons with cast tactile symbols surface mounted.

- f. Locked Firefighters' Emergency Operation Panel:
 - 1) Openable by the same key which operates the Fire Operation switch.
 - 2) Including the following features:
 - a) Phase II fire access switch.
 - b) Firefighters' visual indication.
 - c) Call cancel button.
 - d) Stop switch, manually operated.
 - e) Door open button.
 - f) Door close button.
 - g) Floors served signage.
 - g. Service Compartment:
 - 1) Provide lockable service compartment with recessed flush door.
 - 2) Door material and finish to match car return panel or car operating panel faceplate.
 - 3) Include the following controls in lockable service cabinet with function and operating positions identified by permanent signage or engraved legend:
 - a) Access switch.
 - b) Light switch.
 - c) Three position for passenger cars and four position for freight car exhaust blower switch.
 - d) Independent service switch.
 - e) Constant pressure test button for battery pack emergency lighting.
 - f) 120-volt, AC, GFCI protected electrical convenience duplex outlet.
 - g) Card reader override switch.
 - h) Switch to select either floor voice annunciation, floor passing tone, or chime.
- 2. Provide black paint filled (except as noted), engraved, or approved etched signage as follows with approved size and font:
 - a. Phase II firefighters' operating instructions on inside face of firefighters' compartment door.
 - b. Engrave filled red firefighters' operation on outside face of compartment door.
 - c. Building identification car number on main car operating panel(s).
 - d. Car capacity in pounds on service compartment door.
 - e. Loading classification and description on service compartment door.
- 4.9 Card/Proximity Reader Security Provisions, Car 5 (Freight):
 - A. New:
 - 1. Mount reader unit inside of elevator on the car operating panel. ~~as directed by Owner.~~
 - 2. Cross connect from car travelling cable to control module in machine room.
 - 3. Reader control unit, mounting brackets, wiring materials, logic circuits, etc., provided by others.

4.10 COMMUNICATION

A. Car Communication System:

1. Hands free two-way communication instrument in car:
 - a. Mounted behind car operating panel.
 - b. Button on car operating panel to initiate two-way communication from Car.
 - c. Match car operating panel pushbutton design.
 - d. System includes:
 - 1) Auto dialer.
 - 2) Speaker.
 - 3) Microphone.
 - 4) Adjacent light jewel that illuminates and flashes when call is acknowledged.
 - 5) Call button tactile symbol, engraved signage, and Tactile marking adjacent to button mounted integral with car front return panel.
 - 6) Rechargeable back-up battery and charging system.
 - 7) Wiring and connections between all devices inside the car and the elevator controller.

1.3 CAR ENCLOSURE AND INTERIOR FINISHES

A. Car Enclosure (Cab Shell):

1. Retain.

B. Passenger and Service Car Fronts:

1. Car Front and Rear Returns:
 - a. Retain
 - 1) 14-gauge reinforced stainless steel construction satin stainless steel finish.
2. Front Transoms:
 - a. Retain
 - 1) 14-gauge reinforced stainless steel construction satin stainless steel finish.
 - 2) Full width of car enclosure.
 - 3) Cutout for car position indicator.

C. Passenger Car Interior Side and Rear Wall Finishes:

1. Retain

D. Cab Wall Base:

1. Retain

E. Handrails Passenger Car:

1. Retain

F. Lighting:

1. New:
 - a. Six (6) LED fixtures with all required wiring connections and controls.
 - b. Coordinate with emergency lighting requirements.
 - c. Provide emergency lighting integral with portion of normal car lighting system.
 - d. Recessed LED down lights with on/off switch in car operating panel. Recess mount fixture flush with inside surface of car top. Provide steel guard on car top over fixture.

G. Suspended Ceiling:

1. New:
 - a. Six (6) section satin finish stainless-steel panels with lighting cutouts in each panel.

H. Ventilation:

1. New:
 - a. Two-speed type OE exhaust blower for passenger cars.
 - b. Three-speed type AA exhaust blower for freight car.
 - c. Mount to car canopy on isolated rubber grommets.
 - d. Meet noise requirements specified herein.

I. Car Finish Floor Covering:

1. Retain

4.11 HALL CONTROLS

A. Automatic Pushbutton Stations (Freight Car):

1. Flush mounted riser adjacent to hoistway entrances.
2. Single call button and "in use" light which illuminates when hall call is registered. Pushbutton design shall match car operating panel pushbuttons.
3. Vandal-resistant pushbutton and LED light assemblies.
4. Enlarged faceplate to cover Existing wall block out.
5. Approved engraved message and pictorial representation prohibiting use of elevator during fire or other emergency as part of faceplate.
6. Provide any cutting and patching required.

B. Hall Pushbutton Station Fixtures (Passenger Car):

1. Flush mounted pushbutton station fixtures with enlarged faceplate to cover existing wall block out.
2. Provide any cutting and patching required.
3. Pushbuttons for each direction of travel which illuminate to indicate call registration. Provide LED illumination.
2. Approved engraved message and pictorial representation prohibiting use of elevator during fire or other emergency as part of faceplate.
3. Pushbutton design to match car operating panel pushbuttons.

4. One (1) stations per group of elevators at all floors (Total two (2) stations for cars 1-4).

4.12 CAR ARRIVAL AND TRAVEL DIRECTION SIGNALS

A. Hall Position Indicator:

1. New:

- a. Alpha-numeric digital indicator containing floor designations and direction arrows a minimum of 2½" high to indicate floor served and direction of car travel.
- b. Provide only at the first landing for passenger elevators.
- c. Provide vandal resistant indicator and light assemblies.

B. Car Direction Lantern for passenger cars:

1. New:

- a. Provide flush-mounted car lantern in all car entrance columns.
- b. Illuminate up or down LED lights and sound tone once for up and twice for down direction.
- c. Provide advanced hall lantern notification to comply with ADA hall call notification time.
- d. Illuminate light until the car doors start to close.
- e. Sound level shall be adjustable from 20-80 dBA measured at 5'-0" in front of hall control station and 3'-0" off floor.
- f. Car direction lenses shall be arrow shaped with faceplates.
- g. Lenses shall be minimum 2½" in their smallest dimension.
- h. Provide vandal resistant lantern and light assemblies consisting of series of dots or lines for maximum visibility.

C. Car Position Indicator for passenger cars:

1. New:

- a. Alpha-numeric digital indicator type.
- b. Floor designations and direction arrows a minimum of 2" high to indicate floor served and direction of car travel.
- c. Vandal resistant fixture and faceplate.
- d. Locate above car operating panel.
- e. When a car leaves or passes a floor, illuminate indication representing position of car in hoistway.
- f. Illuminate proper direction arrow to indicate direction of travel.

D. Voice Synthesizer:

1. Provide electronic device with easily reprogrammable message and voice to announce car direction, floor, emergency exiting instructions, etc.

4.13 SIGNAL FIXTURE FACEPLATE FINISHES

A. All Fixtures:

1. Stainless steel satin finish.

4.14 FIREFIGHTERS CONTROL AND EMERGENCY POWER PANEL

- A. Provide and arrange new equipment as shown on Architectural drawings.
- B. Firefighters' Control Panel:
 1. Locate in building fire control room or as directed by Contractor.
 2. Fixture faceplate, satin finish stainless steel, including the following features:
 - a. Car position and direction indicator, digital-readout, or LCD flat screen color monitor.
 - b. Identify each position indicator with car number.
 - c. Indicator showing operating status of car.
 - d. Two-position firefighters' emergency return switches and indicators with engraved instructions filled red.
 3. Where applicable, identify all indicators and manual switches with appropriate engraving.
 4. Provide wiring to control panel.
- C. Firefighters' Key Box: Flush-mounted box with lockable hinged cover. Engrave instructions for use on cover per Local Fire Authority requirements.

PART 5 - EXECUTION

5.1 SITE CONDITION INSPECTION

- A. Prior to beginning installation of equipment, examine hoistway and machine room areas. Verify no irregularities exist which affect execution of work specified.
- B. Inform Owner and Consultant of any irregularities in writing prior to commencing work.
- C. Do not proceed with installation until work in place conforms to project requirements.

5.2 INSTALLATION

- A. Install all equipment as follows:
 1. in accordance with Contractor's instructions, referenced codes, specifications, and approved submittals.
 2. with clearances in accordance with referenced codes, and specifications.
 3. to be easily maintained and/or removed.
 4. to afford maximum accessibility, safety, and continuity of operation.
- B. Remove oil, grease, scale, and other foreign matter from the following equipment and apply one coat of field-applied machinery enamel.

1. All exposed equipment and metal work installed as part of this work which does not have architectural finish.
 2. Machine room equipment, and pit equipment.
 3. Neatly touch up damaged factory-painted surfaces with original paint color.
 4. Protect machine-finish surfaces against corrosion.
- C. Paint machine room and pit floors.

5.3 FIELD QUALITY CONTROL

- A. Work at jobsite will be checked during course of installation. Full cooperation with reviewing personnel is mandatory. Accomplish corrective work required prior to performing further installation.
- B. Perform complete “Acceptance” level pre-testing as specified in the latest edition of ASME A17.2 “Guide for Inspection of Elevators, Escalators, and Moving Walks” prior to AHJ witnessed acceptance testing. Complete any adjustments, repairs, or replacements necessary to achieve code compliant operation including but not limited to:
1. Car safety.
 2. Car emergency communications. Inform Owner and Consultant of any noted failures of Owner provided and maintained equipment or systems.
 3. Car buffers.
 4. Phase I and II Firefighters’ Emergency Operation. Phase I initiated by smoke sensing devices.
 5. Power car door operation including door closing force, reopening device, and restricted opening.
 6. Suspension members.
- C. Have Code Authority acceptance inspection performed and complete corrective work.
- D. Provide access to installed equipment and elevator personnel assistance for Consultant’s final observation and review requirements.

5.4 ADJUSTMENTS

- A. Static balance car to equalize pressure of guide shoes on guide rails.
- B. Verify that weights of existing or altered cars, counterweights, and compensation comply with traction machine manufacturers’ requirements and do not exceed total weights indicated on approved submittals. See Section 01 30 00, Submittals.
- C. Lubricate all equipment in accordance with Contractor’s instructions.
- D. Adjust motors, power conversion units, brakes, controllers, leveling switches, limit switches, stopping switches, door operators, interlocks, and safety devices to achieve required performance levels.

5.5 CLEANUP

- A. Keep work areas orderly and free from debris during progress of project. Remove packaging materials daily.
- B. Elevator hoistways and all equipment therein shall be cleaned and left free of rust, filings, welding slag, rubbish, loose plaster, mortar drippings, extraneous construction materials, dirt, and dust, including walls, building beams, sill ledges, and hoistway divider beams.
- C. Care shall be to not to mark, soil, or otherwise deface existing or new surfaces. Clean and restore such surfaces to their original condition.
- D. Clean down surfaces and areas which require final painting and finishing work. Cleaning includes removal of rubbish, broom cleaning of floors, removal of any loose plaster or mortar, dust, and other extraneous materials from finish surfaces, and surfaces which will remain visible after the work is complete.
- E. Paint machine room and pit floors.
- F. Remove all loose materials and filings resulting from work.
- G. Clean machine room equipment and floor.
- H. Clean car, car enclosure, entrances, operating and signal fixtures.

5.6 FINAL COMPLIANCE REVIEW

- A. Review procedure shall apply for individual elevators, portions of groups of elevators, and completed groups of elevators accepted on an interim basis, or elevators and groups of elevators completed, accepted, and placed in operation.
- B. Contractor shall perform review and evaluation of all aspects of its work prior to requesting Consultant's final review. Work shall be considered ready for Consultant's final contract compliance review when all Contractor's tests are complete, all deficiencies noted by the AHJ have been rectified, and all elements of work or a designated portion thereof are in place and elevator or group of elevators are deemed ready for service as intended.
- C. Provide 80 hours of accrued run-in time prior to inspection and field reviews.
- D. Run-in time must include door open and close cycles, without interfering with usual business activity.
- E. Contractor shall perform review and evaluation of all aspects of its work prior to requesting consultant's review.
- F. Furnish labor, materials, and equipment necessary for Consultant's review. Notify Consultant five working days in advance when ready for final review of elevator or group of elevators.

- G. Consultant's written list of observed deficiencies of materials, equipment, and operating systems will be submitted to Contractor for corrective action. Consultant's review shall include as a minimum:
1. Workmanship and equipment compliance with Contract Documents.
 2. Contract speed, capacity, floor-to-floor times, and door performance compliance with Contract Documents.
 3. Performance of following is satisfactory:
 - a. Starting, accelerating, running.
 - b. Decelerating, stopping accuracy.
 - c. Door operation and closing force.
 - d. Equipment noise levels.
 - e. Signal fixture utility.
 - f. Overall ride quality.
 - g. Performance of door control devices.
 - h. Operations of emergency two-way communication device.
 - i. Operations of firefighters' service.
 - j. Operations of special security features and floor lock-off provisions.
 - k. Operations of remote monitoring devices.
 - l. Operations of emergency brake device.
- H. Test Results:
1. In all test conditions, obtain specified contract speed, performance times, stopping accuracy without re-leveling, and ride quality to satisfaction of Owner and Consultant. Tests will be conducted under both no load and full load condition.

END OF SECTION 142401.03

DTMB - STATE POLICE HEADQUARTERS
UPGRADE ELEVATORS
DIMONDALE, MICHIGAN
FILE NO. 171/24099.TYC
H+B PROJECT 24316
2/09/2026

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SECTION 260010 - BASIC ELECTRICAL REQUIREMENTS

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

- A. Work includes all electrical items and systems shown on the contract drawings and specified herein.
- B. Unless specifically dimensioned, the work shown on the drawings is diagrammatic, and is intended only to show general arrangement.
- C. Include in the work all accessories and devices necessary for the intended operation of any system, whether or not specifically shown or specified.

1.2 STANDARDS OF QUALITY

- A. The specifications establish the standard of quality required, either by description of by references to brand name, name of manufacturers or manufacturer's model number.
- B. Where one product only is specifically identified by name of manufacturer's model number, the Contractor shall base his bid on the use of the name product. Where multiple names are used, the Contractor shall base his bid on the use of any of those products named.
- C. The Contractor may submit with his bid, the names of products which are proposed as substitutions for products named in specifications. Each proposed substitution shall be accompanied by a written sum of money to be added or deducted from his bid. The Owner reserves the sole right to accept or reject said substitutions with or without cause.
- D. When equipment and/or materials are proposed to be purchased from a manufacturer other than those specified, the Contractor shall provide complete data adequate for the Engineer's evaluation of the proposed substitution.
- E. When the equipment other than that specified is used, the Contractor shall be responsible for any extra cost of required revisions such as structural steel, concrete, electrical, piping, etc. Such additional costs shall be identified at the time such substitutions are proposed.

1.3 SUMMARY

- A. This Section includes general administrative and procedural requirements for electrical installations.
 - 1. Submittals
 - 2. Maintenance Manuals
 - 3. Rough-ins
 - 4. Electrical Installations

1.4 SUBMITTALS

- A. The Contractor shall review, approve and submit shop drawings, with promptness so as to cause no delay in his work or in that of others. No submissions will be accepted by the Engineer without the signed review and approval of the Contractor.
- B. The Contractor shall check and verify pertinent field measurements, quantities of equipment and materials required.
- C. Submittals shall be identified by reference to project, the drawings, sections of specifications, or equipment symbols to which they relate.
- D. Shop drawings, when required, shall include:
 - 1. Verification of information given in Contract Documents such as performance, dimensions, weight, materials, construction, types, models, manufacturer, etc.
 - 2. Equipment layouts drawn to scale as may be required.
 - 3. Wiring diagrams and schematics for equipment.
 - 4. Any special construction conditions.
 - 5. Other information/data as may be requested.
- E. All submittals shall identify the specific details of the product or assembly. All optional features being proposed shall be so noted, or the submittal will be rejected.
- F. Review is only for general conformance with the design concept of the project and general compliance with the information given in the contract documents. Any action shown is subject to the requirements of the plans and specification. Contractor is responsible for dimensions which shall be confirmed and correlated at the job site; fabrication processes and techniques of construction; coordination of his work with that of all other trades; and the satisfactory performance of his work.
- G. For items being resubmitted, clearly identify changes made from the initial submittal requested by the Engineer. The Engineer will review only those changes requested and identified by the Contractor.

1.5 MAINTENANCE MANUALS

- A. Prepare maintenance manuals including the following information for equipment items:
 - 1. Description of function, normal operating characteristics and limitations, performance curves, engineering data and tests, and complete nomenclature and commercial numbers of replacement parts.
 - 2. Manufacturer's printed operating procedures to include start-up, break-in, and routine and normal operating instructions; regulation, control, stopping, shutdown, and emergency instructions; and summer and winter operating instructions.
 - 3. Maintenance procedures for routine preventative maintenance and troubleshooting; disassembly, repair, and reassembly; aligning and adjusting instructions.
 - 4. Servicing instructions and lubrication charts and schedules.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver products to the project properly identified with names, model numbers, types, grades, compliance labels, and other information needed for identification.

1.7 PERMITS, FEES, AND CERTIFICATES OF APPROVAL

- A. Contractor shall acquire all permits and certificates.
- B. Contractor shall provide all labor and instruments required for tests and cleaning of systems.
- C. Whenever tests are required, three (3) copies of the test reports shall be submitted to the Engineer and (1) electronic copy.
- D. Tests may be observed by the Engineer or his representative. Notify the Engineer a minimum of three weeks in advance of the test dates.

1.8 COMPLIANCE WITH CODES, STANDARDS AND REGULATIONS

- A. In the absence of specific instruction in the technical specifications, equipment and installation shall conform to the following applicable codes, standards and regulations, latest editions:
 - 1. American Society for Testing Materials (ASTM).
 - 2. American National Standard Institute (ANSI).
 - 3. Underwriter's Laboratories, Inc. (UL).
 - 4. American Welding Society Code (AWSC).
 - 5. Local Building, Electrical, and Fire Codes.
 - 6. National Electrical Code (NEC).
 - 7. Service Rules and Regulations of Local Electrical Utility Company.
 - 8. National Electrical Manufacturer's Association (NEMA).
 - 9. U.S. Department of Health & Human Services "HRS-M-HF" 84-1.
 - 10. Occupational Safety and Health Act (OSHA).
 - 11. National Fire Protection Association (NFPA).
 - 12. Americans with Disabilities Act (ADA).

PART 2 - PRODUCTS - Not Used.

PART 3 - EXECUTION

3.1 ROUGH-IN

- A. Verify final locations for rough-ins with field measurements and with requirements of the actual equipment to be connected.

3.2 ELECTRICAL INSTALLATIONS

- A. General: Sequence, coordinate, and integrate the various elements of electrical systems, materials, and equipment. Comply with the following requirements:
1. Coordinate electrical systems, equipment, and materials installation with other building components.
 2. Verify all dimensions by field measurements.
 3. Arrange for chases, slots, and openings in other building components during progress of construction, to allow for electrical installations.
 4. Coordinate the installation of required supporting devices and sleeves to be set in poured-in-place concrete and other structural components, as they are constructed.
 5. Sequence, coordinate, and integrate installations of electrical materials and equipment for efficient flow of the work. Give particular attention to large equipment requiring positioning prior to closing in the building.
 6. Where mounting heights are not detailed or dimensioned, install systems, materials, and equipment to provide the maximum headroom possible.
 7. Coordinate connection of electrical systems with exterior underground and overhead utilities and services. Comply with requirements of governing regulations, franchised service companies, and controlling agencies. Provide required connection for each service.
 8. Install systems, materials, and equipment to conform with approved submittal data, including coordination drawings, to greatest extent possible. Conform to arrangements indicated by the Contract Documents, recognizing that portions of the Work are shown only in diagrammatic form. Where coordination requirements conflict with individual system requirements, refer conflict to the Engineer.
 9. Install systems, materials, and equipment level and plumb, parallel and perpendicular to other building systems and components, where installed exposed in finished spaces.
 10. Install electrical equipment to facilitate servicing, maintenance, and repair or replacement of equipment components. As much as practical, connect equipment for ease of disconnecting, with minimum of interference with other installations.
 11. Install access panel or doors where units are concealed behind finished surfaces.
 12. Install systems, material, and equipment giving right-of-way priority to systems required to be installed at a specified slope.
 13. Coordinate all electrical requirements with other trades and their shop drawings prior to installing conduit, wire, switches and breakers. Notify engineer of any discrepancies between document and actual supplied equipment.

3.3 CUTTING AND PATCHING

- A. General: Performing cutting and patching in accordance with the following requirements:
1. Perform cutting, fitting, and patching of electrical equipment and materials required to:
 - a. Uncover work to provide for installation of ill-timed work.
 - b. Remove and replace defective work.
 - c. Remove and replace work not conforming to requirements of the contract documents.
 - d. Remove samples of installed work as specified for testing.
 - e. Upon written instruction from the Engineer, uncover and restore work to provide for Engineer observation of concealed work.

END OF SECTION 260010

SECTION 260500 - COMMON WORK RESULTS FOR ELECTRICAL

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Electrical equipment coordination and installation.
2. Common electrical installation requirements.

1.2 COORDINATION

A. Coordinate arrangement, mounting, and support of electrical equipment:

1. To allow maximum possible headroom unless specific mounting heights that reduce headroom are indicated.
2. To provide for ease of disconnecting the equipment with minimum interference to other installations.
3. To allow right of way for piping and conduit installed at required slope.
4. So connecting raceways, cables, wireways, cable trays, and busways will be clear of obstructions and of the working and access space of other equipment.

B. Coordinate installation of required supporting devices and set sleeves in cast-in-place concrete, masonry walls, and other structural components as they are constructed.

C. Coordinate location of access panels and doors for electrical items that are behind finished surfaces or otherwise concealed.

PART 2 - PRODUCTS – Not Used.

PART 3 - EXECUTION

3.1 COMMON REQUIREMENTS FOR ELECTRICAL INSTALLATION

A. Comply with NECA 1.

B. Measure indicated mounting heights to bottom of unit for suspended items and to center of unit for wall-mounting items.

C. Headroom Maintenance: If mounting heights or other location criteria are not indicated, arrange and install components and equipment to provide maximum possible headroom consistent with these requirements.

- D. Equipment: Install to facilitate service, maintenance, and repair or replacement of components of both electrical equipment and other nearby installations. Connect in such a way as to facilitate future disconnecting with minimum interference with other items in the vicinity.
- E. Right of Way: Give to piping systems installed at a required slope.

END OF SECTION 260500

SECTION 260519 - LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Building wires and cables rated 600 V and less.
2. Connectors, splices, and terminations rated 600 V and less.

1.2 QUALITY ASSURANCE

A. Testing Agency Qualifications: Member company of NETA or an NRTL.

1. Testing Agency's Field Supervisor: Certified by NETA to supervise on-site testing.

PART 2 - PRODUCTS

2.1 CONDUCTORS AND CABLES

- A. Copper Conductors: Comply with NEMA WC 70/ICEA S-95-658.
- B. Conductor Insulation: Comply with NEMA WC 70/ICEA S-95-658 for Type THHN-2-THWN-2.

2.2 CONNECTORS AND SPLICES

- A. Description: Factory-fabricated connectors and splices of size, ampacity rating, material, type, and class for application and service indicated.

2.3 SYSTEM DESCRIPTION

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Comply with NFPA 70.

PART 3 - EXECUTION

3.1 CONDUCTOR MATERIAL APPLICATIONS

- A. Feeders: Copper. Solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.
- B. Branch Circuits: Copper. Stranded for No. 12 AWG and larger, except VFC cable, which shall be extra flexible stranded.

3.2 CONDUCTOR INSULATION AND MULTICONDUCTOR CABLE APPLICATIONS AND WIRING METHODS

- A. Service Entrance: Type THHN-2-THWN-2, single conductors in raceway.
- B. Exposed Feeders: Type THHN-2-THWN-2, single conductors in raceway.
- C. Feeders Concealed in Ceilings, Walls, Partitions, and Crawlspace: Type THHN-2-THWN-2, single conductors in raceway.
- D. Feeders Concealed in Concrete, below Slabs-on-Grade, and Underground: Type THHN-2-THWN-2, single conductors in raceway.
- E. Exposed Branch Circuits, Including in Crawlspace: Type THHN-2-THWN-2, single conductors in raceway.
- F. Branch Circuits Concealed in Ceilings, Walls, and Partitions: Type THHN-2-THWN-2, single conductors in raceway.
- G. Branch Circuits Concealed in Concrete, below Slabs-on-Grade, and Underground: Type THHN-2-THWN-2, single conductors in raceway.

3.3 INSTALLATION OF CONDUCTORS AND CABLES

- A. Conceal cables in finished walls, ceilings, and floors unless otherwise indicated.
- B. Complete raceway installation between conductor and cable termination points according to Section 260533 "Raceways and Boxes for Electrical Systems" prior to pulling conductors and cables.
- C. Use manufacturer-approved pulling compound or lubricant where necessary; compound used must not deteriorate conductor or insulation. Do not exceed manufacturer's recommended maximum pulling tensions and sidewall pressure values.
- D. Use pulling means, including fish tape, cable, rope, and basket-weave wire/cable grips, that will not damage cables or raceway.
- E. Install exposed cables parallel and perpendicular to surfaces of exposed structural members, and follow surface contours where possible.

- F. Support cables according to Section 260529 "Hangers and Supports for Electrical Systems."

3.4 CONNECTIONS

- A. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A-486B.
- B. Make splices, terminations, and taps that are compatible with conductor material and that possess equivalent or better mechanical strength and insulation ratings than unspliced conductors.
 - 1. Use oxide inhibitor in each splice, termination, and tap for aluminum conductors.
- C. Wiring at Outlets: Install conductor at each outlet, with at least 6 inches of slack.

3.5 IDENTIFICATION

- A. Identify and color-code conductors and cables according to Section 260553 "Identification for Electrical Systems."
- B. Identify each spare conductor at each end with identity number and location of other end of conductor, and identify as spare conductor.

3.6 SLEEVE AND SLEEVE-SEAL INSTALLATION FOR ELECTRICAL PENETRATIONS

- A. Install sleeves and sleeve seals at penetrations of exterior floor and wall assemblies. Comply with requirements in Section 260544 "Sleeves and Sleeve Seals for Electrical Raceways and Cabling."

3.7 FIRESTOPPING

- A. Apply firestopping to electrical penetrations of fire-rated floor and wall assemblies to restore original fire-resistance rating of assembly.

3.8 FIELD QUALITY CONTROL

- A. Perform the following tests and inspections:
 - 1. After installing conductors and cables and before electrical circuitry has been energized, test service entrance and feeder conductors and conductors feeding the following critical equipment and services for compliance with requirements.
 - a. Transfer switches.
 - b. All 100A and above feeders.

2. Perform each visual and mechanical inspection and electrical test stated in NETA Acceptance Testing Specification. Certify compliance with test parameters.
 3. Infrared Scanning: After Substantial Completion, but not more than 60 days after Final Acceptance, perform an infrared scan of each splice in conductors No. 3 AWG and larger. Remove box and equipment covers so splices are accessible to portable scanner. Correct deficiencies determined during the scan.
 - a. Instrument: Use an infrared scanning device designed to measure temperature or to detect significant deviations from normal values. Provide calibration record for device.
 - b. Record of Infrared Scanning: Prepare a certified report that identifies splices checked and that describes scanning results. Include notation of deficiencies detected, remedial action taken, and observations after remedial action.
- B. Test and Inspection Reports: Prepare a written report to record the following:
1. Procedures used.
 2. Results that comply with requirements.
 3. Results that do not comply with requirements and corrective action taken to achieve compliance with requirements.
- C. Cables will be considered defective if they do not pass tests and inspections.

END OF SECTION 260519

SECTION 260526 - GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes grounding and bonding systems and equipment.

1.2 INFORMATIONAL SUBMITTALS

- A. As-Built Data: Plans showing dimensioned as-built locations of grounding features specified in "Field Quality Control" Article, including the following:
 - 1. Ground rods.
 - 2. Grounding arrangements and connections for separately derived systems.
- B. Qualification Data: For testing agency and testing agency's field supervisor.
- C. Field quality-control reports.

1.3 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For grounding to include in emergency, operation, and maintenance manuals.
 - 1. In addition to items specified in Section 017823 "Operation and Maintenance Data," include the following:
 - a. Instructions for periodic testing and inspection of grounding features at grounding connections for separately derived systems based on NETA MTS.
 - 1) Tests shall determine if ground-resistance or impedance values remain within specified maximums, and instructions shall recommend corrective action if values do not.
 - 2) Include recommended testing intervals.

1.4 QUALITY ASSURANCE

- A. Testing Agency Qualifications: Member company of NETA or an NRTL.
 - 1. Testing Agency's Field Supervisor: Certified by NETA to supervise on-site testing.
- B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

- C. Comply with UL 467 for grounding and bonding materials and equipment.

PART 2 - PRODUCTS

2.1 SYSTEM DESCRIPTION

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Comply with UL 467 for grounding and bonding materials and equipment.

2.2 CONDUCTORS

- A. Insulated Conductors: Copper wire or cable insulated for 600 V unless otherwise required by applicable Code or authorities having jurisdiction.
- B. Bare Copper Conductors:
 - 1. Solid Conductors: ASTM B 3.
 - 2. Stranded Conductors: ASTM B 8.
 - 3. Tinned Conductors: ASTM B 33.
 - 4. Bonding Cable: 28 kcmil, 14 strands of No. 17 AWG conductor, 1/4 inch in diameter.
 - 5. Bonding Conductor: No. 4 or No. 6 AWG, stranded conductor.
 - 6. Bonding Jumper: Copper tape, braided conductors terminated with copper ferrules; 1-5/8 inches wide and 1/16 inch thick.
 - 7. Tinned Bonding Jumper: Tinned-copper tape, braided conductors terminated with copper ferrules; 1-5/8 inches wide and 1/16 inch thick.

2.3 CONNECTORS

- A. Listed and labeled by an NRTL acceptable to authorities having jurisdiction for applications in which used and for specific types, sizes, and combinations of conductors and other items connected.
- B. Bolted Connectors for Conductors and Pipes: Copper or copper alloy.
- C. Welded Connectors: Exothermic-welding kits of types recommended by kit manufacturer for materials being joined and installation conditions.
- D. Bus-Bar Connectors: Mechanical type, cast silicon bronze, solderless compression-type wire terminals, and long-barrel, two-bolt connection to ground bus bar.

2.4 GROUNDING ELECTRODES

- A. Ground Rods: Copper-clad steel, sectional type; 5/8 by 96 inches.

PART 3 - EXECUTION

3.1 APPLICATIONS

- A. Conductors: Install stranded conductors for No. 8 AWG and larger unless otherwise indicated.
- B. Conductor Terminations and Connections:
 - 1. Pipe and Equipment Grounding Conductor Terminations: Bolted connectors.
 - 2. Underground Connections: Welded connectors except at test wells and as otherwise indicated.
 - 3. Connections to Ground Rods at Test Wells: Bolted connectors.
 - 4. Connections to Structural Steel: Welded connectors.

3.2 GROUNDING AT THE SERVICE

- A. Equipment grounding conductors and grounding electrode conductors shall be connected to the ground bus. Install a main bonding jumper between the neutral and ground buses.

3.3 GROUNDING UNDERGROUND DISTRIBUTION SYSTEM COMPONENTS

- A. Pad-Mounted Transformers and Switches: Install two ground rods and ground ring around the pad. Ground pad-mounted equipment and noncurrent-carrying metal items associated with substations by connecting them to underground cable and grounding electrodes. Install tinned-copper conductor not less than No. 2 AWG for ground ring and for taps to equipment grounding terminals. Bury ground ring not less than 6 inches from the foundation.

3.4 EQUIPMENT GROUNDING

- A. Install insulated equipment grounding conductors with all feeders and branch circuits.
- B. Install insulated equipment grounding conductors with the following items, in addition to those required by NFPA 70:
 - 1. Feeders and branch circuits.
 - 2. Lighting circuits.
 - 3. Receptacle circuits.
 - 4. Single-phase motor and appliance branch circuits.
 - 5. Three-phase motor and appliance branch circuits.
 - 6. Flexible raceway runs.
 - 7. Armored and metal-clad cable runs.
- C. Poles Supporting Outdoor Lighting Fixtures: Install grounding electrode and a separate insulated equipment grounding conductor in addition to grounding conductor installed with branch-circuit conductors.

3.5 INSTALLATION

- A. Grounding Conductors: Route along shortest and straightest paths possible unless otherwise indicated or required by Code. Avoid obstructing access or placing conductors where they may be subjected to strain, impact, or damage.
- B. Ground Rods: Drive rods until tops are 2 inches below finished floor or final grade unless otherwise indicated.
 - 1. Interconnect ground rods with grounding electrode conductor below grade and as otherwise indicated. Make connections without exposing steel or damaging coating if any.
 - 2. For grounding electrode system, install at least three rods spaced at least one-rod length from each other and located at least the same distance from other grounding electrodes, and connect to the service grounding electrode conductor.
- C. Bonding Straps and Jumpers: Install in locations accessible for inspection and maintenance except where routed through short lengths of conduit.
 - 1. Bonding to Structure: Bond straps directly to basic structure, taking care not to penetrate any adjacent parts.
 - 2. Bonding to Equipment Mounted on Vibration Isolation Hangers and Supports: Install bonding so vibration is not transmitted to rigidly mounted equipment.
 - 3. Use exothermic-welded connectors for outdoor locations; if a disconnect-type connection is required, use a bolted clamp.
- D. Grounding and Bonding for Piping:
 - 1. Metal Water Service Pipe: Install insulated copper grounding conductors, in conduit, from building's main service equipment, or grounding bus, to main metal water service entrances to building. Connect grounding conductors to main metal water service pipes; use a bolted clamp connector or bolt a lug-type connector to a pipe flange by using one of the lug bolts of the flange. Where a dielectric main water fitting is installed, connect grounding conductor on street side of fitting. Bond metal grounding conductor conduit or sleeve to conductor at each end.
 - 2. Water Meter Piping: Use braided-type bonding jumpers to electrically bypass water meters. Connect to pipe with a bolted connector.
 - 3. Bond each aboveground portion of gas piping system downstream from equipment shutoff valve.

3.6 FIELD QUALITY CONTROL

- A. Perform tests and inspections.
- B. Tests and Inspections:
 - 1. After installing grounding system but before permanent electrical circuits have been energized, test for compliance with requirements.
 - 2. Inspect physical and mechanical condition. Verify tightness of accessible, bolted, electrical connections with a calibrated torque wrench according to manufacturer's written instructions.

3. Test completed grounding system at each location where a maximum ground-resistance level is specified, at service disconnect enclosure grounding terminal, and at individual ground rods. Make tests at ground rods before any conductors are connected.
 - a. Measure ground resistance no fewer than two full days after last trace of precipitation and without soil being moistened by any means other than natural drainage or seepage and without chemical treatment or other artificial means of reducing natural ground resistance.
 - b. Perform tests by fall-of-potential method according to IEEE 81.
 4. Prepare dimensioned Drawings locating each test well, ground rod and ground-rod assembly, and other grounding electrodes. Identify each by letter in alphabetical order, and key to the record of tests and observations. Include the number of rods driven and their depth at each location, and include observations of weather and other phenomena that may affect test results. Describe measures taken to improve test results.
- C. Grounding system will be considered defective if it does not pass tests and inspections.
- D. Prepare test and inspection reports.
- E. Report measured ground resistances that exceed the following values:
1. Power and Lighting Equipment or System with Capacity of 500 kVA and Less: 10 ohms.
 2. Power and Lighting Equipment or System with Capacity of 500 to 1000 kVA: 5 ohms.
 3. Power Distribution Units or Panelboards Serving Electronic Equipment: 1 ohm(s).
 4. Substations and Pad-Mounted Equipment: 5 ohms.
 5. Manhole Grounds: 10 ohms.
- F. Excessive Ground Resistance: If resistance to ground exceeds specified values, notify Architect promptly and include recommendations to reduce ground resistance.

END OF SECTION 260526

SECTION 260529 - HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes the following:
 - 1. Hangers and supports for electrical equipment and systems.

1.2 PERFORMANCE REQUIREMENTS

- A. Delegated Design: Design supports for multiple raceways, including comprehensive engineering analysis by a qualified professional engineer, using performance requirements and design criteria indicated.
- B. Rated Strength: Adequate in tension, shear, and pullout force to resist maximum loads calculated or imposed for this Project, with a minimum structural safety factor of five times the applied force.

1.3 QUALITY ASSURANCE

- A. Comply with NFPA 70.

1.4 COORDINATION

- A. Coordinate installation of roof curbs, equipment supports, and roof penetrations.

PART 2 - PRODUCTS

2.1 SUPPORT, ANCHORAGE, AND ATTACHMENT COMPONENTS

- A. Steel Slotted Support Systems: Comply with MFMA-4, factory-fabricated components for field assembly.
 - 1. Metallic Coatings: Hot-dip galvanized after fabrication and applied according to MFMA-4.
 - 2. Nonmetallic Coatings: Manufacturer's standard PVC, polyurethane, or polyester coating applied according to MFMA-4.
 - 3. Painted Coatings: Manufacturer's standard painted coating applied according to MFMA-4.
 - 4. Channel Dimensions: Selected for applicable load criteria.
- B. Raceway and Cable Supports: As described in NECA 1 and NECA 101.

- C. Conduit and Cable Support Devices: Steel hangers, clamps, and associated fittings, designed for types and sizes of raceway or cable to be supported.
- D. Structural Steel for Fabricated Supports and Restraints: ASTM A 36/A 36M, steel plates, shapes, and bars; black and galvanized.
- E. Mounting, Anchoring, and Attachment Components: Items for fastening electrical items or their supports to building surfaces include the following:
 - 1. Powder-Actuated Fasteners: Threaded-steel stud, for use in hardened portland cement concrete, steel, or wood, with tension, shear, and pullout capacities appropriate for supported loads and building materials where used.
 - 2. Mechanical-Expansion Anchors: Insert-wedge-type, zinc-coated steel, for use in hardened portland cement concrete with tension, shear, and pullout capacities appropriate for supported loads and building materials in which used.
 - 3. Concrete Inserts: Steel or malleable-iron, slotted support system units similar to MSS Type 18; complying with MFMA-4 or MSS SP-58.
 - 4. Clamps for Attachment to Steel Structural Elements: MSS SP-58, type suitable for attached structural element.
 - 5. Through Bolts: Structural type, hex head, and high strength. Comply with ASTM A 325.
 - 6. Toggle Bolts: All-steel springhead type.
 - 7. Hanger Rods: Threaded steel.

PART 3 - EXECUTION

3.1 APPLICATION

- A. Comply with NECA 1 and NECA 101 for application of hangers and supports for electrical equipment and systems except if requirements in this Section are stricter.
- B. Maximum Support Spacing and Minimum Hanger Rod Size for Raceway: Space supports for EMT, IMC, and RMC as required by NFPA 70. Minimum rod size shall be 1/4 inch in diameter.
- C. Spring-steel clamps designed for supporting single conduits without bolts may be used for 1-1/2-inch and smaller raceways serving branch circuits and communication systems above suspended ceilings and for fastening raceways to trapeze supports.

3.2 SUPPORT INSTALLATION

- A. Comply with NECA 1 and NECA 101 for installation requirements except as specified in this Article.
- B. Raceway Support Methods: In addition to methods described in NECA 1, EMT, IMC, and RMC may be supported by openings through structure members, as permitted in NFPA 70.
- C. Strength of Support Assemblies: Where not indicated, select sizes of components so strength will be adequate to carry present and future static loads within specified loading limits. Minimum static design load used for strength determination shall be weight of supported components plus 200 lb.

- D. Mounting and Anchorage of Surface-Mounted Equipment and Components: Anchor and fasten electrical items and their supports to building structural elements by the following methods unless otherwise indicated by code:
1. To Wood: Fasten with lag screws or through bolts.
 2. To New Concrete: Bolt to concrete inserts.
 3. To Masonry: Approved toggle-type bolts on hollow masonry units and expansion anchor fasteners on solid masonry units.
 4. To Existing Concrete: Expansion anchor fasteners.
 5. Instead of expansion anchors, powder-actuated driven threaded studs provided with lock washers and nuts may be used in existing standard-weight concrete 4 inches thick or greater. Do not use for anchorage to lightweight-aggregate concrete or for slabs less than 4 inches thick.
 6. To Steel: Beam clamps (MSS Type 19, 21, 23, 25, or 27) complying with MSS SP-69.
 7. To Light Steel: Sheet metal screws.
 8. Items Mounted on Hollow Walls and Nonstructural Building Surfaces: Mount cabinets, panelboards, disconnect switches, control enclosures, pull and junction boxes, transformers, and other devices on slotted-channel racks attached to substrate.
- E. Drill holes for expansion anchors in concrete at locations and to depths that avoid reinforcing bars.

3.3 CONCRETE BASES

- A. Construct concrete bases of dimensions indicated but not less than 4 inches larger in both directions than supported unit, and so anchors will be a minimum of 10 bolt diameters from edge of the base.
- B. Use 3000-psi, 28-day compressive-strength concrete. Concrete materials, reinforcement, and placement requirements.
- C. Anchor equipment to concrete base.
1. Place and secure anchorage devices. Use supported equipment manufacturer's setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
 2. Install anchor bolts to elevations required for proper attachment to supported equipment.
 3. Install anchor bolts according to anchor-bolt manufacturer's written instructions.

END OF SECTION 260529

SECTION 260533 - RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Metal conduits, tubing, and fittings.
2. Nonmetal conduits, tubing, and fittings.
3. Boxes, enclosures, and cabinets.
4. Handholes and boxes for exterior underground cabling.

1.2 ACTION SUBMITTALS

- A. Product Data: For surface raceways, wireways and fittings, floor boxes, hinged-cover enclosures, and cabinets.
- B. Shop Drawings: For custom enclosures and cabinets. Include plans, elevations, sections, and attachment details.

PART 2 - PRODUCTS

2.1 METAL CONDUITS, TUBING, AND FITTINGS

- A. Listing and Labeling: Metal conduits, tubing, and fittings shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. GRC: Comply with ANSI C80.1 and UL 6.
- C. IMC: Comply with ANSI C80.6 and UL 1242.
- D. EMT: Comply with ANSI C80.3 and UL 797.
- E. FMC: Comply with UL 1; zinc-coated steel.
- F. LFMC: Flexible steel conduit with PVC jacket and complying with UL 360.
- G. Fittings for Metal Conduit: Comply with NEMA FB 1 and UL 514B.
 1. Fittings for EMT:
 - a. Material: Die cast.
 - b. Type: Setscrew.

- H. Joint Compound for IMC, GRC, or ARC: Approved, as defined in NFPA 70, by authorities having jurisdiction for use in conduit assemblies, and compounded for use to lubricate and protect threaded conduit joints from corrosion and to enhance their conductivity.

2.2 NONMETALLIC CONDUITS, TUBING, AND FITTINGS

- A. Listing and Labeling: Nonmetallic conduits, tubing, and fittings shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. RNC: Type EPC-40-PVC, complying with NEMA TC 2 and UL 651 unless otherwise indicated.
- C. LFNC: Comply with UL 1660.
- D. Fittings for ENT and RNC: Comply with NEMA TC 3; match to conduit or tubing type and material.
- E. Fittings for LFNC: Comply with UL 514B.
- F. Solvent cements and adhesive primers shall have a VOC content of 510 and 550 g/L or less, respectively, when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

2.3 BOXES, ENCLOSURES, AND CABINETS

- A. General Requirements for Boxes, Enclosures, and Cabinets: Boxes, enclosures, and cabinets installed in wet locations shall be listed for use in wet locations.
- B. Sheet Metal Outlet and Device Boxes: Comply with NEMA OS 1 and UL 514A.
- C. Cast-Metal Outlet and Device Boxes: Comply with NEMA FB 1, ferrous alloy, Type FD, with gasketed cover.
- D. Luminaire Outlet Boxes: Nonadjustable, designed for attachment of luminaire weighing 50 lb. Outlet boxes designed for attachment of luminaires weighing more than 50 lb shall be listed and marked for the maximum allowable weight.
- E. Small Sheet Metal Pull and Junction Boxes: NEMA OS 1.
- F. Cast-Metal Access, Pull, and Junction Boxes: Comply with NEMA FB 1 and UL 1773, cast aluminum with gasketed cover.
- G. Box extensions used to accommodate new building finishes shall be of same material as recessed box.
- H. Device Box Dimensions: 4 inches square by 2-1/8 inches deep.
- I. Gangable boxes are prohibited.
- J. Metal Floor Boxes:

1. Material: Cast metal
2. Type: Fully adjustable
3. Shape: Rectangular
4. Listing and Labeling: Metal floor boxes shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

K. Nonmetallic Floor Boxes: Nonadjustable

1. Listing and labeling: Nonmetallic floor boxes shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

2.4 HANDHOLES AND BOXES FOR EXTERIOR UNDERGROUND WIRING

A. General Requirements for Handholes and Boxes:

1. Boxes and handholes for use in underground systems shall be designed and identified as defined in NFPA 70, for intended location and application.
2. Boxes installed in wet areas shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

B. Polymer-Concrete Handholes and Boxes with Polymer-Concrete Cover: Molded of sand and aggregate, bound together with polymer resin, and reinforced with steel, fiberglass, or a combination of the two.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Armorcast Products Company.
 - b. Carson Industries LLC.
 - c. NewBasis.
 - d. Oldcastle Precast, Inc.
 - e. Quazite: Hubbell Power System, Inc.
 - f. Synertech Moulded Products.
2. Standard: Comply with SCTE 77.
3. Configuration: Designed for flush burial with open bottom unless otherwise indicated.
4. Cover: Weatherproof, secured by tamper-resistant locking devices and having structural load rating consistent with enclosure and handhole location.
5. Cover Finish: Nonskid finish shall have a minimum coefficient of friction of 0.50.
6. Cover Legend: Molded lettering, "TELEPHONE."
7. Conduit Entrance Provisions: Conduit-terminating fittings shall mate with entering ducts for secure, fixed installation in enclosure wall.
8. Handholes 12 Inches Wide by 24 Inches Long and Larger: Have inserts for cable racks and pulling-in irons installed before concrete is poured.

2.5 SOURCE QUALITY CONTROL FOR UNDERGROUND ENCLOSURES

- A. Handhole and Pull-Box Prototype Test: Test prototypes of handholes and boxes for compliance with SCTE 77. Strength tests shall be for specified tier ratings of products supplied.

1. Tests of materials shall be performed by an independent testing agency.
2. Strength tests of complete boxes and covers shall be by either an independent testing agency or manufacturer. A qualified registered professional engineer shall certify tests by manufacturer.
3. Testing machine pressure gages shall have current calibration certification complying with ISO 9000 and ISO 10012 and traceable to NIST standards.

PART 3 - EXECUTION

3.1 RACEWAY APPLICATION

- A. Outdoors: Apply raceway products as specified below unless otherwise indicated:
 1. Exposed Conduit: GRC.
 2. Concealed Conduit, Aboveground: GRC.
 3. Underground Conduit: RNC, Type EPC-40-PVC.
 4. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): LFMC.
 5. Boxes and Enclosures, Aboveground: NEMA 250, Type 3R.
- B. Indoors: Apply raceway products as specified below unless otherwise indicated:
 1. Exposed, Not Subject to Physical Damage: EMT.
 2. Concealed in Ceilings and Interior Walls and Partitions: EMT.
 3. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): FMC, except use LFMC in damp or wet locations.
 4. Damp or Wet Locations: GRC.
 5. Boxes and Enclosures: NEMA 250, Type 1, except use NEMA 250, Type 4 stainless steel in institutional and commercial kitchens and damp or wet locations.
- C. Minimum Raceway Size: 3/4-inch trade size.
- D. Raceway Fittings: Compatible with raceways and suitable for use and location.
 1. Rigid and Intermediate Steel Conduit: Use threaded rigid steel conduit fittings unless otherwise indicated. Comply with NEMA FB 2.10.
 2. EMT: Use setscrew, steel fittings. Comply with NEMA FB 2.10.
 3. Flexible Conduit: Use only fittings listed for use with flexible conduit. Comply with NEMA FB 2.20.
- E. Install nonferrous conduit or tubing for circuits operating above 60 Hz. Where aluminum raceways are installed for such circuits and pass through concrete, install in nonmetallic sleeve.
- F. Do not install aluminum conduits, boxes, or fittings in contact with concrete or earth.
- G. Install surface raceways only where indicated on Drawings.
- H. Do not install nonmetallic conduit where ambient temperature exceeds 120 deg F.

3.2 INSTALLATION

- A. Comply with NECA 1 and NECA 101 for installation requirements except where requirements on Drawings or in this article are stricter. Comply with NECA 102 for aluminum conduits. Comply with NFPA 70 limitations for types of raceways allowed in specific occupancies and number of floors.
- B. Keep raceways at least 6 inches away from parallel runs of flues and steam or hot-water pipes. Install horizontal raceway runs above water and steam piping.
- C. Complete raceway installation before starting conductor installation.
- D. Comply with requirements in Section 260529 "Hangers and Supports for Electrical Systems" for hangers and supports.
- E. Arrange stub-ups so curved portions of bends are not visible above finished slab.
- F. Install no more than the equivalent of three 90-degree bends in any conduit run except for control wiring conduits, for which fewer bends are allowed. Support within 12 inches of changes in direction.
- G. Conceal conduit and EMT within finished walls, ceilings, and floors unless otherwise indicated. Install conduits parallel or perpendicular to building lines.
- H. Support conduit within 12 inches of enclosures to which attached.
- I. Raceways Embedded in Slabs:
 - 1. Run conduit larger than 1-inch trade size, parallel or at right angles to main reinforcement. Where at right angles to reinforcement, place conduit close to slab support. Secure raceways to reinforcement at maximum 10-foot intervals.
 - 2. Arrange raceways to cross building expansion joints at right angles with expansion fittings.
 - 3. Arrange raceways to keep a minimum of 2 inches of concrete cover in all directions.
 - 4. Do not embed threadless fittings in concrete unless specifically approved by Architect for each specific location.
 - 5. Change from ENT to GRC before rising above floor.
- J. Stub-ups to Above Recessed Ceilings:
 - 1. Use EMT, IMC, or RMC for raceways.
 - 2. Use a conduit bushing or insulated fitting to terminate stub-ups not terminated in hubs or in an enclosure.
- K. Threaded Conduit Joints, Exposed to Wet, Damp, Corrosive, or Outdoor Conditions: Apply listed compound to threads of raceway and fittings before making up joints. Follow compound manufacturer's written instructions.
- L. Coat field-cut threads on PVC-coated raceway with a corrosion-preventing conductive compound prior to assembly.

- M. Raceway Terminations at Locations Subject to Moisture or Vibration: Use insulating bushings to protect conductors including conductors smaller than No. 4 AWG.
- N. Terminate threaded conduits into threaded hubs or with locknuts on inside and outside of boxes or cabinets. Install bushings on conduits up to 1-1/4-inch trade size and insulated throat metal bushings on 1-1/2-inch trade size and larger conduits terminated with locknuts. Install insulated throat metal grounding bushings on service conduits.
- O. Install raceways square to the enclosure and terminate at enclosures with locknuts. Install locknuts hand tight plus 1/4 turn more.
- P. Do not rely on locknuts to penetrate nonconductive coatings on enclosures. Remove coatings in the locknut area prior to assembling conduit to enclosure to assure a continuous ground path.
- Q. Cut conduit perpendicular to the length. For conduits 2-inch trade size and larger, use roll cutter or a guide to make cut straight and perpendicular to the length.
- R. Install pull wires in empty raceways. Use polypropylene or monofilament plastic line with not less than 200-lb tensile strength. Leave at least 12 inches of slack at each end of pull wire. Cap underground raceways designated as spare above grade alongside raceways in use.
- S. Surface Raceways:
 - 1. Install surface raceway with a minimum 2-inch radius control at bend points.
 - 2. Secure surface raceway with screws or other anchor-type devices at intervals not exceeding 48 inches and with no less than two supports per straight raceway section. Support surface raceway according to manufacturer's written instructions. Tape and glue are not acceptable support methods.
- T. Install raceway sealing fittings at accessible locations according to NFPA 70 and fill them with listed sealing compound. For concealed raceways, install each fitting in a flush steel box with a blank cover plate having a finish similar to that of adjacent plates or surfaces. Install raceway sealing fittings according to NFPA 70.
- U. Install devices to seal raceway interiors at accessible locations. Locate seals so no fittings or boxes are between the seal and the following changes of environments. Seal the interior of all raceways at the following points:
 - 1. Where conduits pass from warm to cold locations, such as boundaries of refrigerated spaces.
 - 2. Where an underground service raceway enters a building or structure.
 - 3. Where otherwise required by NFPA 70.
- V. Comply with manufacturer's written instructions for solvent welding RNC and fittings.
- W. Expansion-Joint Fittings:
 - 1. Install in each run of aboveground RNC that is located where environmental temperature change may exceed 30 deg F and that has straight-run length that exceeds 25 feet. Install in each run of aboveground RMC and EMT conduit that is located where environmental temperature change may exceed 100 deg F and that has straight-run length that exceeds 100 feet.

2. Install type and quantity of fittings that accommodate temperature change listed for each of the following locations:
 - a. Outdoor Locations Not Exposed to Direct Sunlight: 125 deg F temperature change.
 - b. Outdoor Locations Exposed to Direct Sunlight: 155 deg F temperature change.
 - c. Indoor Spaces Connected with Outdoors without Physical Separation: 125 deg F temperature change.
 - d. Attics: 135 deg F temperature change.
 3. Install fitting(s) that provide expansion and contraction for at least 0.00041 inch per foot of length of straight run per deg F of temperature change for PVC conduits. Install fitting(s) that provide expansion and contraction for at least 0.000078 inch per foot of length of straight run per deg F of temperature change for metal conduits.
 4. Install expansion fittings at all locations where conduits cross building or structure expansion joints.
 5. Install each expansion-joint fitting with position, mounting, and piston setting selected according to manufacturer's written instructions for conditions at specific location at time of installation. Install conduit supports to allow for expansion movement.
- X. Flexible Conduit Connections: Comply with NEMA RV 3. Use a maximum of 72 inches of flexible conduit for recessed and semirecessed luminaires, equipment subject to vibration, noise transmission, or movement; and for transformers and motors.
1. Use LFMC in damp or wet locations subject to severe physical damage.
 2. Use LFMC or LFNC in damp or wet locations not subject to severe physical damage.
- Y. Mount boxes at heights indicated on Drawings. If mounting heights of boxes are not individually indicated, give priority to ADA requirements. Install boxes with height measured to center of box unless otherwise indicated.
- Z. Recessed Boxes in Masonry Walls: Saw-cut opening for box in center of cell of masonry block and install box flush with surface of wall. Prepare block surfaces to provide a flat surface for a raintight connection between box and cover plate or supported equipment and box.
- AA. Horizontally separate boxes mounted on opposite sides of walls, so they are not in the same vertical channel.
- BB. Locate boxes so that cover or plate will not span different building finishes.
- CC. Support boxes of three gangs or more from more than one side by spanning two framing members or mounting on brackets specifically designed for the purpose.
- DD. Fasten junction and pull boxes to or support from building structure. Do not support boxes by conduits.
- 3.3 INSTALLATION OF UNDERGROUND CONDUIT
- A. Direct-Buried Conduit:

1. Excavate trench bottom to provide firm and uniform support for conduit. Prepare trench bottom for pipe less than 6 inches in nominal diameter.
2. Install backfill.
3. After installing conduit, backfill and compact. Start at tie-in point, and work toward end of conduit run, leaving conduit at end of run free to move with expansion and contraction as temperature changes during this process. Firmly hand tamp backfill around conduit to provide maximum supporting strength. After placing controlled backfill to within 12 inches of finished grade, make final conduit connection at end of run and complete backfilling with normal compaction as specified in Section 312000 "Earth Moving."
4. Install manufactured duct elbows for stub-ups at poles and equipment and at building entrances through floor unless otherwise indicated. Encase elbows for stub-up ducts throughout length of elbow.
5. Install manufactured rigid steel conduit elbows for stub-ups at poles and equipment and at building entrances through floor.
 - a. Couple steel conduits to ducts with adapters designed for this purpose and encase coupling with 3 inches of concrete for a minimum of 12 inches on each side of the coupling.
 - b. For stub-ups at equipment mounted on outdoor concrete bases and where conduits penetrate building foundations, extend steel conduit horizontally a minimum of 60 inches from edge of foundation or equipment base. Install insulated grounding bushings on terminations at equipment.
6. Underground Warning Tape: Comply with requirements in Section 260553 "Identification for Electrical Systems."

3.4 INSTALLATION OF UNDERGROUND HANDHOLES AND BOXES

- A. Install handholes and boxes level and plumb and with orientation and depth coordinated with connecting conduits to minimize bends and deflections required for proper entrances.
- B. Unless otherwise indicated, support units on a level bed of crushed stone or gravel, graded from 1/2-inch sieve to No. 4 sieve and compacted to same density as adjacent undisturbed earth.
- C. Elevation: In paved areas, set so cover surface will be flush with finished grade. Set covers of other enclosures 1 inch above finished grade.
- D. Install handholes with bottom below frost line, 24 inches below grade.
- E. Install removable hardware, including pulling eyes, cable stanchions, cable arms, and insulators, as required for installation and support of cables and conductors and as indicated. Select arm lengths to be long enough to provide spare space for future cables but short enough to preserve adequate working clearances in enclosure.
- F. Field-cut openings for conduits according to enclosure manufacturer's written instructions. Cut wall of enclosure with a tool designed for material to be cut. Size holes for terminating fittings to be used, and seal around penetrations after fittings are installed.

3.5 SLEEVE AND SLEEVE-SEAL INSTALLATION FOR ELECTRICAL PENETRATIONS

- A. Install sleeves and sleeve seals at penetrations of exterior floor and wall assemblies. Comply with requirements in Section 260544 "Sleeves and Sleeve Seals for Electrical Raceways and Cabling."

3.6 FIRESTOPPING

- A. Install firestopping at penetrations of fire-rated floor and wall assemblies. Comply with requirements in Section 078413 "Penetration Firestopping."

3.7 PROTECTION

- A. Protect coatings, finishes, and cabinets from damage and deterioration.
 - 1. Repair damage to galvanized finishes with zinc-rich paint recommended by manufacturer.
 - 2. Repair damage to PVC coatings or paint finishes with matching touchup coating recommended by manufacturer.

END OF SECTION 260533

SECTION 260553 - IDENTIFICATION FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Identification for raceways.
2. Identification of power and control cables.
3. Identification for conductors.
4. Underground-line warning tape.
5. Warning labels and signs.
6. Instruction signs.
7. Equipment identification labels.

1.2 QUALITY ASSURANCE

- A. Comply with ANSI A13.1 and IEEE C2.
- B. Comply with NFPA 70.
- C. Comply with 29 CFR 1910.144 and 29 CFR 1910.145.
- D. Comply with ANSI Z535.4 for safety signs and labels.
- E. Adhesive-attached labeling materials, including label stocks, laminating adhesives, and inks used by label printers, shall comply with UL 969.

1.3 COORDINATION

- A. Coordinate identification names, abbreviations, colors, and other features with requirements in other Sections requiring identification applications, Drawings, Shop Drawings, manufacturer's wiring diagrams, and the Operation and Maintenance Manual; and with those required by codes, standards, and 29 CFR 1910.145. Use consistent designations throughout Project.
- B. Coordinate installation of identifying devices with completion of covering and painting of surfaces where devices are to be applied.
- C. Coordinate installation of identifying devices with location of access panels and doors.
- D. Install identifying devices before installing acoustical ceilings and similar concealment.

PART 2 - PRODUCTS

2.1 POWER AND CONTROL RACEWAY IDENTIFICATION MATERIALS

- A. Comply with ANSI A13.1 for minimum size of letters for legend and for minimum length of color field for each raceway size.
- B. Colors for Raceways Carrying Circuits at 600 V or Less:
 - 1. Black letters on an orange field.
 - 2. Legend: Indicate voltage and system or service type.
- C. Vinyl Labels for Raceways Carrying Circuits at 600 V or Less: Preprinted, flexible label laminated with a clear, weather- and chemical-resistant coating and matching wraparound clear adhesive tape for securing ends of legend label.
- D. Snap-Around, Color-Coding Bands for Raceways Carrying Circuits at 600 V or Less: Slit, pretensioned, flexible, solid-colored acrylic sleeve, 2 inches long, with diameter sized to suit diameter of raceway or cable it identifies and to stay in place by gripping action.
- E. Metal Tags: Brass or aluminum, 2 by 2 by 0.05 inch, with stamped legend, punched for use with self-locking cable tie fastener.

2.2 ARMORED AND METAL-CLAD CABLE IDENTIFICATION MATERIALS

- A. Comply with ANSI A13.1 for minimum size of letters for legend and for minimum length of color field for each cable size.
- B. Colors for Cables Carrying Circuits at 600 V and Less:
 - 1. Black letters on an orange field.
 - 2. Legend: Indicate voltage and system or service type.
- C. Vinyl Labels: Preprinted, flexible label laminated with a clear, weather- and chemical-resistant coating and matching wraparound clear adhesive tape for securing ends of legend label.

2.3 POWER AND CONTROL CABLE IDENTIFICATION MATERIALS

- A. Comply with ANSI A13.1 for minimum size of letters for legend and for minimum length of color field for each cable size.
- B. Vinyl Labels: Preprinted, flexible label laminated with a clear, weather- and chemical-resistant coating and matching wraparound clear adhesive tape for securing ends of legend label.
- C. Self-Adhesive, Self-Laminating Polyester Labels: Preprinted, 3-mil- thick flexible label with acrylic pressure-sensitive adhesive that provides a clear, weather- and chemical-resistant, self-laminating, protective shield over the legend. Labels sized to fit the cable diameter such that the clear shield overlaps the entire printed legend.

- D. Metal Tags: Brass or aluminum, 2 by 2 by 0.05 inch, with stamped legend, punched for use with self-locking cable tie fastener.
- E. Write-On Tags: Polyester tag, 0.015 inch thick, with corrosion-resistant grommet and cable tie for attachment to conductor or cable.
 - 1. Marker for Tags: Machine-printed, permanent, waterproof, black ink marker recommended by printer manufacturer.
- F. Snap-Around, Color-Coding Bands: Slit, pretensioned, flexible, solid-colored acrylic sleeve, 2 inches long, with diameter sized to suit diameter of cable it identifies and to stay in place by gripping action.

2.4 CONDUCTOR IDENTIFICATION MATERIALS

- A. Color-Coding Conductor Tape: Colored, self-adhesive vinyl tape not less than 3 mils thick by 1 to 2 inches wide.
- B. Snap-Around, Color-Coding Bands: Slit, pretensioned, flexible, solid-colored acrylic sleeve with diameter sized to suit diameter of conductor it identifies and to stay in place by gripping action.
- C. Write-On Tags: Polyester tag, 0.015 inch thick, with corrosion-resistant grommet and cable tie for attachment to conductor or cable.
 - 1. Labels for Tags: Self-adhesive label, machine-printed with permanent, waterproof, black ink recommended by printer manufacturer, sized for attachment to tag.

2.5 UNDERGROUND-LINE WARNING TAPE

- A. Tape:
 - 1. Recommended by manufacturer for the method of installation and suitable to identify and locate underground electrical and communications utility lines.
 - 2. Printing on tape shall be permanent and shall not be damaged by burial operations.
 - 3. Tape material and ink shall be chemically inert, and not subject to degrading when exposed to acids, alkalis, and other destructive substances commonly found in soils.
- B. Color and Printing:
 - 1. Comply with ANSI Z535.1 through ANSI Z535.5.
- C. Description:
 - 1. Detectable three-layer laminate, consisting of a printed pigmented polyolefin film, a solid aluminum-foil core, and a clear protective film that allows inspection of the continuity of the conductive core, bright-colored, continuous-printed on one side with the inscription of the utility, compounded for direct-burial service.
 - 2. Overall Thickness: 5 mils.
 - 3. Foil Core Thickness: 0.35 mil.
 - 4. Weight: 28 lb/1000 sq. ft.

5. 3-Inch Tensile According to ASTM D 882: 70 lbf, and 4600 psi.

2.6 WARNING LABELS AND SIGNS

- A. Comply with NFPA 70 and 29 CFR 1910.145.
- B. Self-Adhesive Warning Labels: Factory-printed, multicolor, pressure-sensitive adhesive labels, configured for display on front cover, door, or other access to equipment unless otherwise indicated.
- C. Warning label and sign shall include, but are not limited to, the following legends:
 1. Multiple Power Source Warning: "DANGER - ELECTRICAL SHOCK HAZARD - EQUIPMENT HAS MULTIPLE POWER SOURCES."
 2. Workspace Clearance Warning: "WARNING - OSHA REGULATION - AREA IN FRONT OF ELECTRICAL EQUIPMENT MUST BE KEPT CLEAR FOR 36 INCHES."

2.7 INSTRUCTION SIGNS

- A. Engraved, laminated acrylic or melamine plastic, minimum 1/16 inch thick for signs up to 20 sq. inches and 1/8 inch thick for larger sizes.
 1. Engraved legend with black letters on white face.
 2. Punched or drilled for mechanical fasteners.
 3. Framed with mitered acrylic molding and arranged for attachment at applicable equipment.

2.8 EQUIPMENT IDENTIFICATION LABELS

- A. Self-Adhesive, Engraved, Laminated Acrylic or Melamine Label: Adhesive backed, with white letters on a dark-gray background. Minimum letter height shall be 3/8 inch.
- B. Engraved, Laminated Acrylic or Melamine Label: Punched or drilled for screw mounting. White letters on a dark-gray background. Minimum letter height shall be 3/8 inch.
- C. Stenciled Legend: In nonfading, waterproof, black ink or paint. Minimum letter height shall be 1 inch.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Verify identity of each item before installing identification products.
- B. Location: Install identification materials and devices at locations for most convenient viewing without interference with operation and maintenance of equipment.

- C. Apply identification devices to surfaces that require finish after completing finish work.
- D. Self-Adhesive Identification Products: Clean surfaces before application, using materials and methods recommended by manufacturer of identification device.
- E. Attach signs and plastic labels that are not self-adhesive type with mechanical fasteners appropriate to the location and substrate.
- F. Attach plastic raceway and cable labels that are not self-adhesive type with clear vinyl tape with adhesive appropriate to the location and substrate.
- G. System Identification Color-Coding Bands for Raceways and Cables: Each color-coding band shall completely encircle cable or conduit. Place adjacent bands of two-color markings in contact, side by side. Locate bands at changes in direction, at penetrations of walls and floors, at 50-foot maximum intervals in straight runs, and at 25-foot maximum intervals in congested areas.
- H. Aluminum Wraparound Marker Labels and Metal Tags: Secure tight to surface of conductor or cable at a location with high visibility and accessibility.
- I. Underground-Line Warning Tape: During backfilling of trenches install continuous underground-line warning tape directly above line at 6 to 8 inches below finished grade. Use multiple tapes where width of multiple lines installed in a common trench exceeds 16 inches overall.

3.2 IDENTIFICATION SCHEDULE

- A. Accessible Raceways and Metal-Clad Cables, 600 V or Less, for Service, Feeder, and Branch Circuits More Than 30 A, and 120 V to ground: Identify with self-adhesive vinyl label. Install labels at 30-foot maximum intervals.
- B. Accessible Raceways and Cables within Buildings: Identify the covers of each junction and pull box of the following systems with self-adhesive vinyl labels with the wiring system legend and system voltage. System legends shall be as follows:
 - 1. Emergency Power.
 - 2. Power.
- C. Power-Circuit Conductor Identification, 600 V or Less: For conductors in vaults, pull and junction boxes, manholes, and handholes, use color-coding conductor tape to identify the phase.
 - 1. Color-Coding for Phase and Voltage Level Identification, 600 V or Less: Use colors listed below for ungrounded service feeder and branch-circuit conductors.
 - a. Color shall be factory applied or field applied for sizes larger than No. 8 AWG, if authorities having jurisdiction permit.
 - b. Colors for 208/120-V Circuits:
 - 1) Phase A: Black.
 - 2) Phase B: Red.
 - 3) Phase C: Blue.

- c. Colors for 480/277-V Circuits:
 - 1) Phase A: Brown.
 - 2) Phase B: Orange.
 - 3) Phase C: Yellow.

- d. Field-Applied, Color-Coding Conductor Tape: Apply in half-lapped turns for a minimum distance of 6 inches from terminal points and in boxes where splices or taps are made. Apply last two turns of tape with no tension to prevent possible unwinding. Locate bands to avoid obscuring factory cable markings.

- D. Install instructional sign including the color-code for grounded and ungrounded conductors using adhesive-film-type labels.

- E. Control-Circuit Conductor Identification: For conductors and cables in pull and junction boxes, manholes, and handholes, use self-adhesive, self-laminating polyester labels with the conductor or cable designation, origin, and destination.

- F. Control-Circuit Conductor Termination Identification: For identification at terminations provide self-adhesive, self-laminating polyester labels with the conductor designation.

- G. Conductors to Be Extended in the Future: Attach write-on tags to conductors and list source.

- H. Auxiliary Electrical Systems Conductor Identification: Identify field-installed alarm, control, and signal connections.
 - 1. Identify conductors, cables, and terminals in enclosures and at junctions, terminals, and pull points. Identify by system and circuit designation.
 - 2. Use system of marker tape designations that is uniform and consistent with system used by manufacturer for factory-installed connections.
 - 3. Coordinate identification with Project Drawings, manufacturer's wiring diagrams, and the Operation and Maintenance Manual.

- I. Locations of Underground Lines: Identify with underground-line warning tape for power, lighting, communication, and control wiring and optical fiber cable.
 - 1. Limit use of underground-line warning tape to direct-buried cables.
 - 2. Install underground-line warning tape for both direct-buried cables and cables in raceway.

- J. Warning Labels for Indoor Cabinets, Boxes, and Enclosures for Power and Lighting: Self-adhesive warning labels.
 - 1. Comply with 29 CFR 1910.145.
 - 2. Identify system voltage with black letters on an orange background.
 - 3. Apply to exterior of door, cover, or other access.
 - 4. For equipment with multiple power or control sources, apply to door or cover of equipment including, but not limited to, the following:
 - a. Power transfer switches.
 - b. Controls with external control power connections.

- K. Operating Instruction Signs: Install instruction signs to facilitate proper operation and maintenance of electrical systems and items to which they connect. Install instruction signs with approved legend where instructions are needed for system or equipment operation.
- L. Emergency Operating Instruction Signs: Install instruction signs with white legend on a red background with minimum 3/8-inch- high letters for emergency instructions at equipment used for power transfer.
- M. Equipment Identification Labels: On each unit of equipment, install unique designation label that is consistent with wiring diagrams, schedules, and the Operation and Maintenance Manual. Apply labels to disconnect switches and protection equipment, central or master units, control panels, control stations, terminal cabinets, and racks of each system. Systems include power, lighting, control, communication, signal, monitoring, and alarm systems unless equipment is provided with its own identification.
 - 1. Labeling Instructions:
 - a. Indoor Equipment: Self-adhesive, engraved, laminated acrylic or melamine label. Unless otherwise indicated, provide a single line of text with 1/2-inch- high letters on 1-1/2-inch- high label; where two lines of text are required, use labels 2 inches high.
 - b. Outdoor Equipment: Engraved, laminated acrylic or melamine label Stenciled legend 4 inches high.
 - c. Elevated Components: Increase sizes of labels and letters to those appropriate for viewing from the floor.
 - d. Unless provided with self-adhesive means of attachment, fasten labels with appropriate mechanical fasteners that do not change the NEMA or NRTL rating of the enclosure.
 - 2. Equipment to Be Labeled:
 - a. Panelboards: Typewritten directory of circuits in the location provided by panelboard manufacturer. Panelboard identification shall be self-adhesive, engraved, laminated acrylic or melamine label.
 - b. Enclosures and electrical cabinets.
 - c. Access doors and panels for concealed electrical items.
 - d. Switchboards.
 - e. Transformers: Label that includes tag designation shown on Drawings for the transformer, feeder, and panelboards or equipment supplied by the secondary.
 - f. Emergency system boxes and enclosures.
 - g. Enclosed switches.
 - h. Enclosed circuit breakers.
 - i. Variable-speed controllers.
 - j. Power transfer equipment.
 - k. Power-generating units.
 - l. Light control panels.

END OF SECTION 260553

SECTION 262726 - WIRING DEVICES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Receptacles, receptacles with integral GFCI, and associated device plates.
2. Twist-locking receptacles.
3. Weather-resistant receptacles.
4. Snap switches and wall-box dimmers.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings: List of legends and description of materials and process used for premarking wall plates.

1.3 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For wiring devices to include in all manufacturers' packing-label warnings and instruction manuals that include labeling conditions.

PART 2 - PRODUCTS

2.1 GENERAL WIRING-DEVICE REQUIREMENTS

- A. Wiring Devices, Components, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Comply with NFPA 70.

2.2 STRAIGHT-BLADE RECEPTACLES

- A. Convenience Receptacles, 125 V, 20 A: Comply with NEMA WD 1, NEMA WD 6 Configuration 5-20R, UL 498, and FS W-C-596.
 1. Products: Subject to compliance with requirements, provide one of the following:
 - a. Cooper; 5351 (single), CR5362 (duplex).
 - b. Hubbell; HBL5351 (single), HBL5352 (duplex).

- c. Leviton; 5891 (single), 5352 (duplex).
- d. Pass & Seymour; 5361 (single), 5362 (duplex).

2.3 GFCI RECEPTACLES

A. General Description:

- 1. Straight blade, feed-through type.
- 2. Comply with NEMA WD 1, NEMA WD 6, UL 498, UL 943 Class A, and FS W-C-596.
- 3. Include indicator light that shows when the GFCI has malfunctioned and no longer provides proper GFCI protection.

B. Duplex GFCI Convenience Receptacles, 125 V, 20 A:

- 1. Products: Subject to compliance with requirements, provide one of the following:
 - a. Cooper; VGF20.
 - b. Hubbell; GFR5352L.
 - c. Pass & Seymour; 2095.
 - d. Leviton; 7590.

2.4 HAZARDOUS (CLASSIFIED) LOCATION RECEPTACLES

A. Available Wiring Devices for Hazardous (Classified) Locations: Comply with NEMA FB 11 and UL 1010.

- 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Cooper Crouse-Hinds.
 - b. EGS/Appleton Electric.
 - c. Killark; Division of Hubbell Inc.

2.5 TWIST-LOCKING RECEPTACLES

A. Single Convenience Receptacles, 125 V, 20 A: Comply with NEMA WD 1, NEMA WD 6 Configuration L5-20R, and UL 498.

- 1. Products: Subject to compliance with requirements, provide one of the following:
 - a. Cooper; CWL520R.
 - b. Hubbell; HBL2310.
 - c. Leviton; 2310.
 - d. Pass & Seymour; L520-R.

2.6 TOGGLE SWITCHES

A. Comply with NEMA WD 1, UL 20, and FS W-S-896.

B. Switches, 120/277 V, 20 A:

1. Products: Subject to compliance with requirements, provide one of the following:

1) Single Pole:

- a) Cooper; AH1221.
- b) Hubbell; HBL1221.
- c) Leviton; 1221-2.
- d) Pass & Seymour; CSB20AC1.

2) Two Pole:

- a) Cooper; AH1222.
- b) Hubbell; HBL1222.
- c) Leviton; 1222-2.
- d) Pass & Seymour; CSB20AC2.

3) Three Way:

- a) Cooper; AH1223.
- b) Hubbell; HBL1223.
- c) Leviton; 1223-2.
- d) Pass & Seymour; CSB20AC3.

4) Four Way:

- a) Cooper; AH1224.
- b) Hubbell; HBL1224.
- c) Leviton; 1224-2.
- d) Pass & Seymour; CSB20AC4.

C. Pilot-Light Switches, 20 A:

1. Products: Subject to compliance with requirements, provide one of the following:

- a. Cooper; AH1221PL for 120 and 277 V.
- b. Hubbell; HBL1201PL for 120 and 277 V.
- c. Leviton; 1221-LH1.
- d. Pass & Seymour; PS20AC1RPL for 120 V, PS20AC1RPL7 for 277 V.

2. Description: Single pole, with neon-lighted handle, illuminated when switch is "off."

2.7 WALL-BOX DIMMERS

A. Dimmer Switches: Modular, full-wave, solid-state units with integral, quiet on-off switches, with audible frequency and EMI/RFI suppression filters.

B. Control: Continuously adjustable slider; with single-pole or three-way switching. Comply with UL 1472.

- C. LED Dimmer Switches: Modular; compatible with dimmer ballasts; trim potentiometer to adjust low-end dimming; dimmer-ballast combination capable of consistent dimming with low end not greater than 20 percent of full brightness.

2.8 WALL PLATES

- A. Single and combination types shall match corresponding wiring devices.
 - 1. Plate-Securing Screws: Metal with head color to match plate finish.
 - 2. Material for Finished Spaces: 0.035-inch- thick, satin-finished, Type 302 stainless steel.
 - 3. Material for Unfinished Spaces: Galvanized steel.
 - 4. Material for Damp Locations: Thermoplastic with spring-loaded lift cover and listed and labeled for use in wet and damp locations.
- B. Wet-Location, Weatherproof Cover Plates: NEMA 250, complying with Type 3R, weather-resistant, die-cast aluminum with lockable cover.

2.9 FINISHES

- A. Device Color:
 - 1. Wiring Devices Connected to Normal Power System: As selected by Architect unless otherwise indicated or required by NFPA 70 or device listing.
 - 2. Wiring Devices Connected to Emergency Power System: Red.
- B. Wall Plate Color: For plastic covers, match device color.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Comply with NECA 1, including mounting heights listed in that standard, unless otherwise indicated.
- B. Coordination with Other Trades:
 - 1. Protect installed devices and their boxes. Do not place wall finish materials over device boxes and do not cut holes for boxes with routers that are guided by riding against outside of boxes.
 - 2. Keep outlet boxes free of plaster, drywall joint compound, mortar, cement, concrete, dust, paint, and other material that may contaminate the raceway system, conductors, and cables.
 - 3. Install device boxes in brick or block walls so that the cover plate does not cross a joint unless the joint is troweled flush with the face of the wall.
 - 4. Install wiring devices after all wall preparation, including painting, is complete.
- C. Conductors:

1. Do not strip insulation from conductors until right before they are spliced or terminated on devices.
 2. Strip insulation evenly around the conductor using tools designed for the purpose. Avoid scoring or nicking of solid wire or cutting strands from stranded wire.
 3. The length of free conductors at outlets for devices shall meet provisions of NFPA 70, Article 300, without pigtails.
 4. Existing Conductors:
 - a. Cut back and pigtail or replace all damaged conductors.
 - b. Straighten conductors that remain and remove corrosion and foreign matter.
 - c. Pigtailing existing conductors is permitted, provided the outlet box is large enough.
- D. Device Installation:
1. Replace devices that have been in temporary use during construction and that were installed before building finishing operations were complete.
 2. Keep each wiring device in its package or otherwise protected until it is time to connect conductors.
 3. Do not remove surface protection, such as plastic film and smudge covers, until the last possible moment.
 4. Connect devices to branch circuits using pigtails that are not less than 6 inches in length.
 5. When there is a choice, use side wiring with binding-head screw terminals. Wrap solid conductor tightly clockwise, two-thirds to three-fourths of the way around terminal screw.
 6. Use a torque screwdriver when a torque is recommended or required by manufacturer.
 7. When conductors larger than No. 12 AWG are installed on 15- or 20-A circuits, splice No. 12 AWG pigtails for device connections.
 8. Tighten unused terminal screws on the device.
 9. When mounting into metal boxes, remove the fiber or plastic washers used to hold device-mounting screws in yokes, allowing metal-to-metal contact.
- E. Receptacle Orientation:
1. Install ground pin of vertically mounted receptacles down, and on horizontally mounted receptacles to the right.
- F. Device Plates: Do not use oversized or extra-deep plates. Repair wall finishes and remount outlet boxes when standard device plates do not fit flush or do not cover rough wall opening.
- G. Dimmers:
1. Install dimmers within terms of their listing.
 2. Verify that dimmers used for fan speed control are listed for that application.
 3. Install unshared neutral conductors on line and load side of dimmers according to manufacturers' device listing conditions in the written instructions.
- H. Arrangement of Devices: Unless otherwise indicated, mount flush, with long dimension vertical and with grounding terminal of receptacles on top. Group adjacent switches under single, multigang wall plates.

3.2 GFCI RECEPTACLES

- A. Install non-feed-through-type GFCI receptacles where protection of downstream receptacles is not required.

3.3 IDENTIFICATION

- A. Comply with Section 260553 "Identification for Electrical Systems."
- B. Identify each receptacle with panelboard identification and circuit number. Use hot, stamped, or engraved machine printing with black-filled lettering on face of plate, and durable wire markers or tags inside outlet boxes.

END OF SECTION 262726

SECTION 262816 - ENCLOSED SWITCHES AND CIRCUIT BREAKERS

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes the following individually mounted, enclosed switches and circuit breakers:
1. Fusible switches.
 2. Nonfusible switches.
 3. Enclosures.

1.2 SUBMITTALS

- A. Product Data: For each type of enclosed switch, circuit breaker, accessory, and component indicated. Include dimensioned elevations, sections, weights, and manufacturers' technical data on features, performance, electrical characteristics, ratings, and finishes.
1. Enclosure types and details for types other than NEMA 250, Type 1.
 2. Current and voltage ratings.
 3. Short-circuit current rating.
 4. UL listing for series rating of installed devices.
 5. Features, characteristics, ratings, and factory settings of individual overcurrent protective devices and auxiliary components.
- B. Shop Drawings: Diagram power, signal, and control wiring.
- C. Field quality-control test reports including the following:
1. Test procedures used.
 2. Test results that comply with requirements.
 3. Results of failed tests and corrective action taken to achieve test results that comply with requirements.
- D. Operation and Maintenance Data: For enclosed switches and circuit breakers to include in emergency, operation, and maintenance manuals. In addition to items specified in Division 01 Section "Operation and Maintenance Data," include the following:
1. Manufacturer's written instructions for testing and adjusting enclosed switches and circuit breakers.
 2. Time-current curves, including selectable ranges for each type of circuit breaker.

1.3 QUALITY ASSURANCE

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- B. Comply with NFPA 70.

1.4 PROJECT CONDITIONS

- A. Environmental Limitations: Rate equipment for continuous operation under the following conditions, unless otherwise indicated:
 - 1. Ambient Temperature: Not less than minus 22 deg F and not exceeding 104 deg F.
 - 2. Altitude: Not exceeding 6600 feet.

1.5 COORDINATION

- A. Coordinate layout and installation of switches, circuit breakers, and components with other construction, including conduit, piping, equipment, and adjacent surfaces. Maintain required workspace clearances and required clearances for equipment access doors and panels.

PART 2 - PRODUCTS

2.1 FUSIBLE AND NONFUSIBLE SWITCHES

- A. Available Manufacturers:
 - 1. Square D/Group Schneider.
- B. Fusible Switch, 1200 A and Smaller: NEMA KS 1, Type HD, with clips or bolt pads to accommodate specified fuses, lockable handle with capability to accept two padlocks, and interlocked with cover in closed position.
- C. Nonfusible Switch, 1200 A and Smaller: NEMA KS 1, Type HD, lockable handle with capability to accept two padlocks, and interlocked with cover in closed position.
- D. Accessories:
 - 1. Equipment Ground Kit: Internally mounted and labeled for copper and aluminum ground conductors.
 - 2. Neutral Kit: Internally mounted; insulated, capable of being grounded, and bonded; and labeled for copper and aluminum neutral conductors.
 - 3. Auxiliary Contact Kit: Auxiliary set of contacts arranged to open before switch blades open.

2.2 ENCLOSURES

- A. NEMA AB 1 and NEMA KS 1 to meet environmental conditions of installed location.
 - 1. Outdoor Locations: NEMA 250, Type 3R.
 - 2. Other Wet or Damp Indoor Locations: NEMA 250, Type 4.
 - 3. Hazardous Areas Indicated on Drawings: NEMA 250, Type 7C.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine elements and surfaces to receive enclosed switches and circuit breakers for compliance with installation tolerances and other conditions affecting performance.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. Comply with applicable portions of NECA 1, NEMA PB 1.1, and NEMA PB 2.1 for installation of enclosed switches and circuit breakers.
- B. Mount individual wall-mounting switches and circuit breakers with tops at uniform height, unless otherwise indicated. Anchor floor-mounting switches to concrete base.

3.3 IDENTIFICATION

- A. Identify field-installed conductors, interconnecting wiring, and components; provide warning signs as specified in Division 26 Section "Identification for Electrical Systems."
- B. Enclosure Nameplates: Label each enclosure with engraved metal or laminated-plastic nameplate as specified in Division 26 Section "Identification for Electrical Systems."

3.4 FIELD QUALITY CONTROL

- A. Prepare for acceptance testing as follows:
 - 1. Inspect mechanical and electrical connections.
 - 2. Verify switch and relay type and labeling verification.
 - 3. Verify rating of installed fuses.
 - 4. Inspect proper installation of type, size, quantity, and arrangement of mounting or anchorage devices complying with manufacturer's certification.
- B. Perform the following field tests and inspections and prepare test reports:

1. Perform each electrical test and visual and mechanical inspection stated in NETA ATS, Section 7.5 for switches and Section 7.6 for molded-case circuit breakers. Certify compliance with test parameters.
2. Correct malfunctioning units on-site, where possible, and retest to demonstrate compliance; otherwise, replace with new units and retest.
3. Infrared Scanning:
 - a. Initial Infrared Scanning: After Substantial Completion, but not more than 60 days after Final Acceptance, perform an infrared scan of each enclosed switch and circuit breaker. Open or remove doors or panels so connections are accessible to portable scanner.
 - b. Instruments, Equipment and Reports:
 - 1) Use an infrared scanning device designed to measure temperature or to detect significant deviations from normal values. Provide calibration record for device.
 - 2) Prepare a certified report that identifies enclosed switches and circuit breakers included and describes scanning results. Include notation of deficiencies detected, remedial action taken, and observations after remedial action.

3.5 CLEANING

- A. On completion of installation, vacuum dirt and debris from interiors; do not use compressed air to assist in cleaning.
- B. Inspect exposed surfaces and repair damaged finishes.

END OF SECTION 262816

SECTION 265100 - INTERIOR LIGHTING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
1. Interior lighting fixtures, lamps, and ballasts.
 2. Emergency lighting units.
 3. Exit signs.
 4. Lighting fixture supports.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of lighting fixture, arranged in order of fixture designation. Include data on features, accessories, finishes, and the following:
1. Physical description of lighting fixture including dimensions.
 2. Emergency lighting units including battery and charger.
 3. Ballast, including BF.
 4. Energy-efficiency data.
 5. Life, output (lumens, CCT, and CRI), and energy-efficiency data for lamps.
- B. Shop Drawings: For nonstandard or custom lighting fixtures. Include plans, elevations, sections, details, and attachments to other work.
1. Detail equipment assemblies and indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.
 2. Wiring Diagrams: For power, signal, and control wiring.
- C. Installation instructions.

1.3 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For lighting equipment and fixtures to include in emergency, operation, and maintenance manuals.
1. Provide a list of all lamp types used on Project; use ANSI and manufacturers' codes.
 2. Complete schedule at end of specification.

1.4 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Plastic Diffusers and Lenses: One for every 100 of each type and rating installed. Furnish at least one of each type.
2. LED Modules: 1 for every 25 of each type and rating installed. Furnish at least one of each type.

1.5 QUALITY ASSURANCE

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Comply with NFPA 70.

1.6 COORDINATION

- A. Coordinate layout and installation of lighting fixtures and suspension system with other construction that penetrates ceilings or is supported by them, including HVAC equipment, fire-suppression system, and partition assemblies.

1.7 WARRANTY

- A. Special Warranty for Emergency Lighting Batteries: Manufacturer's standard form in which manufacturer of battery-powered emergency lighting unit agrees to repair or replace components of rechargeable batteries that fail in materials or workmanship within specified warranty period.
 1. Warranty Period for Emergency Lighting Unit Batteries: 10 years from date of Substantial Completion. Full warranty shall apply for first year, and prorated warranty for the remaining nine years.
 2. Warranty Period for Batteries: Seven years from date of Substantial Completion. Full warranty shall apply for first year, and prorated warranty for the remaining six years.
- B. Special Warranty for LEDs and Drivers: Manufacturer's standard form, made out to Owner and signed by lamp manufacturer agreeing to replace lamps that fail in materials or workmanship, f.o.b. the nearest shipping point to Project site, within specified warranty period indicated below.
 1. Warranty Period: Five years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Products: Subject to compliance with requirements, provide product indicated on Drawings.

2.2 GENERAL REQUIREMENTS FOR LIGHTING FIXTURES AND COMPONENTS

- A. Recessed Fixtures: Comply with NEMA LE 4 for ceiling compatibility for recessed fixtures.

- B. Metal Parts: Free of burrs and sharp corners and edges.
- C. Sheet Metal Components: Steel unless otherwise indicated. Form and support to prevent warping and sagging.
- D. Doors, Frames, and Other Internal Access: Smooth operating, free of light leakage under operating conditions, and designed to permit relamping without use of tools. Designed to prevent doors, frames, lenses, diffusers, and other components from falling accidentally during relamping and when secured in operating position.
- E. Diffusers and Globes:
 - 1. Acrylic Lighting Diffusers: 100 percent virgin acrylic plastic. High resistance to yellowing and other changes due to aging, exposure to heat, and UV radiation.
 - a. Lens Thickness: At least 0.125 inch minimum unless otherwise indicated.
 - b. UV stabilized.
 - 2. Glass: Annealed crystal glass unless otherwise indicated.
- F. Factory-Applied Labels: Comply with UL 1598. Include recommended lamps and ballasts. Labels shall be located where they will be readily visible to service personnel, but not seen from normal viewing angles when lamps are in place.
 - 1. Label shall include the following lamp and ballast characteristics:
 - a. "USE ONLY" and include specific lamp type.
 - b. LED information, manufacturer, wattage.
 - c. CCT and CRI for all luminaires.

2.3 EMERGENCY LED POWER UNIT

- A. Internal Type: Self-contained, modular, battery-inverter unit, factory mounted within lighting fixture body and compatible with ballast. Comply with UL 924.
 - 1. Emergency Connection: Operate LED continuously at an output of 1100 lumens each. Connect unswitched circuit to battery-inverter unit and switched circuit to fixture ballast.
 - 2. Test Push Button and Indicator Light: Visible and accessible without opening fixture or entering ceiling space.
 - a. Push Button: Push-to-test type, in unit housing, simulates loss of normal power and demonstrates unit operability.
 - b. Indicator Light: LED indicates normal power on. Normal glow indicates trickle charge; bright glow indicates charging at end of discharge cycle.
 - 3. Battery: Sealed, maintenance-free, nickel-cadmium type.
 - 4. Charger: Fully automatic, solid-state, constant-current type with sealed power transfer relay.
 - 5. Remote Test: Switch in hand-held remote device aimed in direction of tested unit initiates coded infrared signal. Signal reception by factory-installed infrared receiver in tested unit

triggers simulation of loss of its normal power supply, providing visual confirmation of either proper or failed emergency response.

2.4 LED DRIVER

- A. High efficiency.
- B. If installed outside, shall be fully encased in potting for moisture resistance.

2.5 EXIT SIGNS

- A. General Requirements for Exit Signs: Comply with UL 924; for sign colors, visibility, luminance, and lettering size, comply with authorities having jurisdiction.
- B. Internally Lighted Signs:
 - 1. Lamps for AC Operation: LEDs, 50,000 hours minimum rated lamp life.
 - 2. Self-Powered Exit Signs (Battery Type): Integral automatic charger in a self-contained power pack.
 - a. Battery: Sealed, maintenance-free, nickel-cadmium type.
 - b. Charger: Fully automatic, solid-state type with sealed transfer relay.
 - c. Operation: Relay automatically energizes lamp from battery when circuit voltage drops to 80 percent of nominal voltage or below. When normal voltage is restored, relay disconnects lamps from battery, and battery is automatically recharged and floated on charger.
 - d. Test Push Button: Push-to-test type, in unit housing, simulates loss of normal power and demonstrates unit operability.
 - e. LED Indicator Light: Indicates normal power on. Normal glow indicates trickle charge; bright glow indicates charging at end of discharge cycle.

2.6 LEDs

- A. High-brightness LEDs mounted to a metal core circuit board.
- B. Provide color temperature as noted on drawings.
- C. Provide color accuracy (CRI) 80.

2.7 LIGHTING FIXTURE SUPPORT COMPONENTS

- A. Comply with Section 260529 "Hangers and Supports for Electrical Systems" for channel- and angle-iron supports and nonmetallic channel and angle supports.
- B. Single-Stem Hangers: 1/2-inch steel tubing with swivel ball fittings and ceiling canopy. Finish same as fixture.

- C. Twin-Stem Hangers: Two, 1/2-inch steel tubes with single canopy designed to mount a single fixture. Finish same as fixture.
- D. Wires: ASTM A 641/A 641M, Class 3, soft temper, zinc-coated steel, 12 gage.
- E. Wires for Humid Spaces: ASTM A 580/A 580M, Composition 302 or 304, annealed stainless steel, 12 gage.
- F. Rod Hangers: 3/16-inch minimum diameter, cadmium-plated, threaded steel rod.
- G. Hook Hangers: Integrated assembly matched to fixture and line voltage and equipped with threaded attachment, cord, and locking-type plug.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Lighting fixtures:
 - 1. Set level, plumb, and square with ceilings and walls unless otherwise indicated.
 - 2. Install lamps in each luminaire.
- B. Temporary Lighting: If it is necessary, and approved by Architect, to use permanent luminaires for temporary lighting, install and energize the minimum number of luminaires necessary. When construction is sufficiently complete, remove the temporary luminaires, disassemble, clean thoroughly, install new lamps, and reinstall.
- C. Lay-in Ceiling Lighting Fixtures Supports: Use grid as a support element.
 - 1. Install ceiling support system rods or wires, independent of the ceiling suspension devices, for each fixture. Locate not more than 6 inches from lighting fixture corners.
 - 2. Support Clips: Fasten to lighting fixtures and to ceiling grid members at or near each fixture corner with clips that are UL listed for the application.
 - 3. Fixtures of Sizes Less Than Ceiling Grid: Install as indicated on reflected ceiling plans or center in acoustical panel, and support fixtures independently with at least two 3/4-inch metal channels spanning and secured to ceiling tees.
 - 4. Install at least one independent support rod or wire from structure to a tab on lighting fixture. Wire or rod shall have breaking strength of the weight of fixture at a safety factor of 3.
- D. Suspended Lighting Fixture Support:
 - 1. Pendants and Rods: Where longer than 48 inches, brace to limit swinging.
 - 2. Stem-Mounted, Single-Unit Fixtures: Suspend with twin-stem hangers.
 - 3. Continuous Rows: Use tubing or stem for wiring at one point and tubing or rod for suspension for each unit length of fixture chassis, including one at each end.
 - 4. Do not use grid as support for pendant luminaires. Connect support wires or rods to building structure.
- E. Air-Handling Lighting Fixtures: Install with dampers closed and ready for adjustment.

- F. Connect wiring according to Section 260519 "Low-Voltage Electrical Power Conductors and Cables."

3.2 IDENTIFICATION

- A. Install labels with panel and circuit numbers on concealed junction and outlet boxes. Comply with requirements for identification specified in Section 260553 "Identification for Electrical Systems."

3.3 FIELD QUALITY CONTROL

- A. Test for Emergency Lighting: Interrupt power supply to demonstrate proper operation. Verify transfer from normal power to battery and retransfer to normal.
- B. Prepare a written report of tests, inspections, observations, and verifications indicating and interpreting results. If adjustments are made to lighting system, retest to demonstrate compliance with standards.

3.4 ADJUSTING

- A. Occupancy Adjustments: When requested within 12 months of date of Substantial Completion, provide on-site assistance in adjusting aimable luminaires to suit actual occupied conditions. Provide up to two visits to Project during other-than-normal occupancy hours for this purpose. Some of this work may be required after dark.

END OF SECTION 265100

SECTION 280513 - CONDUCTORS AND CABLES FOR ELECTRONIC SAFETY AND SECURITY

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. RS-232 cabling.
 - 2. RS-485 cabling.
 - 3. Fire alarm wire and cable.
 - 4. Identification products.

1.2 DEFINITIONS

- A. EMI: Electromagnetic interference.
- B. IDC: Insulation displacement connector.
- C. Low Voltage: As defined in NFPA 70 for circuits and equipment operating at less than 50 V or for remote-control and signaling power-limited circuits.
- D. Open Cabling: Passing telecommunications cabling through open space (e.g., between the studs of a wall cavity).
- E. RCDD: Registered Communications Distribution Designer.

1.3 ADMINISTRATIVE REQUIREMENTS

- A. Coordinate layout and installation of electronic safety and security cabling with Owner's telecommunications and LAN equipment and service suppliers.
- B. Coordinate telecommunications outlet/connector locations with location of power receptacles at each work area.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.
 - 1. Installation data for UTP and optical-fiber cables as specified in TIA 569-C-1.
 - 2. For coaxial cable, include the following installation data for each type used:
 - a. Nominal OD.
 - b. Minimum bending radius.
 - c. Maximum pulling tension.

B. Shop Drawings:

1. System Labeling Schedules: Electronic copy of labeling schedules, in software and format selected by Owner.
2. System Labeling Schedules: Electronic copy of labeling schedules that are part of the cabling and asset identification system of the software.
3. Cabling administration drawings and printouts.
4. Wiring diagrams to show typical wiring schematics, including the following:
 - a. Cross-connects.
 - b. Patch panels.
 - c. Patch cords.
5. Cross-connects and patch panels. Detail mounting assemblies, and show elevations and physical relationship between the installed components.

1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For qualified layout technician, installation supervisor, and field inspector.
- B. Source quality-control reports.
- C. Field quality-control reports.

1.6 QUALITY ASSURANCE

- A. Testing Agency Qualifications: An NRTL.
 1. Testing Agency's Field Supervisor: Currently certified by BICSI as an RCDD to supervise on-site testing.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Test cables upon receipt at Project site.
 1. Test optical-fiber cable to determine the continuity of the strand, end to end. Use optical loss test set.
 2. Test optical-fiber cable on reels. Use an optical time domain reflectometer to verify the cable length, and locate cable defects, splices, and connector; include the loss value of each. Retain test data and include the record in maintenance data.
 3. Test each pair of UTP cable for open and short circuits.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Surface-Burning Characteristics: Comply with ASTM E 84; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.
 - 1. Flame-Spread Index: 25 or less.
 - 2. Smoke-Developed Index: 50 or less.
- B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

2.2 RS-232 CABLE

- A. Standard Cable: NFPA 70, Type CM.
 - 1. Three, No. 22 AWG, stranded (7x30) tinned copper conductors.
 - 2. Polypropylene insulation.
 - 3. Aluminum foil-polyester tape shield with 100 percent shield coverage.
 - 4. PVC jacket.
 - 5. Conductors are cabled on common axis with No. 24 AWG, stranded (7x32) tinned copper drain wire.
 - 6. Flame Resistance: Comply with UL 1581.
- B. Plenum-Rated Cable: NFPA 70, Type CMP.
 - 1. Three, No. 22 AWG, stranded (7x30) tinned copper conductors.
 - 2. PE insulation.
 - 3. Aluminum foil-polyester tape shield with 100 percent shield coverage.
 - 4. Fluorinated ethylene propylene jacket.
 - 5. Conductors are cabled on common axis with No. 24 AWG, stranded (7x32) tinned copper drain wire.
 - 6. Flame Resistance: Comply with NFPA 262.

2.3 RS-485 CABLE

- A. Standard Cable: NFPA 70, Type CM or Type CMG.
 - 1. Paired, two pairs, twisted, No. 22 AWG, stranded (7x30) tinned copper conductors.
 - 2. PVC insulation.
 - 3. Unshielded.
 - 4. PVC jacket.
 - 5. Flame Resistance: Comply with UL 1581.
- B. Plenum-Rated Cable: NFPA 70, Type CMP.
 - 1. Paired, two pairs, No. 22 AWG, stranded (7x30) tinned copper conductors.
 - 2. Fluorinated ethylene propylene insulation.

3. Unshielded.
4. Fluorinated ethylene propylene jacket.
5. Flame Resistance: NFPA 262, Flame Test.

2.4 FIRE ALARM WIRE AND CABLE

- A. General Wire and Cable Requirements: NRTL listed and labeled as complying with NFPA 70, Article 760.
- B. Signaling Line Circuits: Twisted, shielded pair, not less than the size as recommended by system manufacturer.
 1. Circuit Integrity Cable: Twisted shielded pair, NFPA 70, Article 760, Classification CI, for power-limited fire alarm signal service Type FPL. NRTL listed and labeled as complying with UL 1424 and UL 2196 for a two-hour rating.
- C. Non-Power-Limited Circuits: Solid-copper conductors with 600-V rated, 75 deg C, color-coded insulation, and complying with requirements in UL 2196 for a two-hour rating.
 1. Low-Voltage Circuits: No. 16 AWG, minimum, in pathway.
 2. Line-Voltage Circuits: No. 12 AWG, minimum, in pathway.
 3. Multiconductor Armored Cable: NFPA 70, Type MC, copper conductors, Type TFN/THHN conductor insulation, copper drain wire, copper armor with outer jacket with red identifier stripe, NRTL listed for fire alarm and cable tray installation, plenum rated.

2.5 IDENTIFICATION PRODUCTS

- A. Comply with TIA-606-B and UL 969 for a system of labeling materials, including label stocks, laminating adhesives, and inks used by label printers.
- B. Comply with requirements in Section 260553 "Identification for Electrical Systems."

2.6 CABLE MANAGEMENT SYSTEM

- A. Description: Computer-based cable management system, with integrated database and graphic capabilities.
- B. Document physical characteristics by recording the network, TIA details, and connections between equipment and cable.
- C. Information shall be presented in database view, schematic plans, or technical drawings.
 1. Microsoft Visio Professional or AutoCAD drawing software shall be used as drawing and schematic plans software.
- D. System shall interface with the following testing and recording devices:
 1. Direct upload tests from circuit-testing instrument into the personal computer.
 2. Direct download circuit labeling into labeling printer.

2.7 SOURCE QUALITY CONTROL

- A. Testing Agency: Engage a qualified testing agency to evaluate cables.
- B. Factory test UTP and optical-fiber cables on reels according to TIA-568-C.1.
- C. Factory test UTP cables according to TIA-568-C.2.
- D. Factory test multimode optical fiber cables according to TIA-526.14-B and TIA-568-C.3.
- E. Factory sweep test coaxial cables at frequencies from 5 MHz to 1 GHz. Sweep test shall test the frequency response, or attenuation over frequency, of a cable by generating a voltage whose frequency is varied through the specified frequency range and graphing the results. Structural Return Loss shall be less than 20 db.
- F. Cable will be considered defective if it does not pass tests and inspections.
- G. Prepare test and inspection reports.

PART 3 - EXECUTION

3.1 INSTALLATION OF HANGERS AND SUPPORTS

- A. Comply with requirements in Section 260529 "Hangers and Supports for Electrical Systems" for installation of supports for cables.

3.2 WIRING METHOD

- A. Install wiring in metal pathways and wireways.
 - 1. Minimum conduit size shall be 3/4 inch (21 mm). Control and data-transmission wiring shall not share conduits with other building wiring systems.
- B. Install cable, concealed in accessible ceilings, walls, and floors when possible.
- C. Wiring on Racks and within Enclosures:
 - 1. Bundle, lace, and train conductors to terminal points with no excess and without exceeding manufacturer's limitations on bending radii, but not less than radii specified in BICSI ITSIM's "Cabling Termination Practices" chapter. Cable ties shall not be excessively tightened such that the transmission characteristics of the cable are altered.
 - 2. Install lacing bars and distribution spools.
 - 3. Separate power-limited and non-power-limited conductors as recommended in writing by manufacturer.
 - 4. Install conductors parallel with or at right angles to sides and back of enclosure.
 - 5. Connect conductors associated with intrusion system that are terminated, spliced, or interrupted in any enclosure onto terminal blocks.
 - 6. Mark each terminal according to system's wiring diagrams.

7. Make all connections with approved crimp-on terminal spade lugs, pressure-type terminal blocks, or plug connectors.

3.3 INSTALLATION OF CONDUCTORS AND CABLES

- A. Comply with NECA 1 and NFPA 70.
- B. Conductors: Size according to system manufacturer's written instructions unless otherwise indicated.
- C. Do not install conductors and cables that are wet, moisture damaged, or mold damaged.
- D. General Requirements for Cabling:
 1. Comply with TIA-568-C.1.
 2. Comply with BICSI ITSIM, Ch. 6, "Cable Termination Practices."
 3. Terminate all conductors; no cable shall contain unterminated elements. Make terminations only at indicated outlets, terminals, and cross-connect and patch panels. Leave a minimum of 6 inches (150 mm) of slack at outlet terminations and coil loosely into box after termination on outlet fitting.
 4. Cables may not be spliced. Secure and support cables at intervals not exceeding 30 inches (760 mm) and not more than 6 inches (150 mm) from cabinets, boxes, fittings, outlets, racks, frames, and terminals.
 5. Maintain minimum cable bending radius during installation and termination of cables.
 6. Do not install bruised, kinked, scored, deformed, or abraded cable. Do not splice cable between termination, tap, or junction points. Remove and discard cable if damaged during installation and replace it with new cable.
 7. Cold-Weather Installation: Bring cable to room temperature before dereeling. Heat lamps shall not be used for heating.
 8. Pulling Cable: Comply with BICSI ITSIM, Ch. 4, "Pulling Cable." Monitor cable pull tensions. Do not exceed manufacturer's rated cable-pulling tension.
 9. Riser Cable: Riser cable support intervals shall be in accordance with manufacturer's recommendations.
 10. Comply with Section 280544 "Sleeves and Sleeve Seals for Electronic Safety and Security Pathways and Cabling."
- E. Open-Cable Installation:
 1. Install cabling with horizontal and vertical cable guides in telecommunication spaces with terminating hardware and interconnection equipment.
 2. Suspend copper cable not in a wireway or pathway a minimum of 8 inches (200 mm) above ceilings by cable supports not more than 60 inches (1525 mm) apart. Cable supports shall be fastened to structural members or floor slabs in accordance with Section 260529 "Hangers and Supports for Electrical Systems."
 3. Cable shall not be run in contact with pipes, ducts, or other potentially damaging items. Cables shall not be run through structural members or use structural members, pipes, ducts, or equipment as a support.
- F. Separation from EMI Sources:

1. Comply with BICSI TDMM and TIA-569-C recommendations for separating unshielded copper voice and data communication cable from potential EMI sources, including electrical power lines and equipment.
2. Separation between open communication cables or cables in nonmetallic pathways and unshielded power conductors and electrical equipment shall be as follows:
 - a. Electrical Equipment Rating Less Than 2 kVA: A minimum of 5 inches (127 mm).
 - b. Electrical Equipment Rating between 2 and 5 kVA: A minimum of 12 inches (300 mm).
 - c. Electrical Equipment Rating More Than 5 kVA: A minimum of 24 inches (600 mm).
3. Separation between communication cables in grounded metallic pathways and unshielded power lines or electrical equipment shall be as follows:
 - a. Electrical Equipment Rating Less Than 2 kVA: A minimum of 2-1/2 inches (64 mm).
 - b. Electrical Equipment Rating between 2 and 5 kVA: A minimum of 6 inches (150 mm).
 - c. Electrical Equipment Rating More Than 5 kVA: A minimum of 12 inches (300 mm).
4. Separation between cables in grounded metallic pathways and power lines and electrical equipment located in grounded metallic conduits or enclosures shall be as follows:
 - a. Electrical Equipment Rating Less Than 2 kVA: No requirement.
 - b. Electrical Equipment Rating between 2 and 5 kVA: A minimum of 3 inches (75 mm).
 - c. Electrical Equipment Rating More Than 5 kVA: A minimum of 6 inches (150 mm).
5. Separation between Cables and Electrical Motors and Transformers, 5 kVA or hp and Larger: A minimum of 48 inches (1200 mm).
6. Separation between Cables and Fluorescent Fixtures: A minimum of 5 inches (127 mm).

3.4 FIRE ALARM WIRING INSTALLATION

- A. Comply with NECA 1 and NFPA 72.
- B. Wiring Method: Install wiring in metal pathway according to Section 280528 "Pathways for Electronic Safety and Security."
 1. Install plenum cable in environmental air spaces, including plenum ceilings.
 2. Fire alarm circuits and equipment control wiring associated with the fire alarm system shall be installed in a dedicated pathway system. This system shall not be used for any other wire or cable.
- C. Wiring Method:
 1. Cables and pathways used for fire alarm circuits, and equipment control wiring associated with the fire alarm system, may not contain any other wire or cable.
 2. Fire-Rated Cables: Use of two-hour, fire-rated fire alarm cables, NFPA 70, Types MI and CI, is not permitted.

3. Signaling Line Circuits: Power-limited fire alarm cables shall not be installed in the same cable or pathway as signaling line circuits.

 - D. Wiring within Enclosures: Separate power-limited and non-power-limited conductors as recommended by manufacturer. Install conductors parallel with or at right angles to sides and back of the enclosure. Bundle, lace, and train conductors to terminal points with no excess. Connect conductors that are terminated, spliced, or interrupted in any enclosure associated with the fire alarm system to terminal blocks. Mark each terminal according to the system's wiring diagrams. Make all connections with approved crimp-on terminal spade lugs, pressure-type terminal blocks, or plug connectors.

 - E. Cable Taps: Use numbered terminal strips in junction, pull, and outlet boxes, cabinets, or equipment enclosures where circuit connections are made.

 - F. Color Coding: Color code fire alarm conductors differently from the normal building power wiring. Use one color code for alarm circuit wiring and another for supervisory circuits. Color code audible alarm-indicating circuits differently from alarm-initiating circuits. Use different colors for visible alarm-indicating devices. Paint fire alarm system junction boxes and covers red.

 - G. Risers: Install at least two vertical cable risers to serve the fire alarm system. Separate risers in close proximity to each other with a minimum one-hour-rated wall, so the loss of one riser does not prevent the receipt or transmission of signals from other floors or zones.

 - H. Wiring to Remote Alarm Transmitting Device: 1-inch (25-mm) conduit between the fire alarm control panel and the transmitter. Install number of conductors and electrical supervision for connecting wiring as needed to suit monitoring function.
- 3.5 POWER AND CONTROL-CIRCUIT CONDUCTORS
- A. 120-V Power Wiring: Install according to Section 260519 "Low-Voltage Electrical Power Conductors and Cables" unless otherwise indicated.

 - B. Minimum Conductor Sizes:
 1. Class 1 remote-control and signal circuits, No. 14 AWG.
 2. Class 2 low-energy, remote-control and signal circuits, No. 16 AWG.
 3. Class 3 low-energy, remote-control, alarm and signal circuits, No. 12 AWG.
- 3.6 CONNECTIONS
- A. Comply with requirements in Section 283111 "Digital, Addressable Fire-Alarm System" for connecting, terminating, and identifying wires and cables.
- 3.7 FIRESTOPPING
- A. Comply with requirements in Section 078413 "Penetration Firestopping."

 - B. Comply with TIA-569-C, "Firestopping" Annex A.

- C. Comply with BICSI TDMM, "Firestopping Systems" Article.

3.8 GROUNDING

- A. For communication wiring, comply with J-STD-607-A and with BICSI TDMM's "Grounding, Bonding, and Electrical Protection" chapter.
- B. For low-voltage wiring and cabling, comply with requirements in Section 280526 "Grounding and Bonding for Electronic Safety and Security."

3.9 IDENTIFICATION

- A. Identify system components, wiring, and cabling complying with TIA-606-B. Comply with requirements for identification specified in Section 260553 "Identification for Electrical Systems."

3.10 FIELD QUALITY CONTROL

- A. Testing Agency: Engage a qualified testing agency to perform tests and inspections.
- B. Manufacturer's Field Service: Engage a factory-authorized service representative to test and inspect components, assemblies, and equipment installations, including connections.
- C. Perform the following tests and inspections with the assistance of a factory-authorized service representative:
 - 1. Visually inspect UTP and optical-fiber cable jacket materials for NRTL certification markings. Inspect cabling terminations to confirm color coding for pin assignments, and inspect cabling connections to confirm compliance with TIA-568-C.1.
 - 2. Visually inspect cable placement, cable termination, grounding and bonding, equipment and patch cords, and labeling of all components.
 - 3. Test UTP cabling for DC loop resistance, shorts, opens, intermittent faults, and polarity between conductors. Test operation of shorting bars in connection blocks. Test cables after termination but not cross connection.
 - a. Test instruments shall comply with or exceed applicable requirements in TIA-568-C.2. Perform tests with a tester that complies with performance requirements in "Test Instruments (Normative)" Annex, complying with measurement accuracy specified in "Measurement Accuracy (Informative)" Annex. Use only test cords and adapters that are qualified by test equipment manufacturer for channel or link test configuration.
- D. Document data for each measurement. Print data for submittals in a summary report that is formatted using Table 10.1 in BICSI TDMM as a guide, or transfer the data from the instrument to the computer, save as text files, print, and submit.
- E. End-to-end cabling will be considered defective if it does not pass tests and inspections.
- F. Prepare test and inspection reports.

END OF SECTION 280513

SECTION 283111 - DIGITAL, ADDRESSABLE FIRE-ALARM SYSTEM

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Fire-alarm control unit.
2. Manual fire-alarm boxes.
3. System smoke detectors.
4. Heat detectors.
5. Notification appliances.
6. Device guards.
7. Addressable interface device.
8. Digital alarm communicator transmitter.
9. Radio alarm transmitter.
10. Network communications.

1.2 DEFINITIONS

- A. FACP: Fire Alarm Control Panel.
- B. HLI: High Level Interface.
- C. NICET: National Institute for Certification in Engineering Technologies.
- D. PC: Personal computer.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product, including furnished options and accessories.

1. Include construction details, material descriptions, dimensions, profiles, and finishes.
2. Include rated capacities, operating characteristics, and electrical characteristics.

B. Shop Drawings: For fire-alarm system.

1. Comply with recommendations and requirements in the "Documentation" section of the "Fundamentals" chapter in NFPA 72.
2. Include plans, elevations, sections, details, and attachments to other work.
3. Include details of equipment assemblies. Indicate dimensions, weights, loads, required clearances, method of field assembly, components, and locations. Indicate conductor sizes, indicate termination locations and requirements, and distinguish between factory and field wiring.
4. Detail assembly and support requirements.
5. Include voltage drop calculations for notification-appliance circuits.

6. Include battery-size calculations.
7. Include input/output matrix.
8. Include statement from manufacturer that all equipment and components have been tested as a system and meet all requirements in this Specification and in NFPA 72.
9. Include performance parameters and installation details for each detector.
10. Verify that each duct detector is listed for complete range of air velocity, temperature, and humidity possible when air-handling system is operating.
11. Provide program report showing that air-sampling detector pipe layout balances pneumatically within the airflow range of the air-sampling detector.
12. Include plans, sections, and elevations of heating, ventilating, and air-conditioning ducts, drawn to scale; coordinate location of duct smoke detectors and access to them.
 - a. Show critical dimensions that relate to placement and support of sampling tubes, detector housing, and remote status and alarm indicators.
 - b. Show field wiring required for HVAC unit shutdown on alarm.
 - c. Show field wiring and equipment required for HVAC unit shutdown on alarm and override by firefighters' control system.
 - d. Show field wiring and equipment required for HVAC unit shutdown on alarm and override by firefighters' smoke-evacuation system.
 - e. Locate detectors according to manufacturer's written recommendations.
 - f. Show air-sampling detector pipe routing.
13. Include voice/alarm signaling-service equipment rack or console layout, grounding schematic, amplifier power calculation, and single-line connection diagram.
14. Include floor plans to indicate final outlet locations showing address of each addressable device. Show size and route of cable and conduits and point-to-point wiring diagrams.

C. General Submittal Requirements:

1. Submittals shall be approved by authorities having jurisdiction prior to submitting them to Architect.
2. Shop Drawings shall be prepared by persons with the following qualifications:
 - a. Trained and certified by manufacturer in fire-alarm system design.
 - b. NICET-certified, fire-alarm technician; Level III minimum.
 - c. Licensed or certified by authorities having jurisdiction.

D. Delegated-Design Submittal: For notification appliances and smoke and heat detectors, in addition to submittals listed above, indicate compliance with performance requirements and design criteria, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.

1. Drawings showing the location of each notification appliance and smoke and heat detector, ratings of each, and installation details as needed to comply with listing conditions of the device.
2. Design Calculations: Calculate requirements for selecting the spacing and sensitivity of detection, complying with NFPA 72. Calculate spacing and intensities for strobe signals and sound-pressure levels for audible appliances.
3. Indicate audible appliances required to produce square wave signal per NFPA 72.

1.4 INFORMATIONAL SUBMITTALS

- A. Seismic Qualification Certificates: For fire-alarm control unit, accessories, and components, from manufacturer.
1. Basis for Certification: Indicate whether withstand certification is based on actual test of assembled components or on calculation.
 2. Dimensioned Outline Drawings of Equipment Unit: Identify center of gravity and locate and describe mounting and anchorage provisions.
 3. Detailed description of equipment anchorage devices on which the certification is based and their installation requirements.
- B. Field quality-control reports.

1.5 Sample Warranty: For special warranty.

1.6 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For fire-alarm systems and components to include in emergency, operation, and maintenance manuals.
1. In addition to items specified include the following and deliver copies to authorities having jurisdiction:
 - a. Comply with the "Records" section of the "Inspection, Testing and Maintenance" chapter in NFPA 72.
 - b. Provide "Fire Alarm and Emergency Communications System Record of Completion Documents" according to the "Completion Documents" Article in the "Documentation" section of the "Fundamentals" chapter in NFPA 72.
 - c. Complete wiring diagrams showing connections between all devices and equipment. Each conductor shall be numbered at every junction point with indication of origination and termination points.
 - d. Riser diagram.
 - e. Device addresses.
 - f. Air-sampling system sample port locations and modeling program report showing layout meets performance criteria.
 - g. Record copy of site-specific software.
 - h. Provide "Inspection and Testing Form" according to the "Inspection, Testing and Maintenance" chapter in NFPA 72, and include the following:
 - 1) Equipment tested.
 - 2) Frequency of testing of installed components.
 - 3) Frequency of inspection of installed components.
 - 4) Requirements and recommendations related to results of maintenance.
 - 5) Manufacturer's user training manuals.
 - i. Manufacturer's required maintenance related to system warranty requirements.
 - j. Abbreviated operating instructions for mounting at fire-alarm control unit and each annunciator unit.

B. Software and Firmware Operational Documentation:

1. Software operating and upgrade manuals.
2. Program Software Backup: On magnetic media or compact disk, complete with data files.
3. Device address list.
4. Printout of software application and graphic screens.

1.7 MAINTENANCE MATERIAL SUBMITTALS

A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Lamps for Remote Indicating Lamp Units: Quantity equal to 10 percent of amount installed, but no fewer than one unit.
2. Lamps for Strobe Units: Quantity equal to 10 percent of amount installed, but no fewer than one unit.
3. Smoke Detectors and Heat Detectors: Quantity equal to 10 percent of amount of each type installed, but no fewer than one unit of each type.
4. Detector Bases: Quantity equal to two percent of amount of each type installed, but no fewer than one unit of each type.
5. Keys and Tools: One extra set for access to locked or tamperproofed components.
6. Audible and Visual Notification Appliances: Three of each type installed.
7. Fuses: Two of each type installed in the system. Provide in a box or cabinet with compartments marked with fuse types and sizes.
8. Filters for Air-Sampling Detectors: Quantity equal to two percent of amount of each type installed, but no fewer than one unit of each type.
9. Air-Sampling Fan: Quantity equal to one for every five detectors, but no fewer than one unit of each type.

1.8 QUALITY ASSURANCE

- A. NFPA Certification: Obtain certification according to NFPA 72 by an NRTL (nationally recognized testing laboratory).
- B. NFPA Certification: Obtain certification according to NFPA 72 by a UL-listed alarm company.
- C. NFPA Certification: Obtain certification according to NFPA 72 in the form of a placard by an FM Global-approved alarm company.
- D. NFPA Certification: Obtain certification according to NFPA 72 by an NRTL (nationally recognized testing laboratory).

1.9 WARRANTY

- A. Special Warranty: Manufacturer agrees to repair or replace fire-alarm system equipment and components that fail in materials or workmanship within specified warranty period.
 1. Warranty Extent: All equipment and components not covered in the Maintenance Service Agreement.

2. Warranty Period: Five years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 SYSTEM DESCRIPTION

- A. Source Limitations for Fire-Alarm System and Components: Components shall be compatible with, and operate as an extension of, existing system. Provide system manufacturer's certification that all components provided have been tested as, and will operate as, a system.
- B. Noncoded, UL-certified addressable system, with multiplexed signal transmission and voice/strobe evacuation.
- C. Automatic sensitivity control of certain smoke detectors.
- D. All components provided shall be listed for use with the selected system.
- E. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

2.2 SYSTEMS OPERATIONAL DESCRIPTION

- A. Fire-alarm signal initiation shall be by one or more of the following devices and existing systems:
 - 1. Manual stations.
 - 2. Heat detectors.
 - 3. Smoke detectors.
 - 4. Duct smoke detectors.
 - 5. Carbon monoxide detectors.
 - 6. Existing automatic sprinkler system water flow.
 - 7. Existing preaction system.
 - 8. Existing fire standpipe system.
 - 9. Existing dry system pressure flow switch.
 - 10. Existing fire pump running.
- B. Fire-alarm signal shall initiate the following actions:
 - 1. Continuously operate alarm notification appliances, including voice evacuation notices.
 - 2. Identify alarm and specific initiating device at fire-alarm control unit, connected network control panels, off-premises network control panels, and remote annunciators.
 - 3. Transmit an alarm signal to the remote alarm receiving station.
 - 4. Unlock electric door locks in designated egress paths.
 - 5. Release fire and smoke doors held open by magnetic door holders.
 - 6. Activate voice/alarm communication system.
 - 7. Switch heating, ventilating, and air-conditioning equipment controls to fire-alarm mode.
 - 8. Activate smoke-control system (smoke management) at firefighters' smoke-control system panel.
 - 9. Activate stairwell and elevator-shaft pressurization systems.

10. Close smoke dampers in air ducts of designated air-conditioning duct systems.
11. Activate preaction system.
12. Recall elevators to primary or alternate recall floors.
13. Activate elevator power shunt trip.
14. Activate emergency lighting control.
15. Activate emergency shutoffs for gas and fuel supplies.
16. Record events in the system memory.
17. Record events by the system printer.
18. Indicate device in alarm on the graphic annunciator.

C. Supervisory signal initiation shall be by one or more of the following devices and actions:

1. Valve supervisory switch.
2. High- or low-air-pressure switch of a dry-pipe or preaction sprinkler system.
3. Alert and Action signals of air-sampling detector system.
4. Elevator shunt-trip supervision.
5. Fire pump running.
6. Fire-pump loss of power.
7. Fire-pump power phase reversal.
8. Independent fire-detection and -suppression systems.
9. User disabling of zones or individual devices.
10. Loss of communication with any panel on the network.

D. System trouble signal initiation shall be by one or more of the following devices and actions:

1. Open circuits, shorts, and grounds in designated circuits.
2. Opening, tampering with, or removing alarm-initiating and supervisory signal-initiating devices.
3. Loss of communication with any addressable sensor, input module, relay, control module, remote annunciator, printer interface, or Ethernet module.
4. Loss of primary power at fire-alarm control unit.
5. Ground or a single break in internal circuits of fire-alarm control unit.
6. Abnormal ac voltage at fire-alarm control unit.
7. Break in standby battery circuitry.
8. Failure of battery charging.
9. Abnormal position of any switch at fire-alarm control unit or annunciator.
10. Voice signal amplifier failure.
11. Hose cabinet door open.

E. System Supervisory Signal Actions:

1. Initiate notification appliances.
2. Identify specific device initiating the event at fire-alarm control unit, connected network control panels, off-premises network control panels, and remote annunciators.
3. Record the event on system printer.
4. After a time delay of 200 seconds, transmit a trouble or supervisory signal to the remote alarm receiving station.
5. Transmit system status to building management system.
6. Display system status on graphic annunciator.

2.3 PERFORMANCE REQUIREMENTS

- A. Seismic Performance: Fire-alarm control unit and raceways shall withstand the effects of earthquake motions determined according to ASCE/SEI 7.
1. The term "withstand" means "the unit will remain in place without separation of any parts from the device when subjected to the seismic forces specified and the unit will be fully operational after the seismic event."

2.4 FIRE-ALARM CONTROL UNIT

- A. Shall be manufactured by one of the following:
1. Honeywell (Basis of Design XLS1000)
 2. Siemens
 3. EST
 4. National Time and Signal
 5. Simplex
- B. General Requirements for Fire-Alarm Control Unit:
1. Field-programmable, microprocessor-based, modular, power-limited design with electronic modules, complying with UL 864.
 - a. System software and programs shall be held in nonvolatile flash, electrically erasable, programmable, read-only memory, retaining the information through failure of primary and secondary power supplies.
 - b. Include a real-time clock for time annotation of events on the event recorder and printer.
 - c. Provide communication between the FACP and remote circuit interface panels, annunciators, and displays.
 - d. The FACP shall be listed for connection to a central-station signaling system service.
 - e. Provide nonvolatile memory for system database, logic, and operating system and event history. The system shall require no manual input to initialize in the event of a complete power down condition. The FACP shall provide a minimum 500-event history log.
 2. Addressable Initiation Device Circuits: The FACP shall indicate which communication zones have been silenced and shall provide selective silencing of alarm notification appliance by building communication zone.
 3. Addressable Control Circuits for Operation of Notification Appliances and Mechanical Equipment: The FACP shall be listed for releasing service.
- C. Alphanumeric Display and System Controls: Arranged for interface between human operator at fire-alarm control unit and addressable system components including annunciation and supervision. Display alarm, supervisory, and component status messages and the programming and control menu.

1. Annunciator and Display: Liquid-crystal type, 80 characters, minimum.
 2. Keypad: Arranged to permit entry and execution of programming, display, and control commands.
- D. Alphanumeric Display and System Controls: Arranged for interface between human operator at fire-alarm control unit and addressable system components including annunciation and supervision. Display alarm, supervisory, and component status messages and the programming and control menu.
1. Annunciator and Display: Liquid-crystal type, three line(s) of 80 characters, minimum.
 2. Keypad: Arranged to permit entry and execution of programming, display, and control commands and to indicate control commands to be entered into the system for control of smoke-detector sensitivity and other parameters.
- E. Initiating-Device, Notification-Appliance, and Signaling-Line Circuits:
1. Pathway Class Designations: NFPA 72, Class B
 2. Pathway Survivability: Level 0.
 3. Install no more than 80% of addressable devices on each signaling-line circuit.
 4. Serial Interfaces:
 - a. One dedicated RS 485 port for central-station operation using point ID DACT.
 - b. One RS 485 port for remote annunciators, Ethernet module, or multi-interface module (printer port).
 - c. One USB or RS 232 port for PC configuration.
 - d. One RS 232 port for VESDA HLI connection.
 - e. One RS 232 port for voice evacuation interface.
- F. Smoke-Alarm Verification:
1. Initiate audible and visible indication of an "alarm-verification" signal at fire-alarm control unit.
 2. Activate an approved "alarm-verification" sequence at fire-alarm control unit and detector.
 3. Record events by the system printer.
 4. Sound general alarm if the alarm is verified.
 5. Cancel fire-alarm control unit indication and system reset if the alarm is not verified.
- G. Notification-Appliance Circuit:
1. Audible appliances shall sound in a three-pulse temporal pattern, as defined in NFPA 72.
 2. Where notification appliances provide signals to sleeping areas, the alarm signal shall be a 520-Hz square wave with an intensity 15 dB above the average ambient sound level or 5 dB above the maximum sound level, or at least 75 dBA, whichever is greater, measured at the pillow.
 3. Visual alarm appliances shall flash in synchronization where multiple appliances are in the same field of view, as defined in NFPA 72.
- H. Door Controls: Door hold-open devices that are controlled by smoke detectors at doors in smoke-barrier walls shall be connected to fire-alarm system.
- I. Remote Smoke-Detector Sensitivity Adjustment: Controls shall select specific addressable smoke detectors for adjustment, display their current status and sensitivity settings, and change

those settings. Allow controls to be used to program repetitive, time-scheduled, and automated changes in sensitivity of specific detector groups. Record sensitivity adjustments and sensitivity-adjustment schedule changes in system memory, and print out the final adjusted values on system printer.

- J. Transmission to Remote Alarm Receiving Station: Automatically transmit alarm, supervisory, and trouble signals to a remote alarm station.
- K. Voice/Alarm Signaling Service: Central emergency communication system with redundant microphones, preamplifiers, amplifiers, and tone generators provided in a separate cabinet located in the fire command center.
 - 1. Indicate number of alarm channels for automatic, simultaneous transmission of different announcements to different zones or for manual transmission of announcements by use of the central-control microphone. Amplifiers shall comply with UL 1711.
 - a. Allow the application of, and evacuation signal to, indicated number of zones and, at the same time, allow voice paging to the other zones selectively or in any combination.
 - b. Programmable tone and message sequence selection. Provide the following:
 - 1) Ready To Page
 - 2) All Call
 - 3) Page to Evacuation
 - 4) Page to Alert
 - 5) All call Minus
 - 6) Page By Phone.
 - 7) SOM Downtown (coordinate with Owner)
 - 8) SOM Downtown (coordinate with Owner)
 - 9) SOM Downtown (coordinate with Owner)
 - 10) SOM Downtown (coordinate with Owner)
 - 11) Spare
 - 12) Spare
 - 13) Spare
 - 14) Spare
 - c. Standard digitally recorded messages for "Evacuation" and "All Clear."
 - d. Generate tones to be sequenced with audio messages of type recommended by NFPA 72 and that are compatible with tone patterns of notification-appliance circuits of fire-alarm control unit.
 - 2. Status Annunciator: Indicate the status of various voice/alarm speaker zones.
 - 3. Preamplifiers, amplifiers, and tone generators shall automatically transfer to backup units, on primary equipment failure.
- L. Printout of Events: On receipt of signal, print alarm, supervisory, and trouble events. Identify zone, device, and function. Include type of signal (alarm, supervisory, or trouble) and date and time of occurrence. Differentiate alarm signals from all other printed indications. Also print system reset event, including same information for device, location, date, and time. Commands initiate the printing of a list of existing alarm, supervisory, and trouble conditions in the system and a historical log of events.

- M. Primary Power: 24-V dc obtained from 120-V ac service and a power-supply module. Initiating devices, notification appliances, signaling lines, trouble signals, supervisory signals supervisory and digital alarm communicator transmitters and digital alarm radio transmitters shall be powered by 24-V dc source.
 - 1. Alarm current draw of entire fire-alarm system shall not exceed 80 percent of the power-supply module rating.
- N. Secondary Power: 24-V dc supply system with batteries, automatic battery charger, and automatic transfer switch.
 - 1. Batteries: Sealed lead calcium.
- O. Instructions: Computer printout or typewritten instruction card mounted behind a plastic or glass cover in a stainless-steel or aluminum frame. Include interpretation and describe appropriate response for displays and signals. Briefly describe the functional operation of the system under normal, alarm, and trouble conditions.

2.5 MANUAL FIRE-ALARM BOXES

- A. Shall be manufactured by one of the following:
 - 1. Honeywell
 - 2. Siemens
 - 3. EST
 - 4. National Time and Signal
 - 5. Simplex
- B. General Requirements for Manual Fire-Alarm Boxes: Comply with UL 38. Boxes shall be finished in red with molded, raised-letter operating instructions in contrasting color; shall show visible indication of operation; and shall be mounted on recessed outlet box. If indicated as surface mounted, provide manufacturer's surface back box.
 - 1. Double-action mechanism requiring two actions to initiate an alarm, pull-lever type; with integral or attached addressable module arranged to communicate manual-station status (normal, alarm, or trouble) to fire-alarm control unit.
 - 2. Station Reset: Key- or wrench-operated switch.
 - 3. Indoor Protective Shield: Factory-fabricated, clear plastic enclosure hinged at the top to permit lifting for access to initiate an alarm. Lifting the cover actuates an integral battery-powered audible horn intended to discourage false-alarm operation.
 - 4. Weatherproof Protective Shield: Factory-fabricated, clear plastic enclosure hinged at the top to permit lifting for access to initiate an alarm.

2.6 SYSTEM SMOKE DETECTORS

- A. General Requirements for System Smoke Detectors:

1. Comply with UL 268; operating at 24-V dc, nominal.
2. Detectors shall be two-wire type.
3. Integral Addressable Module: Arranged to communicate detector status (normal, alarm, or trouble) to fire-alarm control unit.
4. Base Mounting: Detector and associated electronic components shall be mounted in a twist-lock module that connects to a fixed base. Provide terminals in the fixed base for connection to building wiring.
5. Self-Restoring: Detectors do not require resetting or readjustment after actuation to restore them to normal operation.
6. Integral Visual-Indicating Light: LED type, indicating detector has operated and power-on status.
7. Remote Control: Unless otherwise indicated, detectors shall be digital-addressable type, individually monitored at fire-alarm control unit for calibration, sensitivity, and alarm condition and individually adjustable for sensitivity by fire-alarm control unit.
 - a. Rate-of-rise temperature characteristic of combination smoke- and heat-detection units shall be selectable at fire-alarm control unit for 15 or 20 deg F per minute.
 - b. Fixed-temperature sensing characteristic of combination smoke- and heat-detection units shall be independent of rate-of-rise sensing and shall be settable at fire-alarm control unit to operate at 135 or 155 deg F.
 - c. Multiple levels of detection sensitivity for each sensor.
 - d. Sensitivity levels based on time of day.

B. Photoelectric Smoke Detectors:

1. Detector address shall be accessible from fire-alarm control unit and shall be able to identify the detector's location within the system and its sensitivity setting.
2. An operator at fire-alarm control unit, having the designated access level, shall be able to manually access the following for each detector:
 - a. Primary status.
 - b. Device type.
 - c. Present average value.
 - d. Present sensitivity selected.
 - e. Sensor range (normal, dirty, etc.).

C. Duct Smoke Detectors: Photoelectric type complying with UL 268A.

1. Detector address shall be accessible from fire-alarm control unit and shall be able to identify the detector's location within the system and its sensitivity setting.
2. An operator at fire-alarm control unit, having the designated access level, shall be able to manually access the following for each detector:
 - a. Primary status.
 - b. Device type.
 - c. Present average value.
 - d. Present sensitivity selected.
 - e. Sensor range (normal, dirty, etc.).
3. Weatherproof Duct Housing Enclosure: NEMA 250, Type 4X; NRTL listed for use with the supplied detector for smoke detection in HVAC system ducts.
4. Each sensor shall have multiple levels of detection sensitivity.

5. Sampling Tubes: Design and dimensions as recommended by manufacturer for specific duct size, air velocity, and installation conditions where applied.
6. Relay Fan Shutdown: Fully programmable relay rated to interrupt fan motor-control circuit.
7. Provide remote test switch when required.

2.7 MULTICRITERIA DETECTORS

- A. Mounting: Twist-lock base interchangeable with smoke-detector bases.
- B. Integral Addressable Module: Arranged to communicate detector status (normal, alarm, or trouble) to fire-alarm control unit.
- C. Automatically adjusts its sensitivity by means of drift compensation and smoothing algorithms. The detector shall send trouble alarm if it is incapable of compensating for existing conditions.
- D. Test button tests all sensors in the detector.
- E. An operator at fire-alarm control unit, having the designated access level, shall be able to manually access the following for each detector:
 1. Primary status.
 2. Device type.
 3. Present sensitivity selected.
 4. Sensor range (normal, dirty, etc.).
- F. Sensors: The detector shall be comprised of four sensing elements including a smoke sensor, a carbon monoxide sensor, an infrared sensor, and a heat sensor.
 1. Smoke sensor shall be photoelectric type as described in "System Smoke Detectors" Article.
 2. Carbon monoxide sensor shall be as described in "Carbon Monoxide Detectors" Article.
 3. Heat sensor shall be as described in "Heat Detectors" Article.
 4. Each sensor shall be separately listed according to requirements for its detector type.

2.8 HEAT DETECTORS

- A. Shall be manufactured by one of the following:
 1. Simplex
 2. Siemens Branch
 3. EST
 4. National Time and Signal
- B. General Requirements for Heat Detectors: Comply with UL 521.
 1. Temperature sensors shall test for and communicate the sensitivity range of the device.
- C. Heat Detector, Combination Type: Actuated by either a fixed temperature of 135 deg F or a rate of rise that exceeds 15 deg F per minute unless otherwise indicated.

1. Mounting: Twist-lock base interchangeable with smoke-detector bases.
 2. Integral Addressable Module: Arranged to communicate detector status (normal, alarm, or trouble) to fire-alarm control unit.
- D. Heat Detector, Fixed-Temperature Type: Actuated by temperature that exceeds a fixed temperature of 190 deg F.
1. Mounting: Twist-lock base interchangeable with smoke-detector bases.
 2. Integral Addressable Module: Arranged to communicate detector status (normal, alarm, or trouble) to fire-alarm control unit.
- E. Continuous Linear Heat-Detector System:
1. Detector Cable: Rated detection temperature 155 deg F. Listed for "regular" service and a standard environment. Cable includes two steel actuator wires twisted together with spring pressure, wrapped with protective tape, and finished with PVC outer sheath. Each actuator wire is insulated with heat-sensitive material that reacts with heat to allow the cable twist pressure to short circuit wires at the location of elevated temperature.
 2. Control Unit: Two-zone or multizone unit as indicated. Provide same system power supply, supervision, and alarm features as specified for fire-alarm control unit.
 3. Signals to Fire-Alarm Control Unit: Any type of local system trouble shall be reported to fire-alarm control unit as a composite "trouble" signal. Alarms on each detection zone shall be individually reported to central fire-alarm control unit as separately identified zones.
 4. Integral Addressable Module: Arranged to communicate detector status (normal, alarm, or trouble) to fire-alarm control unit.

2.9 NOTIFICATION APPLIANCES

- A. Shall be manufactured by one of the following:
1. Honeywell
 2. Siemens
 3. EST
 4. National Time and Signal
 5. Simplex
- B. General Requirements for Notification Appliances: Individually addressed, connected to a signaling-line circuit, equipped for mounting as indicated, and with screw terminals for system connections.
- C. General Requirements for Notification Appliances: Connected to notification-appliance signal circuits, zoned as indicated, equipped for mounting as indicated, and with screw terminals for system connections.
1. Combination Devices: Factory-integrated audible and visible devices in a single-mounting assembly, equipped for mounting as indicated, and with screw terminals for system connections.
- D. Horns: Electric-vibrating-polarized type, 24-V dc; with provision for housing the operating mechanism behind a grille. Comply with UL 464. Horns shall produce a sound-pressure level of

90 dBA, measured 10 feet (3 m) from the horn, using the coded signal prescribed in UL 464 test protocol.

- E. Visible Notification Appliances: Xenon strobe lights complying with UL 1971, with clear or nominal white polycarbonate lens mounted on an aluminum faceplate. The word "FIRE" is engraved in minimum 1-inch-high letters on the lens.

1. Rated Light Output:
 - a. 15/30/75/95/110 cd, selectable in the field.
2. Mounting: Wall mounted unless otherwise indicated.
3. For units with guards to prevent physical damage, light output ratings shall be determined with guards in place.
4. Flashing shall be in a temporal pattern, synchronized with other units.
5. Strobe Leads: Factory connected to screw terminals.
6. Mounting Faceplate: Factory finished, white.

- F. Voice/Tone Notification Appliances:

1. Comply with UL 1480.
2. Speakers for Voice Notification: Locate speakers for voice notification to provide the intelligibility requirements of the "Notification Appliances" and "Emergency Communications Systems" chapters in NFPA 72.
3. High-Range Units: Rated 2 to 15 W.
4. Low-Range Units: Rated 1 to 2 W.
5. Mounting: Flush, semi-recessed or surface mounted and bidirectional.
6. Matching Transformers: Tap range matched to acoustical environment of speaker location.
7. All speakers shall be tap at 2 W unless noted otherwise on the drawings.

2.10 ADDRESSABLE INTERFACE DEVICE

- A. General:

1. Include address-setting means on the module.
2. Store an internal identifying code for control panel use to identify the module type.
3. Listed for controlling HVAC fan motor controllers.

- B. Monitor Module: Microelectronic module providing a system address for alarm-initiating devices for wired applications with normally open contacts.

- C. Integral Relay: Capable of providing a direct signal to elevator controller to initiate elevator recall or to circuit-breaker shunt trip for power shutdown.

1. Allow the control panel to switch the relay contacts on command.
2. Have a minimum of two normally open and two normally closed contacts available for field wiring.

- D. Control Module:

1. Operate notification devices.
2. Operate solenoids for use in sprinkler service.
3. Operate fire smoke and smoke dampers.
4. Operate any other non-fire alarm equipment that requires interfacing with fire alarm system.

2.11 DIGITAL ALARM COMMUNICATOR TRANSMITTER

- A. Digital alarm communicator transmitter shall be acceptable to the remote central station and shall comply with UL 632.
- B. Functional Performance: Unit shall receive an alarm, supervisory, or trouble signal from fire-alarm control unit and automatically capture two telephone line(s) and dial a preset number for a remote central station. When contact is made with central station(s), signals shall be transmitted. If service on either line is interrupted for longer than 45 seconds, transmitter shall initiate a local trouble signal and transmit the signal indicating loss of telephone line to the remote alarm receiving station over the remaining line. Transmitter shall automatically report telephone service restoration to the central station. If service is lost on both telephone lines, transmitter shall initiate the local trouble signal.
- C. Local functions and display at the digital alarm communicator transmitter shall include the following:
 1. Verification that both telephone lines are available.
 2. Programming device.
 3. LED display.
 4. Manual test report function and manual transmission clear indication.
 5. Communications failure with the central station or fire-alarm control unit.
- D. Digital data transmission shall include the following:
 1. Address of the alarm-initiating device.
 2. Address of the supervisory signal.
 3. Address of the trouble-initiating device.
 4. Loss of ac supply.
 5. Loss of power.
 6. Low battery.
 7. Abnormal test signal.
 8. Communication bus failure.
- E. Secondary Power: Integral rechargeable battery and automatic charger.
- F. Self-Test: Conducted automatically every 24 hours with report transmitted to central station.

2.12 NETWORK COMMUNICATIONS

- A. Provide network communications for fire-alarm system according to fire-alarm manufacturer's written requirements.

- B. Provide network communications pathway per manufacturer's written requirements and requirements in NFPA 72 and NFPA 70.
- C. Provide integration gateway using BACnet for connection to building automation system.

2.13 DEVICE GUARDS

- A. Description: Welded wire mesh of size and shape for the manual station, smoke detector, gong, or other device requiring protection.
 - 1. Factory fabricated and furnished by device manufacturer.
 - 2. Finish: Paint of color to match the protected device.

PART 3 - EXECUTION

3.1 FIELD QUALITY CONTROL

- A. Field tests shall be witnessed by authorities having jurisdiction.
- B. Manufacturer's Field Service: Engage a factory-authorized service representative to test and inspect components, assemblies, and equipment installations, including connections.
- C. Perform tests and inspections.
- D. Perform the following tests and inspections with the assistance of a factory-authorized service representative:
 - 1. Visual Inspection: Conduct visual inspection prior to testing.
 - a. Inspection shall be based on completed record Drawings and system documentation that is required by the "Completion Documents, Preparation" table in the "Documentation" section of the "Fundamentals" chapter in NFPA 72.
 - b. Comply with the "Visual Inspection Frequencies" table in the "Inspection" section of the "Inspection, Testing and Maintenance" chapter in NFPA 72; retain the "Initial/Reacceptance" column and list only the installed components.
 - 2. System Testing: Comply with the "Test Methods" table in the "Testing" section of the "Inspection, Testing and Maintenance" chapter in NFPA 72.
 - 3. Test audible appliances for the public operating mode according to manufacturer's written instructions. Perform the test using a portable sound-level meter complying with Type 2 requirements in ANSI S1.4.
 - 4. Test audible appliances for the private operating mode according to manufacturer's written instructions.
 - 5. Test visible appliances for the public operating mode according to manufacturer's written instructions.
 - 6. Factory-authorized service representative shall prepare the "Fire Alarm System Record of Completion" in the "Documentation" section of the "Fundamentals" chapter in NFPA 72 and the "Inspection and Testing Form" in the "Records" section of the "Inspection, Testing and Maintenance" chapter in NFPA 72.

- E. Reacceptance Testing: Perform reacceptance testing to verify the proper operation of added or replaced devices and appliances.
- F. Fire-alarm system will be considered defective if it does not pass tests and inspections.
- G. Prepare test and inspection reports.
- H. Maintenance Test and Inspection: Perform tests and inspections listed for weekly, monthly, quarterly, and semiannual periods. Use forms developed for initial tests and inspections.
- I. Annual Test and Inspection: One year after date of Substantial Completion, test fire-alarm system complying with visual and testing inspection requirements in NFPA 72. Use forms developed for initial tests and inspections.

3.2 MAINTENANCE SERVICE

- A. Initial Maintenance Service: Beginning at Substantial Completion, maintenance service shall include 12 months' full maintenance by skilled employees of manufacturer's designated service organization. Include preventive maintenance, repair or replacement of worn or defective components, lubrication, cleaning, and adjusting as required for proper operation. Parts and supplies shall be manufacturer's authorized replacement parts and supplies.
 - 1. Include visual inspections according to the "Visual Inspection Frequencies" table in the "Testing" paragraph of the "Inspection, Testing and Maintenance" chapter in NFPA 72.
 - 2. Perform tests in the "Test Methods" table in the "Testing" paragraph of the "Inspection, Testing and Maintenance" chapter in NFPA 72.
 - 3. Perform tests per the "Testing Frequencies" table in the "Testing" paragraph of the "Inspection, Testing and Maintenance" chapter in NFPA 72.

3.3 SOFTWARE SERVICE AGREEMENT

- A. Comply with UL 864.
- B. Technical Support: Beginning at Substantial Completion, service agreement shall include software support for two years.
- C. Upgrade Service: At Substantial Completion, update software to latest version. Install and program software upgrades that become available within two years from date of Substantial Completion. Upgrading software shall include operating system and new or revised licenses for using software.
 - 1. Upgrade Notice: At least 30 days to allow Owner to schedule access to system and to upgrade computer equipment if necessary.

3.4 DEMONSTRATION

- A. Train Owner's maintenance personnel to adjust, operate, and maintain fire-alarm system.

END OF SECTION 283111