



Project Manual

CHIPPEWA COUNTY CITY / COUNTY BUILDING RENOVATION

Sault Ste. Marie, Michigan

April 9, 2012

OWNER

Chippewa County
319 Court St
Sault Ste. Marie, MI 49783

ARCHITECT

Landmark Design Group, PC
3900 Linden Avenue SE - Suite C
Grand Rapids, MI. 49548
(616) 956-0606 Phone
(616) 956-9406 Fax

DESIGN BUILDER

Gundlach Champion, Inc.
180 Traders Mine Road
Iron Mountain, MI 49801
(906) 779-2303 Phone
(906) 779-8947 Fax

STRUCTURAL ENGINEER

JDH Engineering, Inc.
3000 Ivanrest SW, Ste B
Grandville, MI 49418
(616) 531-6020 Phone
(616) 531-8637 Fax

MECH / ELECT ENGINEER

Morgan M. Landon, PE, LLC
1632 Leonard St, NW, Ste 201
Grand Rapids, MI 49504
(616) 890-9321 Phone
(616) 791-0968 Fax



Landmark Design Group, P.C.

GUNDLACH CHAMPION

SINCE 1898

PROJECT MANUAL

TABLE OF CONTENTS

- A. ADVERTISEMENT FOR BIDS
- B. NOTICE TO BIDDERS
- C. INSTRUCTION TO BIDDERS
- D. BID PROPOSAL FORM
- E. SUBCONTRACT AGREEMENT
Standard Short Form of Agreement Between Design-Builder and Subcontractor
Exhibit E – Subcontractor Insurance Requirements
Sample Tri-Media Sub-Contractor Services Agreement
- F. REFERENCE DOCUMENTS
Asbestos and Lead Table
Asbestos Assessment dated 3/1/89 by DeLisle Associates, LTD (available upon request)
Asbestos Survey dated 2/15/09 by Mackinac Environmental (available upon request)
- G. DIVISION 1 – GENERAL REQUIREMENTS
01010- Summary of Work
01015- Use of Premises
01019- Contract Considerations
01040- Coordination
01060- Permits & Fees
01090- References
01100- Hazardous Materials
01200- Project Meetings
01300- Submittals
01400- Quality Control
01500- Construction Facilities and Temporary Controls
01600- Materials and Equipment
01650- Startup of Systems
01700- Contract Closeout
- H. SCOPES OF WORK
- | <u>Bid Package</u> | <u>Bid Package Description</u> |
|--------------------|--------------------------------|
| 02000 | Hazardous Material Abatement |
| 06000 | General Trades |
| 07500 | Membrane Roofing |
| 09200 | EIFS & Drywall |
| 09500 | Acoustical Ceilings |
| 09600 | Flooring |
| 09900 | Painting |
| 15000 | HVAC & Plumbing |
| 16000 | Electrical |
| 17000 | Security |
- J. SCHEDULE

A. ADVERTISEMENT FOR BIDS

A. ADVERTISEMENT FOR BIDS

Chippewa County - City / County Building Renovation

<u>Owner</u>	<u>Architect / Engineer</u>	<u>Design-Builder</u>
Chippewa County 319 Court St. Sault Ste. Marie, MI 49783 (906) 635-6330 p	Landmark Design Group, PC 3900 Linden Ave SE, Ste. C Grand Rapids, MI 49548 (616) 956-0606 p (616) 956-9406 f	Gundlach Champion, Inc. 180 Traders Mine Road Iron Mountain, MI 49801 (906) 779-2303 p (906) 779-8947 f

Notice is hereby given that sealed bids will be received by Chippewa County, County Administrator on or before May 1, 2012 at **4:00 pm local time**. Bid Proposals will be publically opened at 4:05 pm the same date in the Court Room on the 2nd Floor of the City/ County Building.

Proposals shall be submitted in accordance with Bid Documents dated April 9, 2012 prepared by the Design-Builder, Gundlach Champion, Inc. and the Architect/Engineer, Landmark Design Group, PC. Bid Proposals will be received for the following Bid Packages:

<u>Bid Package</u>	<u>Bid Package Description</u>
02000	Hazardous Material Abatement
06000	General Trades
07500	Membrane Roofing
09200	EIFS & Drywall
09500	Acoustical Ceilings
09600	Flooring
09900	Painting
15000	HVAC & Plumbing
16000	Electrical
17000	Security

Subcontract Bidders are required to bid the entire Bid Package.

The project location is 325 Court Street, Sault Ste. Marie, MI 49783.

Hard copies of the Bid Documents may be obtained from River City Reproductions (Phone 616-464-1220), 4039 40th St. SE, Grand Rapids, MI 49512, upon receipt of a \$100.00 non-refundable. The check is to be made payable to Landmark Design Group, P.C. Bid Documents may be also viewed online at www.rivercityrepro.com, and available for viewing at plan rooms of the selected Builders Exchanges located in Upper and Lower Michigan, or at the office of the County Administrator.

There will be a Pre-Bid meeting held at 3:00 pm local time on April 17, 2012 at the Court Room located on the 2nd Floor of the City / County Building. All Bidders are encouraged to attend.

If the submitted bid is greater than \$25,000, a Bid Security shall accompany bid in the form of a bid bond or certified check for no less than five (5%) percent of the Bid Price.

Gundlach Champion, Inc. is an equal opportunity employer.

B. NOTICE TO BIDDERS

B. NOTICE TO BIDDERS

1.00 BID DUE DATE AND TIME

<u>Bid Package</u>	<u>Bid Package Description</u>	<u>Due Date</u>
02000	Hazardous Material Abatement	May 1, 2012
06000	General Trades	May 1, 2012
07500	Membrane Roofing	May 1, 2012
09200	EIFS & Drywall	May 1, 2012
09500	Acoustical Ceilings	May 1, 2012
09600	Flooring	May 1, 2012
09900	Painting	May 1, 2012
15000	HVAC & Plumbing	May 1, 2012
16000	Electrical	May 1, 2012
17000	Security	May 1, 2012

Notes Regarding Bid Packages:

1. All bids are due by **4:00pm local time** on the date indicated unless otherwise changed by bid clarification. Any bid received after the designated time will be returned unopened.
2. Sealed bids will be received by the County Administrator at 319 Court Street, Sault Ste. Marie, MI 49783 and are to be addressed to the attention of Mr. Jim German. Envelope must be sealed with the Bidder's name on the outside of the envelope and designated as follows:

Sealed Proposal
Chippewa County – City / County Building Renovation
319 Court Street, Sault Ste. Marie, MI 49783
Attn: Mr. Jim German, County Administrator
Bid Package:
Subcontractor Name
Address
Phone Number

Bids will be publically opened at **4:05 pm local time** in the Court Room on the 2nd Floor of the City / County Building.

3. Bidders are required to Bid the entire Bid Package. Bid Package Scopes of Work are included in the Project Manual, Section H. Bids will be accepted as single "Bid Packages", or "Combination Bid Packages" as determined to be in the Owner's best interest. If Subcontractors are bidding more than one Bid Package, the bids must be submitted in separate envelopes. Combination bids shall be submitted in separate envelopes.
4. Bidders are required to submit the Bid Proposal Forms **in duplicate**. The Bid Proposal Forms are included in the Project Manual, Section D.
5. Gundlach Champion, Inc. may elect to submit a competitive bid on selected Bid Packages.

2.00 CONTRACT DOCUMENTS

The Contract Documents in existence at time of bid consist of the following separate documents:

1. Project Manual, developed by Gundlach Champion, Inc. dated April 9, 2012
2. Technical Specifications, developed by Landmark Design Group, PC dated April 9, 2012
3. Plans, developed by Landmark Design Group, PC dated April 9, 2012.
4. All subsequent addendum and bid clarifications

All Subcontractors are hereby notified that the above listed separate documents constitute the Contract Documents. All Subcontractors are required to review these Contract Documents and treat them as one. All Subcontractors will be liable for information contained in these separate documents as if they were bound together and issued as one.

3.00 CLARIFICATIONS

The Project Manual takes precedence over references in the Specifications and Plans as to work performed by a particular Subcontractor. Precedence of documents for resolution of discrepancies shall be as follows, listed in decreasing order of precedence:

1. Standard Short Form of Agreement Between Design-Builder and Subcontractor
2. Amendment to the Project Manual
3. Project Manual
4. Amendment to Specifications
5. Specifications
6. Amendment to Drawings
7. Drawings

4.00 REFERENCE DOCUMENTS

A copy of the following document(s) is included in the Project Manual, Section F:

1. Asbestos and Lead Table
2. Hazardous material assessment(s) by DeLisle, Mackinaw Environmental and TriMedia are available upon request.

5.00 SCHEDULE

The following milestones are considered to be the late finish dates. Durations and logic may be revised to improve upon milestone and final completion dates.

Start Construction

June 2012

Substantial Completion

December 2012

A copy of the "Preliminary" Construction Schedule is included in the Project Manual, Section J.

C. INSTRUCTION TO BIDDERS

C. INSTRUCTION TO BIDDERS

1.00 DEFINITION OF THE PROJECT

- 1.01 Gundlach Champion Inc. is the Design-Builder. The Owner (Chippewa County) and Design-Builder (Gundlach Champion, Inc.) have a single contract wherein the Design-Builder undertakes the responsibility to provide design and construction of the project. Gundlach Champion has an agreement with the Architect/Engineer (Landmark Design Group, PC) to perform the design and related construction administration services. All other contractors on this project are considered Subcontractors. The Design-Builder will contract with the Subcontractor as an independent contractor to perform all work to complete a Bid Package. The Design-Builder will award separate contracts for all Bid Package proposals for furnishing of labor, material, equipment and all other items required to construct the following:
- 1.02 The overall Project consists of the partial renovation of three (3) floors of the City County Building. Work will be phased in order to accommodate staff remaining in the building. The demolition will consist of removal and disposal of concrete walls, concrete floors, CMU walls, miscellaneous steel, doors, frames, hardware, flooring, mechanical, plumbing and electrical. Structural steel will support a connecting walkway to the 1999 Jail addition. New construction will be metal stud and drywall with painted finish on the interiors and exterior walls will be CMU with EIFS finish. There will be new flooring throughout the area of renovation including ceramic tile, VCT and carpet. New acoustical ceilings will be installed. Cooling will be provided throughout the building and upgrades to the heating system to provide air exchange. The electrical will be upgraded as well and security measures put in place for employee and visitor safety.

Design-Builder

Home Office:

Gundlach Champion, Inc.
180 Traders Mine Road
Iron Mountain, MI 49801
Phone: (906) 779-2303
Fax: (906) 779-8947

Field Office:

325 Court Street
Sault Ste. Marie, MI 49783

2.00 BIDDER'S PRESENTATIONS

- 2.01 It is understood and mutually agreed that by submitting a Proposal, the Bidder acknowledges the Work and has satisfied himself as to the nature and requirements of the Work.
- 2.02 It is further mutually agreed that the Bidder, by submitting a Proposal, acknowledges that he has satisfied himself as to the feasibility and correctness of the Contract Documents and that he accepts all the terms, conditions and stipulations contained herein, and that he will work in cooperation with other Subcontractors performing Work on the jobsite. The Bidder represents that he has visited the site and familiarized himself with the local conditions under which the Work is to be performed.
- 2.03 No verbal agreement or conversation with any office, agent, or employee of the Owner or Architect/Engineer, or the Design-Builder, either before or after the execution of a Contract, shall affect any of the terms, conditions or other obligations set forth in any of the Contract Documents.
- 2.04 Drawings and specifications are complementary and that which is called for by one shall be binding as if called for by both.
- 2.05 In case of difference between drawings of the same scale, or between large scale drawings, or between the drawings and the specifications or on the drawings in the specifications, the conflicts must be reported before bid due date, and that which requires the highest degree of performance

(quality, quantity, strength, finish, completion, complexity, sophistication, cost, etc.) will be required and shall be provided at no increase in bid amount if no written clarification issued. Addenda, which may be issued, will take precedence over drawings and specifications in case of conflict.

3.00 QUESTIONS, CLARIFICATIONS & INTERPRETATIONS

- 3.01 No oral explanation in regards to the meaning of the Contract Documents will be made and no oral instructions will be given before the award of the Contract. Discrepancies, omissions, questions, needs for clarification or interpretation or doubts as to the true meaning of the Contract Documents should be communicated in writing at once to the Design-Builder who shall thereafter notify the Architect/Engineer. The Design-Builder and/or the Architect/Engineer, with time permitting, will issue a written instruction in the form of an Addendum to all Bidders of record and its receipt by the Bidder must be listed on the Bid Proposal Form.
- 3.02 Every question or request for clarification or interpretation shall be sent to the Design-Builder in writing on the Bidder's Request for Information (RFI) form, which is attached. All RFI's are required to be submitted 72 hours in advance of the bid date and time.

4.00 STANDARDS, SUBSTITUTIONS & "APPROVED EQUALS"

- 4.01 All bids must be based on the brands specified or approved by Addendum.
- 4.02 The materials, products and equipment described in the Contract Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.
- 4.03 To receive proper consideration, bids must be based on drawings and specifications without exception. Bidder may offer proposed substitutions as voluntary alternates with corresponding add or deduct on the Bid Proposal Form, but base bid must be based on Bid Documents without exception.
- 4.04 A statement setting forth any changes in other materials, equipment or work that incorporation of the substitute would require shall be included. The burden of proof of the merit of the proposed substitute is upon the proposer. The Design-Builder will recommend approval or disapproval to the Owner of each proposed substitution.

5.00 ADDENDA

- 5.01 All addenda issued before bids are received shall be included in the bid, and upon execution of a Contract, shall be a part thereof. Bidders shall list Addenda received in the appropriate space provided on the Bid Proposal Form. Failure of any Bidder to receive such Addenda shall not relieve the Bidder from any obligations under his bid as submitted. All Addenda issued shall become part of the Contract Documents. No addendum shall be issued within 24 hours of the bid date.

6.00 PREPARATION OF PROPOSALS

- 6.01 Proposals **must** be submitted on the prescribed forms in **Duplicate**. Each Bid Package must be bid on separate Bid Proposal Forms.
- 6.02 Unit Price Proposals are required if set forth in the Bid Proposal Form, Scope of Work or Contract Documents.
- 6.03 Each proposal shall be submitted on the designated form, or copies thereof, and shall be signed in ink. Erasures or other changes in a Proposal must be explained or noted over the signature of the Bidder. Proposals containing any conditions, omissions, unexplained erasures or alterations,

or items not called for in the Form of Proposal, or irregularities of any kind, may be rejected by the Owner.

- 6.04 Each copy of the Proposal shall include the legal name of the Bidder and a statement whether the Bidder is a sole proprietor, a partnership, a corporation, or any other legal entity, and each copy shall be signed by the person or persons legally authorized to bind the Bidder to a Contract.
- 6.05 If the submitted bid is over \$25,000, a Bid Security shall accompany the bid in the form of a Certified Check, Cashier Check or Bid Bond payable to Gundlach Champion, Inc. for no less than five (5%) of the Base Bid.

7.00 MODIFICATION OR WITHDRAWAL OF BID

- 7.01 A bid may not be modified, withdrawn or canceled by the Bidder during the stipulated time period following the time and date designated for the receipt of bids, and Bidder so agrees in submitting his bid.
- 7.02 Prior to the time and date designated for receipt of bids, bids submitted early may be modified or withdrawn only by notice to the party receiving bids at the place and prior to the time designated for receipt of bids. Such notice shall be in writing over the signature of the Bidder. It shall be so worded as not to reveal the amount of the original bid.
- 7.03 Withdrawn bids may be resubmitted up to the time designated for the receipt of bids provided that they are then fully in conformance with these Instructions to Bidders.

8.00 CONSIDERATION OF PROPOSALS

- 8.01 The Owner shall have the right to reject any or all bids and in particular to reject a bid not accompanied by data required by the Bidding Contract Documents or a Proposal in any way incomplete or irregular. The Owner shall have the right to waive any informality or irregularity in any Proposal received.
- 8.02 The Owner reserves the right to reject any and all Proposals when such rejection is in the interest of the Owner, or to reject the bid of a Bidder who, in the Owner's opinion, is not qualified to fulfill the contract.
- 8.03 Each bidder agrees to waive any claim it has or may have against the Owner, Design-Builder, Architect/Engineer, and their respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any bid.
- 8.04 Refer to Chippewa County Purchasing Policy for other stipulations.

9.00 ALTERNATES

- 9.01 Definition: An alternate is an amount proposed by Bidders and stated on the Bid Form that will be added to or deducted from Base Bid amount if the Owner decides to accept a corresponding change in either scope of work or in products, materials, equipment, systems or installation methods described in Contract Documents.
- 9.02 The Bidder must bid the Alternate as the Alternate pertains to the Bid Package.
- 9.03 Each Bidder is required to coordinate related work and modify or adjust surrounding work, as it pertains to their Bid Package, as required to ensure that work affected by each accepted alternate is complete and fully integrated into the project.

Each Bidder, as it pertains to their Bid Package, is to include as part of each alternate, miscellaneous devices, appurtenances and similar items incidental to or required for a complete installation whether or not mentioned as part of the alternate.

- 9.04 The Alternates quoted will be reviewed, and the Owner shall have the right to accept or reject Alternates in any order or combination.
- 9.05 Notification: Immediately following award of Subcontract, notification of the status of each alternate will be prepared and distributed to each party involved. Indication whether alternates have been accepted, rejected or deferred for consideration at a later date will be provided. A complete description of negotiated modifications to alternates, if any, will also be included.
- 9.06 Schedule of Alternates: The "Schedule of Alternates" is depicted below. Specification sections referenced in the schedule contain requirements for materials and methods necessary to achieve the work described under each alternate.
1. Deduct all labor material and equipment for demolition and remodeling of Basement Floor Rooms 130, 131, 132, 133, 134, 135, 136, 137, 138, 139 and 142.
 2. Deduct all labor material and equipment of First Floor Rooms 201, 202, 203, 204, 205, 207, 208, 209, 210, 211, 212, 213, 214, 215, 217, 221, 222, 223, 224, 225, 228, 229, 230, 231, 239, 240, 241, 242, 243, 244, 246, 271, 274, 275, 279, 280, 287, and 288.

10.00 CASH ALLOWANCES

- 10.01 Cash Allowances: To provide adequate budget and bonding to cover items not precisely determined by the Owner prior to bidding, the bidder is to include in their base bid the amounts identified in the Cash Allowance Schedule depicted below.
- 10.02 Cash Allowance Schedule:
1. 06000 – General Trades – Enclosures and Temporary Partitions - \$20,000
 2. 06000 – General Trades – Dumpsters for Demolition Materials and Construction Debris - \$10,000

11.00 QUALIFICATIONS OF BIDDERS

- 11.01 The Owner and Design-Builder reserve the right to request an audited, current (within 6 months) financial statement together with a statement of past experience, personnel, machinery, and equipment available to perform the proposed Work from any Bidder considered for award of a Contract. Failure or refusal to furnish such a statement or statements, to provide such information or to provide a satisfactory statement of financial responsibility, may constitute a basis for disqualifying the Bidder.
- 11.02 Corporate Bidders to be eligible to enter into a Contract shall be qualified to do business in the location corresponding to project location. Bidders shall comply with all applicable licensing requirements. Foreign corporations, which have not domesticated or otherwise become licensed in the State, shall obtain a permit to do business pursuant to Local requirements.

12.00 SUB-SUBCONTRACTORS

- 12.01 Each Bidder is specifically advised that any person, firm or other party to whom the Bidder proposes to award a Sub-Subcontract must be acceptable to the Design-Builder and Owner.

13.00 AFFIRMATIVE ACTION AND MBE/WBE/DBE PARTICIPATION

- 13.01 All Bidders shall ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, origin, age, marital status, sexual orientation, or disability and in conformance with local, state and federal regulations.
- 13.02 The Design-Builder will ensure that in regard to any contract entered into pursuant to this bid package, minority and women owned business enterprises will be afforded full opportunity to submit bids in response to the request for proposal and will not be discriminated against on the grounds of race, creed, color, sex, age, non-disqualifying handicap, religion, ancestry, marital status, national origin, place of birth or sexual preference.

14.00 POST- BID INFORMATION

- 14.01 Each Bidder, by submitting a Proposal, agrees to meet with the Owner and Design-Builder, if so requested, prior to an award. The purpose of such a meeting is to review:
- a. Bidders quantities, manpower, scheduling and shop drawing submittals.
 - b. Bidders proposed subcontractors and material and equipment suppliers, and all materials to be used.
 - c. Bidders understanding of General Conditions and Contract Documents.
 - d. Safety, temporary facilities and site conditions.
 - e. Possible material/method alternatives.
 - f. Possible overlap of work items.
 - g. Project administration and Quality Control.
 - h. Alternates to be accepted and contract amount, unit prices, terms, retainage, payment and accounting procedures and forms.
 - i. Bidders questions and recommendations.
 - j. Schedule of Values
 - k. Insurance Certificates.
 - m. Gundlach Champion Subcontractor Prequalification Form

15.00 CONTRACT AWARD

- 15.01 Within seven (7) days of the Letter of Intent, the successful Subcontractor Bidder shall:
- a. Submit a list of the names of all proposed subcontractors and material and equipment suppliers, and a list of all materials to be used. Furnish a complete listing of all required submittals and submittal dates.
 - b. Meet and provide input as required to allow the Design-Builder to further develop the "Preliminary" Construction Schedule in the bid documents into a more detailed CPM Schedule incorporating all contractual requirements "For Construction" and overall project management. Reference the Project Manual for the schedule.

16.00 INSURANCE

16.01 Reference the Project Manual, Section E, Subcontract Agreement, for insurance requirements.

17.00 PREVAILING WAGE RATES

17.01 Prevailing wages are not required for this project.

18.00 TAXES

18.01 The Subcontractor shall pay all State and Federal taxes levied on its business, income or property, including but not limited to taxes on the Subcontractor's gross or net receipts or income. Subcontractor shall be solely responsible for such payments and shall indemnify Owner and hold it harmless for any assessment and payment of same.

19.00 SUBCONTRACT AGREEMENT

19.01 Each Bidder, by submitting a proposal, agrees to execute the "Standard Short Form of Agreement Between Design-Builder and Subcontractor" (See Section E of the Project Manual).

19.02 Each Bidder, shall be held responsible for having familiarized themselves with the Agreement between the Owner and Design-Builder (prime agreement) and other documents affecting their contracts in this project manual. The prime agreement is on file at the Design-Builder's office and will be made available upon request.

BIDDER'S REQUEST FOR INFORMATION

TO: Gundlach Champion Inc.
Attn: Stan Kaczmarek
180 Traders Mine Road
Iron Mountain, MI 49801
Fax No. (906) 779-8947
skaczmarek@gcfirst.com

PROJECT: Chippewa County -
City / County Building Renovation

REFERENCE:
Drawing _____
Detail _____
Specification _____

DISCIPLINE:
Architectural _____
Mechanical _____
Electrical _____
Structural _____
Civil _____

QUESTION: _____

POSSIBLE SOLUTION:

Company: _____
By: _____
Fax No.: _____
Phone No.: _____

REPLY: _____

Gundlach Champion, Inc.
By: _____
Date.: _____

Landmark Design Group, PC
By: _____
Date.: _____

D. BID PROPOSAL FORM

D. BID PROPOSAL FORM

DATE: _____

TO: Chippewa County
319 Court Street
Sault Ste. Marie, MI 49783

PROJECT: Chippewa County
City / County Building Renovation

ATTN: Mr. Jim German

DESIGN-BUILDER: Gundlach Champion, Inc.

ARCHITECT: Landmark Design Group, PC

FROM:

Name of Bidder: _____

Bid Package(s): _____

The Bidder, in compliance with the Advertisement for Bids for construction of the **Chippewa County – City / County Building Renovation**, has examined the Contract Documents prepared by Gundlach Champion, Inc. and Landmark Design Group, PC, and all other related documents and being familiar with the site of the proposed project including availability of materials and labor and weather conditions, hereby proposes to perform all work, provide all labor, and furnish all materials to construct the work in the bid package(s) stated in accordance with the Contract Documents for the amount stated below. These prices are to cover all expenses incurred in performing work required for this Bid Package(s) under the contract documents.

The Bidder agrees to perform all work for the bid package(s) as described in the contract documents, for the base bid stated below. The cost of the Subcontractor

If bidding more than one Bid Package, the proposals must be submitted in separate envelopes. Combination bids shall also be submitted in separate envelopes.

Bidder acknowledges receipt of the following addenda:

Addendum No. _____ Dated: _____

BASE BID:

Bid Package(s) _____

Bid Package Description(s) _____

Base Bid \$ _____

Amount in Words _____ Dollars.

ALTERNATES: Bidders must bid the following alternates, including all applicable taxes and fees, as the alternate pertains to their Bid Package.

<u>No.</u>	<u>Description</u>	<u>Amount</u>
1	Deduct all labor material and equipment for demolition and remodeling of Basement Floor Rooms 130, 131, 132, 133, 134, 135, 136, 137, 138, 139 and 142.	\$ _____
2.	Deduct all labor material and equipment of First Floor Rooms 201, 202, 203, 204, 205, 207, 208, 209, 210, 211, 212, 213, 214, 215, 217, 221, 222, 223, 224, 225, 228, 229, 230, 231, 239, 240, 241, 242, 243, 244, 246, 271, 274, 275, 279, 280, 287, and 288.	\$ _____

VOLUNTARY ALTERNATES: The bidder offers the following voluntary alternate(s). The undersigned agrees that the amounts indicated below shall be added to or deducted from the base bid, as the case may be, for each alternate that is accepted.

Bid Package	Written Description of Voluntary Alternates	Add	Deduct
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____

TAXES:

All applicable taxes are included in the above base bid, alternates and voluntary alternates. This project is subject to State Sales Tax and Use Tax on all material and supplies incorporated and used in the construction of the work. Incorporate any of these taxes in the bids.

Bid Security in the form of checks shall be made payable to Gundlach Champion, Inc. Indicate which of the following accompanies this proposal in the amount of five (5) percent of the bid amount:

- Bid Security by a qualified surety in the form of certified check
- Cashier check
- Bid Bond

Bidder agrees that this bid shall be good and may not be withdrawn for a period of 45 calendar days after the bid due date. If a Notice to Proceed/Letter of Intent or a prepared agreement provided by the Design-Builder is received by the bidder, the bidder will within fifteen (10) days of such receipt, acknowledge acceptance of the contract award and will, complete and return a Prequalification Form and the Certificates of Insurance.

The Bid Security becomes the property of the Design-Builder as liquidated damages for delay and additional expense in the event a contract agreement is not executed; the prequalification form, and/or certificates of insurance are not delivered within the time set forth above.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities or irregularities.

If awarded a contract, the bidder's surety will be: _____

The undersigned agree to the provisions of the contract documents and hereby affix authorized signature representing (check one):

- An individual doing business as: _____
- A partnership
- A corporation

Signature: _____

Print Name: _____ Title: _____

Name of Firm: _____

Business Address: _____

Telephone No.: (_____) _____

Fax No. : (_____) _____

E. SUBCONTRACT AGREEMENT

THE ASSOCIATED GENERAL CONTRACTORS OF AMERICA



CONSENSUSDOCS 751
STANDARD SHORT FORM AGREEMENT BETWEEN
DESIGN-BUILDER AND SUBCONTRACTOR

This document was developed through a collaborative effort of entities representing a wide cross-section of the construction industry. The organizations endorsing this document believe it represents a fair and reasonable consensus among the collaborating parties of allocation of risk and responsibilities in an effort to appropriately balance the critical interests and concerns of all project participants.

These endorsing organizations recognize and understand that users of this document must review and adapt this document to meet their particular needs, the specific requirements of the project, and applicable laws. Users are encouraged to consult legal, insurance and surety advisors before modifying or completing this document. Further information on this document and the perspectives of endorsing organizations is available in the ConsensusDOCS Guidebook.

Job No.:

Contract No.:

Phase No.: _____

This Agreement is made this _____ Day of _____, by and between

DESIGN-BUILDER,

Gundlach Champion, Inc.

180 Traders Mine Road

PO Box 490

Iron Mountain, MI 49801

and

SUBCONTRACTOR,

IMPORTANT: A vertical line in the margin indicates a change has been made to the original text. Prior to signing, recipients may wish to request from the party producing the document a "redlined" version indicating changes to the original text. Consultation with legal and insurance counsel and careful review of the entire document are strongly encouraged.

ConsensusDOCS 751 • STANDARD SHORT FORM AGREEMENT BETWEEN CONTRACTOR AND SUBCONTRACTOR (Where Contractor Assumes Risk of Owner Payment) Copyright © 2007, ConsensusDOCS LLC; revised May 2009. YOU ARE ALLOWED TO USE THIS DOCUMENT FOR ONE CONTRACT ONLY. YOU MAY MAKE 9 COPIES OF THE COMPLETED DOCUMENT FOR DISTRIBUTION TO THE CONTRACT'S PARTIES. ANY OTHER USES, INCLUDING COPYING THE FORM DOCUMENT, ARE STRICTLY PROHIBITED.

PROJECT:

OWNER:

ARCHITECT/ENGINEER:

1. **SUBCONTRACT WORK** To the extent terms of the agreements between Owner and Design-Builder (collectively the prime agreement) apply or pertain to the work of Subcontractor, Design-Builder assumes toward Subcontractor all obligations, rights, duties, and redress that Owner assumes toward Design-Builder. In an identical way, Subcontractor assumes toward Design-Builder all obligations, rights, duties, and redress that Design-Builder assumes toward Owner and others under the prime agreement. In the event of conflicts or inconsistencies between provisions of this Agreement and the prime agreement, this Agreement shall govern. The Contractor's Work is the construction and services required of the Contractor to fulfill its obligations pursuant to its agreement with the Owner (the Work). The Subcontract Work is a portion of the Contractor's Work. Subcontractor shall perform Subcontract Work pursuant to this Agreement under the general direction of Design-Builder and shall cooperate with Design-Builder so Design-Builder may fulfill its obligations to Owner and others. Subcontractor shall provide Subcontract Work for the Project in accordance with the Progress Schedule to be prepared by Design-Builder after consultation with Subcontractor, and as it may be amended in accordance with this Agreement. Subcontractor shall give timely notices to authorities pertaining to Subcontract Work and shall be responsible for all submittals, permits, fees, licenses, assessments, inspections, testing and taxes necessary to complete Subcontract Work. Subcontractor to provide _____ (Brief Description of Subcontract Work), as more fully described in Exhibit A.

2. **SUBCONTRACT AMOUNT** Subject to other provisions of this Agreement Design-Builder agrees to pay Subcontractor for satisfactory and timely performance and completion of Subcontract Work: _____. Retainage shall be _____ percent (%). The release of the Subcontractor's retainage is contingent upon the Owner's acceptance of the Subcontract Work and the completion of close-out requirements.

3. **EXHIBITS** The following Exhibits are incorporated by reference and made part of this Agreement:

EXHIBIT A: Subcontract Work, ___ pages, attached.

EXHIBIT B: Current Drawing List, (___) pages, attached. The list consists of Drawings, Project Manual, (Specifications, General, Special, Supplementary, other conditions and information) and addenda. The prime agreement will be furnished upon request. Some of the provisions of the prime agreement may be withheld.

EXHIBIT C: Progress Schedule, ___ pages, attached.

EXHIBIT D: Alternates, ___ pages.

EXHIBIT E: Insurance Provisions, 2 pages.

EXHIBIT F: Submittals, ___ pages, attached.

4. ETHICS The Design-Builder and the Subcontractor shall perform their obligations with integrity, ensuring at a minimum that: a) Conflicts of interest shall be avoided or disclosed promptly to the other Party; and b) the Design-Builder and the Subcontractor warrant that they have not and shall not pay nor receive any contingent fees or gratuities to or from the other Party, including their agents, officers and employees, Subcontractors or others for whom they may be liable, to secure preferential treatment.

5. SAFETY

5.1 The Subcontractor shall establish its own safety program implementing safety measures, policies and standards conforming to those required or recommended by governmental and quasi-governmental authorities having jurisdiction and by the Design-Builder and Owner, including, but not limited to, requirements imposed by this Agreement. The Subcontractor shall comply with the reasonable recommendations of insurance companies having an interest in the Project, and shall stop any part of the Subcontract Work which the Design-Builder deems unsafe until corrective measures satisfactory to the Design-Builder have been taken. If the Subcontractor fails to take such corrective measures, the Design-Builder may do so at the expense of the Subcontractor and may deduct the cost thereof from any payments due or to become due the Subcontractor. The Design-Builder's failure to stop the Subcontractor's unsafe practices or the Design-Builder's efforts to take corrective measures shall not relieve the Subcontractor of its responsibilities or liabilities. The Subcontractor shall notify the Design-Builder immediately following an accident and promptly confirm the notice in writing. A detailed written report shall be furnished if requested by the Design-Builder.

5.2 PROTECTION OF THE WORK The Subcontractor shall take necessary precautions to properly protect the Subcontract Work and the work of others from damage caused by the Subcontractor's operations. Should the Subcontractor cause damage to the Work or property of the Owner, the Design-Builder or others, the Subcontractor shall promptly remedy such damage to the satisfaction of the Design-Builder. If Subcontractor does not promptly remedy such damage to the satisfaction of the Design-Builder, the Design-Builder may remedy the damage and deduct its cost from any amounts due or to become due the Subcontractor, unless such costs are recovered under applicable property insurance.

5.2.1 All Subcontractors shall be responsible for communicating, upon discovery, water release or mold growth concerns to the Design-Builder. All Subcontractors shall ensure that building materials to be incorporated into their scope of work are free from unusual moisture (less than 12% moisture) and all mold growth. Any materials abnormally wet, or exhibiting signs of mold growth, shall not be used until dried, treated or replaced. All Subcontractors will cooperate with the Design-Builder in minimizing potential causes of moisture/water or mold growth conditions during its performance of the Subcontract Work.

5.3 CLEANUP

5.3.1 The Subcontractor shall at all times during its performance of the Subcontract Work keep the worksite clean and free from debris resulting from the Subcontract Work. Subcontractor shall make provisions to minimize and confine dust and debris resulting from its construction activities.

5.3.2 The Subcontractor is responsible for the removal of debris and waste to a dumpster furnished by the Design-Builder. The cost of removal of debris and waste to a certified landfill, including dumping fees, as a result of the Subcontract Work is by the Design-Builder.

5.3.3 If the Subcontractor fails to commence compliance with cleanup duties within forty-eight (48) hours after written notification from the Design-Builder of non-compliance, the Design-Builder may implement appropriate cleanup measures without further notice and the cost thereof shall be deducted from any amounts due or to become due the Subcontractor.

5.3.4 Final Cleanup. Each Subcontractor shall execute final cleaning prior to final inspection in accordance with manufacturer's recommendation and as required within the technical sections of the specifications governing work under their Subcontract.

5.4 CORRECTION OF WORK Subcontractor agrees to correct, after receipt of a written notice from the Design-Builder, all Subcontract work performed under this Agreement which proves to be defective in workmanship or materials within a period of one year from the date of Substantial Completion established for the Project, or for a longer period of time as may be required by specific warranties in this Agreement.

5.4.1 If the Subcontractor's correction or removal of Subcontract work destroys or damages completed or partially completed work of the Owner, the Design-Builder or any separate contractors, the Subcontractor shall be responsible for the cost of correction of such damaged or destroyed construction.

6. ASSIGNMENT Subcontractor shall not assign the whole or any part of its Subcontract Work or this Agreement without prior written approval of Design-Builder.

7. TIME

7.1 SCHEDULE In consultation with Subcontractor, the Design-Builder shall prepare the schedule for performance of Design-Builder's work (Progress Schedule) and shall revise and update such schedule, as necessary, as Design-Builder's work progresses. Subcontractor shall provide Design-Builder with any scheduling information proposed by Subcontractor for Subcontract Work and shall revise and update as Project progresses. Design-Builder and Subcontractor shall be bound by the Progress Schedule. The Progress Schedule and all subsequent changes and additional details shall be submitted to Subcontractor reasonably in advance of required performance. Design-Builder shall have the right to determine and, if necessary, change the time, order and priority in which various portions of Subcontract Work shall be performed and all other matters relative to Subcontract Work.

8. CHANGE ORDERS When Design-Builder orders in writing, Subcontractor, without nullifying this Agreement, shall make any and all changes in Subcontract Work, which are within the general scope of this Agreement. Any adjustment in the Subcontract Amount or time of performance shall be authorized by a Change Order. No adjustments shall be made for any changes performed by Subcontractor that have not been ordered in writing by Design-Builder. A Change Order is a written instrument prepared by Design-Builder and signed by Subcontractor stating their agreement upon the change in Subcontract

Work. If commencement or progress of Subcontract Work is delayed without the fault or responsibility of Subcontractor, the time for Subcontract Work shall be extended by Change Order to the extent obtained by Design-Builder, and the Progress Schedule shall be revised accordingly. No change in the Subcontract Work, whether by way of alteration or addition to the Subcontract Work, shall be the basis of an addition to the Subcontract Amount or change in the Subcontract time of performance unless and until such alteration or addition has been authorized by a Change Order executed and issued in accordance with this Agreement.

8.1 The allowable Fee (overhead and profit) for added Subcontract Work by Subcontractor's own forces shall not exceed _____ percent (___%) of additional cost. For added Subcontract Work to be performed by any Subcontractor's subcontractor, the allowable Subcontractor's Fee shall not exceed _____ percent (___%) on this added cost of Subcontract Work. For added Subcontract Work performed by any nominated subcontractor, regardless of tier, the nominated, performing subcontractor's allowable Fee shall not exceed _____ percent (___%) of additional cost. For added Subcontract Work performed by any nominated subcontractor, regardless of tier, the corresponding higher tier subcontractor(s) shall limit their Fee to not exceed _____ percent (___%) of the performing lower tier subcontractor's cost of the Subcontract Work, including the lower tier subcontractor's Fee.

8.2 When both additions and credits covering changes in the Subcontract Work or substitutions are involved in a change, the allowable Fee shall be calculated on the basis of net increase, if any, with respect to that change.

8.3 On any change in the Work which involves a net credit to the Owner, no Fee allowance shall be figured.

9. PAYMENT

9.1 SCHEDULE OF VALUES As a condition of payment, Subcontractor shall provide a schedule of values satisfactory to Design-Builder not more than ten (10) Days from the date of this Agreement.

9.2 PROGRESS AND FINAL PAYMENTS Progress payments, less retainage, shall be made to Subcontractor, for Subcontract Work satisfactorily performed, no later than fourteen (14) Days after receipt by Design-Builder of payment from Owner for Subcontract Work. Final payment of the balance due shall be made to Subcontractor no later than fourteen (14) Days after receipt by Design-Builder of final payment from Owner for Subcontract Work. These payments are subject to receipt of such lien waivers, affidavits, warranties, guarantees or other documentation required by this Agreement or in form or substance acceptable to Design-Builder.

9.3 PAYMENTS WITHHELD Design-Builder may reject a Subcontractor payment application or nullify a previously approved Subcontractor payment application, in whole or in part, as may reasonably be necessary to protect Design-Builder from loss or damage caused by Subcontractor's failure to (1) timely perform Subcontract Work, (2) properly pay subcontractors or suppliers, or (3) promptly correct rejected, defective or nonconforming Subcontract Work, (4) third party claims involving the Subcontractor or reasonable evidence demonstrating that third party claims are likely to be filed unless and until the Subcontractor furnishes the Design-Builder with adequate security in the form of a surety bond, letter of credit or other collateral or commitment which are sufficient to discharge such claims if established.

9.4 PAYMENT DELAY If Design-Builder has received payment from Owner and, if for any reason not the fault of Subcontractor, Subcontractor does not receive a progress payment from Design-Builder within fourteen (14) Days after the date such payment is due, or if Design-Builder has failed to pay Sub-contractor within a reasonable time for Subcontract Work satisfactorily performed,

Subcontractor, upon giving fourteen (14) Days' written notice to Design-Builder, and without prejudice to and in addition to any other legal remedies, may stop work until payment of the full amount owing to Subcontractor has been received. Subcontract Amount and time of performance shall be adjusted by the amount of Subcontractor's reasonable and verified cost of shutdown, delay and startup, and shall be affected by an appropriate Change Order.

9.5 WAIVER OF CLAIMS Final payment shall constitute a waiver of all claims by Subcontractor relating to Subcontract Work, but shall in no way relieve Subcontractor of liability for warranties, or for nonconforming or defective work discovered after final payment.

9.6 OWNER'S ABILITY TO PAY

9.6.1 Subcontractor shall have the right upon request to receive from Design-Builder such information as Design-Builder has obtained relative to Owner's financial ability to pay for Design-Builder's work, including any subsequent material variation in such information. Design-Builder, however, does not warrant the accuracy or completeness of information provided by Owner.

9.6.2 If Subcontractor does not receive the information referenced in Subparagraph 9.6.1, Subcontractor may request information from Owner or Owner's lender.

10. INDEMNITY To the fullest extent permitted by law, Subcontractor shall defend, indemnify and hold harmless Design-Builder, Design-Builder's other subcontractors, Architect/Engineer and Owner, and their respective agents, consultants, employees and others as required by this Agreement, from all claims, actions, demands, and liabilities for bodily injury and property damage, including all related fines, penalties, costs and expenses (including without limitation, costs of experts, court costs and attorney's fees) that may at any time (including after final completion of the Subcontract Work or the Project) arise from or are in any way attributable to the performance or non-performance of Subcontract Work to the extent of the negligence or misconduct attributed to such acts or omissions by Subcontractor, Subcontractor's subcontractors, or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable. This indemnity shall apply even if the claim, action, demand or liability with respect to which indemnity is sought is attributable to or caused in part by or results in part from the negligence, strict liability, misconduct or fault of an indemnified party.

10.1 If Subcontractor, Subcontractor's subcontractors, or anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable, by rental, loan, or otherwise, makes use of any of the Design-Builder's tools, construction equipment, scaffolding or other appliances, Subcontractor agrees (a) that all such items are accepted and used "AS IS, WITH ALL FAULTS", (b) that such use shall be at the sole risk of Subcontractor and any other party using such items, and (c) to the fullest extent permitted by law, to defend, indemnify and hold harmless the Design-Builder, the Design-Builder's other subcontractors, the Architect/Engineer and the Owner, and their respective agents, consultants, employees and others as required by this Agreement, from all claims, actions, demands, and liabilities for bodily injury and property damage, including all related fines, penalties, costs and expenses (including without limitation, costs of experts, court costs and attorney's fees) that may at any time (including after final completion of the Subcontract Work or the Project) arise from or are in any way attributable to such use of Design-Builder's tools, equipment, scaffolding or other appliances. This indemnity shall apply even if the claim, action, demand or liability with respect to which indemnity is sought is attributable to or caused in part by or results in part from the negligence, strict liability, misconduct or fault of an indemnified party.

11. INSURANCE

11.1 **SUBCONTRACTOR'S INSURANCE** Before commencing the Subcontract Work, and as a condition of payment, the Subcontractor shall purchase and maintain insurance that will protect it from the claims arising out of its operations under this Agreement, whether the operations are by the Subcontractor, or any of its consultants or subcontractors or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

11.2 **MINIMUM LIMITS OF LIABILITY** The Subcontractor shall procure and maintain, with insurance companies licensed in the jurisdiction in which the Project is located and acceptable to the Design-Builder, which acceptance shall not be unreasonably withheld, at least the limits of liability as set forth in Exhibit E.

11.3 **NUMBER OF POLICIES** Commercial General Liability Insurance and other liability insurance may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability Policy.

11.4 **CANCELLATION, RENEWAL AND MODIFICATION** The Subcontractor shall maintain in effect all insurance coverages required under this Agreement at the Subcontractor's sole expense and with insurance companies acceptable to the Design-Builder, which acceptance shall not be unreasonably withheld. The policies shall contain a provision that coverage will not be cancelled or not renewed until at least thirty (30) Days' prior written notice has been given to the Design-Builder. Certificates of insurance showing required coverage to be in force pursuant to Subparagraph 11.2 shall be filed with the Design-Builder prior to commencement of the Subcontract Work. In the event the Subcontractor fails to obtain or maintain any insurance coverage required under this Agreement, the Design-Builder may purchase such coverage as desired for the Design-Builder's benefit and charge the expense to the Subcontractor, or terminate this Agreement.

11.5 **CONTINUATION OF COVERAGE** The Subcontractor shall continue to carry Completed Operations Liability Insurance as set forth in Exhibit E. Prior to commencement of the Work, Subcontractor shall furnish the Design-Builder with certificates evidencing the required coverages.

11.6 **PROPERTY INSURANCE** Upon written request of the Subcontractor, the Design-Builder shall provide the Subcontractor with a copy of the Builder's Risk Policy of insurance or any other property or equipment insurance in force for the Project and procured by the Owner or Design-Builder.

11.6.1 If the Owner or Design-Builder has not purchased property insurance reasonably satisfactory to the Subcontractor, the Subcontractor may procure such insurance as will protect the interests of the Subcontractor, its subcontractors and their subcontractors in the Subcontract Work.

11.6.2 If not covered under the Builder's Risk Policy of insurance or any other property or equipment insurance required by the Subcontract Documents, the Subcontractor shall procure and maintain at the Subcontractor's own expense property and equipment insurance for the Subcontract Work including portions of the Subcontract Work stored off the site or in transit, when such portions of the Subcontract Work are to be included in an application for payment.

11.7 **WAIVER OF SUBROGATION** The Design-Builder and Subcontractor waive all rights against each other, the Owner and the Architect/Engineer, and any of their respective consultants, subcontractors, and sub-subcontractors, agents and employees, for damages caused by perils to the extent covered by the proceeds of the insurance provided in Paragraph 11.6, except such rights as they may have to the insurance proceeds. The Subcontractor shall require similar waivers from its subcontractors. If the policies of insurance referred to in this Article require an endorsement to provide for continued coverage where there is a waiver of subrogation, the owners of such policies

will cause them to be so endorsed.

11.8 DESIGN-BUILDER'S LIABILITY INSURANCE The Design-Builder shall obtain and maintain its own liability insurance for protection against claims arising out of the performance of this Agreement, including without limitation, loss of use and claims, losses and expenses arising out of the Design-Builder's negligence.

11.9 ADDITIONAL LIABILITY COVERAGE Design-Builder () shall/() shall not (indicate one) require Subcontractor to purchase and maintain liability coverage, primary to Design-Builder's coverage under Subparagraph 11.8.

11.9.1 If required by Subparagraph 11.9, the additional liability coverage required of the Subcontractor shall be as specified in Exhibit E.

12. BONDS Subcontractor () shall () shall not furnish to Design-Builder, as Obligee, surety bonds.

13. RISK OF LOSS Except to the extent a loss is coverage by applicable insurance, risk of loss and/or damage to the Subcontract Work shall be upon the Subcontractor until the Date of Substantial Completion, unless otherwise agreed to by the Parties.

14. DESIGN-BUILDER'S RIGHT TO PERFORM SUBCONTRACTOR'S RESPONSIBILITIES AND TERMINATION OF AGREEMENT

14.1 FAILURE OF PERFORMANCE Should Subcontractor fail to satisfy contractual deficiencies or to commence and continue satisfactory correction of the default with diligence or promptness within three (3) business Days from receipt of Design-Builder's written notice, then Design-Builder, without prejudice to any right or remedies, shall have the right to take whatever steps it deems necessary to correct deficiencies and charge the cost thereof to Subcontractor, who shall be liable for such payment, including reasonable overhead, profit and attorneys' fees. In the event of an emergency affecting safety of persons or property, Design-Builder may proceed as above without notice, but Design-Builder shall give Subcontractor notice promptly after the fact as a precondition of cost recovery.

14.2 TERMINATION BY OWNER Should Owner terminate the prime agreement or any part which includes Subcontract Work, Design-Builder shall notify Subcontractor in writing within three (3) business Days of termination and, upon written notification, this Agreement shall be terminated and Subcontractor shall immediately stop Subcontract Work, follow all of Design-Builder's instructions, and mitigate all costs. In the event of Owner termination, Design-Builder liability to Subcontractor shall be limited to the extent of Design-Builder recovery on Subcontractor's behalf under the prime agreement. Design-Builder agrees to cooperate with Subcontractor, at Subcontractor's expense, in the prosecution of any Subcontractor claim arising out of Owner termination and to permit Subcontractor to prosecute the claim, in the name of Design-Builder, for the use and benefit of Subcontractor, or assign the claim to Subcontractor.

14.3 CONTINGENT ASSIGNMENT OF SUBCONTRACT AGREEMENTS

14.3.1 If prime agreement is terminated by Owner for cause, this Agreement shall be assigned by the Design-Builder to the Owner, subject to the prior rights of any surety, provided that:

14.3.1.1 the Owner accepts such assignment, after termination by notifying the Subcontractor and Design-Builder in writing, and assumes all rights and obligations of the Design-Builder pursuant to this subcontract agreement.

14.3.2 If the Owner accepts such an assignment, and the Work has been suspended for more than thirty (30) consecutive Days, following termination, if appropriate, the Subcontractor's compensation shall be equitably adjusted as a result of the suspension.

14.4 **TERMINATION BY DESIGN-BUILDER** If Subcontractor fails to commence and satisfactorily continue correction of a default within three (3) business Days after written notification issued under Paragraph 14.1, then Design-Builder may, in lieu of or in addition to Paragraph 14.1, issue a second written notification, to Subcontractor and its surety, if any. Such notice shall state that if Subcontractor fails to commence and continue correction of a default within seven (7) Days of the written notification, the Agreement will be deemed terminated. A written notice of termination shall be issued by Design-Builder to Subcontractor at the time Subcontractor is terminated. Design-Builder may furnish those materials, equipment and/or employ such workers or subcontractors as Design-Builder deems necessary to maintain the orderly progress of Design-Builder's work. All costs incurred by Design-Builder in performing Subcontract Work, including reasonable overhead, profit and attorneys' fees, costs and expenses, shall be deducted from any monies due or to become due Subcontractor. Subcontractor shall be liable for payment of any amount by which such expense may exceed the unpaid balance of the Subcontract Amount. At Subcontractor's request, Design-Builder shall provide a detailed accounting of the costs to finish Subcontract Work.

14.5 **TERMINATION BY SUBCONTRACTOR** If Subcontract Work has been stopped for thirty (30) Days because Subcontractor has not received progress payments or has been abandoned or suspended for an unreasonable period of time not due to the fault or neglect of Subcontractor, then Subcontractor may terminate this Agreement upon giving Design-Builder seven (7) Days' written notice. Upon such termination, Subcontractor shall be entitled to recover from Design-Builder payment for all Subcontract Work satisfactorily performed but not yet paid for, including reasonable overhead, profit and attorneys' fees, costs and expenses. However, if Owner has not paid Design-Builder for the satisfactory performance of Subcontract Work through no fault or neglect of Design-Builder, and Subcontractor terminates this Agreement under this Article because it has not received corresponding progress payments, Subcontractor shall be entitled to recover from Design-Builder, within a reasonable period of time following termination, payment for all Subcontract Work satisfactorily performed but not yet paid for, including reasonable overhead and profit. Design-Builder's liability for any other damages claimed by Subcontractor under such circumstances shall be extinguished by Design-Builder pursuing said damages and claims against Owner, on Subcontractor's behalf, in the manner provided for in Paragraph 14.2 of this Agreement.

15. CLAIMS AND DISPUTES

15.1 **CLAIMS RELATING TO DESIGN-BUILDER** Subcontractor shall give Design-Builder written notice of all claims within seven (7) Days of Subcontractor's knowledge of facts giving rise to the event for which claim is made; otherwise, such claims shall be deemed waived. All unresolved claims, disputes and other matters in question between Design-Builder and Subcontractor shall be resolved in the manner provided in this Agreement.

15.2 **DAMAGES** If the prime agreement provides for liquidated or other damages for delay beyond the completion date set forth in this Agreement, and such damages are assessed, Design-Builder may assess a share of the damages against Subcontractor in proportion to Subcontractor's share of responsibility for the delay. However, the amount of such assessment shall not exceed the amount assessed against Design-Builder. Nothing in this Agreement shall be construed to limit Subcontractor's liability to Design-Builder for Design-Builder's actual delay damages caused by Subcontractor's delay.

15.2.1 DESIGN-BUILDER CAUSED DELAY Nothing in this Agreement shall preclude Subcontractor's recovery of delay damages caused by Design-Builder.

15.3 WORK CONTINUATION AND PAYMENT Unless otherwise agreed in writing, Subcontractor shall continue Subcontract Work and maintain the Progress Schedule during any dispute resolution proceedings. If Subcontractor continues to perform, Design-Builder shall continue to make payments in accordance with this Agreement.

15.4 MULTIPARTY PROCEEDING The Parties agree, to the extent permitted by the prime agreement, that all Parties necessary to resolve a claim shall be Parties to the same dispute resolution proceeding. To the extent disputes between Design-Builder and Subcontractor involve in whole or in part disputes between Design-Builder and Owner, disputes between Subcontractor and Design-Builder shall be decided by the same tribunal and in the same forum as disputes between Design-Builder and Owner.

15.5 NO LIMITATION OF RIGHTS OR REMEDIES Nothing in Article 15 shall limit any rights or remedies not expressly waived by Subcontractor which Subcontractor may have under lien laws or payment bonds.

15.6 DIRECT DISCUSSION If a dispute arises out of or relates to this Agreement, the Parties shall endeavor to settle the dispute through direct discussion.

15.7 MEDIATION Disputes between Subcontractor and Design-Builder not resolved by direct discussion shall be submitted to mediation pursuant to the Construction Industry Mediation Rules of the American Arbitration Association. The Parties shall select the mediator within fifteen (15) Days of the request for mediation. Engaging in mediation is a condition precedent to any form of binding dispute resolution.

15.8 BINDING DISPUTE PROCESSES If the matter is unresolved after submission of the matter to mediation, the Parties shall submit the matter to the binding dispute resolution procedure designated herein (Designate only one):

Arbitration using the current Construction Industry Arbitration Rules of the American Arbitration Association or the Parties may mutually agree to select another set of arbitration rules. The administration of the arbitration shall be as mutually agreed by the Parties.

Litigation in either the state or federal court having jurisdiction of the matter in the location of the Project.

15.9 COST OF DISPUTE RESOLUTION The costs of any binding dispute resolution procedure shall be borne by the non-prevailing Party, as determined by the adjudicator of the dispute.

15.10 VENUE The venue of any binding dispute resolution procedure shall be the location of the Project, unless the Parties agree on a mutually convenient location.

16. JOINT DRAFTING The Parties expressly agree that this Agreement was jointly drafted, and that they both had opportunity to negotiate terms and to obtain assistance of counsel in reviewing terms prior to execution. This Agreement shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner.

DESIGN-BUILDER: Gundlach Champion, Inc.

BY:

IMPORTANT: A vertical line in the margin indicates a change has been made to the original text. Prior to signing, recipients may wish to request from the party producing the document a "redlined" version indicating changes to the original text. Consultation with legal and insurance counsel and careful review of the entire document are strongly encouraged.

PRINT NAME: _____

PRINT TITLE: _____

SUBCONTRACTOR: _____

BY:

PRINT NAME: _____

PRINT TITLE: _____

IMPORTANT: A vertical line in the margin indicates a change has been made to the original text. Prior to signing, recipients may wish to request from the party producing the document a "redlined" version indicating changes to the original text. Consultation with legal and insurance counsel and careful review of the entire document are strongly encouraged.

ConsensusDOCS 751 • STANDARD SHORT FORM AGREEMENT BETWEEN CONTRACTOR AND SUBCONTRACTOR (Where Contractor Assumes Risk of Owner Payment) Copyright © 2007, ConsensusDOCS LLC; revised May 2009. YOU ARE ALLOWED TO USE THIS DOCUMENT FOR ONE CONTRACT ONLY. YOU MAY MAKE 9 COPIES OF THE COMPLETED DOCUMENT FOR DISTRIBUTION TO THE CONTRACT'S PARTIES. ANY OTHER USES, INCLUDING COPYING THE FORM DOCUMENT, ARE STRICTLY PROHIBITED.

EXHIBIT E

TRADE CONTRACTOR INSURANCE REQUIREMENTS

Trade Contractor shall obtain and maintain insurance with coverage limits as set forth in this exhibit. Trade Contractor shall not commence work under the Trade Contract Agreement until it has obtained all insurance required hereunder, and submitted evidence of such to insureds.

1. Each Trade Contractor and its Subcontractor(s) regardless of tier, shall maintain required insurance for not less than three (3) years after substantial completion of the work.
2. Each policy shall provide that it will not be canceled or materially altered except after a thirty (30) day written notice to insureds.
3. Each Trade Contractor and its Subcontractor(s) regardless of tier, shall with respect to the work, maintain and pay for insurance coverage with companies that have at least an "A-" rating according to the Best Guide.

The limits for liability insurance shall provide coverages for not less than the following amounts or as required by law, or as required in Construction Manager's binding agreement for the Project, whichever is greater:

<u>TYPE</u>	<u>LIMITS</u>	
General Liability	\$2,000,000	General Aggregate (must apply per project)
Including Blanket	\$1,000,000	Products Aggregate
Contractual Liability,	\$1,000,000	Personal Injury
Explosion, Collapse,	\$1,000,000	Each Occurrence
and Underground	\$ 50,000	Fire Damage
Coverage	\$5,000	Medical Expense (per person)

There shall be no adjustment or modification of the policy limiting the scope of coverage for liability arising from sudden pollution, explosion, collapse, or underground property damage. Contractual liability shall provide coverage for the indemnification provisions within the Trade Contract Agreement.

<u>TYPE</u>	<u>LIMITS</u>	
Protection & Indemnity or Other Water Craft Liability	\$1,000,000	If Applicable
Automobile Liability Including Coverage on Owned and Non-Owned Vehicles	\$1,000,000	Combined Single Limit

If Trade Contractor is required to move and/or haul hazardous waste from the project site, or if the project involves such similar environmental exposure, pollution liability coverage equivalent to that provided under ISO Pollution Liability-Broadened Coverage for Covered Autos Endorsement (CA 99 48) shall be provided, and the Motor Carrier Act Endorsement MCS 90 shall be attached.

<u>TYPE</u>	<u>LIMITS</u>	
Excess Liability-Umbrella	\$1,000,000	Each Occurrence
Follow Form Over	\$1,000,000	Aggregate
Underlying GL, AL, EL		
Installation Floater/Cargo Liability/Rigging/Liability	As Applicable	Coverage in an amount equal or greater than the value of the property being installed, hauled or lifted.

TYPE**LIMITS****Workers Compensation-Statutory Limits****Employers Liability:**

Each Accident	\$100,000
Policy Limit	\$500,000
Each Employee	\$100,000

Stop Gap Liability in Monopolistic States. As Applicable

1. Benefits: Statutory, to the state the work is being performed.
2. Federal (e.g., Longshoremen's and Harbor Workers Act, Jones Act, Maritime or Admiralty Act. As Applicable
3. All employees on project site must be included for coverage.

Trade Contractor must name Chippewa County, Gundlach Champion, and Landmark Design Group PC as additional insureds on a primary, non-contributory basis to the Trade Contractor's general, auto, and excess liability policies for both ongoing and completed operations. Coverage as an additional insured should be as broad as ISO 7/04 forms CG2010 and CG2037 combined.

All policies shall be endorsed and certificate shall state that the policies provide a waiver of subrogation in favor of additional insureds.

The limits of liability as stated may be arrived at using a Split-Limit or a Combined Single Limit basis. However, the total limit of liability shall not be less than that stated in the requirements.

The above limits are minimum acceptable insurance limits and do not represent that coverage and limits will necessarily be adequate to protect the Trade Contractor and should not be construed in any way to limit the Trade Contractor's liability to additional insureds nor the indemnification provisions of the Trade Contract Documents.

The Trade Contractor shall maintain full and complete insurance on their Work until final acceptance by additional insureds. The Trade Contractor assumes all risk of loss for their Work.

Additional insureds are not responsible to provide any protective service for the Trade Contractor's benefit. If Builders Risk Insurance is purchased by additional insureds, Trade Contractor may request a copy of the policy or a certificate of insurance to determine the coverage provided.

Any Deductible amount applied to any loss payable under the Builders Risk Insurance shall be borne by the party's interest whose work is damaged in direct proportion as their individual losses shall bear to the total loss. Additional insureds neither represent nor assume responsibility for the adequacy of the Builders Risk Insurance to protect the interests of the Trade Contractor. Trade Contractor assumes the obligation to purchase and maintain any additional property insurance that it deems necessary to protect its interests in the Work.

Additional insureds shall have the right, but not the obligation, to prohibit Trade Contractor or its Subcontractor(s) regardless of tier, from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received by additional insureds.

Acceptance of any certificate(s) and/or endorsement(s) of insurance by additional insureds does not waive the insurance requirements provided in the foregoing paragraphs. Should additional insureds sustain any loss or be required to pay any claim as a result of the Trade Contractor's failure to obtain or maintain insurance as is required by this Trade Contract Agreement, the Trade Contractor shall indemnify additional insureds for any such loss. This indemnification shall occur regardless of whether or not additional insureds have accepted any certificate(s) and/or endorsement(s) of insurance provided by the Trade Contractor or its carrier.

SUB-CONTRACTOR SERVICES AGREEMENT

THIS AGREEMENT, made this Date by and between Contractor hereinafter referred to as SUB-CONTRACTOR, of Contractor Address and TriMedia Environmental & Engineering Services, LLC hereinafter referred to as "TriMedia", of 1002 Harbor Hills Drive, Marquette, Michigan 49855.

WITNESSETH:

PROJECT

TriMedia hereby contracts with SUB-CONTRACTOR to provide the following services, hereinafter collectively referred to as the PROJECT (TriMedia Project Number 2011-XXX):

Project Title

COMPENSATION

SUB-CONTRACTOR shall be paid for all services rendered on the following basis: A lump sum of \$ _____ shall be paid by TriMedia to SUB-CONTRACTOR as provided in Paragraph 3 of the Terms and Conditions attached.

SUB-CONTRACTOR's Employer I.D. # or Social Security Number: _____

Check categories that are applicable to SUB-CONTRACTOR's business as defined by Federal Procurement Regulations:

- | | | | |
|---|--------------------------------------|---|--|
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Partnership | <input type="checkbox"/> Proprietorship | <input type="checkbox"/> Non Profit Entity |
| <input type="checkbox"/> Small Business | <input type="checkbox"/> Woman Owned | <input type="checkbox"/> Minority Owned | <input type="checkbox"/> Hub Zone |

No. of Employees: _____

SCHEDULE

Time is of the essence for this Work. Therefore, it is agreed that the SUB-CONTRACTOR shall substantially complete all services under this agreement by Completion Date, as detailed in the Project Specifications.

SUB-CONTRACTOR'S AGENT

The SUB-CONTRACTOR has appointed _____ as the official AGENT of the SUB-CONTRACTOR for the purpose of the PROJECT and said AGENT has the express authority to bind SUB-CONTRACTOR to all Terms and Conditions of this Agreement, and any subsequent Change Orders. As such, the AGENT shall be responsible for the execution of any document pertaining to this Agreement and for approving all Change Orders to this Agreement.

ITEMS TO BE SUBMITTED

The following items must be submitted by the SUB-CONTRACTOR prior to commencement of on site work:

- Insurance - Certificate of Insurance naming as additional insured TriMedia Environmental & Engineering Services, LLC and Client
- Payment Bond and Performance Bond – naming TriMedia Environmental & Engineering Services, LLC and Client as obliges.
- Health and Safety Plan

TERMS AND CONDITIONS

The Terms and Conditions of this Agreement shall apply to all services performed by SUB-CONTRACTOR pursuant to this Agreement unless otherwise specifically agreed in writing.

ADDITIONAL PROVISIONS; ENTIRE AGREEMENT

The SUB-CONTRACTOR and TriMedia mutually agree that the rights and obligations of the parties under this Agreement shall be further governed by the Additional Provisions indicated below, and that such Additional Provisions, together with the Terms and Conditions of this Agreement are intended by the SUB-CONTRACTOR and TriMedia as a final expression and complete and exclusive statement of their agreement to complete the PROJECT.

Regulatory Agency Guidance Documents and/or Directives

Other Documents as Noted

Company bid dated Bid Date.

TriMedia Bid Specifications

Other Drawings and/or Specifications

Unit Price Schedule dated

Construction Observation/Monitoring

SUB-CONTRACTOR

TriMedia Environmental & Engineering Services, LLC

Thomas Anthos, CIH

Its: _____

Its: Managing Member

Date: _____

Date: _____

TERMS AND CONDITIONS

1. **Parties and Scope of Work:** TriMedia Environmental and Engineering Services, LLC ("TriMedia") shall include said company, or its particular division, subsidiary or affiliate requesting the work. "Work" means the service(s) performed by SUB-CONTRACTOR for TriMedia. "This Agreement" consists of those tasks identified in the *Sub-Contractor Services Agreement*, SUB-CONTRACTOR's written acceptance thereof if accepted by TriMedia, and these Terms and Conditions. "SUB-CONTRACTOR" refers to the person or business entity performing said Work
2. **Independent Contractor:** The relationship between the Sub-Contractor and TriMedia created under this Agreement is that of an independent contractor. Neither the terms of this Agreement nor the performance thereof is intended to directly or indirectly benefit any person or entity not a party hereto and no such person or entity is intended to be or shall be construed as being a third-party beneficiary of this Agreement unless specified by name herein or in an Amendment hereto, executed by the Managing Member of TriMedia.
3. **Expenses and Payments:** SUB-CONTRACTOR shall not demand reimbursement for any costs or expenses except as specified in this Agreement or subsequent Change Order to this Agreement. SUB-CONTRACTOR shall submit to TriMedia either a single invoice at the completion of the Work or monthly progress invoices during the term of this Agreement.

All invoices for payment must be accompanied by a waiver of lien from the SUB-CONTRACTOR on behalf of its Sub-Contractors, suppliers and material men. In the case of monthly invoices, all invoices shall be accompanied by lien waivers as set forth above, and a summary of funds paid to date by TriMedia to SUB-CONTRACTOR for subject Project.

Monthly progress invoices shall be submitted no later than the 26th day of the then-current calendar month. All invoices shall be delivered to TriMedia at the following address:

*Accounts Payable
TriMedia Environmental & Engineering Services, LLC
1002 Harbor Hills Drive
Marquette, Michigan 49855*

All invoices shall reference the project name, location, TriMedia Project Number, and TriMedia Project Manager and be accompanied by a waiver of lien. Within ten working days after TriMedia receives payment from Client for the services rendered by SUB-CONTRACTOR, TriMedia shall pay same to SUB-CONTRACTOR. TriMedia reserves the right to withhold 10% retainage from all progress payments. Upon completion and acceptance of services provided by SUB-CONTRACTOR, and within ten working days after TriMedia receives final payment from Client for services rendered by SUB-CONTRACTOR, TriMedia shall pay retainage to SUB-CONTRACTOR.

The acceptance by SUB-CONTRACTOR of the final payment under this Agreement shall operate as a release to the Client and TriMedia for all claims and liability to the SUB-CONTRACTOR, its representatives, lower tier subs, suppliers, and assigned for any additional compensation or payment relating to any and all tasks done or furnished relating to the services rendered by SUB-CONTRACTOR in performance of the Work.

4. **Warranty:** SUB-CONTRACTOR warrants to TriMedia that: (a) it possesses the expertise, capability, equipment, training and personnel to properly perform the Work required pursuant to this Agreement; (b) it is properly and legally licensed (if applicable) to perform the Work; and, (c) that it shall at all times in the performance of such Work comply with all applicable laws, ordinances, rules and regulations and shall perform all services in a good, workmanlike, efficient and non-negligent manner, with that standard of care, skill, and diligence normally provided by a professional person or firm in the performance of similar Work, at the same time, under similar conditions, at the same or similar locality.
5. **Safety:** SUB-CONTRACTOR shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations (including the *Occupational Safety and Health Act* of 1970 and the regulations issued there under). TriMedia shall not be liable to determine the methods and/or procedures utilized by the SUB-CONTRACTOR or its subcontractors for conformance with state and federal safety laws, regulations, guidance documents, and/or policies related in any manner whatsoever to the Work. In instances where TriMedia issues a *Health and Safety Plan* (HASP) for the project, the HASP exclusively governs services to be performed by TriMedia. The HASP may be used by others to provide consistency with certain construction, demolition, abatement of building contaminants, operation and maintenance, and/or any other services required by the Project by organizations other than TriMedia, but such reliance is at the sole discretion of the user of the HASP. TriMedia shall not be liable for any safety violations, injuries, up to and including death, for reliance on the HASP.

*** SAMPLE ***
(FOR REFERENCE ONLY)

Occupational Safety and Health Administration (OSHA) regulations for employers engaged in work on hazardous sites (29 CFR 1910.120) require each employee to obtain specialized training prior to entry onto a site. The minimum required is typically 40 hours and must be documented by a certificate of completion. SUB-CONTRACTOR's employees engaged in work on hazardous waste sites as defined in 29 CFR 1910.120 shall have appropriate specialized training. SUB-CONTRACTOR is responsible for ensuring that its employees have required training and agrees to furnish proof of training for its employees to TriMedia upon request.

6. **Federal Right-to-know Compliance:** In compliance with the Federal Hazard Communication Standard, SUB-CONTRACTOR shall provide TriMedia a list of hazardous chemicals in the workplace to which employees may be exposed while executing the Work.
7. **Submittals:** If submittals are required as part of this Agreement, TriMedia will check samples; catalog data; schedules; drawings; test results, and other data which the SUB-CONTRACTOR is required to submit, only for conformance with the design concept of the project and compliance with the information given by the Contract Documents.
8. **Restoration:** SUB-CONTRACTOR shall take reasonable measures and precautions to minimize damage to the Work area and any improvements located thereon as the result of its operations and the use of its equipment. If TriMedia or the possessor of any interest in any site desires site restoration from damages caused by SUB-CONTRACTOR, the SUB-CONTRACTOR shall provide such restoration at no additional cost to TriMedia.
9. **Subsurface Structures:** SUB-CONTRACTOR represents and warrants that it assumes the responsibility for the location of all utility lines at the site at which SUB-CONTRACTOR is to do work and unless TriMedia assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits. SUB-CONTRACTOR agrees to defend, indemnify and save TriMedia harmless from all claims, suits, losses, costs and expenses, including actual attorneys fees as a result of personal injury, death or property damage occurring with respect to SUB-CONTRACTOR's performance of its work and resulting from, or caused by, contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and locations thereof was not revealed to TriMedia by SUB-CONTRACTOR.
10. **Payment and Performance Bonds:** If required, the SUB-CONTRACTOR shall furnish payment and performance bonds prior to execution of the Work. The bonds must be made payable to TriMedia in the amount of the Contract Total. Each bond must be signed by both the SubContractor and the Surety. The current power of attorney for the person who signs for the Surety must be attached to the bonds. The Surety shall be a corporate Surety licensed to transact business in the state of Michigan and acceptable to TriMedia.

In the event of any Change Order resulting in the performance of additional work, the amounts of the bonds shall be increased by the amount of the executed Change Order.

11. **Insurance:** SUB-CONTRACTOR SHALL NOT PERFORM ANY PORTION OF THE WORK UNTIL ITS INSURANCE CERTIFICATES HAVE BEEN RECEIVED AND ACCEPTED BY TRIMEDIA. SUB-CONTRACTOR shall provide TriMedia with current insurance certificates evidencing all required coverage stipulated in the Contract Documents. SUB-CONTRACTOR shall have TriMedia and its Client named as an additional insured. The insurance certificate should also list the TriMedia Project Number and location of the work. Such insurance policies shall not be subject to cancellation without the insurer first giving TriMedia 30 days written advance notice. All insurance shall be primary, without right of contribution by any insurance carried by TriMedia or its Client. The SUB-CONTRACTOR shall purchase insurance from companies authorized to do business in the state of Michigan.

SUB-CONTRACTOR shall purchase and maintain in effect for a period of one year following the termination of this Agreement or completion of the Work, whichever period shall be longer, the following minimum insurance: (a) Commercial General Liability Insurance, with limits of liability of not less than \$1,000,000 (Personal Injury) and \$500,000 (Property Damage) for each occurrence, to include blanket contractual, completed operations, and broad form property damage and personal injury coverage; (b) Comprehensive Automobile Liability Insurance (Bodily Injury and Property Damage Combined), with limits of liability of not less than \$1,000,000 each occurrence, to cover all owned and non-owned vehicles; (c) Workers Compensation Insurance in accordance with all applicable federal, state and/or local laws; (d) Employer's Liability Insurance, with limits of liability not less than \$1,000,000; (e) Excess Liability Insurance (umbrella form) with limits of liability of not less than \$1,000,000; and, (f) Any and all insurance required by federal, state and/or local statute, ordinance, rule or regulation.

If subcontract is for engineering design or other professional services: (g) Professional Liability on claims-made basis of not less than \$1,000,000.

12. **Indemnification:** SUB-CONTRACTOR shall indemnify, defend and save harmless TriMedia, its affiliates and subsidiaries, their officers, directors and employees and their successors, heirs and representatives from any responsibility or liability in any way for claims; losses; suits; actions; legal or administrative proceedings; demands or other letters from a federal, state, local government, or other person,

*** SAMPLE ***
(FOR REFERENCE ONLY)

identifying TriMedia as a potentially responsible party; damages; fines; punitive damages; costs; liabilities; interest; attorneys' fees and other legal expenses and costs; or other expenses arising out of the death of, actual or threatened injuries or damages to any person, property and natural resources, including aggravation of existing conditions and loss of use arising out of, incident to, or in connection with this Agreement caused by the negligent act, willful misconduct, errors or omissions of the SUB-CONTRACTOR in the performance of services hereunder.

13. **Supervision and Inspection:** SUB-CONTRACTOR shall perform all Services covered by this Agreement as an independent entity, maintaining full and complete control over SUB-CONTRACTOR's employees and Sub-Contractors. TriMedia assumes no duties with respect to any aspect of performance of the Services by SUB-CONTRACTOR, and does not retain any right to control SUB-CONTRACTOR's performance. SUB-CONTRACTOR shall not at any time hold itself out as an employee or agent of TriMedia, and shall not at any time enter into any contract with any person or entity that shall purport to bind TriMedia.
14. **Quality:** Payment of any funds by TriMedia shall not constitute a waiver or acceptance of defective or deficient workmanship or data and shall not relieve SUB-CONTRACTOR from any responsibility under this Agreement. At TriMedia's request, SUB-CONTRACTOR shall promptly correct, at SUB-CONTRACTOR's sole expense, any portion of the Work that fails in TriMedia's reasonable discretion to meet the requirements set forth in the Agreement. If TriMedia determines SUB-CONTRACTOR is unable to perform any portion of the Work in compliance with this Agreement, TriMedia may retain another Sub-Contractor to correct or perform the Work in question and adjust Compensation to the SUB-CONTRACTOR accordingly.
15. **STATEMENT OF CONFIDENTIALITY:** SUB-CONTRACTOR agrees to keep confidential and not disclose to any person or persons, other than TriMedia employees, sub-consultants or subcontractors, any data and information that is marked CONFIDENTIAL by the Client. These provisions however, shall not apply to information in whatever form that comes into public domain, nor shall it restrict SUB-CONTRACTOR from giving notices required by law or complying with an order to provide information or data when such an order is issued by a court, administrative agency, or other authority with proper jurisdiction, or if it is necessary for SUB-CONTRACTOR to defend itself from suit or claim. In addition, SUB-CONTRACTOR is specifically authorized to disclose information if, in SUB-CONTRACTOR's sole professional opinion, the failure to disclose will or may result in an imminent and substantial endangerment to the public health, safety, welfare or the environment.
16. **Records:** SUB-CONTRACTOR shall retain in legible form all records, including logs, field data, laboratory data, test results, analyses, calculations and notes, relating to the Work for a period of seven years and all records relating to expenses and payments for a period of seven years following termination of this Agreement. SUB-CONTRACTOR agrees to provide TriMedia with one full copy of these documents/records at no expense to TriMedia. If the Work is conducted at a National Priority List or other hazardous waste site, the Parties agree that all records, drawings, studies, surveys, maps, plans and specifications, test results, and field notes in the possession of each shall be retained by each and made available to the other, on reasonable written request, for a minimum period of seven years following completion of the Work.
17. **Permits:** SUB-CONTRACTOR shall obtain all permits and licenses and pay all fees and charges thereof necessary for the performance of the Work under this Agreement.
18. **Non-Discrimination in Employment:** SUB-CONTRACTOR agrees and hereby certifies that in providing Services hereunder, it shall adhere fully to all applicable local, state, and federal requirements pertaining to equal employment opportunity.
19. **Social Security and Wage Tax Liability:** SUB-CONTRACTOR accepts full exclusive liability for the payment of all contributions or taxes for unemployment insurance and old age retirement and other benefits, pensions or annuities, and wage or income taxes, now or hereafter imposed by the United States, and any state or political subdivision thereof, however the same be measured with respect to all persons at any time employed by, or on the payroll of the SUB-CONTRACTOR in performing any services directly or indirectly under this Agreement. SUB-CONTRACTOR shall furnish TriMedia such payroll and employment information as may be required to show compliance with the above obligation.
20. **Changes:** TriMedia reserves the right at any time to make changes in the scope of, or specifications for, the Work. Any difference in price or time for performance resulting from such changes shall be equitably adjusted and this Agreement shall be modified in writing accordingly, subject to mutual agreement of both Parties. No changes in quality, quantity, or nature of the Work to be provided hereunder shall be made except by agreement signed by the noted authorized TriMedia representative.

If the CONTRACTOR wishes to make a claim for an increase in the Contract Sum, he shall deliver written notice within thirty (30) days of the event or change. This notice shall be given by the Contractor before proceeding to execute the Work, except in an emergency endangering life or property. The written notice should include detailed information to allow for consideration of the claim.

*** SAMPLE ***
(FOR REFERENCE ONLY)

The value of the Agreement and required dates of performance may only be changed by a Change Order. The Change Order will constitute full and final settlement of all aspects of cost and time related to the change in Work described. All Change Orders shall be approved and signed by the SUB-CONTRACTOR'S agent and TriMedia.

21. **Force Majeure:** SUB-CONTRACTOR shall not be considered in default because of any delays in the completion of Work due to causes beyond the control and without the fault or negligence of SUB-CONTRACTOR. SUB-CONTRACTOR shall notify TriMedia in writing of the causes of delay and its probable extent within five days of the occurrence giving rise to the claim. Such notification shall not be the basis for a claim for additional compensation.
22. **Assignments and Subcontracts:** SUB-CONTRACTOR's rights and obligations hereunder are deemed to be personal and may not be assigned without the prior written consent of TriMedia and any attempt at assignment without such consent shall be void. SUB-CONTRACTOR shall not subcontract for any part of the Work without the prior written consent of TriMedia. SUB-CONTRACTOR shall cause any of its Sub-Contractors to comply with all provisions of this Agreement relating to SUB-CONTRACTOR.
23. **Termination:** This Agreement shall terminate automatically upon termination of the Agreement between TriMedia and its Sub-Contractor or it may be terminated at any time by SUB-CONTRACTOR or TriMedia upon seven (7) days written notice. In the event of such termination, SUB-CONTRACTOR shall, upon request, transmit promptly to TriMedia all samples, tests, calculations, notes and results relating to the Work and SUB-CONTRACTOR's services hereunder. The SUB-CONTRACTOR will be paid in accordance with the terms of this Agreement for all services properly completed through the date of termination. TriMedia shall not be obligated hereunder nor otherwise liable to pay SUB-CONTRACTOR, its Sub-Contractors, suppliers or material men any other costs, losses, damages or expenses arising out of, or related to, such termination. Upon termination of this Agreement, SUB-CONTRACTOR shall take all steps as are necessary to ensure that any of the services then in progress shall not pose a threat to the safety of people or property.
24. **Notice:** Any notices required or permitted to be sent may be delivered personally, by facsimile, by telegram, or certified mail, return receipt requested, to the signatories of this Agreement at the addresses as the Parties may designate.
25. **Survival of Obligations:** All payment obligations of the Parties and the agreements contained herein shall survive termination of this Agreement.
26. **GOVERNING LAW/ASSIGNS/WITTEN NOTICE:** This Agreement shall be deemed to have been made in Marquette County, Michigan, and shall be governed by, and construed in accordance with the laws of the State of Michigan. Any action arising as a result of this Agreement shall be subject to mediation and arbitration in the County of Marquette, Michigan. Neither the Sub-Contractor nor TriMedia may delegate, assign, sublet or transfer its duties, responsibilities or interests in this Agreement, including but not limited to, monies that are due or monies that may be due, without the written consent of the other party. Written notice shall be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified mail.
27. **MEDIATION:** In an effort to resolve any conflicts that arise during the course of this Agreement, Sub-Contractor and TriMedia agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation. The Sub-Contractor and TriMedia further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, sub-consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements. The parties shall work in good faith to identify a mediator agreeable to both parties.
28. **ARBITRATION:** Any dispute arising pursuant to any contract to which these Terms and Conditions apply that cannot be resolved by mediation, shall be submitted to arbitration in the City of Marquette, Michigan, in accordance with the rules of the American Arbitration Association, the award of the arbitrator to be final and binding on the parties. Judgment upon any award rendered may be enforced in any court having jurisdiction. The parties agree to consent to the jurisdiction of the Marquette County Michigan Circuit Court. Each party shall have the right to select an arbitrator who is an attorney licensed in Michigan with experience in environmental law matters as a member of the panel. The two arbitrators selected will jointly select a third neutral arbitrator who shall serve as the Chair of the panel.
29. **CORPORATE PROTECTION:** It is intended by the parties of this Agreement that any involvement by TriMedia in connection with this project shall not subject TriMedia employees, officers, or directors to any personal liability for the risks associated with this project. Therefore, the Sub-Contractor agrees that any claim or demand, (or suit to enforce the mediation and arbitration or other provision of this Agreement) shall only be directed and/or asserted against TriMedia, and not against any TriMedia employee, officer, or director. By accepting the terms of this Agreement, Sub-Contractor hereby releases and forever discharges TriMedia's employees, officers, directors and/or members from any and all such claims.

- 30. **Complete Agreement:** This Agreement constitutes the complete and integrated agreement between the Parties. It may be changed only by a Change Order in writing signed by the Parties hereto.
- 31. **Reference:** Headings and italics in this Agreement are included herein for convenience of reference and shall not constitute a part of the Agreement for any other purpose.

ENVIRONMENTAL TERMS AND CONDITIONS

- 32. **Hazardous Materials:** Nothing contained within this Agreement shall be construed or interpreted as requiring TriMedia to assume the status of generator, storer, transporter, treater or disposal facility as those terms appear within the Federal *Resource Conservation and Recovery Act (RCRA)*, or within any federal or state statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. SUB-CONTRACTOR assumes full responsibility for compliance with the provisions of RCRA and any other federal or state statute or regulations governing the handling, treatment, storage and disposal of pollutants, hazardous materials, hazardous wastes, or other regulated materials.
- 33. **Pollution Liability Insurance:** SUB-CONTRACTOR shall purchase and maintain in effect for a period of one year following the termination of this Agreement or completion of the Work, whichever period shall be longer, pollution liability insurance in the minimum amount as indicated in the Additional Provisions of this Agreement.

ACKNOWLEDGED, ACCEPTED AND AGREED:
(Sub-Contractor)

TriMedia Environmental and Engineering Services, LLC

BY:
ITS:

BY:
ITS:

DATE:

DATE:

F. REFERENCE DOCUMENTS

**CHIPPEWA COUNTY CITY/COUNTY BUILDING
325 COURT STREET
SAULT SAINT MARIE, MICHIGAN 49783**

TABLE 1: ASBESTOS-CONTAINING MATERIALS
TRIMEDIA PROJECT #2011-044

Material & Asbestos Content	Sample Number	Description	Location
Fire Door 20% Chrysotile	A-001	Assorted Doors w/Gray Asbestos Cores	Throughout the City/County Building

TABLE 2: MATERIALS FOUND NOT TO CONTAIN ASBESTOS
TRIMEDIA PROJECT #2011-044

Material	Sample Number	Description	Location	No. of Samples
HVAC Duct Mastic	A-002	Brown/Black	Building Duct Work	1

TABLE 3: LEAD RESULTS
TRIMEDIA PROJECT #2011-044

Sample Number	Location	Paint Color	Lead Concentration (Parts Per Million)
L-001	First Floor Cells	Gray	Less Than 380
L-002	Basement White Masonry Wall	White	Less Than 110
L-003	First Floor Office Millwork	Blue	620

**G. DIVISION 1 – GENERAL
REQUIREMENTS**

G. DIVISION 1 – GENERAL REQUIREMENTS

This Division applies to the Work described in each division of the Project Specifications.

GENERAL REQUIREMENTS SECTIONS INCLUDE:

- 01010 – Summary of Work
- 01015 – Use of Premises
- 01040 – Coordination
- 01060 – Permits & Fees
- 01090 – References
- 01100 – Hazardous Materials
- 01200 – Project Meetings
- 01300 – Submittals
- 01400 – Quality Control
- 01500 – Construction Facilities and Temporary Controls
- 01600 – Materials and Equipment
- 01650 – Starting of Systems
- 01700 – Contract Closeout

SECTION 01010

SUMMARY OF WORK

PART 1 GENERAL

1. PROJECT DESCRIPTION

- A. Project Location: 325 Court Street, Sault Ste. Marie, MI 49783
- B. Project Description: The overall Project consists of the renovation of three (3) floors of the City County Building. Work will be phased in order to accommodate staff remaining in the building. The demolition will consist of removal and disposal of concrete walls, concrete floors, CMU walls, miscellaneous steel, doors, frames, hardware, flooring, mechanical, plumbing and electrical. Structural steel will support a new floor over the boiler room and a connecting walkway to the 1999 Jail addition. New construction will be metal stud and drywall with painted finish on the interiors and exterior walls will be CMU with EIFS finish. New aluminum entrances will be installed from Court Street. There will be new flooring throughout the area of renovation including ceramic tile, VCT and carpet. New acoustical ceilings will be installed on the 1st and 2nd floor offices and public areas. Cooling will be provided throughout the building and upgrades to the heating system to provide air exchange. The electrical will be upgraded as well and security measures put in place for employee and visitor safety.
- C. The Design-Builder's work is the construction and services required of the Design-Builder to fulfill its obligations pursuant to its agreement with the Owner (the Work). The Subcontract Work is a portion of the Work.

2. BUILDING TYPE AND USE

- A. The project will be per the Michigan 2009 Building Code.

3. WORK BY OWNER

- A. Work by Owner is work that the Owner will perform with its own forces or will contract for separately. The design, drawings, specifications, and work will be by others per separate contract. Summarized below are clarifications of scopes of work that will be by Owner.
 - 1. Loose furnishings and appliances not indicated in plans and specifications will be by the Owner.
 - 2. Equipment not indicated in plans and specifications will be by the Owner.
- B. While the work is excluded from this Contract, work of this Contract shall be coordinated with that of others.

END OF SECTION

SECTION 01015

USE OF PREMISES

PART 1 GENERAL

1. USE OF EXISTING FACILITIES

- A. Construction personnel are to limit their usage of the occupied areas of the facility to that which is absolutely necessary for the installation of their work. Parts of the grounds not in the construction area are "off limits" unless a specific work task is being performed as designated by the Design-Builder.

2. USE OF PREMISES AND DELIVERIES

- A. Subcontractor shall be subject to the rules and regulations for the conduct of the work as the Owner or Design-Builder may establish.
- B. Close coordination will be required of each Subcontractor with the Owner, Design-Builder, other Subcontractors, the county, the city and others having an interest in the project to assure that work on the site, access to and from the site and the general conduct of operations is maintained in a safe and efficient manner, and that disruption and inconvenience to existing streets and property is minimized. Each Subcontractor is responsible to review the site and be familiar with all existing conditions within and around the Owner's property including local conditions and requirements.
- C. Street parking will be limited to that authorized by the Owner and Design-Builder. Subcontractors will be allowed one parking spot near the site. Subcontractor is responsible to provide transportation to and from the site for their employees.
- D. It shall be the responsibility of the Subcontractor to keep all streets and drives in the area free of mud, clay, gravel, debris, and any other materials which the Subcontractor's vehicles or equipment may track or scatter onto the street or drives. The frequency of cleaning of these surfaces shall be based on the amount of material deposited and shall not necessarily be done on a set schedule. The Subcontractor shall clean such streets and/or drives as required, or he shall clean them when instructed to do so by the Design-Builder. Cleaning shall always be continued to the end of the dirtied areas.
- E. Whether shown on the drawings or not, the Subcontractor is responsible to inform itself of the location of underground utilities. Prior to beginning any excavation the Subcontractor shall contact Miss Dig (811 or 800-482-7171) or appropriate agency for the location of all existing underground utilities and/or services. Utilities and/or other services shown or not shown but encountered, shall be protected by the Subcontractor from any damage caused by a result of work and operations, unless or until they are abandoned. If such utilities are damaged by the Subcontractor, he shall make settlement with the Owner(s) of the service(s).
- F. Where it is necessary to build under or near an existing roadway or structures, the Subcontractor shall contact and arrange with the proper officers of the roadway(s), which the work may cross or interfere with, as to the method of protecting said roadway(s) during the work. All work shall be done as ordered by the roadway officials. The Subcontractor shall bear all necessary expense of protecting the roads or structures against possible loss or injury. He shall restore all structures removed by reason of the work to as good as that existing prior to being disturbed.

- G. Each subcontractor shall be responsible for all damage to the project including the existing buildings and grounds due to their operation under this contract. Repair or replacement of damaged items shall be to the satisfaction of the Owner.
- H. Each Subcontractor shall at all times maintain a clean and safe passageway for the Owner's operations and personnel in existing areas and maintain clearances adjacent to and in connection with the work performed.
- I. The Owner shall have the option to curtail or delay any activity that affects their operations. All Subcontractors are to cooperate with the Owner and Design-Builder in all construction operations to minimize conflict, and to facilitate Owner usage.

END OF SECTION

SECTION 01040

COORDINATION

PART 1 GENERAL

1. PROJECT COORDINATION

- A. Each Subcontractor shall cooperate with the Design-Builder and all others whose work may interface with the Subcontract Work; specifically note and immediately advise the Design-Builder of any impediment to the Subcontract Work due to such interface with the Subcontract Work; participate in the preparation of coordination drawings and work schedules in areas of congestion.
- B. Each Subcontractor shall verify that utility requirements of operating equipment are compatible with building utilities.
- C. Each Subcontractor shall verify and coordinate placement of bearing support items.
- D. After Owner occupancy of premises, each Subcontractor shall coordinate access to site for correction of defective Work and Work not in accordance with Subcontract Documents, to minimize disruption of Owner's activities.

2. EXAMINATION

- A. Prior to performing any portion of the Subcontract Work, each Subcontractor shall conduct a visual inspection of the Project site to become generally familiar with local conditions and to correlate site observations with the Subcontract Documents. Discovery of any discrepancies between the site observations and the Subcontract Documents shall be reported to the Design-Builder.
- B. Each Subcontractor shall verify that field conditions, surfaces, and prepared openings are acceptable and are ready to receive work.
- C. Each Subcontractor shall verify that surfaces are smooth and flat within maximum variation recommended for installation of products and that surfaces are ready to receive Work.
- D. Each Subcontractor shall verify that substrate, and adjacent materials are dry as required for products or adhesives.
- E. Each Subcontractor shall verify item(s) provided by other Sections of work are properly sized and located. Verify foundations, pads, pits, and position of anchor bolts and other anchoring devices are in the proper location and of proper size.
- F. Each Subcontractor shall field measure to verify that dimensions are as shown on Drawings, and shop drawings and as instructed by product manufacturer.
- G. Each Subcontractor shall verify mechanical, electrical, phone, plumbing and other building items affecting work are placed and ready to receive this work and that all substrate penetrations are complete.
- H. The Subcontractor shall confirm electrical power is available and is of correct characteristics as required for installed equipment.
- I. Each Subcontractor shall report deficiencies in writing.

- J. Beginning of installation means Subcontractor acceptance of existing conditions.

3. CUTTING AND PATCHING

- A. Each Subcontractor is responsible for the cutting of all holes and openings through existing walls, partitions, ceilings, floors and roofs as necessary for the installation of their work as specified in the Contract Documents. Holes and openings shall be neatly cut and of minimum size to allow the work to be installed and sealed to provide proper fire rating.
- B. Each Subcontractor is responsible for patching and sealing to provide proper fire rating of holes and openings they make. Patching is to match adjacent surfaces in materials and finish. Each Subcontractor is to utilize only tradesmen skilled in the specific finish and material involved in making the patches. All patching is to be done in a neat and workmanlike manner to the satisfaction of the Design-Builder. Defective work shall be corrected at no cost to the Owner and Design-Builder.
- C. Where new work connects with existing, the Subcontractor shall do all necessary cutting and fitting required to make a satisfactory connection with the work to be performed so as to leave the entire work in a finished and workmanlike condition. Furnish all labor and materials to this end, whether or not shown or specified. All measurements must be verified at the building.
- D. Each Subcontractor will be responsible to pay the appropriate contractor as designated by the Design-Builder for restoring any portion of the building that is disturbed, including but not limited to, slabs, walls, ceilings, fire rated partitions, spray on fireproofing, finishes, etc. to their original state as a result of that Subcontractor's action.

4. FIELD ENGINEERING & LAYOUT

- A. The Design-Builder shall establish the principal axis lines of the building and site, and benchmarks. Each Subcontractor shall layout and be responsible for the accuracy of the Subcontract Work and for any loss to the Design-Builder or others by reason of the Subcontractor's failure to layout or perform Subcontract Work correctly. Each Subcontractor shall exercise great care so that the actual final conditions and details shall result in alignment of finish surfaces.
- B. Each Subcontractor before commencing work shall examine spaces, surfaces and areas and verify grades, lines, levels, locations and dimensions are as indicated on the drawings to receive his work. Commencing work implies acceptance of existing conditions.
- C. Information pertaining to preliminary investigations such as the survey, location of utilities, existing structures, and existing grades appear on the Drawings. While such data has been collected with reasonable care, there is no expressed or implied guarantee that conditions so indicated are entirely representative of those actually existing or that unforeseen developments may not occur. Each Subcontractor must put his own interpretation on results of such investigation and shall satisfy himself as to materials upon which his work may be placed. Where underground services, utilities, structures, etc., are located on the Drawings or given at the site, they are based on the available records but are not guaranteed to be complete or correct. They are merely given to assist each Subcontractor.

5. SUBCONTRACTOR'S DAILY REPORT

A. Each Subcontractor will prepare and distribute daily to the Design-Builder a comprehensive daily report and maintain it during the entire project period. The daily report shall be submitted to the Design-Builder's superintendent by 9:00 A.M. the following workday, for the previous day's work, or as determined at the preconstruction meeting. Take action to specifically alert the Design-Builder to items that could result in claims. The daily report shall include the following as a minimum.

1. Manpower by trade.
2. Weather.
3. List of visitors.
4. Detailed description of work being performed with specific location, floor, etc.
5. Situations or circumstances that could delay work or give causes for claims for extension or added costs.
6. Instruction of information requested.
7. Accidents.
8. Materials received with attached material receipts.
9. Major equipment arrival/departure.
10. Daily Abatement Report (Bid Package 02000 only).
11. OSHA Daily Monitoring Logs (Bid Package 02000 only).
12. Waste Disposal Manifests (Bid Package 02000 only).

END OF SECTION

SECTION 01060

PERMITS AND FEES

PART 1 GENERAL

1. PERMITS AND FEES

- A. Each Subcontractor shall give timely notices to authorities pertaining to the Subcontract Work, and shall be responsible for all permits, fees, assessments and licenses necessary to complete the Subcontract Work in accordance with the Subcontract Documents.
- B. The Design-Builder will obtain and pay for the general building permit only.
- C. Each Subcontractor shall deliver copies of required certificates of inspection and approvals to the Design-Builder.

END OF SECTION

SECTION 01090

REFERENCES

PART 1 GENERAL

1. STANDARDS

- A. Each Subcontractor shall conform to standard referenced Subcontract Documents.
- B. The Subcontractor shall obtain copies of standards when required by Subcontract Documents and maintain copies on site as required by individual Sections.
- C. Should specified reference standards conflict with Subcontract Documents, the Subcontractor shall request clarification from Design-Builder before proceeding.
- D. The contractual relationship of the parties to the Subcontract shall not be altered from the Subcontract Documents by mention of inference otherwise in any reference document.

END OF SECTION

SECTION 01100

HAZARDOUS MATERIALS

PART 1 GENERAL

1. HAZARDOUS MATERIALS

- A. A Hazardous Material is any substance or material identified now or in the future as hazardous under any federal, state or local law or regulation, or any other substance or material which may be considered hazardous or otherwise subject to statutory or regulatory requirements governing handling, disposal and /or clean-up.
- B. If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance encountered but not created by the Subcontractor, the Subcontractor shall, upon recognizing the condition, immediately stop work in the affected area and report the condition in writing to the Design-Builder who will be responsible to contact the Owner, Architect/Engineer and if required, the government agency with jurisdiction.
- C. The Owner shall be responsible for retaining an independent testing laboratory to determine the nature of material encountered and whether it is a Hazardous Material requiring corrective measures and/or remedial action. Such measures shall be the sole responsibility of the Owner, and shall be performed in a manner minimizing any adverse effects upon the work of the Design-Builder and its Subcontractors.
- D. The Subcontractor shall not be obligated to commence or continue work until all Hazardous Material discovered at the Project site has been removed, rendered or determined to be harmless by the Owner as certified by an independent testing laboratory approved by the appropriate government agency.
- E. The Subcontractor shall resume work in the area affected by any Hazardous Material only upon written agreement between the parties after the Hazardous Material has been removed or rendered harmless and only after approval, if necessary, of the governmental agency or agencies with jurisdiction.
- F. If the Subcontractor incurs additional costs and/or is delayed due to the presence or remediation of Hazardous Material, the Subcontractor shall be entitled to an equitable adjustment in the contract price and/or contract time.
- G. To the extent not caused by the negligent acts or omissions of the Design-Builder, its Subcontractors and Sub-subcontractors, and the agents, officers, directors and employees of each of them, the Owner shall defend, indemnify and hold harmless the Design-Builder, its Subcontractors and Sub-subcontractors, and the agents, officers, directors and employees of each of them from and against any and all direct claims, damages losses, costs and expenses, including but not limited to attorney's fees, costs and expenses incurred in connection with any dispute resolution process, arising out of or relating to the performance of the Design-Builder's work in any area affected by Hazardous Material. To the fullest extent permitted by law, such indemnification shall apply regardless of the fault, negligence, breach or warranty or contract, or strict liability of the Owner.
- H. To the extent that the Design-Builder has rights or obligations under the Owner and Design-Builder agreement or by law regarding hazardous materials as defined by the

Subcontract Document within the scope of Subcontract Work, the Subcontractor shall the same rights or obligations.

I. **MATERIAL SAFETY DATA (MSD) SHEETS**

Each Subcontractor shall submit to the Design-Builder all Material Safety Data Sheets required by law for materials or substances necessary for the performance of the Subcontract Work. MSD sheets obtained by the Design-Builder from other subcontractors or sources shall be made available to the subcontractor by the Design-Builder.

2. **HEALTH AND SAFETY REQUIREMENTS**

- A. The Subcontractor shall ensure that all the Subcontractor's personnel who work on the site and/or may be exposed to hazardous substances, health hazards or safety hazards are thoroughly trained according to the requirements of Occupational Safety and Health Administration regulations, including 29 CFR 1926.1101 and 29 CFR 1910.120, as well as Michigan Public Act 440 of 1988, Rule 6601, as amended, and are advised as to the potential risks in working at the project site. To the extent the specified Work requires the handling, storage and/or disposal of such regulated waste materials, all personnel engaged in on-site abatement work must have completed the appropriate level of training as required by the State of Michigan and the Occupational Safety and Health Administration governing the removal of ACBM. A copy of such training/certification shall be provided within 10 calendar days after Notice of Award for documentation.
- B. Lead containing paint has been identified within the Project Area. Subcontractor shall ensure that employees who may be exposed to lead are provided with appropriate training and protection pursuant to R325.51992 of the Michigan Administrative Code Part 603, Lead Exposure in Construction. Michigan Part 523 Abrasive Blasting.

END OF SECTION

SECTION 01200

PROJECT MEETINGS

1. PROJECT MEETINGS

- A. The Design-Builder shall schedule, chair and administer all periodic meetings throughout the progress of the work for the purpose of coordinating and expediting the work. Each Subcontractor and supplier attending the meetings shall be authorized to act on decisions made at the meetings and each Subcontractor who should be in attendance will be held responsible for information and directions given at the meeting.
- B. On-site project coordination/progress meetings will be held on a weekly basis or as appropriate throughout the life of the project. At a minimum, each Subcontractor shall be prepared to discuss the following:
1. Safety issues.
 2. Actual vs. scheduled progress for the prior two-week period.
 3. Planned construction activities for the next four weeks.
 4. Problems with, revisions to and corrective measures and procedures to regain the construction schedule, if required.
 5. Review of off-site fabrication and delivery schedules.
 6. Document clarification requests.
 7. Coordination items with other Subcontractors.
 8. Changes in the work affecting cost and/or time.
 9. Submittals and shop drawings.
 10. Field observations, problems or conflicts.
 11. Quality control issues and non-conformance resolutions.
- C. Special meetings shall be called by the Design-Builder to resolve safety issues, construction problems, quality requirements, etc. All Subcontractors must work through the Design-Builder for resolving questions and differences.

END OF SECTION

SECTION 01300

SUBMITTALS

PART 1 GENERAL

1. SUBMITTAL PROCEDURES

- A. The Subcontractor will furnish, within seven (7) days of the Letter of Intent or notification of subcontract award, a complete listing of all required submittals and submittal dates.
- B. The Subcontractor shall identify Project, Subcontractor or supplier, Bid Package Number(s), pertinent Drawing sheet and detail number(s), and specification section number, as appropriate on each submittal. The Subcontractor shall provide clear space for review stamps.
- C. The Subcontractor shall apply Subcontractor's stamp, date, sign or initial certifying that review, verification of Products required, field dimensions, adjacent construction work, and coordination of information, is in accordance with the requirements of the Work and Subcontract Documents. Submittals that in the opinion of the Design-Builder, the Architect/Engineer or Design Consultant(s) that have not been fully checked by the Subcontractor for compliance with the Subcontract Documents, may be returned to the Subcontractor without action. No extension of time will be allowed because of this action.
- D. The Subcontractor shall coordinate submittals of related items and for interfacing work.
- E. The Subcontractor shall prepare and deliver its submittals to the Design-Builder in a manner consistent with the Progress Schedule and in such time so as not to delay the Design-Builder or others in the performance of the Work. The Design-Builder will review and forward submittals to the Architect/Engineer and/or Design Consultant(s) as set forth in the Subcontract Documents. Upon receipt of each submittal by the Architect/Engineer and/or Design Consultant(s), action will be taken with such reasonable promptness as to cause no delay in the Work. A minimum of fourteen (14) days will be allowed for each review.
- F. The Subcontractor shall order no material or perform any portion of the Work for which the Subcontract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the responsible Architect/Engineer and/or Design Consultant(s).
- G. The review of submittals such as Shop Drawings, Product Data and Samples is not performed for the purpose of determining the accuracy and completeness of dimensions, quantities and other details or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Subcontractor as required by the Subcontract Documents.
- H. The Subcontractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect/Engineer's or Design Consultant's approval thereof.
- I. The approval of any Subcontractor submittal shall not be deemed to authorize deviations, substitutions or changes in the requirements of the Subcontract

Documents unless expressed written approval is obtained from the Design-Builder, Owner and Architect/Engineer authorizing such deviation, substitution or change.

- J. The Subcontractor shall identify variations from Subcontract Documents and Product or system limitations that may be detrimental to successful performance of the completed Work.
- K. The Architect/Engineer or Design Consultant's review of submittals does not mean or imply final acceptance of materials or equipment actually furnished or installed if such should be defective or not as represented by approved shop drawings or as otherwise required by the Subcontract Documents.
- L. The Subcontractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect/Engineer or Design Consultant on previous submittals. Without such written notice the Architect/Engineer or Design Consultant's approval of a resubmission shall not apply to such revisions.
- M. If the Contract Documents specifically require the Subcontractor to provide professional design services or certifications by a design professional related to systems, materials or equipment to satisfactorily complete the Subcontract Work, the Owner and the Architect/Engineer will specify all performance and design criteria that such services must satisfy unless the Subcontractor needs to provide such services in order to execute the Subcontractor's responsibilities for construction means, methods, sequences, procedures and techniques. Design services provided by the Subcontractor shall be procured from licensed design professionals retained by the Subcontractor as permitted by the law of the place where the Project is located and the design professional's signature and seal shall appear on all drawings, calculations, specifications, certifications, shop drawings and other submittals prepared or submitted by such professional. The Design-Builder, Owner and Architect/Engineer are entitled to rely on the completeness of services, adequacy, accuracy and certifications or approvals performed by such design professionals, provided the Owner and the Architect/Engineer have specified all performance and design criteria that such services must satisfy. The Architect/Engineer will review and approve or take appropriate action upon the Subcontractor's submittals but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Design-Builder shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.
- N. The Design-Builder shall retain one set of submittals at the Project.

2. SHOP DRAWINGS

- A. SHOP DRAWINGS are drawings, diagrams, schedules and other data specially prepared for a particular scope of work and furnished by a subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.
- B. Shop drawings are required for all fabricated materials, specialty items, and purchased equipment, and shall consist of six (6) prints of each shop drawing or printed page or an electronic copy emailed to our office.
- C. The shop drawings from any one source shall be uniform in size as far as possible, but in no case smaller than 8-1/2" x 11" or larger than 30" x 42". Each shop drawing shall have a clear space not less than 5-1/2" x 3-1/2" for the review stamp(s).

- D. The Subcontractor shall submit shop drawings to the Design-Builder in strict compliance with the Subcontract Document requirements.
- E. The Subcontractor remains responsible for details and accuracy, for confirming and correlating all quantities and dimensions, for selecting fabrication processes, for techniques of assembly, and for performing its Subcontract Work in a safe manner.
- F. Structural Shop Drawings shall bear the seal of a Professional Engineer registered in the State of the project's location if specified in the Subcontract Documents.
- G. Shop Drawings shall include appropriate for product:
 - 1. Members – Sizes, spacing, attachments and fasteners, cambers, loads, connections, design calculations, and locations and size openings. Include erection drawings, elevations, and details where applicable. Indicate welded connections with AWS A2.0 welding symbols. Indicate net weld lengths.
 - 2. Fabrication – Profiles, sizes, dimensions, connections, attachments, anchorage, size and type of fasteners, and accessories. Include plans, elevations, and details as required to fully describe work.
 - 3. Finishes – Indicate finishes including decorative laminate, paint color, stain and sealer, and other finishes. Obtain approval for finishes before ordering.
 - 4. Hardware – Profiles, sizes, function, dimensions, grade, finish and attachment.

3. PRODUCT DATA

- A. PRODUCT DATA are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information, furnished by a Subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.
- B. The Subcontractor shall submit product data as required by various specification sections to the Design-Builder. For standard products and items, product data may be submitted in the manufacturer's standard form. A minimum of six (6) copies is required.
- C. Information pertaining to several sizes of grades of one classification of equipment or product, or to several components of a specific system or item of equipment, shall be of uniform size and be bound together in a folder. Particular items to be furnished shall be clearly indicated on each sheet. Supplement the manufacturer's standard data to provide information unique to this project.
- D. Each submittal shall have clear space, not less than 5-1/2" x 3-1/2", located in the lower right or lower left hand corner for the review stamp(s).

4. SAMPLES

- A. Samples are physical examples that illustrate materials, equipment or workmanship and functional and aesthetic characteristics by which the work will be judged.
- B. For products requiring approval, submit three (3) samples, which will be retained.
- C. Submit three (3) sets of samples for items specified as "finish selected by..." . Samples indicate colors, textures and patterns available.

- D. Reviewed samples that may be used in the work are indicated in individual Specification Sections. Samples will not be returned.

5. **MANUFACTURER'S CERTIFICATES**

- A. When specified in individual specification Sections, submit six (6) copies of manufacturer's certificate to Design-Builder for Architect/Engineer.
- B. Indicate material or Product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- C. Certificates may be recent or previous test results on material or Product, but must be acceptable to the Design-Builder and Architect/Engineer.

END OF SECTION

SECTION 01400

QUALITY CONTROL

PART 1 GENERAL

1. TESTING

- A. Each Subcontractor shall coordinate and schedule all required tests, approvals and inspections of the Subcontract Work at appropriate times so as not to delay the progress of the project. The Subcontractor shall give proper written notice to the Design-Builder and all required parties of such tests, approvals and inspections.
- B. The Design-Builder or Owner will employ, without cost to the Subcontractors, testing firm(s) to perform such engineering laboratory services and on-site inspection as deemed necessary by the Design-Builder to determine compliance with the requirements of the Subcontract. This work will not be a service to the Subcontractors for the performing of tests and checking of materials required of the Subcontractors.
- C. The testing firm(s) employed by the Design-Builder or Owner will report directly to the Design-Builder or Owner. Copies of test and inspection reports will be furnished to the appropriate Subcontractors. The laboratory and their representatives will be instructed to promptly call to the attention of the Subcontractor, any instance of non-compliance with the requirements of the Subcontract. Failure to so notify the Subcontractor shall not relieve the Subcontractor of any of their responsibilities for compliance or making good workmanship or materials that are not in compliance with the requirements of the Subcontract.
- D. The testing firms shall provide inspection and testing, and report results including, but not limited to the following:
 - 1. Inspection and testing of placed and compacted soils.
 - 2. Inspection and testing of bituminous paving.
 - 3. Testing of concrete.
 - 4. Inspection and testing of masonry, grout, and mortar.
 - 5. Inspection and testing of structural fabrication, welds, and connections.
- E. Each Subcontractor shall cooperate with the testing firms and provide labor to assist with sample preparations where applicable.
- F. All inspection services for the Subcontract Work required by specification Division 15, 16 and 17 shall be provided and paid for by the Subcontractor performing the work.

2. QUALITY ASSURANCE/CONTROL OF INSTALLATION

- A. Each Subcontractor is responsible to monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship to produce work of specified quality.
- B. Each Subcontractor shall comply fully with manufacturers' instructions, including each step in sequence.

- C. Should manufacturers' instructions conflict with Subcontract Documents, request clarification from Design-Builder before proceeding.
- D. Each Subcontractor shall comply with specified standards as a minimum quality for the Subcontract Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Each Subcontractor shall perform work by persons qualified to produce workmanship of specified quality and employ personnel licensed or approved by manufacturer when such employment is a condition of manufacturer's warranty.
- F. The Subcontractor shall secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion or disfigurement.

3. **QUALITY MANAGEMENT AND CONTROL PROGRAM**

- A. The Subcontractors shall participate in the Design-Builder's Quality Management and Control Program.
- B. The goal of the Quality Management and Control Program shall be for all persons associated with the project to be a proactive team member working for the highest quality project possible in conformance with plans and specifications.
- C. The Subcontractor shall perform sufficient inspection and testing of all items of work including that of Sub-subcontractors to ensure conformance to applicable specifications and drawings with respect to the materials, equipment, workmanship, fabrication, construction, finish, functional performance and identification. Subcontractor shall provide for surveillance, tests and submittals in accordance with the Subcontract Documents, including applicable on-site and off-site inspection.
- D. Each Subcontractor shall designate an on-site Quality Control Manager/Superintendent who is competent and qualified to:
 - 1. Communicate directly with the Design-Builder's Project Manager.
 - 2. Attend Preconstruction, Quality Control, and Progress Meetings held weekly or as required.
 - 3. Complete and submit daily construction reports to the Design-Builder.
 - 4. Be the Subcontractor's authorized agent whose notification on-site shall be one and the same as notification of Subcontractor's home office.
 - 5. Be named by the Subcontractor and remain assigned to the project for the entire duration, including Punch List, unless an approval is granted in writing by the Design-Builder to replace.
 - 6. Implement the Subcontractor's Safety program and submit to Design-Builder applicable safety reports, checklists and meeting notes.
- E. Subcontractor shall submit name of Quality Control Supervisor in writing to the Design-Builder at the Post Bid Information Meeting using form of letter on following page.

END OF SECTION

Gundlach Champion, Inc.
180 Traders Mine Road
Iron Mountain, MI 49801
(906) 779-2303 v
(906) 779-8947 f

Re: Chippewa County – City / County Building Renovation

Dear Project Manager:

This letter is to advise you that _____ has been appointed our Quality Control Supervisor for the above referenced project.

His/Her duties are to see that the project is constructed in accordance with the plans and specification prepared for the project and that quality levels set by the contract documents are maintained or exceeded throughout the course of construction, and become proactively involved in the quality management and safety of this project.

I authorize my Quality Control Supervisor to make decisions as needed to carry the work forward in a timely manner and in a manner consistent with high construction standards. This includes the procurement of needed materials and workmen when not adequately provided by my office beforehand.

In addition, he/she is authorized to halt the construction of any and all activities which, in his/her or your opinion, are not proceeding at the levels required until such time as corrective efforts have been made to re-establish the required quality. He/She is also authorized to order the reworking or replacement of any items that are not up to the required levels.

I also give him/her the authority to make and test, consult with any specialist, and refer to any documents that, in his opinion will aid in making an intelligent appraisal of the work.

Sincerely,

Name _____

Title _____

Company _____

Date _____

I hereby acknowledge receipt of this letter and accept the responsibility of Quality Control Supervisor for the above project and company.

Company Quality Control Supervisor _____

Date _____

SECTION 01500

CONSTRUCTION FACILITIES & TEMPORARY CONTROLS

1. TEMPORARY ELECTRICAL POWER AND LIGHTING
 - A. The Owner will pay for electrical energy to operate temporary electrical power and lighting for the duration of the project.
 - B. Temporary Electrical Power: The Electrical Subcontractor (Bid Package 16000) shall install, maintain and remove the temporary electrical service and distribution system for use by the Design-Builder and all Subcontractors during the construction period.
 1. The Electrical Subcontractor (Bid Package 16000) shall provide and maintain a minimum of three (3) temporary distribution panels located as directed by the Design-Builder. Locations will be selected with the intent that any point in the building may be reached with a 100 ft. extension cord. Each distribution panel shall have a minimum of eight (8) 20-amp ground fault protected duplex receptacles. As partitions are completed, service locations shall be added and/or relocated to maintain the capacity of reaching any point in the building with a 100 ft. extension cord.
 2. All special power requirement hookups for welders, equipment and the like, shall be provided by the Subcontractor (bid package) requiring the same.
 - C. Temporary Lighting: The Electrical Subcontractor (Bid Package 16000) shall provide and maintain throughout the building, temporary lighting according to MIOSHA Standards. The Electrical Subcontractor shall be responsible for replacing all lamps as required daily to maintain the above. Each lamp must be rated at least 100 watts. Voltage of each socket must be at least 100 volts. Removal of all temporary lighting will be by the Electrical Subcontractor and coordinated with the Design-Builder.
 1. Lighting for field offices, storage trailers, shop and outdoor work areas will be provided by each Subcontractor requiring the same.
 - D. All temporary electrical installations shall be in compliance with the latest National Electrical Code (N.E.C.) or MIOSHA whichever is more stringent.
 - E. Any electrical requirements for power or lighting beyond those listed in this Article (including energy charges) shall be the responsibility of the Subcontractor requiring them.
 - F. When the permanent electrical power and lighting systems are in operating condition, they may be used for temporary power and lighting for construction purposes provided that the Electrical Subcontractor:
 1. Obtains the approval of the Architect/Engineer and/or Owner through the Design-Builder.
 2. Assumes full responsibility for operation of the entire power and lighting systems.
 3. Verifies that warranty dates are established prior to usage of equipment and lamps.

4. Pays costs of maintenance and restoration of the Systems.
5. Cleans permanent power and lighting systems used during construction.

2. TEMPORARY HEATING AND WEATHER PROTECTION

A. Temporary heating requirements during the course of construction shall be divided into two categories as follows:

1. Cold weather protection.
2. Temporary heating.

B. Cold weather protection.

1. Heating and protection required during the construction period prior to enclosure of the building shall be classified as "cold weather protection".
2. Each Subcontractor shall provide cold weather protection, necessary to allow their work to continue.

C. Temporary Heating.

1. Daily construction heat will be the responsibility of the Mechanical Subcontractor (Bid Package 15000) to maintain. The existing system may be used.
2. The Owner will pay for the cost of energy used to operate the system classified as "temporary heating".
3. The openings in exterior walls will be covered by the Subcontractor creating the opening.
4. In areas of the building where work is being conducted, the temperature shall not be less than 50 degrees F for interior rough-in and not less than 60 degrees F during finishes installation.
5. Each Subcontractor shall provide supplemental heat as required for a particular installation.
6. Each Subcontractor shall provide any necessary forced ventilation for curing of installed materials, to dispense humidity, and to prevent hazardous accumulations of dust, fumes, vapors or gases.
7. When the permanent heating system is in operating condition, the system may be used for temporary heating, provided the Mechanical Subcontractor (Bid Package 15000) obtains approval from the Design-Builder in writing for its use and any special provisions required for its temporary operation and its use does not jeopardize the equipments warranty.

3. TEMPORARY WATER SERVICE

- A. Each Subcontractor will be responsible for temporary water.
- B. Each Subcontractor shall be responsible to provide containers, paper cups, ice, hoses, and potable water for their needs.

4. TEMPORARY TOILET FACILITIES

- A. The Design-Builder shall provide and maintain adequate toilet facilities in accordance with MIOSHA requirements in a clean and sanitary condition for the use of all Subcontractors. The Owner's existing or new facilities shall not be used by construction personnel.

5. TEMPORARY FIRE PROTECTION

- A. Each Subcontractor shall at all times exercise every precaution for prevention of fire and make timely and adequate provisions for safety of persons and property in event of fire.
- B. Each Subcontractor shall provide fire protection for its portion of the Work. It shall furnish fire extinguishers and/or other fire fighting devices and equipment, of types and in such quantities as are adequate to insure a high degree of fire safety.
- C. Whenever Work of a particularly hazardous nature is being done, the Subcontractor doing such Work shall provide additional or special fire protection as may be necessary.
- D. Gasoline, if used on the job, must be contained in safety cans equipped with flame arresters and spring-loaded caps and stored in a safe place, protected from damage.

6. TEMPORARY STAIRS, LADDERS, RAMPS, RUNWAYS AND BARRICADES

- A. Each Subcontractor is to provide and maintain all necessary ladders, ramps, and runways to facilitate conveyance of men, materials, tools, and equipment for proper execution of their work. All protection and safety barricades, devices, covers, etc. shall be provided by each Subcontractor as it relates to the safe conduct of their work and protection of people and property in their work area in accordance with MIOSHA requirements.
- B. Any Subcontractor performing excavation work shall be responsible to furnish, install and maintain temporary barricades and/or fencing of all open excavations until such time as the backfilling is complete. Flasher lights shall be provided on barricades and fencing by the Subcontractor as requested by the Design-Builder in accordance with MIOSHA. As a minimum, all barricades across roads and walks shall have lights on them in working condition.
- C. Each Subcontractor shall provide temporary guardrails at the building floor perimeters, interior shafts or other openings, immediately after the establishment of any safety exposure. If needed, these temporary guardrails or barricades shall be left in place after completion of the work for the use of all other Subcontractors. The Design-Builder shall maintain and remove said guardrails. Each Subcontractor that disturbs any temporary protection for their work is responsible to protect the area during their work and to reinstall to its original condition the guardrail or barricade system for the protection of the works and others until final construction of perimeter exterior wall and/or shaft openings is completed. All other protection and safety barricades, devices, covers, etc. shall be provided by this Subcontractor as it relates to the safe conduct of their work in accordance with all local, state and federal regulations and the requirements of the contract documents, and shall be in accordance with the most stringent requirements.
- D. Each Subcontractor shall provide and maintain in good repair barricades, overhead protection, guardrails, etc., as required by law or necessary for the protection of the public and personnel engaged in the work from hazards incidental to this contract.

Each Subcontractor should do everything necessary to protect the Owner's employees, the public and workmen from injury or damage to vehicles or other property.

7. TEMPORARY MATERIAL HOISTING

- A. Each Subcontractor is responsible for their own hoisting and material/equipment movement costs as required to complete the work for their contract.

8. SCAFFOLDING

- A. Each Subcontractor is responsible for providing and maintaining any and all ladders, scaffolds and other staging as required to complete their work. All such ladders, scaffolds and staging equipment shall be erected, maintained, and subsequently removed by each Subcontractor in accordance with all applicable safety regulations.

9. PROTECTION OF UNDERGROUND FACILITIES

- A. Each Subcontractor shall provide and maintain proper shoring and bracing for existing underground utilities, sewers, and building foundations, encountered during their excavation work, to protect them from collapse or movement, or other type of damage until such time as they are to be removed, incorporated into the new work or can be properly backfilled upon completion of new work. Prior to beginning any excavation, the Subcontractor shall contact Miss Dig (811 or 800-482-7171) or appropriate agency and utility companies for the location of all existing underground services and provide, if requested, documentation to the Design-Builder of such contact.
- B. Utilities and/or other services which are shown, or not shown but encountered, shall be protected by the Subcontractor from any damage caused as a result of work and operations, unless or until they are abandoned. If the utilities or services are damaged from their work or operations the Subcontractor shall immediately repair any damage and restore the utilities and services to an equal or better condition than that which existed prior to the damage. The Subcontractor will be responsible for all liabilities or claims resulting from such damage and will defend and hold harmless and indemnify Owner and Design-Builder from any claims or lawsuits.
- C. Each Subcontractor shall be responsible for all damage to the project, including the existing buildings and grounds, due to their operations under this contract. Repair or replacement of damaged items shall be to the satisfaction of the Owner and Design-Builder.

10. WATER CONTROL

- A. All pumping, bailing or well point equipment necessary to keep excavation and trenches free from the accumulation of water during the entire excavating and backfilling progress of this work shall be the responsibility of the Subcontractor performing said excavations and trenches.
- B. Water shall be disposed of in such a manner as will not endanger public health or cause damage or expense to public or private property. The requirements of any public agencies having jurisdiction shall be abided by.

11. TEMPORARY ENCLOSURES

- A. The General Trades Subcontractor is to provide temporary weather-tight closure of exterior openings and interior partitions to accommodate acceptable working conditions and protection for Products, to allow for temporary heating and maintenance of required ambient temperatures identified in individual Specification Sections, and to prevent entry of unauthorized persons.
- B. An allowance of \$20,000 will be allocated for Temporary Enclosures and Partitions by the 06000 General Trades Subcontractor.**

12. PROTECTION OF INSTALLED WORK

- A. Each Subcontractor shall take the necessary precautions to properly protect the Subcontract Work and the work of others from damage caused by the Subcontractor's operations. Should the Subcontractor cause damage to the property of the Owner, the Design-Builder or others, the Subcontractor shall promptly remedy such damage to the satisfaction of the Design-Builder and Owner or the Design-Builder may remedy the damage and deduct its cost from any amounts due or to become due the Subcontractor, unless such costs are recovered under applicable property insurance.
- B. Each Subcontractor shall provide temporary and removable protection for installed Products and control activity in immediate work area to minimize damage.
- C. Each Subcontractor shall provide protective coverings at walls, projections, jambs, sills, and soffit of openings.
- D. Each Subcontractor shall protect installed materials that are susceptible to damage from sunlight or precipitation and prolonged exposure to these conditions until material is covered by successive work.
- E. Each Subcontractor shall protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects by protecting with durable sheet materials.
- F. Each Subcontractor shall prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, the installer of the roofing system will provide recommendations for protection from waterproofing or roofing material manufacturer. These recommendations will be provided to the Design-Builder who will in turn distribute them to the appropriate Subcontractors. Subcontractors not adhering to the recommended protection requirements and as a direct result causing damage to the roofing system, will be responsible for all repair costs.
- G. Each Subcontractor shall prohibit traffic from entering landscaped areas.

13. SNOW REMOVAL

- A. Subcontractors performing work under exposed conditions shall remove snow and ice for the protection and execution of their work. Keeping traffic areas within the project limits free of snow shall be the responsibility of the Design-Builder.

14. CONSTRUCTION CLEANING

- A. The Subcontractor shall at all times during its performance of the Subcontract Work keep the worksite clean and free of debris resulting from the Subcontract Work. Prior to discontinuing the Subcontract Work in an area, the Subcontractor shall clean the area and remove all its rubbish and its construction equipment, tools, machinery,

waste and surplus materials. Subcontractor shall make provisions to minimize and confine dust and debris resulting from its construction activities.

- B. The 06000 General Trades Subcontractor is responsible for the cost of dumpsters on site and the dumping fees to a certified landfill.

An Allowance of \$10,000 will be allocated for Dumpster Fees by the 06000 General Trades Subcontractor.

- C. If the Subcontractor fails to begin compliance with cleanup duties within twenty-four (24) hours after receipt of written notification from the Design-Builder of non-compliance, the Design-Builder may implement appropriate cleanup measures without further notice and the cost thereof shall be deducted from any amounts due or to become due the Subcontractor.
- D. Final Cleanup. Each Subcontractor shall execute final cleaning prior to final inspection in accordance with manufacturer's recommendation and as required within the technical sections of the specifications governing work under their Subcontract.

15. SAFETY

- A. Each Subcontractor is required to perform the Subcontract Work in a safe and reasonable manner. Each Subcontractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent injury, damage or loss to:
 - 1. Employees and other persons at the site;
 - 2. Materials and equipment stored at the site or at off-site locations for use in performance of the Subcontract Work;
 - 3. All property and structures located at the site and adjacent to the work areas, whether or not said property or structures are a part of the Project or involved in the Subcontract Work.
- B. Each Subcontractor shall furnish all required notices and comply with all applicable rules, regulations orders and other lawful requirements established to prevent injury, loss or damage to persons or property.
- C. The Subcontractor shall exercise extreme care in executing any of the Subcontract Work that involves explosive or other dangerous methods of construction or hazardous procedures, materials or equipment. The Subcontractor shall use properly qualified individuals or entities to carry out the Subcontract Work in a safe and reasonable manner so as to reduce the risk of bodily injury or property damage.
- D. The Subcontractor is required to designate an individual at the site in the employ of the Subcontractor who shall act as the Subcontractor's designated safety representative with a duty to prevent accidents. Unless otherwise identified in writing to the Design-Builder, designated safety representative shall be the Subcontractor's project superintendent.
- E. The Subcontractor shall not overload the structures or conditions at the site and shall take reasonable steps not to load any part of the structures, or site so as to give rise to an unsafe condition. The Subcontractor shall have the right to request, in writing, from the Design-Builder loading information concerning the structure at the site.
- F. Each Subcontractor shall establish its own safety program implementing safety measures, policies and standards conforming to those required or recommended by

governmental and quasi-governmental authorities having jurisdiction and by the Design-Builder and Owner, including, but not limited to, requirements imposed by the Contract Documents. The Subcontractor shall comply with the reasonable recommendations of insurance companies having an interest in the Project, and shall stop any part of the Subcontract Work that the Design-Builder deems unsafe until corrective measures satisfactory to the Design-Builder have been taken. If the Subcontractor fails to take such corrective measures, the Design-Builder may do so at the expense of the Subcontractor. The Design-Builder's failure to stop the Subcontractor's unsafe practices or the Design-Builder's efforts to take corrective measures shall not relieve the Subcontractor of its responsibilities or liabilities.

- G. The Subcontractor shall notify the Design-Builder immediately following an accident and promptly confirm the notice in writing. A detailed written report shall be furnished if requested by the Design-Builder.

16. FIELD OFFICES

- A. If needed, location and duration of trailer space is to be coordinated and approved by the Design-Builder.
- B. Each Subcontractor shall make provisions for his own field office, utilities and telephone as required to perform his work. All costs related shall be included in the Base Bid. Also reference Part 1 - TEMPORARY ELECTRICAL POWER AND LIGHTING of this specification section 01500.
- C. The Design-Builder's field offices and office telephones shall be for the exclusive use of the Design-Builder, except in case of emergency.
- D. All of the above shall be installed and maintained in accordance with applicable Building Code Requirements.

17. PROJECT SIGNAGE

- A. The Design-Builder may provide a project sign. No other signs or advertising shall be displayed on the premises without the approval of the Owner and Design-Builder. This does not exclude the posting of required trade notice and cautionary signage by Subcontractors.

END OF SECTION

SECTION 01600

MATERIALS AND EQUIPMENT

PART 1 GENERAL

1. PRODUCTS

- A. Products: Means new material, machinery, components, equipment, fixtures, and systems forming the Subcontract Work. Does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Subcontract Work. Products may also include existing materials or components required for reuse.
- B. Products other than those specified by manufacturer made of recycled or reused materials must be reviewed for approval. Submit manufacturers or suppliers certification of performance with request for approval.

2. TRANSPORTATION AND HANDLING

Subcontractor shall:

- A. Transport and handle Products in accordance with manufacturer's instructions.
- B. Deliver products wrapped and crated in manufacturer's original shipping packaging in a manner to prevent damage to components or marring of surfaces. Mark each package for installation location.
- C. Package hardware items individually, label and identify package with door opening code to match hardware schedule. Deliver keys to Design-Builder by security shipment direct from hardware supplier.
- D. Transport products to prevent twisting, warping or detrimental exposure to elements.
- E. Promptly inspect shipments to assure that Products comply with requirements, quantities are correct, and Products are undamaged.
- F. Provide equipment and personnel to handle Products by methods to prevent soiling, disfigurement, or damage. Lifting or handling equipment shall be capable of supporting products in positions anticipated during storage, transportation, and erection.
- G. File required claims for Products damaged in transport.

3. STORAGE AND PROTECTION

Subcontractor shall:

- A. Store and protect Products in accordance with manufacturer's instructions, with seals and labels intact and legible.
- B. Store temperature sensitive products for 24 hours prior to application within temperature range as recommended by the manufacturer for best workability.
- C. For exterior storage of fabricated Products, place on sloped supports above ground.

- D. Store preformed and manufacturer finished material in a clean, dry area, stack flat to prevent twisting, bending, or abrasion, blocked off ground to prevent sagging, and to provide ventilation.
- E. Prevent contact during storage with materials that may cause discoloration, staining, or damage.
- F. Provide off-site storage and protection when site does not permit on-site storage or protection.
- G. Cover Products subject to deterioration with impervious sheet covering. Provide ventilation to avoid condensation. Store organic and porous materials off ground in ventilated and protected manner to prevent deterioration from moisture.
- H. Store sensitive Products in weather-tight, climate controlled enclosures. Store loose granular materials on solid flat surfaces in a well-drained area; prevent mixing with foreign matter. Store cementitious materials and aggregates in manner to prevent wetting, deterioration or intrusion of foreign materials.
- I. Provide equipment and personnel to store Products by methods to prevent soiling, disfigurement, or damage.
- J. Arrange storage of Products to permit access for inspection. Periodically inspect to assure Products are undamaged and are maintained under specified conditions.
- K. Store ferrous items off the ground and in a manner to prevent damage to the corrosion resistant coatings.

4. PRODUCT OPTIONS AND SUBSTITUTIONS

- A. Products Specified by Reference Standards or by Description Only:
 - 1. Any Product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions.
 - 1. Design is generally based on product of first manufacturer named. Products of other manufacturers named are acceptable.
 - 2. Alteration to work required by selection of another listed manufacturer or of approved substitution shall be the responsibility of the Subcontractor.
 - 3. Submit a written request for substitution for any manufacturer not named. Provide sufficient information to determine acceptability of such products.
 - 4. Substitutions will be considered during the bid period if the Subcontractor can document unacceptable delay of work will result if substitute is not accepted. Subcontractor's failure to place orders in appropriate and timely manner is not an acceptable delay and will not permit substitution.
 - 5. The Architect/Engineer or Design Consultant and Design-Builder will issue an Addendum for accepted products to plan rooms, known subcontract bidders and product suppliers requesting substitution.

END OF SECTION

SECTION 01650

STARTING OF SYSTEMS

1. STARTING SYSTEMS

- A. Subcontractor shall direct the check-out and operation of systems and equipment for readiness, and assist in their initial startup and the testing of the Subcontract Work.
- B. Subcontractor shall coordinate schedule for start-up of various equipment and systems.
- C. Subcontractor shall notify Design-Builder seven days prior to start-up of each item.
- D. Subcontractor shall verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, or other conditions that may cause damage.
- E. Subcontractor shall verify that tests, meter readings, and specified electrical characteristics agree with those required by the equipment or system manufacturer.
- F. Subcontractor shall verify wiring and support components for equipment are complete and tested.
- G. Subcontractor shall execute start-up under supervision of applicable representative in accordance with manufacturer's instructions.
- H. When specified in individual specification Sections, Subcontractor shall require manufacturer to provide authorized representative to inspect, check and approve equipment or system installation prior to start-up, and to supervise placing equipment or system in operation.
- I. Subcontractor shall submit a written report to the Design-Builder that equipment or system has been properly installed and is functioning correctly within 14 days after performing the start-up per this section.
- J. Subcontractor shall make follow-up visits to the Project as required to confirm or make the necessary adjustments to insure the equipment, systems and controls are all functioning correctly.

2. TESTING, ADJUSTING AND BALANCING

- A. The HVAC and Plumbing Subcontractor, will appoint, employ and pay for services of an independent firm to perform testing, adjusting and balancing.
- B. Independent firm will perform services per the Subcontract Documents.
- C. Reports will be submitted by independent firm to Design-Builder indicating observations and results of tests and indicating compliance or non-compliance with requirements of Subcontract Documents. Design-Builder shall provide for inclusion of reports in the Operation and Maintenance Manual.

END OF SECTION

SECTION 01700

CONTRACT CLOSEOUT

PART 1 GENERAL

1. CLOSEOUT PROCEDURES

- A. Each Subcontractor shall submit written certification that Contract Documents have been reviewed, Subcontract Work has been inspected, and that Subcontract Work is complete in accordance with Contract Documents and ready for Design-Builder inspection.
- B. Subcontractor shall submit certificates of testing, inspections or approvals required by the Contract Documents to the Design-Builder.
- C. Subcontractor shall provide submittals to Design-Builder as required by governing or other authorities.
- D. Subcontractor shall submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due.
- E. Before issuance of a Final Certificate, each Subcontractor shall submit evidence satisfactory to the Design-Builder that all payrolls, material bills, and other indebtedness connected with the work and for which the Subcontractor is responsible, have been paid.
- F. Subcontractor shall submit final waivers of liens, sworn statement, affidavits, warranties, guarantees, consent of surety, if any, as-built drawings (record documents), operation and maintenance manuals or other documentation required by the Contract Documents.
- G. Insurance requirements. Each Subcontractor shall submit a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least thirty (30) days' prior written notice has been given to the Design-Builder. Provide a written statement that the Subcontractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents.

2. FINAL CLEANING

- A. Subcontractor shall execute final cleaning prior to final inspection.
- B. All cleaning shall be in accordance with products manufacturer's recommendation.
- C. Final cleaning by each Subcontractor, as required within the technical sections of the specifications governing work under his Subcontract, shall include, but not be limited to the following:
 - 1. Removing all foreign matter, spots, oil and construction dust and cleaning, washing, waxing and polishing so as to put the project in a complete and finished condition ready for acceptance and use intended.
 - 2. Cleaning equipment and fixtures to a sanitary condition.

3. Cleaning debris from roofs, gutters, downspouts, and drainage systems.
4. Cleaning site, sweeping paved areas, raking clean landscaped surfaces.
5. Removing waste and surplus materials and construction facilities from site.
6. Cleaning interior and exterior glass and surfaces exposed to view; removing temporary labels, stains and foreign substances, polishing transparent and glossy surfaces, vacuuming carpeted and soft surfaces.
7. Adjusting operating Products and equipment to ensure smooth and unhindered operation.
8. Cleaning filters of operating equipment.

3. OPERATION & MAINTENANCE MANUAL

- A. Prior to the Date of Substantial Completion, Subcontractor shall submit a proposed draft of their O&M Manuals to the Design-Builder for the Architect/Engineer's or Design Consultant's and Design-Builder's review.
- B. Within thirty (30) days after the receipt of the proposed O&M Manuals, the Architect/Engineer or Design Consultant will review and return them to the Design-Builder for distribution to the respective Subcontractor.
- C. No later than thirty (30) days prior to the Date of Substantial Completion, Subcontractors shall incorporate any revisions to their Manuals suggested and submit their Manuals in final form to the Design-Builder.
- D. Subcontractor shall provide a list of any operation and maintenance manual items that are due, but not delivered, the reason(s) why delivery could not be accomplished, and the date on which delivery will be made.
- E. Subcontractor shall submit three (3) sets bound in 8-1/2 x 11 inch text pages, three D side ring binders and durable plastic covers.
- F. Subcontractor shall prepare binder covers with printed title "OPERATION AND MAINTENANCE INSTRUCTIONS", title of project.
- G. Subcontractor shall internally subdivide the binder contents with permanent page dividers, logically organized as described below; with tab titling clearly printed under reinforced laminated plastic tables.
- H. Contents: Subcontractor shall prepare a Table of Contents for each volume, with each product or system description identified, type on white paper in two parts as follows:
 1. Part 1: Directory, listing names, addresses, and telephone numbers and contact person of Architect/Engineer, Design Consultant, Design-Builder, sub-subcontractors, and equipment suppliers.
 2. Part 2: Operation and maintenance instructions, arranged by system. For each category, identify names, addresses, and telephone numbers and contact person of sub-subcontractors and suppliers.

Identify the following:

- a. Significant design criteria.
 - b. List of equipment.
 - c. Parts list of each component.
 - d. Operating instructions.
 - e. Maintenance instructions for equipment and systems.
 - f. Maintenance instructions for finishes, including recommended cleaning methods and materials and special precautions identifying detrimental agents.
3. Manufacturer's Instructions are to include as a minimum the following:
- a. Printed instructions for start-up and adjustments. Description of equipment, method of operation and control including motors, pump units, signals, and special or non-standard features provided.
 - b. Parts catalog with complete list of equipment replacement parts with equipment description and identifying numbers.
 - c. Schematic diagrams covering electrical equipment installed, including changes made in final work, with symbols listed corresponding to identity of markings on equipment.
4. Include test and balancing reports and required certificates of testing, inspections or approvals per Subcontract Documents.
5. Include control diagrams and sequence of operation by controls manufacturer as installed.

4. WARRANTIES

- A. Categories of warranties required for the work include:
1. Special project warranty issued by the Subcontractor, and where required, countersigned by installer or other recognized entity involved in performance of the Subcontract Work.
 2. Specified product warranty issued by a manufacturer or fabricator, for compliance with requirements in Subcontract Documents.
 3. Coincidental product warranty available on a product incorporated into the work, by virtue of manufacture's publication of warranty without regard for application requirements (non-specified warranty). Refer to sections of Division 2 through 16 for requirements of specified warranties.
- B. Upon receipt of written notification by the Design-Builder, Subcontractor shall provide three (3) notarized copies of warranties as required per the Subcontract Documents. The submittal of the requested warranties is due within 15 days upon receipt of notification.
- C. The Subcontractor shall execute and assemble transferable warranty documents from sub-subcontractors, suppliers and manufacturers and verify documents are in proper form and contain full information prior to submittal.

- D. The submittal shall include a Table of Contents and the warranties are to be assembled in a binder with durable plastic cover.
 - E. The submittal of warranties to Design-Builder is for Architect/Engineer or Design Consultant review when applicable. The approval of the Subcontractor's warranties for the Subcontract Work is required prior to the Subcontractor's Final Application for Payment.
 - F. Warranties shall commence on the date of Substantial Completion of the work that is established by the Design-Builder, Architect/Engineer and Owner.
 - G. For items of Work delayed beyond date of Substantial Completion, Subcontractor shall provide updated submittal within ten days after acceptance, listing date of acceptance as start of warranty period.
 - H. The Subcontractor agrees to correct all construction that proves to be defective in workmanship and materials within a period of two (2) years from the date of Substantial Completion or for such longer periods of time as may be set forth with respect to specific warranties required by the Subcontract Documents.
 - I. Design-Builder shall include accepted warranties in their respective sections in the Operations and Maintenance Manuals and submit to the Owner.
5. SPARE PARTS AND MAINTENANCE PRODUCTS.
- A. Subcontractor shall provide products, spare parts, maintenance and extra materials in quantities specified in individual specification Sections.
 - B. Subcontractor shall deliver to Project site with itemized list; obtain receipt prior to final payment.
6. RECORD DOCUMENTS
- A. Subcontractor shall insure that an accurate, on-going record is kept of all deviations from the approved design Drawings and Specifications. Maintain on site a set of record documents with entries that complete and accurate, enabling future reference by Owner.
 - B. Upon completion of Subcontract Work the Subcontractor shall submit two (2) marked sets of reproducible record documents to the Design-Builder.
 - C. Subcontractor shall obtain receipt for the marked sets and submit said receipt with request for Final Payment of the Subcontract. Final Payment due to the Subcontractor will be withheld until this clause has been fulfilled.
7. INSTRUCTION OF OWNER'S PERSONNEL
- A. Before turnover to the Owner, the Design-Builder will coordinate a meeting with the Subcontractor and Owner to fulfill the Subcontractor's responsibility to instruct Owner's designated personnel in start-up, operation, control, adjustment, servicing, troubleshooting, maintenance and shutdown of equipment and systems specific to the Subcontractor's Work.
 - B. Subcontractor shall specifically instruct the Owner with regard to any equipment and systems requiring seasonal operation.

- C. Subcontractor is to use operation and maintenance manuals as basis for instruction and review contents of manual with personnel in detail to explain all aspects of operation and maintenance.
- D. Subcontractor shall prepare and insert additional data in Operation and Maintenance Manual when the need for such data becomes apparent during instruction.

END OF SECTION

H. SCOPES OF WORK

BID PACKAGE 02000

HAZARDOUS MATERIALS ABATEMENT

1.01 Scope of Work

This Section includes asbestos abatement, lead-containing paint management, and other hazardous materials abatement specific to the project. Detailed specifications for the removal and disposal of asbestos-containing materials by enclosure, glove bag, or entire structures methods are included.

Demolition, debris removal, and disposal of all Asbestos-Containing Building Materials (ACBM) identified by provisions of this Section, or shown on drawings, or identified at the site, shall be executed under the provisions of this Section, and other applicable sections of these specifications.

The extent of ACBM removal work is abatement of ACBM impacted by the demolition and renovation activities detailed on the drawings and specified in the Project Manual. The Abatement Contractor shall expect to mobilize to the project site a minimum of three times in order to phase the abatement work with work being performed by other contractors. The Abatement Contractor will be required to coordinate schedule and on site activities with other contractors working on the project site.

The scope of work is to include, but is not limited to, the following items:

1. Removal and disposal of ACBM window systems. The window glazing has tested positive for asbestos. Contractor shall remove identified window systems in entirety and temporarily seal openings to protect the building interior from the environment for several weeks.
2. Removal and appropriate disposal of ACBM fire doors.
3. Abatement of 9" x 9" vinyl asbestos tile (VAT) and asbestos-containing linoleum. Note that the associated mastic has tested negative for asbestos.
4. Abatement of thermal systems installation (TSI) associated with project demolition and renovation activities.
5. Removal of presumed lead impacted ventilation unit in the former shooting range.
6. Contractor shall perform work activities that impact lead-containing materials in accordance with the Michigan Administrative Code, Part 603: Lead Exposure in Construction.

1.02 Definitions

- A. Asbestos Abatement Firm: Firm engaged to perform actual removal and disposal work, either as the CONTRACTOR or SUBCONTRACTOR.
- B. Asbestos-Containing Building Material: The term "asbestos containing building material" is abbreviated as ACBM.
- C. CONSULTANT: Firm engaged by OWNER to identify and measure asbestos containing materials, or to inspect demolition operations, including monitoring of air quality.

1.03 Submittals

- A. Initial Submittals: Submit the following documents to CONSULTANT as required:

1. License from the State of Michigan in accordance with Act 135 P.A. 1986 (Asbestos Abatement Contractors Licensing Act).
 2. Copy of notification sent to appropriate federal, state, and local agencies.
 3. Schedule of removal, specifying work locations, length and number of shifts, foreman's name, and crew size.
 4. Transportation/Disposal Firm Certificate: Letter, signed by CONTRACTOR, certifying that a listed, approved Transportation/Disposal Firm will be used. Include name and address of Transportation/Disposal Firm.
- B. Waste Disposition Submittals: Submit to CONSULTANT signed waste shipment record stating that asbestos waste has been properly disposed in a landfill indicated in the "Quality Assurance" section of this specification Section. Submit the following:
1. Receipts (trip tickets) from approved landfill.
 2. Asbestos Waste Shipment Record, as follows:
 - a. Prior to removing ACBM from the project site, record quantity and/or volume of ACBM and verify with CONSULTANT.
 - b. Ensure that the landfill operator provides a signed copy of the waste shipment record to the CONSULTANT within 35 days of the date that ACBM is removed from the project site. If waste is not transported directly from the project site to the landfill, the waste shipment record shall reflect each transfer.
 - c. The OWNER will not make final payment prior to receipt of signed waste shipment record.
- C. Contract Closeout Submittals: Comply with the following additional requirements of Division I, Section "Project Closeout":
1. Schedule of Items Removed: Summarize the types of ACBM removed from the Project area.
 2. Statement of Visual Inspection: Submit a statement of visual inspection signed by the CONTRACTOR's competent person/supervisor. include the following:
 1. Name of licensed contractor conducting work.
 2. Name, signature, and title of on-site supervisor.
 3. Name, location, and start and finish date of abatement work.
 4. Current date.
 5. Statement that the work was completed according to applicable federal, state, and local laws, and these specifications.
 6. Statement that the Asbestos Abatement Firm's field supervisor has visually inspected the work site and has found no dust, debris, or other suspect ACBM that were part of the scope of work.

1.04 Quality Assurance

- A. Pre-Qualified Disposal Organization: Engage an appropriate Type II Landfill licensed and permitted to accept ACBM wastes.
1. Regulatory Requirements: Make all necessary notifications to the appropriate federal,

state, and local agencies.

- a. The National Emission Standards for Hazardous Air Pollutants (NESHAP), Asbestos regulation 40 CFR 61.147, Sub-Part M requires that if at least 80 linear meters (260 linear feet) of friable asbestos materials, at least 15 square meters (160 square feet), or 1 cubic meter (35 cubic feet) of friable asbestos materials, or other facility components are stripped or removed while renovating a facility, all the requirements of section 61.147 apply.
 - b. When applicable, notify the Michigan Department of Natural Resources and Environment (MDNRE), the Michigan Department of Consumer and Industry Services (MDCIS), and appropriate state and local regulatory agencies. No work shall be conducted without notification of all regulatory authorities having jurisdiction.
- B. Pre-Abatement Meeting: Prior to the scheduled start of the abatement project, the CONSULTANT will schedule a pre-abatement meeting with the individuals indicated below:
1. CONSULTANT representative.
 2. Asbestos Abatement Firm representative.
 3. OWNER representative.
- C. The meeting agenda will include:
1. Review of the scope of work.
 2. Removal methods to be used.
 3. Review of CONTRACTOR's initial submittals.
 4. A walk-through survey of the site, if appropriate.

2.01 Abatement, General

- A. Conduct asbestos abatement operations in a manner that fully protects CONTRACTOR's and SUBCONTRACTOR's employees, the general public, and building occupants from exposure to asbestos and other safety and health hazards.
1. Asbestos abatement projects shall be directly supervised by a competent person as described in 29 CFR 1926.1101.
 2. The supervisor/competent person must complete responsibility checklists throughout all phases of the project.
- B. Protect adjacent areas, materials and surfaces from damage due to demolition operations, including but not necessarily limited to the following:
1. Water damage.
 2. Dirt dust and debris.
 3. Abrasion.
 4. Cuts and scratches.
 5. Holes from fasteners for temporary barriers.
- C. All asbestos work shall be conducted within a regulated area that complies with the following requirements:
1. Post a sufficient number of signs required by 29 CFR 1926.1101 at the asbestos abatement area and at every work area entrance, so that tenants, OWNER's personnel, and other CONTRACTOR's employees have an opportunity to take protective measures before exposing themselves to asbestos. Place banners if necessary to secure open

- areas. Include information on signs indicating location and quantity of asbestos-containing material.
2. Allow only authorized, properly protected personnel to enter the regulated area. Immediately report unauthorized individuals entering the work area to the CONSULTANT.
- D. When required, provide employees and inspectors authorized to enter the regulated area with protective work clothing consisting of disposable Dupont "Tyvek" (or equivalent) full body coveralls, head covers, boots, and other necessary safety gear, including a hard hat and eye protection.
- E. Provide respiratory protection to employees as required by current OSHA regulations including 29CFR 1910.134 and 1926.1101.
1. Provide asbestos abatement workers with powered air purifying respirators (PAPR) with full facepiece and high efficiency particulate air (HEPA) filters for adequate protection during ACM removal operations. Respiratory protection may be downgraded if negative exposure assessment indicates that less protection is required.
 2. A half-face respirator or PAPR must be worn while tearing down and setting up enclosures, while glovebagging, and during pre-cleaning and post-cleaning work.
 3. Do not allow respirators to be pulled away from faces while in the work area.
 4. Maintain an extra PAPR unit on site at all times for the duration of the abatement project.
 5. Provide full facepiece supplied-air respirators operated in pressure demand mode equipped with air auxiliary and pressure self-contained breathing apparatus or HEPA egress filters if required for measured fiber concentrations.
- F. Maintain at the job site and post the following documents:
1. Copy of MDNRE/MDCIA notification.
 2. Employee respiratory protection program.
 3. Michigan Right-To-Know poster.
 4. Material Safety Data Sheet locator.
 5. Company standard operating procedure.
 6. This Specification Section.
 7. Material Safety Data Sheets for products used on job.
 8. 29 CFR 1926.1101.
 9. 40 CFR, Part 61 (NESHAP).
 10. The foreman's or supervisor's Contractor/Supervisor Accreditation Certificate.
 11. State of Michigan Accreditation Certificates and medical approval for each worker.
- G. Use the following engineering controls and work practices for all asbestos abatement operations, regardless of measured exposure levels:
1. Vacuum cleaners equipped with HEPA filters to collect all asbestos-containing dust and debris.
 2. Wet methods to control exposures during asbestos removal and clean-up, except where proven to be infeasible.
 3. Prompt clean-up and disposal of asbestos-contaminated wastes and debris in leak-proof containers.

4. Establish a decontamination area, adjacent and connected to the regulated area, if the Project requires the removal of more than 25 linear feet, or 10 square feet of thermal systems insulation or surfacing ACBM.
 5. Establish an equipment area adjacent to the regulated area if the Project requires the removal of less than 25 linear feet or 10 square feet of thermal systems insulation or surfacing ACBM.
- H. Do not use any of the following equipment or work practices during asbestos abatement operations, regardless of measured exposure levels.
1. High-speed abrasive disc saws not equipped with point-of-cut HEPA ventilation or HEPA filtered exhaust air enclosures.
 2. Blowing with compressed air to remove asbestos-containing materials.
 3. Dry sweeping, shoveling, or other dry methods to clean up asbestos-containing dust and debris.
 4. Employee rotation as a means of reducing employee exposure to asbestos.

2.02 Asbestos Removal by Full Enclosure Method

- A. Preparation of the Work Area: Complete the following preparation work prior to beginning asbestos removal operations:
1. Install critical barriers over each opening into the regulated area. The following requirements are in addition to, not in lieu of, other indicated surface and object protection requirements:
 - a. Seal each opening between the work area and adjacent areas with not less than 2 layers of 4-mil polyethylene sheeting. Use an expanding poly-urethane foam gun to seal areas with large numbers of pipes, conduits and beams. Openings include, but are not necessarily limited to, windows, skylights, doorways, elevator hoistway openings, corridor entrances, drains, ducts, grills, grates, and diffusers.
 - b. Seal intake and exhaust vents and duct scams within the regulated area with not less than two layers of 6-mil polyethylene sheeting.
 2. HVAC System Shutdown: OWNER's maintenance personnel and OWNER's representative will shut down heating, cooling, and air conditioning systems when necessary. Coordinate scheduling with OWNER's personnel and provide 72 hours notice to the OWNER prior to planned shut-down.
 3. Protection of Surfaces and Objects: The following requirements are in addition to, not in lieu of, indicated work area sealing requirements. Cover the following surfaces and objects as follows:
 - a. Protect all surfaces beneath all removal activity. Remove moveable objects from the work area, and cover fixed objects with impermeable dropcloths or plastic sheeting with edges securely sealed with tape.
 - b. Cover open tanks with plywood or other solid material.
 - c. Provide clean, fresh air to mechanical equipment, where required to maintain proper

performance of equipment.

- d. Fully pre-clean all covered surfaces with amended water and a HEPA vacuum.
 - e. Cover walls with not less than two layers of 4-mil polyethylene sheeting. Construct free-standing enclosure walls of not less than 6-mil polyethylene sheeting, with supports spaced not more than 3 feet on-center.
 - f. Cover floors with not less than two layers of 6-mil polyethylene sheeting. Avoid seams where possible. If seams are necessary, overlap not less than 12 inches and tape joints. Extend sheeting 12 inches up the sidewalls leaving no seams at the wall and floor joint. Immediately repair punctures and leaks, and clean up seepage.
4. Cleaning: Do not use cleaning methods that raise dust, such as sweeping or using vacuum cleaners not equipped with HEPA filters. Do not disturb asbestos materials during pre-cleaning phases.
- a. Treat water removed from the enclosure as asbestos contaminated waste. Fully seal floor drains.
5. Deactivate or install ground-fault circuit interrupters on each electrical circuit within the enclosure.
6. Construct a three-chambered decontamination facility that is adjacent to and connected to the regulated area, and that consists of a dirty room, a shower room, and a clean room in series. Construct decontamination facilities that are exposed to weather of lumber and exterior grade plywood. Secure the facility when not in use.
- a. Supply the equipment room with properly labeled, impermeable bags and containers for the containment and disposal of contaminated protective equipment.
 - b. Construct showers that comply with the requirements of 29 CFR 1910.141 (d) (3), with the shower room adjacent to both the equipment room and the clean room. Filter water waste and shower water through a 5-micron filter, or remove water from site as asbestos waste.
 - c. Equip the clean room with a locker or appropriate storage container for each employee.
7. Employee Decontamination Facilities: Comply with the following requirements:
- a. Access the work area only through an approved decontamination system. Lock or block other entrances. Seal emergency exits (for use during a fire or accident) with polyethylene sheeting and tape.
 - b. Seal the waste pass-out, except during the removal of asbestos waste from the enclosure.
 - c. Entrance To The Regulated Area: Employees shall enter the decontamination area through the clean room, remove and store clothing, and put on protective clothing and respiratory protection before passing through to the equipment room.
 - d. Exit From The Regulated Area: Employees shall exit the regulated area by removing gross contamination and debris from their protective clothing. The clothing shall be removed and disposed of in the equipment room into labeled impermeable bags or containers. Employees shall then shower and enter the clean room before changing

into street clothes.

8. Local Exhaust Ventilation: Maintain portable air filtration units with a HEPA filter in use during asbestos abatement operations requiring enclosures. Units shall conform to OSHA Standard 1926.1101, Appendix F, and shall be designed in accordance with 40 CFR 61, Subpart M Section 61.153.
 - a. Exhaust directly to building exterior. Provide a backup portable air filtration unit at each removal enclosure. Start up ventilation units prior to initiating asbestos removal operations and run until the CONSULTANT has approved their shut-down after cleaning, sampling, visual inspection, and tear-down.
 - b. Direct air movement within the enclosure away from the employees' work area and toward the air filtration device.
 - c. Provide not less than 4 air changes per hour within the enclosure.
 - d. Within the enclosure, through the period of its use, maintain a pressure differential of not less than minus 0.02 water gage with respect to ambient conditions outside the enclosure.
 9. Visually inspect the enclosure for breeches and smoke-test for leaks before work begins, and before the start of each work shift. Make all modifications to the enclosure prior to starting removal work.
- B. Asbestos Removal Operations: Comply with the following requirements for asbestos removal operations:
1. Immediately preceding asbestos removal, apply a fine mist of amended water (water and wetting agent) to the ACM and the surrounding area. Keep surrounding areas wet by spraying periodically with amended water. Maintain a high humidity environment to assist in fiber settling.
 2. Remove asbestos material using two-person teams, on staging platforms, if necessary.
 3. Remove the wet asbestos material as intact sections or components. Carefully lower the material to the floor or place directly into container. Never drop or throw asbestos material on the floor.
 4. At working heights between 15 and 50 feet above the floor, place removed ACM in containers at the elevated levels and lower to floor, or place onto inclined chutes or scaffolding for subsequent collection and placement into containers. Clean all debris at the completion of each workday.
 5. Once the ACM is at ground level, pack in labeled 6-mil polyethylene bags, wet and, if appropriate, hold in drums prior to starting the next section.
 6. Use two sealed and labeled 6-mil thick bags for storage and transportation of asbestos waste. Standing water shall be in each bag.
 7. Wrap large components removed intact in two layers of 6-mil polyethylene sheeting, label, and secure with tape for transport to the landfill. Comply with all wetting requirements.
 8. Treat wires, hangers, steel bands, nails, screws, metal lath, tin sheeting, and similar sharp objects removed with asbestos material as asbestos waste. Place in drums for

disposal.

9. Label containerized asbestos waste in accordance with OSHA, EPA, and Department of Transportation regulations, as follows:

- a. Label each container with OSHA label that contains the following information:

DANGER
CONTAINS ASBESTOS FIBERS
AVOID CREATING DUST
CANCER AND LUNG
DISEASE HAZARD

- b. Label each container with OWNER's and Asbestos Abatement Firm's names and addresses as required by NESHAP. OWNER's address is 325 Court Street, Sault Ste Marie, Michigan 49783.
 - c. Label each container with Class 9 Label required by DOT and identify waste as "RQ, Asbestos NA 2212."
10. Prepare a complete and accurate NESHAP Waste Shipment Record (special manifest). Assure all information required by the U.S. Department of Transportation regulations is included. Under "special handling instructions" provide the required DOT identification information: RQ Asbestos 9, NA 2212, PG III.

- a. Do not remove waste from site until CONSULTANT has signed and verified the shipment record.

11. Remove containerized asbestos waste daily from site, or store on site in a locked or secured location until ready for final disposal. Obtain approval of CONSULTANT for the location of disposal containers. Outdoor waste containers shall be fully enclosed and locked. Mark vehicles used to transport waste during the loading and unloading of asbestos waste with a visible sign, as required by NESHAP.

12. The asbestos waste in each container must be thoroughly wet.

- C. Post-Removal Operation Requirements: After completion of asbestos removal and clean-up operations, comply with the following requirements:

1. The Asbestos Abatement Firm representative, in presence of CONSULTANT, shall inspect the entire work area for asbestos. Include decontamination unit, all plastic sheeting, seals over doorways, windows, and all other openings.

- a. If any suspect asbestos is found, repeat final cleaning operation, until the visual inspection is satisfactory to the CONSULTANT and the Asbestos Abatement Firm. Asbestos not scheduled to be removed as part of the project is exempt.

2. Encapsulate all walls, floors, ceilings, other exposed surfaces, and decontamination facilities after completing the work area inspection.

- a. Remove the inner polyethylene barrier that is not integral to maintaining negative pressure in the enclosure at this time, and post-abatement air samples will be collected and reviewed by CONSULTANT. Immediately clean any asbestos-containing materials observed behind these secondary barriers.

3. When post-abatement fiber levels are greater than either 0.01 fiber/cc or background

level, repeat cleanup operation until the area is below either 0.01 fibers/cc or background level.

4. When the post-abatement samples are in compliance, and the CONSULTANT has completed the visual inspection, the enclosure shall be removed.
 - a. Turn off HEPA filter exhaust units only after all barriers have been removed.
 - b. A final visual inspection will be conducted by the CONSULTANT before the CONTRACTOR is released from the removal site. The final inspection will include tape, polyethylene sheet, debris, and equipment.

2.03 Removal by Negative Pressure Glove Bag Systems

- A. Equipment and Materials: Use the following equipment and materials for each glovebag procedure:

1. Glovebags fabricated of 6-mil thick plastic without seams at the bottom.
2. HEPA vacuum system attached to the glovebag and run continuously during operation.
3. Protective suits and respirators.
4. Plastic sheeting.
5. Wetting agent.
6. Encapsulant.

- B. Procedures: Comply with the following glovebag method requirements:

1. Wrap loose and friable material adjacent to the removal area in two layers of 6-mil thick plastic, or otherwise render intact.
2. Place plastic sheeting on the floor and equipment beneath each glovebag.
3. Wet-wipe or HEPA vacuum dust and dirt from insulation to be removed.
4. Install glovebags to completely cover the circumference of pipe or other structure where work is to be done.
5. Smoke-test glovebags for leaks. Seal leaks prior to use.
6. Insert and seal equipment that penetrates the bag (spray wands, vacuum nozzles) before insulation is disturbed.
7. Wet the insulation to be removed before, during, and after the removal.
8. Provide only bags capable of withstanding constant wetting and evacuation through a HEPA filtered device.
9. During the performance of glovebag operations removing thermal system insulation, or surfacing materials, employ not less than two persons, working simultaneously, for each task.
10. Wipe insulation residue from the pipe prior to application of an encapsulant.
11. Spray the pipe and glovebag with an encapsulant before the bag is removed from the pipe.
12. Seal exposed insulation ends with a heavy grade mastic.

13. Follow glovebag manufacturer's instructions.

14. Comply with requirements for asbestos waste disposal indicated in 'Removal by Full Enclosure Method' of this Section.

C. Unacceptable Conditions and Procedures: In general, do not use the glovebag method in conditions that prevent safe completion of the removal process. The following procedures are not allowed during glovebag removal:

1. Removing severely damaged insulation.
2. Overloading glovebag.
3. Sliding or moving insulation or glovebag along pipe.
4. Squeezing bags to remove air.
5. Placing glovebags on pipes or other surfaces that exceed 150 degrees Fahrenheit.
6. Using a glovebag more than once.

2.04 Removal by Entire Structures Method

A. The removal of entire structures without disturbing the asbestos is encouraged. An example is removal of asbestos covered pipe fittings by cutting out the entire pipe section scheduled for demolition.

1. Obtain OWNER and CONSULTANT approval of removal by entire structures method prior to starting the project.

B. Required Procedures: Comply with the following requirements applicable to removal of entire structures:

1. Properly wet all asbestos materials before starting procedure. Ensure that material stays adequately wet throughout the entire procedure by continuing application of water as needed.
2. Properly and fully wrap and label the structure before it is moved or cut out.
3. Provide the equipment necessary for asbestos debris cleaning on site during the procedure.
4. Comply with requirements for asbestos waste disposal indicated in "Removal by Enclosure Full Method" of this Section.

2.05 Field Quality Control

A. Pre-Notification of OWNER and CONSULTANT: To permit adequate time to coordinate activities at the project site, notify the CONSULTANT not less than 24 hours prior to planned start of all removal operations, unless otherwise directed by the CONSULTANT.

B. Air Monitoring: The CONSULTANT will collect air samples and oversee the project to insure that compliance with applicable codes, regulations, and ordinances, including 29 CFR 1926.1101, NESHAP, and Michigan Public Act 135. The CONTRACTOR is required to provide personal air monitoring of its employees to ensure compliance with all regulatory requirements pertaining to worker protection. The CONSULTANT will authorize CONTRACTOR before removal of structure(s).

1. If continuous sampling indicates airborne fiber concentrations above 0.01 fibers/cc or background level, work will be stopped unless otherwise approved by CONSULTANT.

Work may resume when the source of contamination has been corrected and the contamination has been cleaned to the satisfaction of the OWNER and CONSULTANT.

2. Glovebag, entire structures, and full enclosure clearance sampling will be by the aggressive PCM method when feasible. Enclosures must be fully dry before sampling.
- C. Inspection: If during the project, the OWNER and/or CONSULTANT determines that work practices either violate applicable rules and regulations or endanger employees, the CONTRACTOR's on-site representative shall stop operations immediately and take corrective action.

2.06 Removal of Non-Friable Asbestos-Containing Materials

- A. Removal of Non-Friable Materials, General: For each type of non-friable ACM indicated, comply with the following requirements:

1. Conduct non-friable ACM removal operations to prevent the material from becoming friable during the removal and disposal process. No visible emissions are permitted. If the material does not remain substantially intact, comply with the requirements for friable asbestos removal specified herein (except roofing removal).
2. Place impermeable dropcloths on surfaces beneath removal activity.
3. Do not conduct asbestos removal unless the CONSULTANT is present at the site.
4. Labeling Containerized Waste: Comply with the requirements specified herein.

- B. Removal of Resilient Flooring Materials:

1. Prior to removal, clean floors of dirt and debris with vacuums equipped with HEPA filter, disposable dust bag, and metal floor tool (brush tools are not permitted). Control odors and fumes with engineering controls.
2. Sanding the floor or related backing is not permitted.
3. Mechanical chipping of vinyl floor tile is prohibited, except when performed in a negative pressure enclosure.
4. Thoroughly wet vinyl floor with amended water. Use a slip scraper or equivalent to loosen the floor tile from the floor. Remove the floor tile in a substantially intact state. Removal of floor tile in a not substantially intact state must be completed within a negative pressure enclosure. Keep the floor tile wet throughout the removal and cleanup. Removal of floor tile using an infrared heat machine eliminates the wetting requirement.
5. Remove vinyl sheet flooring by cutting while wetting the snip-point. Wet sheet flooring during delamination. Rip-up of resilient flooring material is not permitted.
6. Clean resilient flooring of all debris using a HEPA vacuum, wet sweeping, mopping or equivalent and allow time to dry. Dry sweeping is prohibited.
7. Place the resilient flooring material and debris in an asbestos disposal bag. Seal the bag and place it in a properly labeled container. Comply with the disposal and labeling requirements as specified herein.

- C. Mastic Removal:

1. Clean the floor of all debris using a HEPA vacuum, wet sweeping, mopping or equivalent.
 2. Remove all mastic utilizing chemical or "bead-blasting" methods. Bead-blasting must be completed within a negative pressure enclosure. When feasible, select low odor products for chemical mastic removal. Conduct chemical mastic removal and post-work cleaning of the residual chemical according to manufacturer's instructions.
 3. Perform scraping of residual adhesive and backing using wet methods. After all debris is removed, thoroughly mop the floor and allow time to dry.
 4. Properly dispose of all asbestos mastic waste according to all applicable regulations, and comply with the disposal and labeling requirements specified herein.
- D. Other Non-Friable ACM: Remove non-friable ACM using the following technique:
1. Cutting, abrading, or breaking material is not permitted.
 2. Wet material with amended water prior to removal.
 3. Carefully disassemble material such a manner as to prevent breakage.
 4. Wrap and seal material in two layers 6-mil thick polyethylene, asbestos disposal bags, or equivalent packages and properly label them with appropriate asbestos warning signs as indicated in the "Removal of Non-Friable Materials, General" section of this Specification.
 5. Immediately lower to the ground unwrapped or unbagged materials via covered, dust-tight chute, crane, or hoist; or place in an impervious waste bag or wrap in plastic sheet and lower to the ground no later than the end of the work shift.
 6. Clean the floor of all debris using a HEPA vacuum, wet sweeping, mopping or equivalent and allow time to dry.
 7. Dispose of asbestos waste in accordance requirements of this Section.

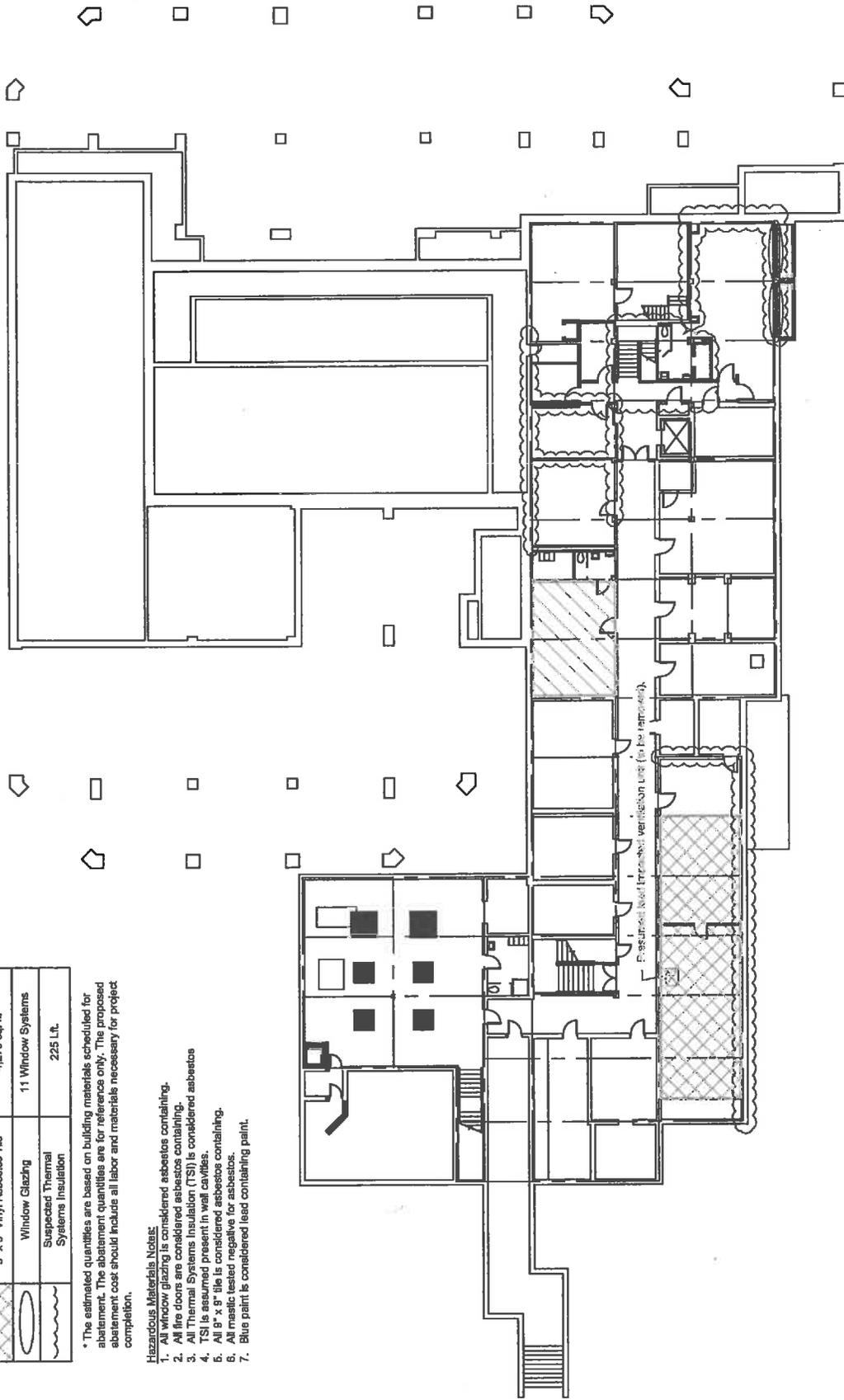
END OF SECTION

Designation	Material Description	Estimated Quantity (Total)
	ACM Linoleum	805 sq. ft.
	9" x 9" Vinyl Asbestos Tile	4,275 sq. ft.
	Window Glazing	11 Window Systems
	Suspected Thermal Systems Insulation	225 Lt.

* The estimated quantities are based on building materials scheduled for abatement. The abatement quantities are for reference only. The proposed abatement cost should include all labor and materials necessary for project completion.

Hazardous Materials Notes:

1. All window glazing is considered asbestos containing.
2. All fire doors are considered asbestos containing.
3. All Thermal Systems Insulation (TSI) is considered asbestos.
4. TSI is assumed present in wall cavities.
5. All 9" x 9" tile is considered asbestos containing.
6. All mastic tested negative for asbestos.
7. Blue paint is considered lead containing paint.



GRAPHIC SCALE: 1 inch = 20 feet

DATE	DESCRIPTION	ISSUED
7-21-11	REVISED	

DESIGNED: JMM
DRAWN: KTY
CHECKED: KTY
APPROVED: TJA

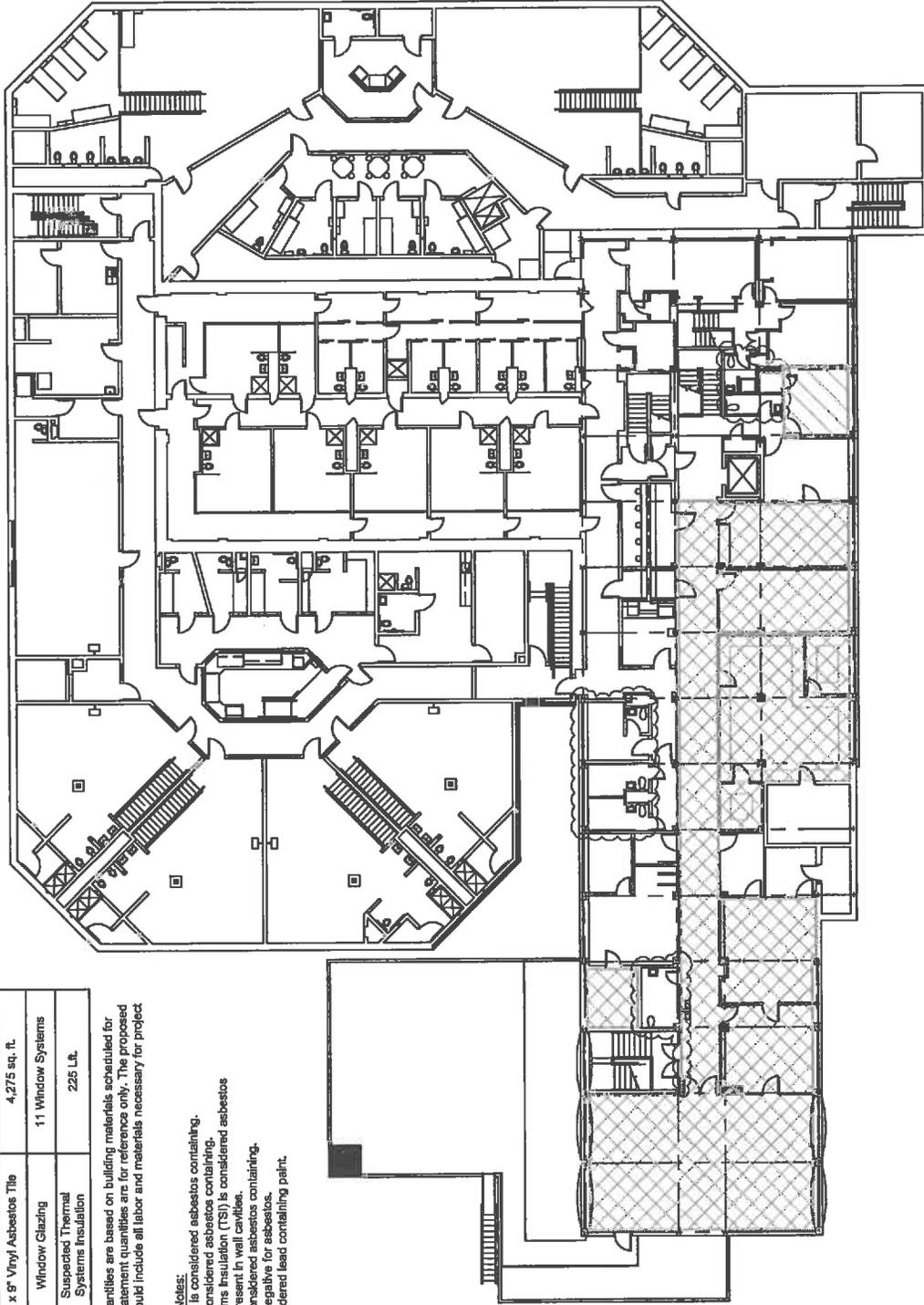
PROJECT:
JOB NUMBER:
2011-044
SHEET TITLE:
Second Floor
Hazardous
Materials
Plan
SHEET NUMBER:
3.0

Designation	Material Description	Estimated Quantity (Total)*
	ACM Lindeum	805 sq. ft.
	9" x 8" Vinyl Asbestos Tile	4,275 sq. ft.
	Window Glazing	11 Window Systems
	Suspected Thermal Systems Insulation	225 Lb.

*The estimated quantities are based on building materials scheduled for abatement. The abatement quantities are for reference only. The proposed abatement cost should include all labor and materials necessary for project completion.

Hazardous Materials Notes:

- All window glazing is considered asbestos containing.
- All tile doors are considered asbestos containing.
- All Thermal Systems Insulation (TSI) is considered asbestos
- TSI is assumed present in wall cavities.
- All 9" x 8" tile is considered asbestos containing.
- All mastic tested negative for asbestos.
- Blue paint is considered lead containing paint.

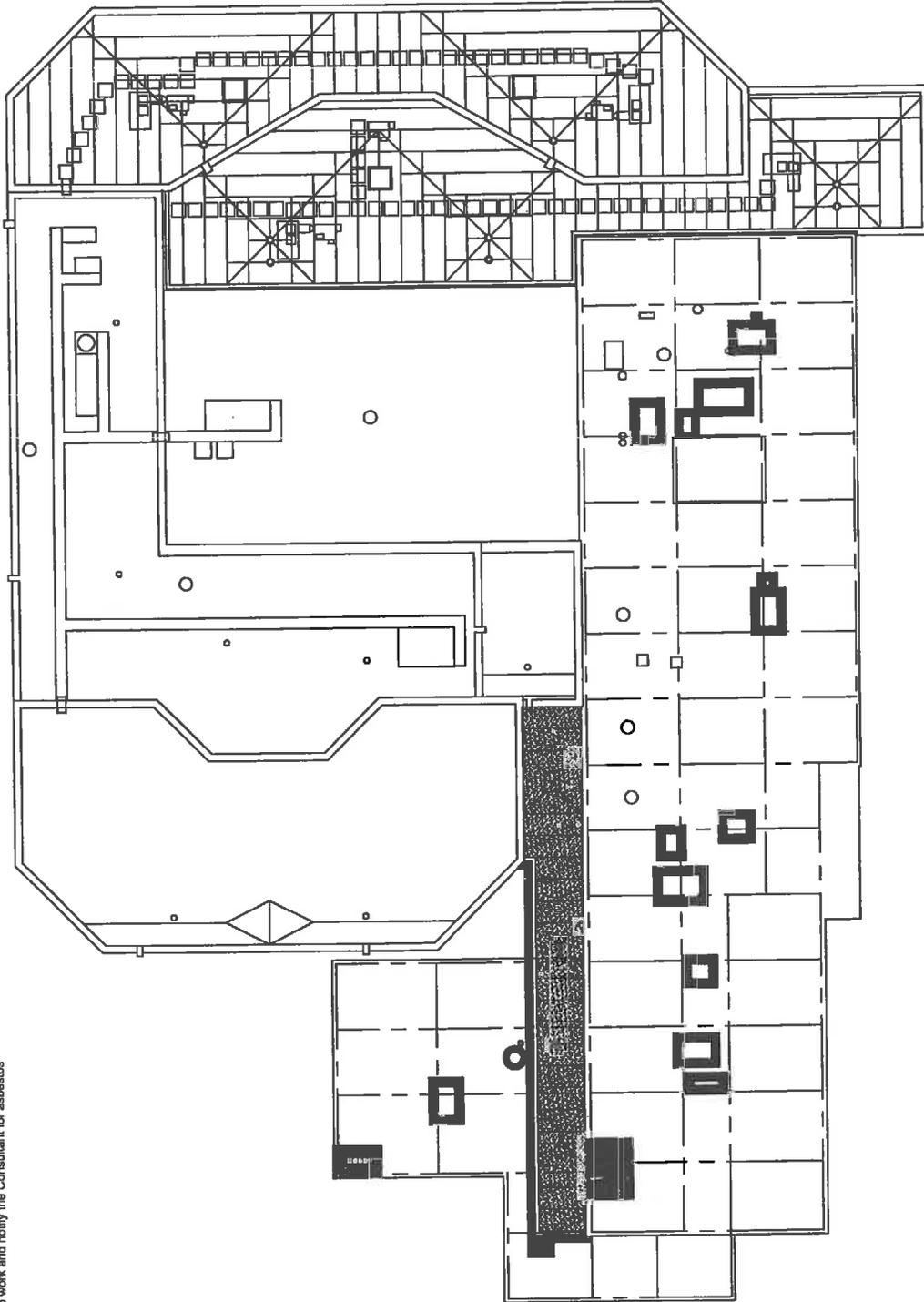


GRAPHIC SCALE: 1 inch = 20 feet
0 10 20 40 60

DATE	DESCRIPTION	ISSUES

TRIMEDIA JOB NUMBER: 2011-044	Roof Hazardous Materials Plan
SHEET NUMBER: 4.0	

Asbestos Notice:
 1. The roof has been replaced with new non-asbestos containing materials. If older roof materials or suspect materials are uncovered, the Contractor shall stop work and notify the Consultant for asbestos Sampling.



C:\Users\jtr\Documents\Projects\Chipewa County Bldg\Hazardous Materials Assessment\Drawings\Roof\Roof Plan.dwg - 11/15/11 11:11 AM

BID PACKAGE 06000

GENERAL TRADES

The work of this Bid Package includes the provisions of all labor, material and equipment necessary to furnish, deliver, unload, store, protect and install the General Trades work, as well as items listed below, as shown on the drawings and specified in the Project Manual Sections:

Division 1	General Requirements
02070	Selective Demolition
Division 3	Concrete
Division 4	Masonry
Division 5	Metals
Division 6	Wood and Plastics
07200	Insulation
07250	Spray Applied Insulation
07900	Joint Sealers
Division 8	Doors and Windows
Division 10	Specialties
11132	Projection Screen
11190	Detention Doors, Windows and Hardware
11195	Detention Equipment
12567	Courtroom Bench Seating
13070	Bullet Resistant Protection

and other specifications interfacing with this work.

All references made to the CONTRACTOR in the Technical Specifications shall be interpreted as the SUBCONTRACTOR performing that section of work.

The scope of work is to include, but is not limited to, the following items:

1. All removal and proper disposal of demolition items as identified on the Building Demolition Plans. An allowance of \$10,000 will be allocated for dumpsters for demolition materials and construction debris.
2. Provide temporary weather-tight closure of exterior openings and install interior partitions to accommodate acceptable working conditions and protection for products, safety to the public and to allow for temporary heating, and to prevent entry of unauthorized persons. An allowance of \$20,000 will be allocated for Temporary Enclosures and Partitions
3. Saw cut, remove and replace concrete slabs to accommodate new plumbing. Coordinate with the Plumbing Contractor.
4. All structural concrete and reinforcing steel work complete.
5. All masonry work complete.
6. All structural metal framing, steel decking, and metal fabrications complete.
7. All expansion joint cover assemblies.
8. All interior and exterior wood blocking, including but not limited to, roof blocking.
9. All raised floor areas in courtroom.

10. All architectural woodwork.
11. All concealed blocking for architectural woodwork, doors and windows, specialties, and projection screens.
12. All spray foam insulation at underside of walkway.
13. All fireproofing of structural steel and metal decking.
14. All metal soffits and framing.
15. All sealants and caulking associated with the work installed by this Bid Package, including security caulk at inmate areas.
16. All hollow metal doors, wood doors, door and window frames and hardware.
17. All overhead coiling fire rated doors.
18. All installation of access panels.
19. All security grade service windows, glass, and glazing.
20. All security frames, doors hardware and glass at secure corridor. Coordinate wiring requirements with Division 16 contractor.
21. All steel floor mounted benches (11195 – Detention Equipment) in Court Holding – Room 313.
22. All aluminum frames, doors and windows.
23. All interior glass and glazing, including mirrors.
24. All markerboards, display cabinets, toilet and shower partitions, signage, metal lockers, fire extinguishers and cabinets, toilet and shower accessories, and hat and coat racks.
25. All courtroom bench seating.

Excluded from this Subcontractor's work is:

1. Membrane roofing over coal storage (by 07500 Membrane Roofing Subcontractor).
2. EIFS and Gypsum Board Systems (by 09200 EIFS and Drywall Subcontractor).
3. Furnish of access panels (by other Subcontractors).

Special Considerations:

1. Review coordination requirements as specified in the General Requirements Section 01040 – Coordination.
2. Each bidder shall include in their bids all costs associated with safety devices, practices and standards required or recommended by governmental and quasi-governmental authorities having jurisdiction and by the Design Builder and Owner, including but not limited to, requirements imposed by the Subcontract Documents.

3. Review the Project Manual in its entirety as it contains provisions equally applicable to the successful bidder and his sub-subcontractors. Pay special attention to the Construction Schedule and coordinate all labor, material and equipment necessary to furnish and install items required by this Bid Package to ensure project completion at or prior to the Substantial Completion Date.
4. By submitting a bid pursuant to the information contained in this package, you accept the Subcontract Agreement Form CONSENSUSDOCS 751 and all of its terms. Reference the Project Manual, Section E.
5. Provide layout for own work.
6. Provide hoisting for own work.
7. Receive, inventory and properly store all materials and accessories associated with this Bid Package. Pay special attention to transportation, handling, storage and protection requirements as specified in Section 01600 – Materials and Equipment of the General Requirements.

End of Bid Package 06000

BID PACKAGE 07500

MEMBRANE ROOFING

The work of this Bid Package includes the provisions of all labor, material and equipment necessary to furnish, deliver, unload, store, protect and install the membrane roofing, sheet metal flashing and trim, as well as items listed below, as shown on the drawings and specified in the Project Manual Sections:

Division 1	General Requirements
05800	Expansion Control
07500	Membrane Roofing
07900	Joint Sealers

and other specifications interfacing with this work.

All references made to the CONTRACTOR in the Technical Specifications shall be interpreted as the SUBCONTRACTOR performing that section of work.

The scope of work is to include, but is not limited to, the following items:

1. All membrane roofing, insulation, flashing and trim for a complete roof system at the connecting corridor and coal storage room.
2. All roofing work associated with relocating roof drains at boiler room.
3. Patching of boiler room roof where chimney is removed.
4. All sheet metal work shown or required in connection with roof flashing, scuppers, reglets, coping, counter-flashing, mastic, expansion joints, etc. Flash all new construction into existing roof.
5. All roof pavers as indicated.
6. All expansion joint assemblies at the roof.
7. Provide weather-tight installation of all new roof penetrations and seal up all penetrations no longer used.
8. Provide all weather striping and joint sealants for a complete installation.
9. Installation of the rooftop unit curbs and vent pipe flashing for mechanical equipment.
10. All sealants and caulking associated with this Bid Package to complete the installation.

Excluded from this Subcontractor's work is:

1. Structural roof deck and support (by 06000 – General Trades Subcontractor).
2. Roof wood nailers (by 06000 – General Trades Subcontractor).
3. Furnishing of rooftop unit curbs and vent pipe flashing, (by 15000 – HVAC & Plumbing Subcontractor).
4. Installation of roof drains (by 15000 – HVAC & Plumbing Subcontractor).

Special Considerations:

1. Maintain warranty on existing roof system.
2. Review coordination requirements as specified in the General Requirements Section 01040 – Coordination.
3. Each bidder shall include in their bids all costs associated with safety devices, practices and standards required or recommended by governmental and quasi-governmental authorities having jurisdiction and by the Construction Manager and Owner, including but not limited to, requirements imposed by the Contract Documents.
4. Review the Project Manual in its entirety as it contains provisions equally applicable to the successful bidder and his sub-subcontractors. Pay special attention to the Construction Schedule and coordinate all labor, material and equipment necessary to furnish and install items required by this Bid Package to ensure project completion at or prior to the Substantial Completion Date.
5. By submitting a bid pursuant to the information contained in this package, you accept the Subcontract Agreement Form CONSENSUSDOCS 751 and all of its terms. Reference the Project Manual, Section E.
6. Coordinate installation of roof penetrations with Bid Package 06000, 15000, and 16000 Subcontractors as necessary.
7. Provide layout for own work.
8. Provide hoisting for own work.
9. Receive, inventory and properly store all materials and accessories associated with this Bid Package. Pay special attention to transportation, handling, storage and protection requirements as specified in Section 01600 – Materials and Equipment of the General Requirements.

End of Bid Package 07500

BID PACKAGE 09200

EIFS & DRYWALL

The work of this Bid Package includes the provisions of all labor, material and equipment necessary to furnish, deliver, unload, store, protect and install the EIFS and Drywall work, as well as items listed below, as shown on the drawings and specified in the Project Manual Sections:

Division 1	General Requirements
07200	Insulation
07240	Exterior Insulation and Finish System
07900	Joint Sealers
09250	Gypsum Board Systems

and other specifications interfacing with this work.

All references made to the CONTRACTOR in the Technical Specifications shall be interpreted as the SUBCONTRACTOR performing that section of work.

The scope of work is to include, but is not limited to, the following items:

1. All Extruded Insulation Finish Systems (EIFS) complete.
2. All flashing required at EIFS system.
3. All new metal furring, wall framing, batt insulation and drywall complete.
4. All new framing and drywall to infill recessed areas where radiators are removed.
5. All sound batt insulation as required.
6. All internal metal reinforcing at walls for Owner furnishings.
7. All bullet protection board.
8. All hanging, taping and finishing of drywall walls, ceilings and bulkheads.
9. Broom clean all rooms after drywall sanding is complete. Utilize dust control materials compatible with subsequent flooring.
10. All sealants and caulking associated with the work installed by this Bid Package, including security caulk at inmate areas.

Excluded from this Subcontractor's work is:

1. None.

Special Considerations:

1. Review coordination requirements as specified in the General Requirements Section 01040 – Coordination.
2. Each bidder shall include in their bids all costs associated with safety devices, practices and standards required or recommended by governmental and quasi-governmental authorities having jurisdiction and by the Design Builder and Owner, including but not limited to, requirements imposed by the Contract Documents.

3. Review the Project Manual in its entirety as it contains provisions equally applicable to the successful bidder and his sub-subcontractors. Pay special attention to the Construction Schedule and coordinate all labor, material and equipment necessary to furnish and install items required by this Bid Package to ensure project completion at or prior to the Substantial Completion Date.
4. By submitting a bid pursuant to the information contained in this package, you accept the Subcontract Agreement Form CONSENSUSDOCS 751 and all of its terms. Reference the Project Manual, Section E.
5. Provide layout for own work.
6. Provide hoisting for own work.
7. Receive, inventory and properly store all materials and accessories associated with this Bid Package. Pay special attention to transportation, handling, storage and protection requirements as specified in Section 01600 – Materials and Equipment of the General Requirements.

End of Bid Package 09200

BID PACKAGE 09500 **ACOUSTICAL CEILINGS**

The work of this Bid Package includes the provisions of all labor, material and equipment necessary to furnish, deliver, unload, store, protect and install the Acoustical Ceilings as well as items listed below, as shown on the drawings and specified in the Project Manual Sections:

Division 1	General Requirements
07900	Joint Sealers
09500	Acoustical Treatment

and other specifications interfacing with this work.

All references made to the CONTRACTOR in the Technical Specifications shall be interpreted as the SUBCONTRACTOR performing that section of work.

The scope of work is to include, but is not limited to, the following items:

1. All acoustical ceilings, suspension systems, framing and miscellaneous carpentry for a complete ceiling system.
2. All flexible expansion joint assemblies at acoustical ceilings.
3. All joint sealants associated with this Bid Package.

Excluded from this Subcontractor's work is:

1. Gypsum board ceilings (by 09200 EIFS and Drywall Subcontractor)

Special Considerations:

1. Review coordination requirements as specified in the General Requirements Section 01040 – Coordination.
2. Each bidder shall include in their bids all costs associated with safety devices, practices and standards required or recommended by governmental and quasi-governmental authorities having jurisdiction and by the Construction Manager and Owner, including but not limited to, requirements imposed by the Contract Documents.
3. Review the Project Manual Part in its entirety as it contains provisions equally applicable to the successful bidder and his sub-subcontractors. Pay special attention to the Construction Schedule and coordinate all labor, material and equipment necessary to furnish and install items required by this Bid Package to ensure project completion at or prior to the Substantial Completion Date.
4. By submitting a bid pursuant to the information contained in this package, you accept the Subcontract Agreement Form CONSENSUSDOCS 751 and all of its terms. Reference the Project Manual, Section E.
5. Provide layout for own work.
6. Provide hoisting for own work.

7. Receive, inventory and properly store all materials and accessories associated with this Bid Package. Pay special attention to transportation, handling, storage and protection requirements as specified in Section 01600 – Materials and Equipment of the General Requirements.

End of Bid Package 09500

BID PACKAGE 09600

FLOORING

The work of this Bid Package includes the provisions of all labor, material and equipment necessary to furnish, deliver, unload, store, protect, and install Flooring and items listed below, as shown on the drawings and specified in the Project Manual Sections:

Division 1	General Requirements
07900	Joint Sealers
09300	Tile
09650	Resilient Flooring and Accessories
09680	Carpet

and other specifications interfacing with this work.

All references made to the CONTRACTOR in the Project Manual shall be interpreted as the SUBCONTRACTOR performing that section of work.

The scope of work is to include, but is not limited to, the following items:

1. All resilient flooring tile & base, and security caulk as required.
2. All carpet & base.
3. All ceramic tile.
4. All grouting of tile.
5. All leveling and patching of floors to receive new flooring. Including but not limited to floor filler at Open office 274, Office 275, Office 279 and Office 280.
6. All protection of new flooring throughout all construction activities.
7. All reducer strips, metal divider strips, thresholds and other transitions as necessary.
8. Vacuum carpets, clean tile, and wax resilient flooring per manufacturers' instructions once installation is complete.
9. All caulking and sealants associated with this Bid Package to complete the installation, including but not limited to security caulk at flooring wall interface as indicated.

Excluded from this Subcontractors work is:

1. Concrete sealer (by 06000 – General Trades Subcontractor).

Special Considerations:

1. Review coordination requirements as specified in the General Requirements Section 01040 – Coordination.
2. Each bidder shall include in their bids all costs associated with safety devices, practices and standards required or recommended by governmental and quasi-governmental authorities having jurisdiction and by the Design-Builder and Owner, including but not limited to, requirements imposed by the Contract Documents.

3. Review the Project Manual in its entirety as it contains provisions equally applicable to the successful bidder and his sub-subcontractors. Pay special attention to the Construction Schedule and coordinate all labor, material and equipment necessary to furnish and install items required by this Bid Package to ensure project completion at or prior to the Substantial Completion Date.
4. By submitting a bid pursuant to the information contained in this package, you accept the Subcontract Agreement Form CONSENSUSDOCS 751 and all of its terms. Reference the Project Manual, Section E.
5. Provide layout for own work.
6. Provide hoisting for own work.
7. Receive, inventory and properly store all materials and accessories associated with this Bid Package. Pay special attention to transportation, handling, storage and protection requirements as specified in Section 01600 – Materials and Equipment of the General Requirements.

END OF BID PACKAGE 09600

BID PACKAGE 09900

PAINTING

The work of this Bid Package includes the provisions of all labor, material and equipment necessary to furnish, deliver, unload, store, protect, and install Painting and items listed below, and as shown on the drawings and specified in the Project Manual Sections:

Division 1	General Requirements
07900	Joint Sealers
09900	Painting
09955	Wallcoverings

and other specifications interfacing with this work.

All references made to the CONTRACTOR in the Technical Specifications shall be interpreted as the SUBCONTRACTOR performing that section of work.

The scope of work is to include, but is not limited to, the following items:

1. All field surface preparation, painting and finishing of exposed interior and exterior items and surfaces.
2. All field painting of shop primed metal items including, but not limited to, steel stairs, handrails, metal doors, door and windows frames, and other metal fabrications. Verify materials that are pre-finished and those that are shop primed. Coordinate finishing.
3. In all "finished spaces", field surface preparation and painting of exposed bare and covered pipes and ducts, hangers, exposed steel and primed metal surfaces of mechanical and electrical equipment. Any required color coding for piping, etc. is the work of the respective Division 15 and 16 subcontractors.
4. All acoustic wallcoverings.
5. Protection for floors and surfaces not receiving paint.
6. Remove all unused material from site.
7. All block filler as specified for uniform finish.
8. Caulking of dissimilar materials that are to receive a field painted or field finish coating by this Bid Package. Specific areas of caulking may be excluded under this Bid Package that are identified as such under the "Excluded from this Subcontractors work" section.

Excluded from this Subcontractors work is:

1. Concrete floor sealer.
2. Caulking of hollow metal and aluminum door and window frames.
3. Painting pre-finished items, finished metal surfaces, concealed surfaces, operating parts and labels. Factory pre-finished items including: wood doors, acoustical materials, architectural woodwork and casework, finished mechanical and electrical equipment, light fixtures, switch gear and distribution cabinets.

4. All caulking of concrete masonry control or expansion joints, and interior corners. Includes all firestopping required at masonry walls to obtain proper fire rating, (by Bid Package 06000).

Special Considerations:

1. Review coordination requirements as specified in the General Requirements Section 01040 – Coordination.
2. Each bidder shall include in their bids all costs associated with safety devices, practices and standards required or recommended by governmental and quasi-governmental authorities having jurisdiction and by the Design-Builder and Owner, including but not limited to, requirements imposed by the Contract Documents.
3. Review the Project Manual in its entirety as it contains provisions equally applicable to the successful bidder and his sub-subcontractors. Pay special attention to the Construction Schedule and coordinate all labor, material and equipment necessary to furnish and install items required by this Bid Package to ensure project completion at or prior to the Substantial Completion Date.
4. By submitting a bid pursuant to the information contained in this package, you accept the Subcontract Agreement Form CONSENSUSDOCS 751 and all of its terms. Reference the Project Manual, Section E.
5. Provide layout for own work.
6. Provide hoisting for own work.
7. Receive, inventory and properly store all materials and accessories associated with this Bid Package. Pay special attention to transportation, handling, storage and protection requirements as specified in Section 01600 – Materials and Equipment of the General Requirements.
8. Verify that surfaces scheduled to be finished are ready to receive work and report any condition that may potentially affect proper application.

END OF BID PACKAGE 09900

BID PACKAGE 15000

HVAC & PLUMBING

The work of this Bid Package includes the provisions of all labor, material and equipment necessary to furnish, deliver, unload, store, protect, and install all HVAC and Plumbing items listed below, and as shown on the drawings and specified in the Technical Specifications:

Division 1	General Requirements
07900	Joint Sealers
Division 22	Plumbing Systems
Division 23	HVAC Systems

and other specifications interfacing with this work.

All references made to the CONTRACTOR in the Technical Specifications shall be interpreted as the SUBCONTRACTOR performing that section of work. All references made to the ENGINEER OR ARCHITECT in the Technical Specifications shall be interpreted as the Design-Builder or Architect/Engineer as determined by the Design-Builder.

The scope of work is to include, but is not limited to, the following items:

1. Temporary heating. Reference the Project Manual, Section G, Section 01500 – Construction Facilities and Temporary Controls for additional clarifications regarding these items.
2. All mechanical and plumbing demolition, removal and proper disposal. Patch holes left by demolition to match adjacent materials.
3. All HVAC and mechanical systems complete.
4. All plumbing systems and fixtures complete.
5. Testing, adjusting and balancing.
6. Furnishing and layout of all required access panels through finished ceilings and walls. Installation of access panels are by others.
7. All required controls, wiring and related work as necessary to provide a complete HVAC system.
8. All hoisting, setting and installation of equipment/materials to be installed under this Bid Package.
9. Furnishing of rooftop unit curbs and vent pipe flashing for mechanical equipment. Installation of the rooftop unit curbs and vent pipe flashing are by Bid package 07500 – Membrane Roofing Subcontractor.
10. All insulation necessary for HVAC and plumbing.
11. All cutting and patching required to install the work of this Bid Package. Cut/form all holes for penetrations to permit proper sealing.
12. All firestopping of penetrations to obtain proper fire rating.
13. Provide caulking and sealing of conduit, piping, ductwork, equipment and all other items associated with this Bid Package to complete the installation.

14. All pipe installed shall be thoroughly cleaned of all grease, dirt, rust and scale.
15. All electric motors and starters for all equipment that is furnished and installed as part of this Bid Package.
16. All miscellaneous structural steel required for the purpose of fabricating pipe supports, pipe guides, pipe anchors, equipment supports, and framing for large ducts and plenums. All steel used for these purposes shall be new, clean, straight and prime painted.
17. All identification and labeling of pipes, valves and equipment.
18. All new filters for mechanical equipment as required during start-up and operation and final acceptance by the Contractor. A new set will be installed at the direction of the Construction Manager just before Owner acceptance. Reference the Project Manual, Section G, Section 01650 – Starting of Systems and Section 01700 – Contract Closeout.
19. All repairs and replacement of leaks, damages, or defects discovered or resulting from tests and/or use of work installed by this Bid Package. This Subcontractor shall make the necessary repairs and replacements to a like new condition. Leaky pipe joints, ducts, etc. shall be removed and replaced with acceptable materials.
20. All systems must be supported independently. Sheet metal ducts are not to be supported from other trade's installations, such as sprinkler piping, conduit, etc.
21. All vibration isolation requirements specified for the AHU's, fans, mechanical rotating equipment, and associated piping ducts, and equipment as specified or recommended by the manufacturer.
22. All layout, alignment and installation of all sleeves and/or embeds required for this scope of work to be coordinated with concrete re-steel placement.
23. All work must meet all applicable State of Michigan and local codes and conditions, (AHJ's).
24. All necessary permits and inspection fees from authorities having jurisdiction (AHJs) to complete the work of this Bid Package.

Excluded from this Subcontractor's work is:

1. Concrete equipment pads, (by Bid Package 06000).
2. Installation of the rooftop unit curbs and vent pipe flashing, (by Bid Package 07500).
3. Installation of access panels in finished ceilings and walls, (by Bid Package 06000).

Special Considerations:

1. Coordinate floor drain and water line installation with Bid Package 06000.
2. Coordinate with the Bid Package 06000 all masonry penetrations.
3. Coordinate with Bid Package 06000, and 07500 for installation of louvers and vent pipe flashing.
4. Coordinate with the Bid Package 16000 Subcontractor for final locations of supply, return, exhaust and outside air devices.

8. Coordinate work with the Bid Package 16000 Subcontractor for rough-in compatibility.
9. Coordinate and locate all equipment housekeeping pads for installation by Bid Package 06000 Subcontractor.
10. Coordinate all holes for penetrations by this Bid Package with the Subcontractor in whose work the piping penetrates. Coordinate installation of access panels.
11. Coordinate the electrical characteristics for all the electric motors furnished and installed as part of this Bid Package with the Bid Package 16000 Subcontractor, who will provide power to the motors, in order to assure proper operation of all equipment.
12. Review the access requirements for all major pieces of equipment and coordinate their delivery dates with the Design-Builder so they can be reflected in the construction schedule. Identify to the Design-Builder any major piece of equipment that will require special handling, special access considerations, before or after hours delivery, or storage at the site. This Subcontractor has the total responsibility for the complete installation of this equipment.
13. Review the Project Manual in its entirety as it contains provisions equally applicable to the successful bidder and his sub-subcontractors. Pay special attention to the Construction Schedule and coordinate all labor, material and equipment necessary to furnish and install items required by this Bid Package to ensure project completion at or prior to the Substantial Completion Date.

END OF BID PACKAGE 15000

BID PACKAGE 16000

ELECTRICAL

The work of this Bid Package includes the provisions of all labor, material and equipment necessary to furnish, deliver, unload, store, protect, and install all Electrical items listed below, as shown on the drawings and specified in the Technical Specifications:

Division 1	General Requirements
07900	Joint Sealers
08700	Door Hardware (for reference)
11190	Detention Doors, Windows, and Hardware (for reference)
Division 26	Electrical

and other specifications interfacing with this work.

All references made to the CONTRACTOR in the Technical Specifications shall be interpreted as the SUBCONTRACTOR performing that section of work. All references made to the ENGINEER OR ARCHITECT in the Technical Specifications shall be interpreted as the Design-Builder or Architect/Engineer as determined by the Design-Builder.

The scope of work is to include, but is not limited to, the following items:

1. Temporary power and lights. Reference the Project Manual, Section G, Section 01500 – Construction Facilities and Temporary Controls for additional clarifications regarding these items.
2. All electrical and special systems demolition, removal and proper disposal to allow for new work. Patch holes to match adjacent materials.
3. All electrical systems complete. Reference the Project Manual, Section G, Section 01010 – Summary of Work for additional clarifications regarding scopes of work.
4. All final electrical connections at mechanical equipment and all other equipment connections including but not limited to starters for mechanical equipment and controlled access doors.
5. All testing required for this Bid Package. Reference the Project Manual Section G, Section 01650 – Starting of Systems and Section 01700 – Contract Closeout.
6. All necessary permits and inspection fees to complete the work of this Bid Package.
7. All required lighting and power feeds.
8. All required lighting and power.
9. Grounding systems as required.
10. All fire alarm systems.
11. Provisions for telephone, television and computer networking, ie conduits and raceways. Telephone, television and computer network cabling is by Owner.
12. All hoisting, setting and installation of all equipment/materials to be installed under this Bid Package.
13. All cutting and patching required to install the work of this Bid Package. Cut/Form all holes for penetrations to permit proper sealing. All firestopping of penetrations to obtain proper fire rating.

14. All caulking and sealing of conduit, piping, equipment and all other items associated with the Bid Package to complete the installation.
15. All layout, alignment and installation of all sleeves and/or embeds required for this Bid Package ahead of concrete re-steel placement.
16. Furnishing of all required access panels through finished ceilings and walls. Installation of access panels are by others.
17. All work must meet National Electric Code (NEC) latest adopted version with amendments by Authorities Having Jurisdiction (AHJs), applicable State of Michigan, local codes and conditions.

Excluded from this Subcontractor's work is:

1. Telephone, television and computer network cabling, (by Owner).

Special Considerations:

1. Coordinate with Bid Package 15000 Subcontractor for rough-in capability.
2. Review Mechanical specifications for additional clarification regarding controls.
3. Coordinate with the Bid Packages 06000 and 15000 Subcontractors for all connections, interconnections, controls and devices required for this Bid Package.
4. Coordinate with Bid Package 06000 Subcontractor all masonry penetrations.
5. Coordinate with Bid Package 06000 for wiring required for security hardware.
6. Coordinate with Bid Package 06000, 09500, and 15000 Subcontractors final locations of lighting fixtures.
7. Coordinate and locate all equipment housekeeping pads for installation by Bid Package 06000 Subcontractor.
8. Coordinate all holes for penetrations by this Bid Package with the Subcontractor in whose work the piping penetrates.
9. Coordinate the electrical characteristics for all the electric motors furnished and installed as part of this Bid Package with the Bid Package 15000 Subcontractor, to provide power to the motors, in order to assure proper operation of all equipment.
10. Coordinate with utilities and Owner.
11. Review the access requirements for all major pieces of equipment and coordinate their delivery dates with the Design-Builder so they can be reflected in the construction schedule. Identify to the Design-Builder any major piece of equipment that will require special handling, special access considerations, before or after hours delivery, or storage at the site. This Subcontractor has the total responsibility for the complete installation of this equipment.
12. Review the Project Manual in its entirety as it contains provisions equally applicable to the successful bidder and his sub-subcontractors. Pay special attention to the Construction Schedule and coordinate all labor, material and equipment necessary to furnish and install items required by this Bid Package to ensure project completion at or prior to the Substantial Completion Date.

END OF BID PACKAGE 16000

BID PACKAGE 17000

SECURITY

The work of this Bid Package includes the provisions of all labor, material and equipment necessary to furnish, deliver, unload, store, protect, and install all Security items listed below, as shown on the drawings and specified in the Technical Specifications:

Division 1	General Requirements
Division 28	Electronic Security and Control System

and other specifications interfacing with this work.

All references made to the CONTRACTOR in the Technical Specifications shall be interpreted as the SUBCONTRACTOR performing that section of work. All references made to the ENGINEER OR ARCHITECT in the Technical Specifications shall be interpreted as the Design-Builder or Architect/Engineer as determined by the Design-Builder.

The scope of work is to include, but is not limited to, the following items:

1. The Electronic Security and Control System complete.
2. All electrical work (wiring, conduit, breakers, receptacles, connections, etc.) that is not specifically shown on the E100 Series drawings shall be by this Bid Package.
3. All testing required for this Bid Package. Reference the Project Manual Section G, Section 01650 – Starting of Systems and Section 01700 – Contract Closeout.
4. All necessary permits and inspection fees to complete the work of this Bid Package.
5. All cutting and patching required to install the work of this Bid Package. Cut/Form all holes for penetrations to permit proper sealing. All firestopping of penetrations to obtain proper fire rating.
6. All caulking and sealing of conduit, piping, equipment and all other items associated with the Bid Package to complete the installation.
7. All work must meet National Electric Code (NEC) latest adopted version with amendments by Authorities Having Jurisdiction (AHJs), applicable State of Michigan, local codes and conditions.

Excluded from this Subcontractor's work is:

1. Telephone, television and computer network cabling, (by Owner).
2. Security for Detention Doors 601, 603, and 604 by others.

Special Considerations:

1. Coordinate with Bid Package 16000 Subcontractor for rough-in capability.
2. Review Electrical specifications for additional clarification regarding controls.
3. Coordinate with the Bid Packages 06000 and 16000 Subcontractors for all connections, interconnections, controls and devices required for this Bid Package.
4. Coordinate with Bid Package 06000 and 16000 Subcontractor all masonry penetrations.

5. Coordinate with Bid Package 06000 and 16000 for wiring required for security hardware.
6. Coordinate all holes for penetrations by this Bid Package with the Subcontractor in whose work the piping penetrates.
7. Review the access requirements for all major pieces of equipment and coordinate their delivery dates with the Design-Builder so they can be reflected in the construction schedule. Identify to the Design-Builder any major piece of equipment that will require special handling, special access considerations, before or after hours delivery, or storage at the site. This Subcontractor has the total responsibility for the complete installation of this equipment.
8. Review the Project Manual in its entirety as it contains provisions equally applicable to the successful bidder and his sub-subcontractors. Pay special attention to the Construction Schedule and coordinate all labor, material and equipment necessary to furnish and install items required by this Bid Package to ensure project completion at or prior to the Substantial Completion Date.

END OF BID PACKAGE 17000

J. SCHEDULE

J. SCHEDULE

1. Pre Award:
 - A. The Construction Schedule contained in these documents is preliminary and is intended to identify latest possible completion dates. Durations and logic will be revised to improve upon milestone and final completion dates.
 - B. The Schedule may be discussed with subcontractors at the Post Bid Meeting.
2. Post Award:
 - A. A Scheduling Meeting with select subcontractors and suppliers may take place, at which time the Preliminary Schedule may be further developed into a CPM Construction Schedule. Detailed input from subcontractors and suppliers will be required. The level of detail will be determined by the Design-Builder. A draft Schedule will be sent to subcontractors and suppliers for review.
 - B. The completed CPM Construction Schedule will be transmitted to subcontractors and suppliers for written acceptance. Written acceptance will be a condition of payment.
 - C. Four week "look-ahead" schedules will be developed from the CPM Construction Schedule and reviewed in the weekly Coordination Meetings. If the subcontractor or supplier is behind schedule, as determined by the Design-Builder, a Recovery Schedule will be required from the subcontractor or supplier within three days from notice by the Design-Builder. Payment to the subcontractor or supplier will not be processed until the subcontractor or supplier is on schedule.
 - D. The CPM Construction Schedule will be updated on a monthly basis, or more often if required, and reviewed in the Progress Meetings. The updates will be transmitted to the subcontractors and suppliers as part of the Progress Meeting Minutes.

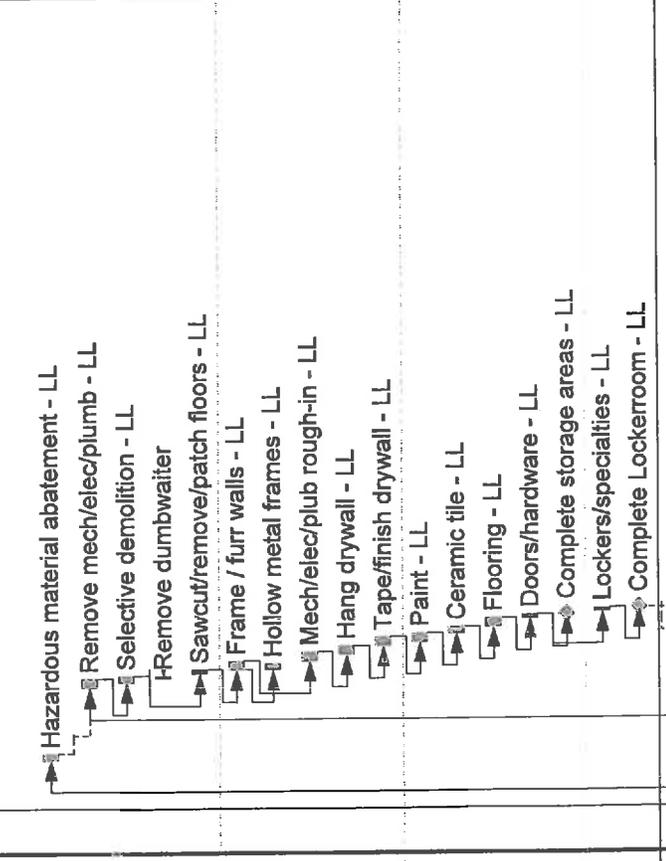
Reconstruction

1070	Out for Bids	18	09APR12 *	02MAY12
1080	Pre-bid Meeting	1	16APR12	16APR12
1090	Bids Due	0		02MAY12
1100	Post-bid Interviews	5	04MAY12	10MAY12
1110	Recommendation for Award	2	11MAY12	14MAY12
1120	Award Contracts	10	15MAY12	28MAY12



Construction

Lower Level				
2010	Hazardous material abatement - LL	5	25JUN12	29JUN12
2150	Remove mech/elec/plumb - LL	5	23AUG12	29AUG12
2140	Selective demolition - LL	5	27AUG12	31AUG12
2510	Remove dumbwaiter	2	30AUG12	31AUG12
2160	Sawcut/remove/patch floors - LL	3	03SEP12	05SEP12
2170	Frame / furr walls - LL	5	06SEP12	12SEP12
2290	Hollow metal frames - LL	3	06SEP12	10SEP12
2180	Mech/elec/plub rough-in - LL	5	13SEP12	19SEP12
2190	Hang drywall - LL	5	18SEP12	24SEP12
2200	Tape/finish drywall - LL	5	25SEP12	01OCT12
2210	Paint - LL	5	28SEP12	04OCT12
2220	Ceramic tile - LL	3	05OCT12	09OCT12
2230	Flooring - LL	5	10OCT12	16OCT12
2240	Doors/hardware - LL	3	17OCT12	19OCT12
2260	Complete storage areas - LL	0		19OCT12
2250	Lockers/specialties - LL	3	22OCT12	24OCT12
2280	Complete Lockerroom - LL	0		24OCT12



First Floor

2310	Hazardous material abatement -	5	18JUN12	22JUN12
2300	Demo chimney	10	25JUN12	09JUL12
2340	Temp partitions - 1st	5	06AUG12 *	10AUG12

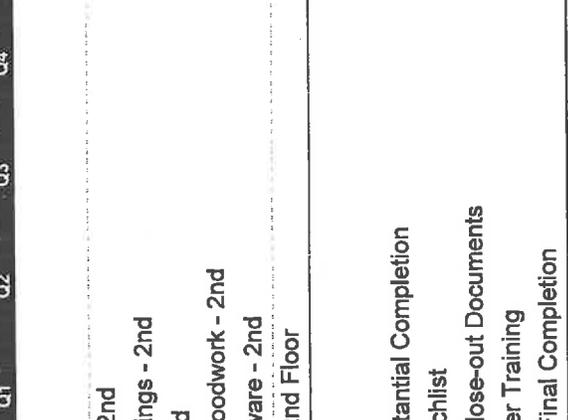


Gundlach Champion, Inc.
 City / County Building Renovation

Act ID	Description	Rem Dur	Early Start	Early Finish	2012				2013				2014					
					Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2				
2320	Remove mech/elect/plumb - 1st	5	13AUG12	17AUG12														
2330	Selective demolition - 1st	5	13AUG12	17AUG12														
2350	Sawcut/remove/patch floors - 1st	3	20AUG12	22AUG12														
2380	Frame/furr walls - 1st	10	23AUG12	05SEP12														
2390	Hollow metal frames - 1st	3	23AUG12	27AUG12														
2400	Mech/elect/plumb rough-in - 1st	10	06SEP12	19SEP12														
2410	Windows - 1st	2	06SEP12	07SEP12														
2420	Hang drywall - 1st	10	20SEP12	03OCT12														
2430	Tape/finish drywall - 1st	15	04OCT12	24OCT12														
2440	Paint - 1st	10	25OCT12	07NOV12														
2450	Ceramic tile - 1st	3	08NOV12	12NOV12														
2480	Acoustical ceilings - 1st	5	08NOV12	14NOV12														
2670	Casework - 1st	2	13NOV12	14NOV12														
2460	Flooring - 1st	5	15NOV12	21NOV12														
2490	Specialties/high density files - 1st	3	15NOV12	19NOV12														
2470	Doors/hardware - 1st	3	22NOV12	26NOV12														
2690	Complete 1st Floor	0		26NOV12														
Second Floor																		
2500	Hazardous material abatement - 2nd	5	11JUN12	15JUN12														
2520	Remove mech/elect/plumb - 2nd	5	18JUN12	22JUN12														
2530	Selective demolition - 2nd	5	20JUN12	26JUN12														
2540	Sawcut/remove/patch floors - 2nd	3	27JUN12	29JUN12														
2720	Foundations - Connector	15	27JUN12	18JUL12														
2580	Frame/furr walls - 2nd	7	02JUL12	11JUL12														
2710	Hollow metal frames - 2nd	3	02JUL12	05JUL12														
2590	Mech/elect/plumb rough-in - 2nd	10	12JUL12	25JUL12														
2550	Structural steel/decking - Connector	10	19JUL12	01AUG12														
2600	Hang drywall - 2nd	10	26JUL12	08AUG12														
2560	Slab on metal deck - Connector	5	02AUG12	08AUG12														
2610	Tape/finish drywall - 2nd	15	02AUG12	22AUG12														
2570	CMU - Connector/2nd	7	09AUG12	17AUG12														

Gundlach Champion, Inc.
City / County Building Renovation

Act ID	Description	Rem Dur	Early Start	Early Finish	2012				2013				2014	
					Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	
2730	EIFS	10	20AUG12	31AUG12										
2620	Paint - 2nd	10	23AUG12	05SEP12										
2630	Ceramic tile - 2nd	5	06SEP12	12SEP12										
2640	Acoustical ceilings - 2nd	5	06SEP12	12SEP12										
2660	Flooring - 2nd	10	13SEP12	26SEP12										
2680	Casework / woodwork - 2nd	5	13SEP12	19SEP12										
2650	Doors/hardware - 2nd	5	27SEP12	03OCT12										
2700	Complete 2nd Floor	0		03OCT12										
Closeout														
5000	Substantial Completion	0		26NOV12										
5010	Punchlist	10	27NOV12	10DEC12										
5020	Close-out Documents	25	27NOV12	02JAN13										
5030	Owner Training	5	27NOV12	03DEC12										
5040	Final Completion	0		02JAN13										



Gundlach Champion, Inc.
City / County Building Renovation

