

BID DOCUMENTS FOR

**Curwood Castle Restoration and Repairs
226 Curwood Castle Dr., Owosso, MI 48867**



**CITY OF OWOSSO
301 W. MAIN STREET
OWOSSO, MICHIGAN 48867**

March 6, 2026



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www.H2Aarchitects.net



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General Requirements
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TECHNICAL SPECIFICATIONS

The **TECHNICAL SPECIFICATIONS** for these projects are contained on Drawing Sheet G002 of each set of drawings.

DRAWINGS

The following drawings and this Project Manual form the Construction Documents:

Curwood Castle

G001 Title Sheet & Code Data

G002 Specifications

G003 Specifications

A101 Basement Plan

A102 Studio Floor Plan (Main Level)

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NOTICE TO BIDDERS

City of Owosso Curwood Castle Restoration and Repairs FOR THE CITY OF OWOSSO, MICHIGAN

Sealed proposals will be received by the city of Owosso for the **City of Owosso Curwood Castle Restoration and Repairs**

Bid and should be addressed to:

Bid Coordinator
City of Owosso
301 W. Main Street
Owosso, Michigan 48867

Major items include: Repair and replacement of historic stucco, repair and replacement of historic natural slate roof and underlayment, copper flashing, gutters and downspouts, wood window restoration and reconstruction, interior plaster restoration and repair, EIFS repair, exterior and interior painting, minor electrical and minor changes to storm water collection.

A mandatory pre-bid conference will be conducted on **Wednesday, March 18th, 2026, at 2:00 p.m.** at the Curwood Castle **226 Curwood Castle Drive, Owosso, MI 48867.**

Bids will be accepted until **3:00 p.m. Tuesday, April 14, 2026,** for the **City of Owosso Curwood Castle Restoration and Repairs.**

Project which time bids will be publicly opened and read aloud.

All bids must be in writing and must contain an original signature by an authorized officer of the firm. Electronic bids (i.e., telephonic, fax, email, etc.) are **NOT** acceptable.

The bidder agrees that if the city accepts their proposal, the bidder will, within 10 consecutive calendar days after receiving notice of this acceptance, enter into a contract to furnish all labor, equipment and tools necessary to execute the work at the unit prices named in the bid proposal and will furnish the surety for performance, for one hundred percent (100%) of this bid, which shall be accepted and approved by the city.

Minority participation is strongly encouraged. Applicable state and federal laws regarding the "Conditions of Employment" apply to work under this contract.

All bids shall clearly contain on the outside of the **sealed** envelope in which they are submitted:

City of Owosso Curwood Castle Restoration and Repairs

Hard copies of the proposal, contract forms and specifications are on file and may be obtained for a fee in accordance with the city's FOIA Policy at the office of the Bid Coordinator, City Hall, 301 West Main Street, Owosso, Michigan 48867. Bid documents are available at no charge on our website at www.ci.owosso.mi.us or on the MITN website at www.mitn.info.

The city reserves the right to accept any proposal; or to reject any proposal; to waive irregularities in a proposal; or to negotiate if it appears to be in the best interest of the city of Owosso.

No work can begin before **May 1, 2026** and all work is to be **substantially** completed by **November 2, 2026.**

INQUIRIES/ADDENDUMS

Addendums will be available on the city's website at www.ci.owosso.mi.us and on the MITN website at www.mitn.info.

All inquiries regarding this bid request must be received at least five (5) calendar days prior to the submission and shall be received in, and responded to, in writing, by fax at 989-723-8854 or by e-mail to Amy Fuller at amy.fuller@ci.owosso.mi.us.

INSTRUCTIONS TO BIDDERS

1. Each proposal must be signed by the bidder with his usual signature. Bids by partnerships should be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and title of the person signing. Proposals by corporations must be signed with the name of the corporation, followed by the signature and designation of the president, vice-president or person authorized to bind it in the matter. **Any paperwork not filled out properly or signed will cause the bid to be considered non-responsive and shall be rejected by the city.**
2. Proposals, to receive consideration, must be received prior to the specified time of opening and reading as designated in the invitation.
3. Bidders are requested to use the proposal form furnished by the city when submitting their proposals. Envelopes must be **sealed** when submitted and clearly marked on the outside indicating the name of the bid.
4. Proposals having and erasures or corrections thereon may be rejected unless explained or noted over the signature of the bidder.
5. References in the specifications or description of materials, supplies, equipment, or services to a particular trade name, manufacturer's catalog, or model number are made for descriptive purposes to guide the bidder in interpreting the type of materials or supplies, equipment, or nature of the work desired. They should not be construed as excluding proposals on equivalent types of materials, supplies, and equipment or for performing the work in a manner other than specified. However, the bidders' attention is called to General Condition six (6).
6. Proposals should be mailed or delivered to: Bid Coordinator's Office, City Hall, 301 W. Main Street, Owosso, MI 48867.
7. Special conditions included in this inquiry shall take precedence over any conditions listed under General Conditions or Instructions to Bidders.
8. Insurance coverage – The winning bidder, prior to execution of the contract, shall file with the city copies of completed certificates of insurance naming the city of Owosso as an additional insured party, as evidence that the contractor carries adequate insurance satisfactory to the city.
9. **The following items must be included with the bid response:**
 - a. **Vendor Proposal**
 - b. **W-9 Request for Taxpayer ID No. and Certification**
 - c. **Signature Page & Legal Status/ Acknowledgement of Addendum(s)**
 - d. **Insurance Endorsement**
 - e. **Proposer Qualifications Form**
 - f. **Familial Relationship Sworn Statement**
 - g. **Iran Business Relationship Affidavit**
 - h. **Bid Bond**

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SECTION 00 42 01

PROPOSAL FORM

PROJECT: City of Owosso - Curwood Castle Restoration and Repairs

Business Name of Proposer _____

Address: _____

Telephone: _____ Date: _____

Email: _____

To: City of Owosso:

I the undersigned, have received the specifications and drawings for the Construction Work of the above named project prepared by H2A Architects Inc. I have also received the Addenda acknowledged below and have included all their provisions and costs in my proposal. Having carefully considered and examined all Contract Documents, having visited the site and examined all conditions affecting the work, I submit the following proposal and hereby agree;

1. To furnish all labor, services, materials, equipment and coordination of trades required to perform all work in strict conformance with the Contract Documents, including all commissions, overhead, taxes, fees and profit.
2. To complete the work by time stipulated on the Proposal form and under the conditions as outlined in the Contract Documents.
3. To accept the provisions of the Instructions to Proposers regarding disposition of proposal Security.
4. To hold my proposal open for a maximum period of sixty (60) days.

Curwood Castle Restoration and Repairs 226 Curwood Castle Dr, Owosso, MI 48867:

Work as shown on the drawings and specifications, including but not limited to: Repair and replacement of historic stucco, repair and replacement of historic natural slate roof and underlayment, copper flashing, gutters and downspouts, wood window restoration and reconstruction, interior plaster restoration and repair, EIFS repair, exterior and interior painting, minor electrical and minor changes to storm water collection.

For individual spot slate replacements, allow up to 30 broken, damaged, or missing slates, this is in addition to the mass slate replacement over the stairwell called out on the drawings.

For replacement of parging/stucco noted at the base of the building, adjacent to grade, where shown on the drawings, allow a total of 75 square feet. This is in addition to mass stucco replacement at the curved stairwell wall, and the chimney stucco replacement.

Base Bid - State the Amount in words:

\$ _____ . _____ *Total Amount*

Alternate #1 - State the Amount in words to prep and paint all previously painted exterior surfaces that are not included in the base bid:

\$ _____ . _____ *Total Amount*

Unit Prices:

Should I, the undersigned, be required to perform **additional work** beyond what is indicated in the Contract Documents, I hereby agree to make additions to the contract amount based on the following Unit Prices. All Unit Prices include labor, material, overhead, profit, taxes, insurance and all related charges.

<u>Description</u>	<u>Material Cost</u>	<u>Labor Cost</u>	<u>Total Cost</u>
Stucco Full Depth Replacement (including lath if applicable)	\$ _____	\$ _____	\$ _____ SF
Stucco Repair	\$ _____	\$ _____	\$ _____ SF
Plaster Replace Full Depth (including lath if applicable)	\$ _____	\$ _____	\$ _____ SF
Plaster Repair	\$ _____	\$ _____	\$ _____ SF
State Replacement (individual spot replacements in excess of the allowance)	\$ _____	\$ _____	\$ _____ EA

Addenda:

The undersigned, hereby acknowledges receipt of the following addenda:

Addendum No.	Date
_____	_____
_____	_____
_____	_____

Subcontractors:

I, the Proposer, propose the following list of major sub-contractors to be employed on the project (subject to final approval by the Owner and the Design Professional):

- Roofing (Flashing & Gutters)

- Carpentry (Window Repair & Reconstruction)

- Plaster & Stucco

- Painting

- Electrical

Site Superintendent:

The following, full time on site job superintendent will be assigned to this project:

Name: _____

Superintendent will not be reassigned, during duration of the project without approval of the Owner and Design Professional.

VARIANCE FROM SPECIFICATIONS: If the bidder is unable to comply with the timeline requirements of the contract documents as outlined, the bidder shall clearly note his/her proposed timeline.

The bidder may also propose additions or alternatives to the specifications for the City to consider, the cost associated with these additions or alternatives shall be clearly stated on a separate page labeled "other services/items offered" as voluntary alternates. The bidders base-bid proposal must be in compliance with the specifications provided.

If products specified are unavailable, contractor shall include an alternative equivalent product in the base-bid, but clearly state the unavailability and the alternate product quoted in the base-bid. The architect shall be the sole judge of product equivalency.

Time for Completion:

I, the undersigned, hereby agree to complete all the work and improvements as specified in the contract documents as stated in the notice to bidders.

Liquidated damages shall apply if the Contractor does not complete the work within these requirements and as indicted in the Notice to Bidders and the General Requirements Section 01 10 00, item 1.09.

FINAL EXECUTION

Acceptance:

The undersigned, is duly authorized to enter into a contract on behalf of the above listed Proposer.

The undersigned agrees that if the City accepts this proposal, Contractor will, within (10) consecutive calendar days after receiving notice of this acceptance, enter into a contract to furnish all material, labor, equipment and tools necessary to execute the work at the prices named in the bid proposal.

Further I agree, if awarded the contract, to execute and deliver to the Owner prior to the signing of the contract, insurance certifications which fully comply with the specifications, and satisfactory bonds, in the form of 100% 'Performance Bond' and 100% 'Labor and Material Payment Bond'. All insurance coverages will be provided by a company licensed to carry out business in the State of Michigan.

The undersigned certifies on behalf of the Proposer that the Proposer is **not an "Iran Linked Business"** as defined in the Iran Economic Sanctions Act of the State of Michigan, 2012 PA 517.

I have enclosed the required bid security, in the amount of five percent (5%) of the Base Bid.

On behalf of _____ . I hereby submit this

proposal for City of Owosso **Curwood Castle Restoration and Repairs 226 Curwood Castle Dr, Owosso, MI 48867** for your consideration. The undersigned acknowledges that this proposal is subject to the General Conditions, Supplementary Conditions, General Requirements and the Specifications included in the Contract Documents. In submitting this proposal, it is understood that the right is reserved by the City to reject any and all proposals and waive any irregularities in the bidding process.

Dated and signed at _____ State of _____

This _____ day of _____, 2018.

BY: _____

Signature

Printed Name and Title

WITNESS: _____

Signature

Printed Name

END OF SECTION

SECTION 00 42 02

FAMILIAL RELATIONSHIP SWORN STATEMENT

_____ does hereby disclose that:

(Company Name)

_____ YES, There exists a familial relationship between the City of Owosso representatives, members of their Board(s), Directors or Supervisor(s), officer(s) or employee(s) and the Owner(s), officer(s) or employee(s) of:

(Company Name)

Disclosure Between

Name _____	and	Name _____
Title _____		Title _____
Relationship _____		Relationship _____

_____ NO, A familial relationship does not exist between the City of Owosso representatives, members of their Board(s), Directors or Supervisor(s), officer(s) or employee(s) and the Owner(s), officer(s) or employee(s) of:

(Company Name)

Name (printed) _____ Position _____

Signature _____ Date _____

Notary Public (printed) _____

Signature _____ County _____

Date _____ My Commission Expires _____

Affix Notary Seal here:

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SECTION 00 43 01

IRAN BUSINESS RELATIONSHIP AFFIDAVIT

PROJECT: CITY OF OWOSSO - Curwood Castle Restoration and Repairs
STREET ADDRESS: 226 Curwood Castle Dr.
CITY, STATE, ZIP: OWOSSO, MI 8867

Effective April 1, 2013 all bids, proposals and/or qualification statements received in the State of Michigan must comply with the "Iran Economic Sanctions Act". The following certification is to be signed and included at the time of submittal.

GENERAL CONTRACTOR: _____

STREET ADDRESS: _____

CITY, STATE, ZIP: _____

Pursuant to the Michigan Iran Economic Sanctions Act, 2012 P.A. 517, by submitting a bid, proposal or response, Respondent certifies, under civil penalty for false certification, that it is fully eligible to do so under law and that it is not an "Iran Linked Business," as that term is defined in the Act.

SIGNATURE

COMPANY

TITLE

ADDRESS

DATE

CITY, STATE, ZIP

END OF SECTION

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LOCAL PREFERENCE POLICY

The following affidavit should be completed if a bidder is located within Shiawassee County or intends to sub-contract more than twenty-five percent (25%) to a Shiawassee County based business: The city of Owosso has a local preference policy for the purchase of goods and services as recorded in the city ordinance in section 2-348. "Lowest qualified bidder" defined.

1. The term "lowest qualified bidder," as used in this division, shall mean the lowest bidder having qualifications to perform the work which are satisfactory to the council. The lowest bidder shall be determined based on an adjusted bid tabulation which shall be prepared in the following manner: To the bid of any bidder which is neither a city-based business nor a county-based business shall be added an amount equal to six (6) percent of the bid or two thousand five hundred dollars (\$2,500.00), whichever is less.
2. To the bid of any bidder which is a county-based business shall be added an amount equal to three (3) percent of the bid or two thousand five hundred dollars (\$2,500.00), whichever is less; provided, however, that if no bid is received from a city-based business, no additional amount shall be added to the bid of a county-based business.
3. "Owosso-based business" shall be interpreted to mean a business registered with the county clerk or a corporation registered with the state having a business address within the city limits which pays real and/or personal property taxes levied by the city.

The term "county-based business" shall be interpreted to mean a business other than a city-based business registered with the county clerk or a corporation registered with the state having a business address within the county which pays real and/or personal property taxes levied by the county.

4. If twenty-five (25) percent or more of a contract for construction or other services is to be subcontracted by a city-based business bidder to a non-city-based business or businesses, or by a county-based business bidder to a non-county-based business or businesses, the adjusted bid shall be calculated by applying the provisions of this section separately to each portion of the contract based on the status of the contractor or subcontractor performing that portion of the contract as a city-based or county-based business.

AFFIDAVIT

In accordance with Section 2-348 of the Owosso city code, the bid from a business located in Shiawassee County shall be adjusted to reflect a preference. In order for the city to calculate the adjustment, the bidder hereby deposes and states that their business address is registered, and is currently paying real and/or personal property taxes in Shiawassee County at the following address:

Registered business address

The affiant further deposes and states that a sub-contract with a business registered, and paying real and/or personal property taxes in Shiawassee County will be executed for a percentage equal to or greater than twenty-five percent (25%) as stated below:

Business name and address of sub-contractor

Percentage of contract

Authorized signature

Date

Title

Company name

W-9 INFORMATION FOR LEGAL STATUS

Sole proprietor. Enter your individual name as shown on your income tax return on the “Name” line. You may enter your business, trade, or “doing business as (DBA)” name on the “Business name/disregarded entity name” line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the “Name” line and any business, trade, or “doing business as (DBA) name” on the “Business name/disregarded entity name” line.

Disregarded entity. Enter the owner's name on the “Name” line. The name of the entity entered on the “Name” line should never be a disregarded entity. The name on the “Name” line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the “Name” line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the “Business name/disregarded entity name” line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the “Name” line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the “Name” line is an LLC, check the “Limited liability company” box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter “P” for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter “C” for C corporation or “S” for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the “Name” line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the “Name” line.

Other entities. Enter your business name as shown on required federal tax documents on the “Name” line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the “Business name/disregarded entity name” line.

Please see attached W-9 Request for Taxpayer Identification Number and Certification form for a detailed explanation on filling out the W-9 form.

SIGNATURE PAGE AND LEGAL STATUS

The undersigned certifies that he is an official legally authorized to bind his firm and to enter into a contract should the city accept this proposal.

Bid proposal by _____
(Name of Firm)

Legal status of bidder. Please check the appropriate box and **USE CORRECT LEGAL NAME.**

A. Corporation ____ ; State of Incorporation _____

B. Partnership ____ ; List of names _____

C. DBA ____ ; State full name _____ DBA

D. Other ____ ; Explain _____

Signature of Bidder _____ Title _____
(Authorized Signature)

Printed name _____

Signature of Bidder _____ Title _____
(Authorized Signature)

Printed name _____

Address _____ City _____ Zip _____

Telephone () _____

Signed this _____ day of _____ 20_____.

Bidder acknowledges receipt of the following Addenda:

ADDENDUM NO.	BIDDER'S INITIALS
_____	_____
_____	_____
_____	_____

PROOF OF INSURANCE

This is to certify that the following endorsement is part of the policy(ies) described below:

NAMED INSURED (CONTRACTOR)

COMPANIES AFFORDING COVERAGE

ADDRESS

A.
B.
C.

It is hereby understood and agreed that the city of Owosso, its city council and each member thereof and every officer and employee of the city shall be named as joint and several assureds with respect to claims arising out of the following project:

BID NAME

It is further agreed that the following indemnity agreement between the city of Owosso and the named insured is covered under this policy: Contractor agrees to indemnify, hold harmless and defend city, its city council and each member thereof and every officer and employee of city from any and all liability or financial loss resulting from any suits, claims, losses or actions brought against and from all costs and expenses of litigation brought against city, its city council and each member thereof and any officer or employee of city which results directly or indirectly from the wrongful or negligent actions of contractor's officers, employees, agents or others employed by Contractor while engaged by contractor in the (performance of this agreement) construction of this project.

It is further agreed that the inclusion of more than one assured shall not operate to increase the limit of the company's liability and that insurer waives any right on contribution with insurance which may be available to the city of Owosso.

The contractor, or any of their subcontractors, shall not commence work under this contract until they have attained the insurance required below, and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and acceptable to the city of Owosso. The requirements below should not be interpreted to limit the liability of the Contractor. All deductibles and SIR's are the responsibility of the Contractor.

The Contractor shall procure and maintain the following insurance coverage:

- 1. Worker's Compensation Insurance** including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
- 2. Commercial General Liability Insurance** on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included.
- 3. Automobile Liability** including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000 per occurrence, combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- 4. Additional Insured:** Commercial General Liability and Automobile Liability, as described above, shall include an endorsement stating the following shall be **Additional Insureds:** City of Owosso, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming City of Owosso as additional insured, coverage afforded is considered to be primary and any other insurance the city of Owosso may have in effect shall be considered secondary and/or excess.
- 5. Cancellation Notice:** All policies, as described above, shall include an endorsement stating that it is understood and agreed that a Ten (10) days notice for non-payment of premium is required and a Thirty (30) days notice is required for Non-Renewal, Reduction, and/or Material Change, shall be sent to: City of Owosso, Bid Coordinator, 301 W. Main Street, Owosso, Michigan 48867.

6. **Proof of Insurance Coverage:** The Contractor shall provide the city of Owosso, at the time that the contracts are returned by him/her for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above shall be furnished, if so requested.

If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and endorsements to the city of Owosso at least ten (10) days prior to the expiration date.

Please include a copy of insurance declaration verifying amounts of coverage. The verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

DATE _____

BY _____
Authorized Insurance Agent

AGENCY _____

TITLE _____

ADDRESS _____

SECTION 00 43 21

PROPOSER QUALIFICATION FORM

PROJECT: RESTORATION AND REPAIRS FOR OWOSSO CURWOOD CASTLE NO. 25-240

Name of Proposer _____

Address: _____

City/State: _____ Zip: _____

Telephone: _____ Email: _____

Company History

Year Established: _____ Years in Business: _____ Number of Employees: _____ FT _____ PT

Percent of your business that is commercial contracting _____%

Type of Organization: (check one)

Individual _____ Partnership _____ Corporation _____ Joint Venture _____

How many years has your company been providing contractor services for historic buildings? Provide narrative on your background, capabilities, and knowledge as it relates to contracting services:

Public Sector Clients served:

Project Name:	Contact Person	Phone	Email
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Provide a description of any current projects and the previous three projects that your company has performed contracting services for historic buildings that are similar in scope and size to this project:

Project Name _____ Location _____ Year _____

Contact Person _____ Phone _____ Email _____

Company Name _____

Description:

Project Name _____ Location _____ Year _____

Contact Person _____ Phone _____ Email _____

Company Name _____

Description:

Project Name _____ Location _____ Year _____

Contact Person _____ Phone _____ Email _____

Company Name _____

Description:

Is your company familiar with the National Park Service Preservation Briefs? Yes____ No____

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DRAFT AIA[®] Document A312[™] - 2010

Performance Bond

CONTRACTOR:

(Name, legal status and address)

« »
« »

SURETY:

(Name, legal status and principal place of business)

« »
« »

OWNER:

(Name, legal status and address)

« »
« »

CONSTRUCTION CONTRACT

Date: « »

Amount: \$ « »

Description:

(Name and location)

«Curwood Castle»

« »

BOND

Date:

(Not earlier than Construction Contract Date)

« »

Amount: \$ « »

Modifications to this Bond: « » None « » See Section 16

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

SURETY

Company: (Corporate Seal)

Signature:

Name and « »

Title:

(Any additional signatures appear on the last page of this Performance Bond.)

Signature:

Name and « »

Title:

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

« »

« »

« »

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

« »

« »

« »

« »

« »

« »

ADDITIONS AND DELETIONS:

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

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

ELECTRONIC COPYING of any portion of this AIA[®] Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

« »

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

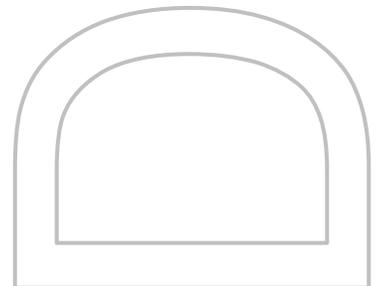
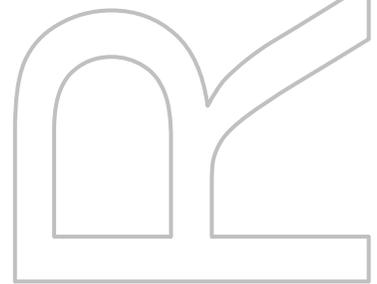
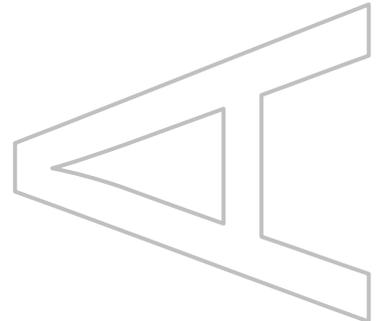
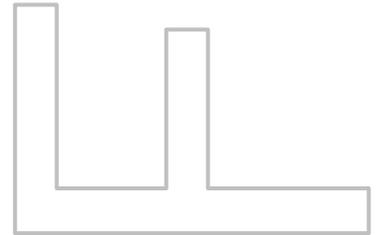
Company: _____ (Corporate Seal)

Signature: _____
Name and Title: « »« »
Address: « »

SURETY

Company: _____ (Corporate Seal)

Signature: _____
Name and Title: « »« »
Address: « »



DRAFT AIA® Document A312™ - 2010

Payment Bond

CONTRACTOR:

(Name, legal status and address)

« »
« »

SURETY:

(Name, legal status and principal place of business)

« »
« »

OWNER:

(Name, legal status and address)

« »
« »

CONSTRUCTION CONTRACT

Date: « »

Amount: \$ « »

Description:

(Name and location)

«Curwood Castle»

« »

BOND

Date:

(Not earlier than Construction Contract Date)

« »

Amount: \$ « »

Modifications to this Bond: None See Section 18

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

SURETY

Company: (Corporate Seal)

Signature:

Name and « »

Title:

(Any additional signatures appear on the last page of this Payment Bond.)

Signature:

Name and « »

Title:

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

« »
« »
« »

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

« »
« »
« »
« »
« »
« »

ADDITIONS AND DELETIONS:

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

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

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§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

<< >>

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

SURETY

Company:

(Corporate Seal)

Signature:

Name and Title:

<< >><< >>

Address:

<< >>

Signature:

Name and Title:

<< >><< >>

Address:

<< >>

GENERAL CONDITIONS

1. LOCAL PREFERENCE POLICY

The city of Owosso has a local preference policy for the purchase of goods and services. The policy in part states: *A business located within the city limits and paying real or personal property taxes to the city of Owosso will be granted a 6% bid advantage or \$2,500, whichever is less, over a business located outside Shiawassee County. A business located outside the city limits but within Shiawassee County and paying property taxes to the county will be granted a 3% bid advantage or \$2,500, whichever is less, over a business located outside Shiawassee County. The preference also applies to subcontractors performing 25% or more of the work of a general contract.*

2. BID ACCEPTANCE

The city reserves the right to reject any or all proposals. Unless otherwise specified, the city reserves the right to accept any item in the proposal. The city objects to any additional terms stated in any documents submitted by the contractor. Performance pursuant to our Purchase Order/Equipment Agreement constitutes a course of conduct consisting of Contractor's Agreement to the terms of our Purchase Order/Equipment Agreement.

3. PAYMENT - None

3. BID DEFAULT

In case of default by the bidder or contractor, the city of Owosso may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess cost occasioned thereby.

4. UNIT PRICES

Prices should be stated in units without regard to quantity. This is for unforeseen work.

5. QUOTED PRICES

Unless otherwise stated by the bidder, prices quoted will be considered as being based on delivery to a designated destination and to include all charges for packing, crating, containers, shipping, etc., and being in strict accordance with specifications and standards as shown.

6. SUBSTITUTIONS

Wherever a reference is made in the specifications or description of the materials, supplies, equipment, or services required, to a particular trade name, manufacturer's catalog, or model number, the bidder, if awarded a contract or order, will be required to furnish the particular item referred to in strict accordance with the specifications or description unless a departure or substitution is either approved by the architect in advance clearly noted as an unavailable product and described in the proposal.

7. HOLD CITY HARMLESS

The bidder, if awarded an order or contract, agrees to protect, defend, and save the city harmless against any demand for payment for the use of any patented material, process, article, or device that may enter into the manufacture, construction, or form a part of the work covered by either order or contract. Bidder further agrees to indemnify and save the city harmless from suits or action of every nature and description brought against it, for or on account of any injuries or damages received or sustained by any party or parties, by or from any of the acts of the contractor, his employees, subcontractors, or agents.

8. COMPETITIVE BIDDING STATUTES

The laws of the state of Michigan, the charter and ordinances of the city of Owosso, as far as they apply to the laws of competitive bidding, contracts and purchases, are made a part hereof.

9. SAMPLES

Samples, when requested, must be furnished free of expense to the city and, if not destroyed, will upon request be returned at the bidder' expense.

10. BONDS

A certified check or bid bond may be required, payable to the City of Owosso. If so required in the bid documents, a performance bond and labor and material bond in the amounts equal to the bid award, and shall be on file with the city before work commences. The city will determine the amount and sufficiency of the sureties.

11. PROPOSAL GUARANTEE

All checks or bid bonds, except those of the three lowest bidders, will be returned when the bids have been opened and tabulated. The certified checks or bid bonds of the three lowest bidders will be held until the contract documents have been signed, after which remaining certified checks or bid bonds will be returned to the respective bidders.

12. BIDDERS

The city may demand that the contractor file a sworn experience and financial statement setting forth the financial resources, adequacy of plant and equipment, organization, experience and other pertinent and material facts as may be desirable.

13. DAMAGE LIABILITY AND INSURANCE

The contractor shall save harmless and indemnify the city and its employees against all claims for damages to public or private property and for injuries to persons arising during the progress and because of the work.

- a. Workers' compensation insurance - The contractor, before the execution of the contract, shall file a certification that the contractor carries workers' compensation insurance.
- b. Bodily injury and property damage - The contractor, before execution of the contract, shall file with the city copies of completed certificates, of insurance acceptable to the city naming the city as an insured party. The coverage shall afford protection against damage claims to public or private property, and injuries to persons, arising out of and during the progress of the work, and to its completion and, where specified in the proposal, similar insurance to protect the owners of premises on or near which construction operations take place.
- c. Bodily injury and property damages other than automobile - Unless otherwise specifically required by special provisions in the proposal, the minimum limits of property damage and bodily injury liability covering each contract shall be:

Bodily injury and property damage liability:

Each occurrence: \$1,000,000

Aggregate: \$2,000,000

Such insurance shall include, but not be limited to, coverage for: a) underground damage to facilities due to drilling and excavating with mechanical equipment and b) collapse or structural injury to structures due to blasting or explosion, excavation, tunneling, pile driving, cofferdam work, or building moving or demolition.

- d. Owners' protective liability - Bodily injury and property damage protection shall be extended to the city.
- e. Bodily injury liability and property damage liability automobiles - Unless otherwise specifically required by special provisions in the proposal, the minimum limits of bodily injury liability and property damage liability shall be:

Bodily injury liability:
Each person: \$ 500,000
Each occurrence: \$1,000,000

Property damage liability:
Each occurrence: \$1,000,000

Combined single limit for bodily injury and property damage liability:
Each occurrence: \$2,000,000

- f. Notice - The contractor shall not cancel or reduce the coverage of any insurance required by this section without providing 30-day prior written notice to the city. All such insurance must include an endorsement under which the insurer shall agree to notify the city immediately of any reduction by the contractor. The contractor shall cease operations on the occurrence of any such cancellation or reduction, and shall not resume operations until new insurance is in force.
- g. Reports - At the request of the city, the contractor or the contractor's insurance carrier shall report claims received, inspections made, and disposition of claims.

14. PROTECTION OF LAND MONUMENTS AND PROPERTY STAKES

Land monuments or stakes marking property corners shall not be moved or otherwise disturbed except as directed by the city. If any land monuments or lot stakes are moved or disturbed by the contractor, the cost of replacing each land monument or lot stake so moved or disturbed shall be deducted from any money due the contractor, as payment to the city for the cost of replacing said land monument or lot stakes.

15. CONTRACTOR'S RESPONSIBILITY FOR WORK

The contractor shall be responsible for any damages that the work may sustain before its acceptance, and shall rebuild, repair, restore and make good, at its own expense, all injuries and damages to any portion of the work by the action of the elements or from any cause whatsoever before its acceptance. Neither the final payment nor any provision in the contract documents shall relieve the contractor of the responsibility for negligence or faulty materials or workmanship within the extent and period provided by law, and, upon written notice, the contractor shall remove any defects due therefrom and pay for any damaged due to other work resulting therefrom, which shall appear within one year after the date of completion and acceptance.

16. PAYMENT

At monthly intervals commencing after construction has been started, the city will make partial payment to the contractor based on a duly-certified estimate prepared by the city of the work done by the contractor during the preceding four-week period. Each estimate will be submitted to the city council for approval on either the first or third Monday of each month. The city will retain ten percent (10%) of the amount of each such estimate until final completion and acceptance of all work covered by this contract.

Before the contractor shall demand payment, contractor will furnish to the city, supported by sworn statements, satisfactory evidence that all persons that have supplied labor, materials, or equipment for the work embraced under this contract have been fully paid for the same; and that, in case such evidence be not furnished as aforesaid, such sums as the city may deem necessary to meet the lawful claims of such persons may be retained by the city from any monies that may be due or become due to the contractor under this contract until such liabilities shall be fully discharged and the evidence thereof be furnished to the city.

17. CITY'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION THEREOF

Besides the payment to be retained by the city under the preceding provisions of these general conditions, the city may withhold a sufficient amount of any payment otherwise due to the contractor to cover a) payments earned or due for just claims for furnish labor or materials on the project under this contract, b) for defective work not remedied and c) for failure of the contractor to make proper payments to subcontractors. The city shall disburse and shall have the right to act as agent for the contractor in disbursing such funds as have been previously withheld pursuant to this paragraph to the party or parties who are entitled to payment from it. The city will pay to the contractor a proper accounting of all such funds disbursed for the contractor.

18. OWNER'S RIGHT TO DO WORK

If the contractor should neglect to prosecute the work properly or fail to perform any provisions of this contract, the city, after three (3) days' written notice to the contractor and contractor's surety, may without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost of it from the payment due the contractor.

19. DEFINITION OF NOTICE

Where in any of the contract documents there is any provision in respect to the giving of notice, such notice shall be deemed given to the owner, when written notice is delivered to the city manager, or placed in the United States mail addressed to the city clerk; as to the contractor, when a written notice shall be delivered to contractor's representative at the project site or by mailing such written notice in the United States mail addressed to the contractor at the place stated in the bid proposal as the business address; as to the surety on the performance bond, when a written notice is placed in the United States mail addressed to the surety at the surety's home office or to its agent or agents who executed such performance bond on behalf of the surety.

20. SUBCONTRACTS

The contractor's listed subcontractors shall be subject to approval by the city. The contractor shall be responsible for the acts or omissions of any subcontractor and of anyone employed directly or indirectly by such subcontractor.

21. ASSIGNMENT OF CONTRACT

The contractor shall not assign this contract or any part hereof without the written consent of the city. No assignment shall be valid unless it shall contain a provision that any funds to be paid to the assignee under this agreement are subject to a prior lien for services rendered or materials or supplies for the performance of the work specified in the contract in favor of all persons, firms, or corporations rendering such services or supplying such materials.

22. MAINTAINING TRAFFIC

The contractor shall provide flares, signs, barricades, traffic regulators, etc., to conform to the current *Michigan Manual of Uniform Traffic Control Devices and Michigan Building Code 2015* or as directed by the city. The contractor shall not close any road or street or sidewalk without the permission of the city. If any street or road or sidewalk is to be closed by the contractor, it shall be the responsibility of the contractor to notify the Owosso fire department when the street will be closed and again when the street is open to traffic. Traffic control devices for any detours deemed necessary by the city shall be provided by the contractor. Cost of maintaining shall be incidental to the cost of the project unless otherwise provided.

23. ORDER OF COMPLETION

The contractor shall submit, whenever requested by the city, a schedule of the work showing completion dates. The city may request that certain portions of the work be done before other portions. If so requested, the contractor shall arrange to schedule to meet the request by the owner.

24. USE OF COMPLETED PORTIONS

The city shall have the right to take possession and use any completed or partially completed portions of the work; but such taking possession and use shall not be deemed acceptance. Pending final completion and acceptance of the work, all necessary repairs and adjustments on any section of the work due to defective material, workmanship, natural causes, or other operations of the contractor, other than normal wear and tear, shall be done by and at the expense of the contractor.

25. WATER SUPPLY

The contractor shall secure an adequate water supply for use in construction and for drinking water for the employees. The city's water is available through tank fill at the DPW and by meter. The contractor shall make necessary inquiries and application and shall pay all costs involved. Connections, piping and fittings for conveying water shall be furnished and maintained by the contractor. Contact shall pay for water according to the city's established rates. Meters have a limited availability and are on a first come first serve basis.

26. CLEANUP

The contractor shall keep the project free from waste materials or rubbish caused by its employees or work. This includes as a minimum excess excavation or backfill material, broken or rejected materials, empty containers or general debris. The owner may require complete cleanup of certain areas as construction is completed.

27. SUPERVISION

The contractor shall have a superintendent on the job site to coordinate and expedite the various construction activities for the duration of this contract.

28. EQUAL EMPLOYMENT OPPORTUNITY AND OTHER CLAUSES

The contractor shall agree not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined by Michigan Compiled Statutes, or national origin. This provision shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training including apprenticeship. The contractor further agrees to take affirmative action to ensure equal employment opportunities for persons with disabilities. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of the non-discrimination clause.

29. PERMITS AND INSPECTIONS:

The owner has applied for the building permit from the city of Owosso. The contractor is NOT required to pick up pay for same and is NOT required to pay all applicable inspection fees.

SECTION 00 80 00

SUPPLEMENTARY GENERAL CONDITIONS

PART 1 - GENERAL

1.01 AGREEMENT FORMS:

- A. The contract form of agreement between the Owner and Contractor shall be:
 - 1. AIA Standard Form of Agreement Between Owner and Contractor, as amended ... (AIA Document A101 - 2017 Edition).

1.02 RELATED DOCUMENTS:

- A. Standard AIA Forms: The General Conditions of the Contract for the Construction of buildings "Standard Form of the American Institute of Architects" 2017 Edition, AIA Document A201, Articles 1 through 15 inclusive, are hereby made an integral part of this specification.
- B. Where any Article of the "AIA General Conditions" is supplemented hereby, the AIA Provisions of such Article shall remain in effect. All supplemental provisions shall be considered as added thereto.
- C. Where any such Article is amended, voided, or superseded the provisions of such Article not so specifically amended, voided, or superseded shall remain in effect.
- D. The AIA Document A201 may be reviewed at the office of the Design Professional and/or may be purchased/obtained from the American Institute of Architects, www.aia.org.
- E. The following Articles of the General Conditions are modified herein:
 - 1. Article 1 - General Provisions
 - 2. Article 3 - Contractor
 - 3. Article 7 - Changes in the Work
 - 4. Article 8 - Time
 - 5. Article 9 - Payments and Completion
 - 6. Article 10 - Protection of Persons and Property
 - 7. Article 11 - Insurance and Bonds
 - 8. Article 16 - Equal Opportunity (Added)

PART 2 - CHANGES AND ALTERATIONS:

2.01 ARTICLE 1 - GENERAL PROVISIONS:

- A. 1.1 BASIC DEFINITIONS; add the following subparagraphs:
- B. 1.1.9 OR EQUAL: The words "or equal" or "approved equivalent" shall mean any material, system or article which, as finally determined by the Design Professional is equal in quality, durability, appearance, strength, and design to the material, system, or article specified and will perform adequately the functions imposed by the general design.
 - 1. The Proposer shall have the burden of proving, at his own cost and expense, to the satisfaction of the Design Professional, that the proposed product is equal to the specified product.
 - 2. Requests for approval of proposed equivalents will be received by the Design Professional on the "Substitution Request Form".
 - 3. Requests for approval of proposed equivalents will be considered by the Design Professional after bidding only in the following cases:
 - a. The specified products cannot be obtained because of discontinued product.
 - b. The proposed equivalent is superior, or is equal to the specified product and has advantages for the Owner in the opinion of the Design Professional.

- c. The proposed equivalent is guaranteed, in writing, by the Contractor for minimum of one year after final acceptance of the building or for a longer period of time equal to that required in the Contract Documents for originally specified product.
4. Where the Design Professional, pursuant to the provisions of this section, approved a contractor proposed equivalent product and upon installation such product requires a different quantity and/or arrangement of duct work, piping, wiring, conduit, or any other part of the work from that originally specified, detailed or indicated in the Contract Documents, the Contractor shall provide all additional materials and services required at his own expenditure with no additional cost added to original contract sum.
- C. 1.1.10 DESIGN PROFESSIONAL: The words "Design Professional" shall refer to H2A Architects Inc., including their employees and consultants.
- D. 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS; add the following subparagraph:
 1. 1.2.4 The Drawings are intended to show design, general arrangement and extent of the work and are partly diagrammatic. They are not intended to be scaled or used for rough-in measurements, nor to be used as Shop Drawings. Inadvertent discrepancies or the omission of notes or details on any drawing but given on another drawing shall not be cause for additional charge or claim.

2.02 ARTICLE 3 - CONTRACTOR:

- A. 3.4 LABOR AND MATERIALS; add the following subparagraphs:
 1. 3.4.4 Prior to the execution of the contract, the contractor shall provide a list showing the name of the manufacturer proposed to be used for each of the products identified in the General Requirements of the Specifications (Division 1) in particular Schedule of Values and where applicable, the name of the installing subcontractor.
 2. 3.4.5 The Design Professional will promptly reply in writing to the Contractor stating whether the Owner or the Design Professional, after due investigation, has reasonable objection to any such proposal. If adequate data on any proposed manufacturer or installer is not available, the Design Professional may state that action will be deferred until the Contractor provides further data. Failure of the Owner or the Design Professional to reply promptly shall constitute notice of no reasonable objection. Failure to object to a manufacturer shall not constitute a waiver of any of the requirements of the Contract Documents, and all products furnished by the listed manufacturer must conform to such requirements.
 3. 3.4.6 After the Contract has been executed, the Owner and the Design Professional will consider a formal request for the substitution of products in place of those specified only under the conditions set forth in the General Requirements of the Specifications (Divisions 1). By making requests for substitutions based on Subparagraph 3.4.4.1 above, the Contractor:
 - a. .1 Represents that the Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified.
 - b. .2 Represents that the Contractor will provide the same warranty for the substitution that the contractor would for that specified.
 - c. .3 Certifies that the cost data presented is complete and includes all related costs under this Contract but excludes costs under separate Contracts, and excludes the Design Professional's redesign costs, and waives all claims for additional costs related to the substitution subsequently become apparent.
 - d. .4 Will coordinate the installation of the accepted substitute, making such changes as may be required for the work to be complete in all respects.
 4. 3.4.7 It is hereby understood and agreed that no products or materials containing asbestos including chrysotile, amosite, crocidolite, tremolite asbestos, anthophyllite asbestos, actinolite asbestos, or any combination of these materials that have been chemically

treated and/or altered, shall be installed or introduced into the building by the Contractor, his employees, agents, subcontractors, or other individuals or entities over whom the Contractor has control.

- a. .1 The Contractor will be required to sign and submit the "Contractor Certification of Asbestos-Free Product Installation Form," included at the end of General Requirements, Division 1, that all products and materials installed or introduced into the building will be asbestos-free.
 - b. .2 The Contractor will also be required to furnish statements from the manufacturer verifying their products to be asbestos-free.
5. 3.4.8 The Contractor shall comply with Section 4, Act 251, Public Acts of 1955, State of Michigan, and agree that he and his Subcontractors will not discriminate against an employee or applicant for employment to be employed in the performance of the Work, with respect to his hire, tenure, terms, conditions or privileges of employment, because of his race, sex, religion, age, national origin, color, marital status, handicap or political beliefs.
- B. 3.5 WARRANTY; add the following subparagraph:
1. 3.5.2 Each Contractor shall submit to the Design Professional, a written guarantee which shall be in accordance with Article 3, subparagraph 3.5.1 of the General Conditions, and all such additional guarantees, in writing, as are required by the specifications. All guarantees for material and workmanship shall be for a minimum one (1) year period, starting at the date of substantial completion, or for a longer period of time as specified in individual sections of specifications.

2.03 ARTICLE 7 - CHANGES IN THE WORK:

- A. 7.3 CONSTRUCTION CHANGE DIRECTIVES; make the following clarification to subparagraph 7.3.4:
1. In the first sentence of subparagraph 7.3.4, delete the words "a reasonable allowance" and substitute "an allowance for overhead and profit in accordance with the schedule set forth in subparagraph 7.3.4.6 below."
- B. 7.3 CONSTRUCTION CHANGE DIRECTIVES; add the following subparagraph:
1. 7.3.4.6 The allowance for overhead and profit combined, included in the total cost to the Owner, shall be based on the following schedule:
 - a. For the Contractor for any work performed by the Contractor's own forces, use 15% (percent) of the cost.
 - b. For the Contractor, for any work performed by the Contractor's Subcontractors, use 10% (percent) of the amount due the Subcontractor.
 - c. In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials, and Subcontracts. Labor and materials shall be itemized in the format described in 'H2A Bulletin Pricing Format'. Where major cost items are Subcontracts, they shall be itemized also. In no case will a change be approved without such itemization.

2.04 ARTICLE 8 - TIME:

- A. 8.1 DEFINITIONS; add the following subparagraphs:
1. 8.1.5 As between the Owner and the Contractor: as to all acts or failures to act occurring prior to the relevant Date of Substantial Completion, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than such date of substantial completion; as to all acts or failures to act occurring subsequent to the relevant Date of Substantial Completion, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of issuance of the final Certificate for Payment.

2. 8.1.6 It shall be understood and agreed that the time stated in the Proposal Form for the completion of the work under the Contract is reasonable, taking into consideration the average climatic conditions of the project site, conditions of the construction industry, and the labor availability in the locality.

2.05 ARTICLE 9 - PAYMENTS AND COMPLETION:

A. 9.3 APPLICATIONS FOR PAYMENT; add the following subparagraphs:

1. 9.3.4 The Contractor will be paid monthly progress payments up to ninety percent (90%) of the value of the Work completed less retainage of ten percent (10%) upon issuance of monthly certificates of payment by the Design Professional.
2. 9.3.5 Applications submitted to the Design Professional and shall be reviewed within 21 days. Submit one original and two copies of application, AIA forms G702.
3. 9.3.6 Applications for payment will be promptly forwarded to the Owner after review by the Design Professional and shall be paid by the Owner 30 days after the Owner receives the application from the Design Professional.
4. 9.3.7 Application may be made for amount of material and equipment delivered and stored at site or in approved off site storage, less ten percent (10%) retainage. Submit proof of insurance coverage for items stored off site.
5. 9.3.8 Amounts of changes in work, not in dispute, pending final determination of cost may be applied for, less ten percent (10%) retainage, as provided for in subparagraph 9.3.1.1 of the General Conditions.
6. 9.3.9 Final payment to the Contractor will be made thirty (30) days after the Work is finally complete, all items on the Design Professional's "Punch List" have been resolved satisfactorily and the Work is accepted by the Design Professional and the Owner.
7. 9.3.10 The Contractor shall also furnish with his application his Sworn Statement that all bills up to the amount requested have been paid. Every application shall be complete with Waivers of Lien (If required) from suppliers and subcontractors.

B. 9.8 SUBSTANTIAL COMPLETION; In subparagraph 9.8.5, delete the second (2nd) sentence beginning with, "Upon such acceptance and consent of surety", in its entirety and add the following subparagraph:

1. 9.8.6 Upon issuance of the Certificate of Substantial Completion, the ten percent (10%) retainage shall not be reduced nor released until all items contained in the Design Professional's "Punch List" have been satisfactorily resolved.

2.06 ARTICLE 10 - PROTECTION OF PERSONS AND PROPERTY:

A. 10.2 SAFETY OF PERSONS AND PROPERTY; add the following to subparagraph 10.2.2:

1. 10.2.2.1 The Contractor shall comply with the General Safety Rules and Regulations for the Construction Industry as covered in the Construction Safety Act 89 of Public Acts of 1963, State of Michigan and all other applicable current State and Federal Safety Regulations now in force, or enforce at the time of performance of the work.

2.07 ARTICLE 11 - INSURANCE AND BOND (ALSO REFER TO PROOF OF INSURANCE LOCATED AFTER THE SIGNATURE AND LEGAL STATUS):

A. 11.1.1 CONTRACTOR'S LIABILITY INSURANCE; add the following to the end of paragraph: In the event that liability insurance coverage is written on an occurrence basis, such coverage shall be continued at the Contractor's expense, with the additional insured endorsement also continuing, for a period of three (3) years after the date of final payment.

B. 11.1 CONTRACTOR'S LIABILITY INSURANCE; add the following subparagraph:

1. 11.1.5 The Contractor shall maintain the following limits of insurances which will protect the Contractor from liability under Workers' Compensation Acts and other Employee Benefits acts in accordance with the law in force where the building or structure is to be built and from liability for damages because of personal injury including death and property damage, including accident claims due to motor vehicles, off road vehicles, all under

Commercial General and Automobile Bodily injury and Property Damage form of policies, which may arise both out of and during work under this Contract, whether such work be by the Contractors themselves or by a Subcontractor or anyone directly employed by either of them as covered in Article 11 of General Conditions.

2. Workers' Compensation as required by the State of Michigan and Employer's Liability with minimum limits of:
 - a. \$1,000,000 each accident
 - b. \$1,000,000 Disease policy limit
 - c. \$1,000,000 Disease each employee
 3. Commercial General Liability with minimum limits of:
 - a. \$2,000,000 General Aggregate.
 - b. \$2,000,000 Products / Completed Operations.
 - c. \$1,000,000 Personal and Advertising Liability.
 - d. \$1,000,000 each occurrence.
 - e. This insurance shall include coverage for damage to utilities and explosion hazards, collapse, and excavating hazards and undermining hazards (XCU).
 4. The State of Michigan has a no-fault automobile insurance requirement. The Contractor shall be certain coverage is provided which conforms to any specific stipulation in the Law.
 5. Automobile Personal Injury and Property Damage Liability with a combined single limit of:
 - a. \$1,000,000 each occurrence.
 - b. To include coverage of all off road vehicles.
 6. Excess Liability with minimum limits of \$2,000,000, providing excess over all of the above liability coverages.
 7. The Owner and Design Professional shall be named as an additional insured on all of the above policies, except Workers' Compensation.
 8. All certificates must have the cancellation clause amended to read as follows:
 - a. "Should any of the above policies be canceled before the expiration date there of, the issuing company will mail 30 days written notice to the certificate holders."
 9. All insurance shall be carried with companies authorized to do business in the State of Michigan.
- C. 11.2 OWNER'S INSURANCE; add the following sentence to the end of 11.2.1:
1. The Owner shall provide Builder's Risk Insurance for the Work. Certificates of Insurance shall be provided to the Owner, Design Professionals, and the Contractor.

2.08 11.4 PERFORMANCE BOND AND PAYMENT BOND; add the following subparagraph:

- A. 11.1.2.1 The Contractor will be required to furnish at his expense, prior to the execution of the Contract, bonds in the amount of 100% of the Total Contract Price for the faithful performance of the Contract and for the payment of all labor and material obligations. Bonds containing a Statute of Limitations or time limitation will NOT be acceptable. All bonds shall be underwritten by companies authorized to do business in the State of Michigan.

2.09 ARTICLE 16 - EQUAL OPPORTUNITY:

- A. The Contractor shall maintain policies of employment as noted in the following subparagraphs and in the Elliott-Larsen Civil Rights Act No. 453; Public Acts of 1976 as amended:
 1. 16.1 The Contractor and all Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin or age. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, national origin, age, marital status, handicap or political beliefs.
 2. 16.2 Such action shall include, but not be limited, to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.

3. 16.3 The Contractor and all Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, age, marital status, handicap or political beliefs.

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SECTION 00 80 00

SUPPLEMENTARY GENERAL CONDITIONS

PART 1 - GENERAL

1.01 AGREEMENT FORMS:

- A. The contract form of agreement between the Owner and Contractor shall be:
 - 1. AIA Standard Form of Agreement Between Owner and Contractor, as amended ... (AIA Document A101 - 2017 Edition).

1.02 RELATED DOCUMENTS:

- A. Standard AIA Forms: The General Conditions of the Contract for the Construction of buildings "Standard Form of the American Institute of Architects" 2017 Edition, AIA Document A201, Articles 1 through 15 inclusive, are hereby made an integral part of this specification.
- B. Where any Article of the "AIA General Conditions" is supplemented hereby, the AIA Provisions of such Article shall remain in effect. All supplemental provisions shall be considered as added thereto.
- C. Where any such Article is amended, voided, or superseded the provisions of such Article not so specifically amended, voided, or superseded shall remain in effect.
- D. The AIA Document A201 may be reviewed at the office of the Design Professional and/or may be purchased/obtained from the American Institute of Architects, www.aia.org.
- E. The following Articles of the General Conditions are modified herein:
 - 1. Article 1 - General Provisions
 - 2. Article 3 - Contractor
 - 3. Article 7 - Changes in the Work
 - 4. Article 8 - Time
 - 5. Article 9 - Payments and Completion
 - 6. Article 10 - Protection of Persons and Property
 - 7. Article 11 - Insurance and Bonds
 - 8. Article 16 - Equal Opportunity (Added)

PART 2 - CHANGES AND ALTERATIONS:

2.01 ARTICLE 1 - GENERAL PROVISIONS:

- A. 1.1 BASIC DEFINITIONS; add the following subparagraphs:
- B. 1.1.9 OR EQUAL: The words "or equal" or "approved equivalent" shall mean any material, system or article which, as finally determined by the Design Professional is equal in quality, durability, appearance, strength, and design to the material, system, or article specified and will perform adequately the functions imposed by the general design.
 - 1. The Proposer shall have the burden of proving, at his own cost and expense, to the satisfaction of the Design Professional, that the proposed product is equal to the specified product.
 - 2. Requests for approval of proposed equivalents will be received by the Design Professional on the "Substitution Request Form".
 - 3. Requests for approval of proposed equivalents will be considered by the Design Professional after bidding only in the following cases:
 - a. The specified products cannot be obtained because of discontinued product.
 - b. The proposed equivalent is superior, or is equal to the specified product and has advantages for the Owner in the opinion of the Design Professional.

- c. The proposed equivalent is guaranteed, in writing, by the Contractor for minimum of one year after final acceptance of the building or for a longer period of time equal to that required in the Contract Documents for originally specified product.
 4. Where the Design Professional, pursuant to the provisions of this section, approved a contractor proposed equivalent product and upon installation such product requires a different quantity and/or arrangement of duct work, piping, wiring, conduit, or any other part of the work from that originally specified, detailed or indicated in the Contract Documents, the Contractor shall provide all additional materials and services required at his own expenditure with no additional cost added to original contract sum.
- C. 1.1.10 DESIGN PROFESSIONAL: The words "Design Professional" shall refer to H2A Architects Inc., including their employees and consultants.
- D. 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS; add the following subparagraph:
 1. 1.2.4 The Drawings are intended to show design, general arrangement and extent of the work and are partly diagrammatic. They are not intended to be scaled or used for rough-in measurements, nor to be used as Shop Drawings. Inadvertent discrepancies or the omission of notes or details on any drawing but given on another drawing shall not be cause for additional charge or claim.

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- A. 3.4 LABOR AND MATERIALS; add the following subparagraphs:
 1. 3.4.4 Prior to the execution of the contract, the contractor shall provide a list showing the name of the manufacturer proposed to be used for each of the products identified in the General Requirements of the Specifications (Division 1) in particular Schedule of Values and where applicable, the name of the installing subcontractor.
 2. 3.4.5 The Design Professional will promptly reply in writing to the Contractor stating whether the Owner or the Design Professional, after due investigation, has reasonable objection to any such proposal. If adequate data on any proposed manufacturer or installer is not available, the Design Professional may state that action will be deferred until the Contractor provides further data. Failure of the Owner or the Design Professional to reply promptly shall constitute notice of no reasonable objection. Failure to object to a manufacturer shall not constitute a waiver of any of the requirements of the Contract Documents, and all products furnished by the listed manufacturer must conform to such requirements.
 3. 3.4.6 After the Contract has been executed, the Owner and the Design Professional will consider a formal request for the substitution of products in place of those specified only under the conditions set forth in the General Requirements of the Specifications (Divisions 1). By making requests for substitutions based on Subparagraph 3.4.4.1 above, the Contractor:
 - a. .1 Represents that the Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified.
 - b. .2 Represents that the Contractor will provide the same warranty for the substitution that the contractor would for that specified.
 - c. .3 Certifies that the cost data presented is complete and includes all related costs under this Contract but excludes costs under separate Contracts, and excludes the Design Professional's redesign costs, and waives all claims for additional costs related to the substitution subsequently become apparent.
 - d. .4 Will coordinate the installation of the accepted substitute, making such changes as may be required for the work to be complete in all respects.
 4. 3.4.7 It is hereby understood and agreed that no products or materials containing asbestos including chrysotile, amosite, crocidolite, tremolite asbestos, anthophyllite asbestos, actinolite asbestos, or any combination of these materials that have been chemically

treated and/or altered, shall be installed or introduced into the building by the Contractor, his employees, agents, subcontractors, or other individuals or entities over whom the Contractor has control.

- a. .1 The Contractor will be required to sign and submit the "Contractor Certification of Asbestos-Free Product Installation Form," included at the end of General Requirements, Division 1, that all products and materials installed or introduced into the building will be asbestos-free.
 - b. .2 The Contractor will also be required to furnish statements from the manufacturer verifying their products to be asbestos-free.
5. 3.4.8 The Contractor shall comply with Section 4, Act 251, Public Acts of 1955, State of Michigan, and agree that he and his Subcontractors will not discriminate against an employee or applicant for employment to be employed in the performance of the Work, with respect to his hire, tenure, terms, conditions or privileges of employment, because of his race, sex, religion, age, national origin, color, marital status, handicap or political beliefs.
- B. 3.5 WARRANTY; add the following subparagraph:
1. 3.5.2 Each Contractor shall submit to the Design Professional, a written guarantee which shall be in accordance with Article 3, subparagraph 3.5.1 of the General Conditions, and all such additional guarantees, in writing, as are required by the specifications. All guarantees for material and workmanship shall be for a minimum one (1) year period, starting at the date of substantial completion, or for a longer period of time as specified in individual sections of specifications.

2.03 ARTICLE 7 - CHANGES IN THE WORK:

- A. 7.3 CONSTRUCTION CHANGE DIRECTIVES; make the following clarification to subparagraph 7.3.4:
1. In the first sentence of subparagraph 7.3.4, delete the words "a reasonable allowance" and substitute "an allowance for overhead and profit in accordance with the schedule set forth in subparagraph 7.3.4.6 below."
- B. 7.3 CONSTRUCTION CHANGE DIRECTIVES; add the following subparagraph:
1. 7.3.4.6 The allowance for overhead and profit combined, included in the total cost to the Owner, shall be based on the following schedule:
 - a. For the Contractor for any work performed by the Contractor's own forces, use 15% (percent) of the cost.
 - b. For the Contractor, for any work performed by the Contractor's Subcontractors, use 10% (percent) of the amount due the Subcontractor.
 - c. In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials, and Subcontracts. Labor and materials shall be itemized in the format described in 'H2A Bulletin Pricing Format'. Where major cost items are Subcontracts, they shall be itemized also. In no case will a change be approved without such itemization.

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- A. 8.1 DEFINITIONS; add the following subparagraphs:
1. 8.1.5 As between the Owner and the Contractor: as to all acts or failures to act occurring prior to the relevant Date of Substantial Completion, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than such date of substantial completion; as to all acts or failures to act occurring subsequent to the relevant Date of Substantial Completion, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of issuance of the final Certificate for Payment.

2. 8.1.6 It shall be understood and agreed that the time stated in the Proposal Form for the completion of the work under the Contract is reasonable, taking into consideration the average climatic conditions of the project site, conditions of the construction industry, and the labor availability in the locality.

2.05 ARTICLE 9 - PAYMENTS AND COMPLETION:

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4. 9.3.7 Application may be made for amount of material and equipment delivered and stored at site or in approved off site storage, less ten percent (10%) retainage. Submit proof of insurance coverage for items stored off site.
5. 9.3.8 Amounts of changes in work, not in dispute, pending final determination of cost may be applied for, less ten percent (10%) retainage, as provided for in subparagraph 9.3.1.1 of the General Conditions.
6. 9.3.9 Final payment to the Contractor will be made thirty (30) days after the Work is finally complete, all items on the Design Professional's "Punch List" have been resolved satisfactorily and the Work is accepted by the Design Professional and the Owner.
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B. 9.8 SUBSTANTIAL COMPLETION; In subparagraph 9.8.5, delete the second (2nd) sentence beginning with, "Upon such acceptance and consent of surety", in its entirety and add the following subparagraph:

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2.07 ARTICLE 11 - INSURANCE AND BOND (ALSO REFER TO PROOF OF INSURANCE LOCATED AFTER THE SIGNATURE AND LEGAL STATUS):

A. 11.1.1 CONTRACTOR'S LIABILITY INSURANCE; add the following to the end of paragraph: In the event that liability insurance coverage is written on an occurrence basis, such coverage shall be continued at the Contractor's expense, with the additional insured endorsement also continuing, for a period of three (3) years after the date of final payment.

B. 11.1 CONTRACTOR'S LIABILITY INSURANCE; add the following subparagraph:

1. 11.1.5 The Contractor shall maintain the following limits of insurances which will protect the Contractor from liability under Workers' Compensation Acts and other Employee Benefits acts in accordance with the law in force where the building or structure is to be built and from liability for damages because of personal injury including death and property damage, including accident claims due to motor vehicles, off road vehicles, all under

Commercial General and Automobile Bodily injury and Property Damage form of policies, which may arise both out of and during work under this Contract, whether such work be by the Contractors themselves or by a Subcontractor or anyone directly employed by either of them as covered in Article 11 of General Conditions.

2. Workers' Compensation as required by the State of Michigan and Employer's Liability with minimum limits of:
 - a. \$1,000,000 each accident
 - b. \$1,000,000 Disease policy limit
 - c. \$1,000,000 Disease each employee
 3. Commercial General Liability with minimum limits of:
 - a. \$2,000,000 General Aggregate.
 - b. \$2,000,000 Products / Completed Operations.
 - c. \$1,000,000 Personal and Advertising Liability.
 - d. \$1,000,000 each occurrence.
 - e. This insurance shall include coverage for damage to utilities and explosion hazards, collapse, and excavating hazards and undermining hazards (XCU).
 4. The State of Michigan has a no-fault automobile insurance requirement. The Contractor shall be certain coverage is provided which conforms to any specific stipulation in the Law.
 5. Automobile Personal Injury and Property Damage Liability with a combined single limit of:
 - a. \$1,000,000 each occurrence.
 - b. To include coverage of all off road vehicles.
 6. Excess Liability with minimum limits of \$2,000,000, providing excess over all of the above liability coverages.
 7. The Owner and Design Professional shall be named as an additional insured on all of the above policies, except Workers' Compensation.
 8. All certificates must have the cancellation clause amended to read as follows:
 - a. "Should any of the above policies be canceled before the expiration date there of, the issuing company will mail 30 days written notice to the certificate holders."
 9. All insurance shall be carried with companies authorized to do business in the State of Michigan.
- C. 11.2 OWNER'S INSURANCE; add the following sentence to the end of 11.2.1:
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- A. The Contractor shall maintain policies of employment as noted in the following subparagraphs and in the Elliott-Larsen Civil Rights Act No. 453; Public Acts of 1976 as amended:
 1. 16.1 The Contractor and all Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin or age. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, national origin, age, marital status, handicap or political beliefs.
 2. 16.2 Such action shall include, but not be limited, to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.

3. 16.3 The Contractor and all Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, age, marital status, handicap or political beliefs.

END OF SECTION

SECTION 01 10 01

SUBSTITUTION FORM

- A. Project: Name: City of Owosso
Curwood Castle Restoration and Repairs
226 Curwood Castle Dr, Owosso, MI 48867
- B. Contractor/Vendor: Name: _____
Address: _____
Phone _____ fax: _____
Contact Person: _____
Email: _____
- C. Product: Specification Section: _____ Specified Product: _____

Attach complete information on Product. Do Not Provide website reference only or this substitution will not be considered? The website reference may be provided as additional reference.

Does the substitution affect the drawings or other specifications in any way? If so, explain:

Will the substitution affect the construction schedule in any way? If so, explain:

Reason for the substitution:

List any and all variations between the proposed substitution and the specified product:

The Contractor/Vendor shall be responsible for all costs added to the project as a result of the substitution, including any re-design costs, engineering and detailing costs caused by the requested substitution.

CERTIFICATION:

Certification of Equivalency including but not limited to function, appearance, quality, and size. I the undersigned, hereby certify to the Equivalency of this product:

Name: _____ Title: _____

Signature: _____ Date: _____

ACCEPTANCE:

For use by Design Professional.

_____ Accepted

_____ Not Accepted

_____ Accepted as Noted

_____ Received Too Late

Remarks: _____

By: _____ Date: _____

END OF SECTION

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SECTION 01 10 02

CONTRACTOR CERTIFICATION OF ASBESTOS-FREE PRODUCT INSTALLATION FORM

PROJECT: City of Owosso Curwood Castle Restoration and Repairs
BUILDING NAME: Curwood Castle
STREET ADDRESS: 226 Curwood Castle Dr
CITY, STATE, ZIP: Owosso, MI 48867

GENERAL CONTRACTOR: _____

STREET ADDRESS: _____

CITY, STATE, ZIP: _____

WORK SCOPE: _____

RELATED SPECIFICATION SECTION (S): _____

SUMMARY OF PRODUCTS/MATERIALS INSTALLED: _____

_____, REPRESENTING _____
(PRINT OR TYPE NAME) (COMPANY NAME)

HEREBY ATTEST THAT ANY AND ALL PRODUCTS/MATERIALS THAT THIS COMPANY HAS INTRODUCED INTO THE ABOVE-MENTIONED PROJECT AND BUILDING(S), ARE IN COMPLIANCE WITH THE CONTRACT DOCUMENTS AND ARE ASBESTOS-FREE (OR LESS THAN ONE PERCENT ASBESTOS).

SIGNATURE

COMPANY

TITLE

ADDRESS

DATE

CITY, STATE, ZIP

END OF SECTION

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SECTION 01 10 03

CONTRACTOR NOTIFICATION FORM

PROJECT: City of Owosso Curwood Castle Restoration and Repairs
BUILDING NAME: Curwood Castle
STREET ADDRESS: 226 Curwood Castle Dr
CITY, STATE, ZIP: Owosso, MI 48867

GENERAL CONTRACTOR: _____

AS REQUIRED BY THE EPA AHERA STANDARD, THE OWNER IS RESPONSIBLE FOR PROVIDING CONTRACTORS WITH INFORMATION REGARDING LOCATIONS OF KNOWN OR ASSUMED ASBESTOS CONTAINING MATERIALS PRIOR TO ENTERING THE BUILDING.

Contractor shall complete and return this form to the Owners Asbestos Administrator.

I, _____, representing and having authority for
(Contractor's Representative/Name)

_____, hereby indicate and agree that _____,
(Company Name) (Building Owner or Owner's Representative, Name & Title)

has provided me information regarding the location of the inspection management plan for the building.

These plans will provide me with specific information, location, and materials that are encountered during the course of activity involving the building (s) in question. I expressly agree that neither I nor any of my employees, agents, subcontractors, or individuals or entities over whom I have any responsibility or control, will disturb asbestos containing materials as listed in the management plan for the building (s) in question. I further understand and agree that should I, my employees, agents, subcontractors, or other individuals or entities over whom I have control, encounter any material suspected of containing asbestos, said materials shall not be disturbed with first notifying the office of the school district's asbestos administrator, and receiving approval that such materials may be disturbed.

SIGNATURE

COMPANY

TITLE

ADDRESS

DATE

CITY, STATE, ZIP

END OF SECTION

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SECTION 01 10 04

H2A ARCHITECTS ELECTRONIC FILE TRANSFER POLICY

H2A ARCHITECTS WILL PROVIDE ELECTRONIC FILES FOR THE PURPOSE OF PREPARING SHOP DRAWINGS, SUBJECT TO THE FOLLOWING:

TERMS AND CONDITIONS

- A. H2A's electronic files are compatible with AutoCAD Release 2022.
 - 1. H2A makes no representation as to the compatibility of these files with your hardware or software beyond their release specifications.
 - 2. Layer names are based on the AIA CAD Layer Guidelines.
- B. Data contained on these electronic files is part of H2A's instruments of service and shall not be used by you or anyone else receiving this data through or from you for any purpose other than as a convenience in the preparation of shop drawings for the referenced project. Any other use or reuse will be at the sole risk and without liability or legal exposure to H2A. You agree to make no claim and hereby waive, to the fullest extent permitted by law, any claim or cause of action of any nature against H2A, which may arise out of or in connection with your use of the electronic files.
- C. Furthermore you shall, by the fullest extent permitted by the law, indemnify and hold harmless H2A from all claims, damages, losses and expenses, including any attorneys' fees arising out of or resulting from your use of these electronic files.
- D. These electronic files are not contract documents and H2A makes no representation regarding the accuracy or completeness of the electronic documents you receive. By your use of these electronic files, you are not relieved of your duty to fully comply with the contract documents, including and without limitation, the need to check, confirm, and coordinate all dimensions and details, take field measurements, verify field conditions, and coordinate your work with that of other contractors for the project.
 - 1. Titles, dates, dimensions, notes, and other data may be deleted from these files.
 - 2. Significant differences may exist between the electronic files and corresponding hard copy contract documents due to addenda, change orders, or other revisions.
 - 3. In the event a conflict arises between the signed documents prepared by H2A and the electronic files, the signed contract documents shall govern.
- E. Because of the potential that the information presented on the electronic files can be modified,unintentionally or otherwise, H2A reserves the right to remove all indication of its ownership and/or involvement for each electronic display.
- F. A single electronic copy will be provided to the Contractor, a service fee of \$200.00 will be billed for additional distributions.
- G. Under no circumstances shall the delivery of the electronic files for your use by you be deemed a sale by H2A, and H2A makes no warranties, either expressed or implied, of the merchantability and fitness for any particular purpose. In no event shall H2A be liable for any loss of profit or any consequential damages.
- H. H2A will provide the electronic files as indicated by name, file size, and date on the attached transmittal. By your acceptance of these electronic files, you agree to the terms and conditions as stated above.

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SECTION 01 10 05

H2A BULLETIN PRICING FORMAT

PRICING BREAKDOWNS SHALL ONLY BE SUBMITTED FOLLOWING A PUBLISHED BULLETIN

Upon receipt of the Bulletin, the General Contractor has the responsibility to:

- A. Submit cost quotation, in detail, as promptly as possible. It must be dated and signed. Lump sum proposals will not be accepted and will be returned to the General Contractor for resubmittal.
- B. Prepare the cost breakdown for each item in the Bulletin, individually & separately, in detail, using the following format and including the material, labor, labor fringes, equipment costs and overhead/profit as allowed by the Contract Documents.

Each Bulletin Item shall be quoted using the following general format:

Bulletin #-- Item #--

- C. Material Cost:
 - 1. List all material items by unit cost x total units = cost
 - 2. Add applicable sales tax
 - 3. Add applicable shipping costs
 - 4. State the Subtotal of the Material Costs
- D. Labor Cost:
 - 1. List each trade and the hourly rate x quantity of hours = cost/hour (Including the burden for fringe benefits, pension, FICA, etc.)
 - 2. State the Subtotal of the Labor Costs
- E. Equipment Cost:
 - 1. Rental charge or equivalent daily cost, including operating costs excluding labor x total days = cost
 - 2. State the Subtotal of the Equipment Costs
- F. State the Subtotal for all Material, Labor and Equipment Costs as shown above.
- G. Overhead & Profit Cost:
 - 1. Percentage allowed by the General Requirements of the Contract for work performed by the General Contractor's forces or by Subcontractor's forces.
 - 2. State the Subtotal of the O & P Costs

Each Bulletin Item shall be summarized individually & separately:

Clearly identify the Bulletin number and Item number TOTAL costs (or credits) calculated from the breakdown shown above.

Each pricing submittal shall include a signature block in a format similar to this:

Signed _____ **Date** _____

Printed/Typed Name _____

Company _____

ATTACH ALL PRICING DOCUMENTATION. SUBMITTALS LACKING COMPLETE AND THOROUGH BACKUP DATA WILL BE RETURNED TO THE CONTRACTOR WITHOUT REVIEW.

END OF SECTION

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SUBMITTAL SUMMARY
01 33 01

CITY OF OWOSSO - CURWOOD CASTLE RESTORATION AND REPAIRS: 25-240		PRODUCT DATA	SHOP DRAWING	SAMPLE	CERTIFICATE OF COMPLIANCE IS ACCEPTABLE
DIVISION AND NAME					
7	SLATE ROOFING AND UNDERLAYMENT	Y		Y	X*
7	EIFS REPAIRS	Y			X*
7	FLASHING	Y		Y	X
8	GUTTERS AND DOWNSPOUTS	Y	Y	Y	X*
8	WOOD WINDOWS RESTORE/RECONSTRUCT	Y	Y	Y	X*
9	PLASTER	Y			X
9	STUCCO	Y			X*
9	PAINTING AND COATING	Y		Y	X*
26	ELECTRICAL	Y			X*

X' A Certificate of Compliance can be submitted and no formal action will be taken. Submittal documents will be for project records only.

'X'* Color samples must still be submitted for action on color selections.

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SECTION 01 33 02

SUBMITTAL - CERTIFICATE OF COMPLIANCE

A. Project: Name: City of Owosso Curwood Castle Restoration and Repairs
Address: 226 Curwood Castle Dr, Owosso, MI 48867

B. Contractor/Vendor: Name: _____
Address: _____
Phone: _____
Contact Person: _____
Email: _____

C. Specification Section: _____

CERTIFICATION:

D. I certify that I have reviewed the products specified in this Section and will provide the products as specified without substitution, and have no concerns regarding their application to this project, including but not limited to function, appearance, quality, size, code compliance, and coordination with other trades.

Name: _____

Title: _____

Signature: _____ Date: _____

END OF SECTION

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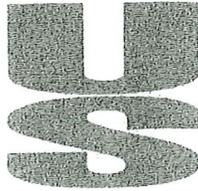
SECTION 01 33 03

SUPPLEMENTAL PROJECT INFORMATION

The following pages contain the supplementary project information, including:

- Custom Mortar Matching Report
- Environmental Survey Assessment (ESA)

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HERITAGE GROUP
Chicago

Preserving America's Historic Masonry

PIPE
TO:

Custom Mortar Matching Report

Project # USHG#437

TO: JOHN ALTHEX

Analysis Date: 6/24 thru 6/29/04

Site: 226 Curwood Castle Drive, Owosso, Michigan 48886

Client: Jed Dingens, AIA – Dingens Architects – Owosso Historical Commission
905 W. Oliver Street, Owosso, Michigan 48867

Phone: 989-239-3753 **Fax:** 989-752-6700

Client Requirements: Match Mortar / Package B

Mortar Dating: 1920+/-

Location/Function in Building: Stucco & stone bedding mortar

Condition of Sample Received: Sample received consisted of three pieces of stucco covered with latex paint, between the samples one piece of material identified as mortar which was buff in color. The aggregate appears to be the same in both materials. Total sample weight was 510 grams. The largest piece of mortar was measured at 7" x 3-1/2" x 1-1/2".

INTRODUCTION

The findings and recommendations presented in this report are premised on the results of tests performed on a mortar sample delivered to our laboratory on June 22, 2004.

The scope of testing was limited to the determination of the physical mix proportions of the major ingredients used in the mortar sample. The testing included visual examination, both with and without magnification, as well as analysis of the aggregate color, particle shape and grain size distribution.

The sample's physical characteristics, original date of construction, and guidelines from the U.S. Department of the Interior National Park Service were used to determine the proposed mortar component recommendations as well as the aggregate ratios for the replacement mix.

U.S. Heritage Group interpreted and adjusted the proposed mortar formulation recommendation based on the information provided to us regarding: current site conditions; present condition and type of masonry; the function of the new mortar; and the degree of weather exposure. *Assuming the sample provided is representative of the original mortar*, the analysis and mortar-matching diagnosis detailed below here will give a reliable indication of the original ingredients and allow U.S. Heritage Group to recommend a historically correct mortar formulation for your project.

PRELIMINARY TESTING

Following preliminary cleaning to remove any accumulated coatings, U.S. Heritage Group technicians visually examined the sample. Latex paints were identified in the mortar sample. We then compared the sample against other mortars of a similar age and appearance by measuring their relative compression resistance. Direct pressure testing revealed that the compression resistance of the sample is high strength. This suggests the formulation contains Portland cement.

AGGREGATE ANALYSIS

Next, our laboratory technicians crushed the sample and chemically removed the binder from the aggregate using a dilute acid solution. The remains of the stone fragments dissolved with the mortar sample. After drying the aggregate, we viewed it under 40X magnification to determine the characteristics of the particles.

A sieve separation process established the distribution of aggregate particles by a percent of total weight. We prepared a gradation chart to graphically display the color, shape and size of the aggregate particles. This chart can be used to assist in the selection of a local aggregate suitable to match the original material. Adjustments to the gradation curve should be considered when a mortar joint width exceeds ½ inch. Larger particle sizes of No. 16 & No. 8 should be included into the mix design when joint width exceeds ½ inch. This will allow for better performance by reducing the risk of shrinkage cracks during the curing period.

The aggregate sieve sizes requisite in ASTM C144 meet ASTM E11 specification requirements. The sand weight retained on each U.S.A. Standard Testing Sieve was as follows:

Testing Sieve Size	% of sand retained
4.75mm, No. 4	0.0%
2.36mm, No. 8	2.1%
1.18mm, No. 16	2.5%
600micro, No. 30	8.4%
300micro, No. 50	52.2%
150micro, No. 100	30.6%
75micro, No. 200	4.2%
Total sand weight	100%

The sand grain distribution chart illustrating the sand isolated from your sample is attached.

The aggregate was not well distributed throughout the mess sizes. The material is classified as medium to coarse-sized aggregate. The aggregate appears to be round in shape. This suggests that the aggregate could have been obtained locally, likely from a river or lake. Under magnification, the majority of the aggregate is transparent with tan with white particles scattered throughout the material. The binder is light buff in color.

The aggregate was found to be 56.57% of the total weight of the sample; the binder makes up the remaining 43.43% of the mix. The results of this calculation can be affected by the presence of calcium carbonate in the aggregate which would have been dissolved out during the chemical wet process. This factor was considered in the evaluation of the proposed replacement formulation.

SUMMARY OF TEST RESULTS

Direct pressure testing indicated a high compressive strength for the sample mortar. This, coupled with the sample's appearance, suggests that it was originally mixed using Portland cement, non-hydraulic hydrated lime or a well-mixed finely screened lime putty and sand. Lime inclusions were not detected in the sample.

A lime hydrate may have been used in the formulation, since this property dates to the 1920s (Hydrated lime, in powdered form, was used in construction by this time.) Lime putty may have also been used during this time period. Based on the various tests detailed above, the sample appears to be composed of Portland cement, a carbonated non-hydraulic hydrated lime, or a well-mixed lime putty and a fine river or lake sand.

PROPOSED REPLACEMENT MIX

In light of these findings and the intended use of the replacement material, U.S. Heritage Group recommends specifying a replication mortar formulation consisting of 1 part Portland cement, 2 parts non-hydraulic hydrated lime and 8 parts sand.

This mix design is specified under the classification "Type O" in ASTM C270. The Portland cement should be gray in color and meet ASTM C150; the non-hydraulic hydrated lime should meet Type S in ASTM C7; and the sand should match the original sand as closely as possible in terms of color, size, shape and gradation. The Type O formulation is suggested for its flexibility, adequate compressive strength and compatibility to the substrate.

JOBSITE MOCK-UP SAMPLE

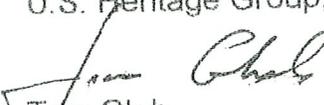
The replacement mortar sample should be field-tested through a jobsite mock-up. The mock-up sample should be installed by a qualified craftsperson who understands the curing and application details of traditional lime mortars. Once the mock-up sample is installed, appropriate precautions should be taken to ensure that the mortar is protected from wind, sun, rain and frost to enable slow curing (i.e. carbonation) to take place.

*The sample should be allowed to **cure in the wall for a minimum of seven but preferably fourteen days** before final color match is approved. Please see the U.S. Heritage Group guidelines on installation procedures of Type O mortar formulations.*

Thank you for seeking our advice and entrusting these important details to U.S. Heritage Group. We are always available to discuss these findings with you in detail. Please contact me directly at 773-286-2100 if you have any questions.

We look forward to providing you with a custom, ready-to-use, historically correct mortar for your project.

Respectfully,
U.S. Heritage Group, Inc.


Tom Glab
Laboratory Manager

Note: This information is held in confidence and becomes a permanent record at the U.S. Heritage Group laboratories located at 3516 North Kostner Ave., Chicago, IL 60641. It can be referenced at any time in the future by the property owner named above or by an authorized mason contractor involved with the restoration work. When inquiring about this match please use the project number USHG#437.

MIXING BY VOLUME - WARNING

HYDRATED LIME: Hydrated lime measured by volume (using a coffee can from a 50# bag) will experience a volumetric loss of 25% after the addition of water. It is essential to increase the proportion of hydrated lime by 25% to ensure the mix design will meet specification requirements.

SAND: The bulk density of sand can change dramatically depending on the amount of water in the material. The change between dry and damp sand can be as much as 25% to 30% by volume. Sand should always be measured in damp loose condition.

Reference: ASTM C270, Standard Specification for Mortar for Unit Masonry states that the "Aggregate Ratio (Measured in Damp, Loose Conditions)".

PORTLAND CEMENT: There is no volumetric change in the use of Portland cement.



Great Lakes Environmental Testing

**NESHAP RENOVATION / DEOMLITION
INSPECTION OF ASBESTOS CONTAINING MATERIAL
AND OTHER HAZARDOUS WASTE MATERIAL**

FOR THE PROPERTY AT:

224 Curwood Castle Dr.
Owasso, MI 48867

Prepared For:

City of Owasso
301 W. Main St.
Owasso, MI 48867

Prepared By:

Nicole Riba
Michigan Certification #: A60333
Great Lakes Environmental Testing
8265 Gale Rd
Otisville, MI 48463
PH: 586-785-9999
GLET Job# A2241

02/12/2026
Date of Survey

02/18/2026
Date of Report

Table of contents

- 1) Introduction

- 2) Information about Asbestos Inspections
 - A) Sampling Procedures
 - B) PLM Analysis Methodology
 - C) Interpretation of Inspection Results
 - D) Other Hazardous Materials

- 3) Regulatory Requirements
 - A) MIOSHA Construction Asbestos Requirements
 - B) NESHAPs Requirements
 - C) Notification Requirements
 - D) Abatement Requirements

- 4) Summary and Conclusion
 - Chart A – Materials Sampled and Asbestos Content

 - Chart B – Other Hazardous Materials Located

- 5) Inspector Information/ Certification

Appendices

Appendix A – Polarized Light Microscopy Asbestos Analysis Results

Appendix B – Site Map

Appendix C – Photographs

Appendix D – State of Michigan Notification of Intent to Renovate or Demolish

1) Introduction

City of Owasso contracted Great Lakes Environmental Testing, LLC to perform an asbestos Renovation/demolition inspection of the building located at 224 Curwood Castle Dr., MI 48867. This inspection was conducted on 02/12/2026.

The EPA, under the National Emissions Standards for Hazardous Air Pollutants (NESHAPs) asbestos rule, requires that prior to the start of a renovation and/or demolition project, the building must be inspected for asbestos containing materials (ACM's). The purpose of this inspection was to determine the presence and quantity of friable or potentially friable ACM's. Depending on the ACM found and condition that it is in, removal of the material may be necessary before demolition work can begin. Prior to the start of a demolition project, it is necessary that friable or potentially friable ACM's be removed.

Great Lakes Environmental Testing's certified inspector, Nicole Riba, conducted the asbestos containing building material (ACBM) inspection and identified materials suspected of containing asbestos. Nicole Riba's State of Michigan Asbestos Building Inspector's certification number is A-60333.

Wherever potential asbestos materials were found, data was collected and recorded regarding quantities and observed conditions of the suspected material. As required by the Occupational Safety and Health (OSHA) and the Environmental Protection Agency (EPA), three (3) samples of each material were taken in different locations to determine actual asbestos content.

Included along with this report are copies of the bulk sample results, a site map showing sample locations and a copy of the State of Michigan Notification of Intent to Renovate/ Demolish. This information will be necessary for the asbestos abatement contractor selected to perform asbestos abatement activities on the property. GLET has included its information on the second page.

2) Information about Asbestos Inspections

A. Sampling Procedures

Representative bulk samples of suspected ACBMs were randomly collected within each building area. The materials sampled were broken down into distinct homogeneous (similar) materials. Homogeneous material determination was based on the following criteria:

- Similar physical characteristics (same color and texture, etc.)
- Application (sprayed-on, troweled-on, assembly into a system etc.)
- Material function (Thermal insulation, floor tile, wall board system etc.)

It is important to note that some companies are only taking one sample of selected non-friable materials. While this procedure is allowed under NESHAP regulation, the OSHA standard suggests a minimum of three samples of each Homogeneous material. This is a better approach due to the potential errors in the analytical method used.

To provide the most accurate information possible and be sure of our results, GLET chooses to take three samples of each sampled material when able.

B. PLM Analysis Methodology

Polarized light microscopy (PLM) samples were analyzed using the Environmental Protection Agency's Test Methods: Methods for the determination of Asbestos in Bulk Building Materials (EPA 600/R-93/116, July 1993) and the McCrone Research Institute's The Asbestos Particle Atlas as method references. Additional treatment and tests may be required to accurately define composition (i.e. ashing, extracting, acetone treatment, and TEM).

Analysis was performed by using the bulk sampling for visual observation and slide preparations for microscopic examination and identification. The samples were analyzed for asbestos (Chrysotile, amosite, crocidolite, anthophyllite, and actinolite/tremolite), fibrous non-asbestos constitutes (mineral wool, cellulose,, etc.) and non-fibrous constitutes. Using a stereoscope, the microscopist visually estimated relative amounts of each constitute by determining the volume of each constitute in proportion to the total volume of the sample.

According to NESHAP requirements, any bulk sample that has an asbestos content above 0% but below 10% should be point counted for final determination of percentage. Please note, the contract DID NOT include point counting as defined by NESHAP. Should you wish to have this additional analysis conducted, GLET can send any samples in the range for point counting. However, this will require additional charges for analysis. Therefore, for any samples in the range above 0% but below 10% these results can only be considered estimates.

C. Interpretation of Inspection Results

A material is considered by OSHA, the EPA and the State of Michigan to be asbestos containing if at least one sample collected from the homogenous material has asbestos fibers present in concentration greater than one percent (>1%).

A summary of the materials sampled, asbestos content, quantities and locations can be found on the chart in Summary and Conclusions.

D. Other Hazardous Materials

Additionally, information showing other hazardous materials (above the household quantity limitations) found at the site is included on Chart B in Summary and conclusions. This lists non-asbestos materials that may be hazardous and may require special handling and disposal requirements. Items that might be

in this category include things like mercury switches, fluorescent lighting, tubes, halogen lights, freon in refrigeration units, pesticides, herbicides, paints, solvents, etc.

However, under the Resource Conservation and Recovery Act (RCRA) that addresses hazardous waste, there is residential household quantity exclusion. Therefore, these materials will only be listed in this chart if they are present in quantities larger than would be expected in a normal household.

3. Regulatory Requirements

There are two main regulations that affect renovation/demolition of residential homes and asbestos materials. The MIOSHA Asbestos Construction Standard has requirements to protect the workers performing the renovation/demolition, while EPA- NESHAP regulation requirements that protect the general public and environment.

A. MIOSHA Construction Asbestos Regulations

The MIOSHA standard establishes a permissible exposure limit (PEL) average over an 8-hour day. This means that this is the maximum level of asbestos that workers and/or employees can be exposed to without respirator protection and protective clothing. Should air sampling during renovation or demolition activities be near or over PEL, the employer will have to:

Notify workers.

Provide worker training.

Post danger signs.

Establish periodic air monitoring regulated areas and decontamination facilities.

Provide respiratory protection and personal protective clothing.

Conduct employee respiration monitoring.

Maintain/provide record keeping.

Perform medical surveillance if employee will be exposed 30 days per year or more).

Until recently, only schools were federally mandated to conduct asbestos inspections of their buildings. However, with the passage of the new MIOSHA regulations, all building owners, in this case City of Owasso, are now required to notify all renovation/ demolition workers of the presence, location and quantity of all ACM's within the building.

In most cases, it is more practical to have an asbestos contractor remove the ACM from the building prior to renovation/ demolition than have renovation/demolition contractor comply with all the requirements.

B. NESHAP Requirements

Prior to beginning a renovation or demolition project, NESHAP (enforced in Michigan by the Department of Environmental Quality- MDEQ) requires a full inspection of the following materials to determine their asbestos content:

Friable materials

Category 1- Non-friable materials (packaging, gaskets, resilient floor covering and asphalt roofing products)

Category 2- Non-friable materials (All other non-friable materials)

In general, MDEQ, prior to renovation or demolition activities, requires any identified asbestos materials be removed that would dislodge, disturb, or otherwise affect these materials. The exception being if a licensed supervisor will state in writing that the material will not become friable during the renovation/demolition process, it may be left in the building. MDEQ has stated that they believe the only materials that may qualify for this exemption would be roofing felt and asphalt roofing material. Use caution when trying to use this exemption. To use this small exemption, the following would be required from the demolition contractor.

A signed document from a licensed asbestos abatement supervisor that the material will not become friable.

The supervisor will have to be on-site during all renovations or demolition to ensure that the material stays intact.

The waste generated from the activity must be taken to an asbestos dump and they must be informed that the waste is mixed asbestos waste.

It is very expensive and difficult to try and leave ACM within an area/building during renovation or demolition activities. If the MDEQ reviews the site and finds the material crumbled or disturbed, both the contractor and building owner may be sited up to \$27,500 per day. Therefore GLET recommends that all ACM be removed.

C. Notification Requirements

When performing abatement work within the State of Michigan, notification requirements depend on the quantity of materials and the friability of the material being removed.

If removed friable material greater than 160 square feet and/or 206 linear feet, the contractor must provide a ten working day notification to Michigan Department of Environmental Quality (MDEQ) and a ten-calendar day notification to Michigan Department of Licensing and Regulatory Affairs (LARA) – Asbestos program. If only non-friable materials are being removed, MDEQ does not require notification.

If removing more than 15 square feet but less than 160 square feet, or greater than 10 linear feet but less than 260 linear feet, the contractor only needs to notify LARA as stated above.

For removals of less than 15 square feet or less than 10 linear feet, no notification is required.

In conjunction with any notification to LARA, the contractor must pay a 1% fee for the project. This fee must reflect 1% of the total abatement contract amount.

Any company hired to remove identified ACM must ensure that all asbestos companies, supervisors, and workers are all licensed by LARA. Additionally, these companies must ensure that:

- The State of Michigan must be notified of the work in advance.
- An asbestos supervisor must be on-site at all times when work is occurring.
- All work must be completed within regulated areas.
- All work must be completed using asbestos work practices defined in MIOSHA regulations.
- On-site personal sampling be conducted during the removal activities.
- Prior to dismantling and leaving the site, the contractor shall request and pass (below 0.05 f/cc) a final asbestos clearance performed by a neutral.
- Meet all other current regulations and standards.

In addition to these requirements, GLET strongly recommends that the City of Owasso ensure that they receive the following documents from the contractor prior to making final payment:

- Written/signed documentation from the supervisor if any asbestos materials are to be left in place during renovation or demolition (Not recommended)
- Copy of asbestos abatement notification
- Copy of personal monitoring during work
- Copy of final asbestos clearance report

By requiring these documents, City of Owasso will substantially reduce its liability should something occur during the asbestos removal at this site.

4. Summary and Conclusion

GLET has endeavored to identify potential asbestos containing materials that were accessible at the time of inspection. However other potential ACM may be buried or have been inaccessible at the time of initial survey.

As it has been evident on many other demolition and renovation projects, when tearing out or demolishing existing building surfaces, it is very common to encounter other building materials that were not accessible during the initial testing for ACM or Lead/cadmium painted surfaces. Therefore, it is incumbent on City of Owasso or its selected construction renovation contractor to refer to the chart of sampled materials consistently during the renovation process. If materials are encountered during this process that are not clearly identifiable on the initial survey chart, GLET should be called to test and verify the asbestos/Lead cadmium content of these items.

GLET cannot be held responsible for materials encountered after the initial survey is completed unless we are contacted and given the opportunity to test and verify the material content. The cost associated with this additional testing are not included within the scope of this project and City of Owasso will incur additional charges for the additional sampling and analysis.

On the following charts, please find:

- Chart A- is a summary of the materials that were sampled. Materials that test positive for asbestos have been bolded to make identification easier. ***If additional materials are encountered that were not previously identified, the contractor is responsible for contacting GLET and having these materials tested. These additional sampling costs are not included in the scope of work or price for this survey.***

The quantities that are listed are estimate only; in general, listed quantities represent only what is visible during testing. It is likely that where ACM has been identified throughout specific floors, similar materials and quantities exist on other like floors. It is the contractors'/client's responsibility to verify all amounts of asbestos identified during any bid process, or during future renovation and/or demolition activities. Materials that are identical in both relative location and physical description to already tested materials listed in this report should always be assumed to be ACM.

- Chart B – Is a list of other hazardous materials (above RCRA household quantity levels) that will require special handling and disposal by the contractor.

Chart A- Materials Sampled and Asbestos Content

Material #	Material Description	Asbestos	Location
1	Window Caulk	Negative	Exterior
2	Cement	Negative	Exterior
3	Cement	Negative	Exterior
4	Cement	Negative	Exterior
5	Plaster	Negative	Main Room
6	Plaster	Negative	Main Room
7	Plaster	Negative	Main Room

Chart B- Other Hazardous Materials & Location

(Above the household quantity limitations)

Material #	Material Description	Quantity	Location
	No Hazards		

5. Inspectors Information

The information contained in this report is a true accurate representation of the conditions and activities at this property at the time of investigation. Based on the professional judgment of the person(s) who conducted and reported this survey. All inspection work was completed by a Michigan certified asbestos inspector as detailed below.

Nicole Riba

State of Michigan Certification #: A60333



3130 Old Farm Lane, Suite 1
Commerce Twp., MI 48390

877-665-3373

Asbestos Laboratory Report

Prepared Exclusively For:

Great Lakes Environmental Testing
Nicole Riba
8265 North Gale Rd
Otisville, MI 48463
(586) 785-9999
nicoleribamcc@gmail.com



Project: 224 Curwood Castle Dr

Report Date: 02/17/26

Collected: 02/12/26

Project # A2241

Received: 02/13/26

Lab # A39920



Report Prepared For: Great Lakes Environmental Testing
Project Name: 224 Curwood Castle Dr
Project Number: A2241
Report Date: 02/17/26
Lab Number: A39920

Asbestos Report Summary

Test Method: Polarized Light Microscopy (PLM)

7 Samples Analyzed

0 Samples Containing >1% Asbestos



Report Prepared For: Great Lakes Environmental Testing
 Project Name: 224 Curwood Castle Dr
 Project Number: A2241
 Report Date: 02/17/26
 Lab Number: A39920

Certificate of Laboratory Analysis

Test Method: Polarized Light Microscopy (PLM)

EPA 600/R-93/116 and/or EPA - Appendix E to Subpart E of 40 CFR Part 763;
 Interim Method for the Determination of Asbestos in Bulk Insulation Samples

Project: 224 Curwood Castle Dr
 Project Number: A2241

Prepared For

Great Lakes Environmental Testing
 Nicole Riba
 8265 North Gale Rd
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 nicoleribamcc@gmail.com

IMS Lab No. A39920
 Date Collected: 02/12/26
 Date Received: 02/13/26
 Date Reported: 02/17/26

Client ID Lab No.	Client Description	Sample Color(s)	Laboratory Attributes	Fibrous Components	Non-Fibrous Components	Asbestos Type / Percent
01 A39920 - 1	Caulk / Exterior Window	Gray	Heterogeneous Non-Friable Non-Fibrous		100% Matrix	No Asbestos Detected
02 A39920 - 2	Cement / Exterior	Gray	Heterogeneous Non-Friable Non-Fibrous	4% Cellulose	6% Quartz 90% Matrix	No Asbestos Detected
03 A39920 - 3	Cement / Exterior	Gray	Heterogeneous Non-Friable Non-Fibrous	4% Cellulose	6% Quartz 90% Matrix	No Asbestos Detected
04 A39920 - 4	Cement / Exterior	Gray	Heterogeneous Non-Friable Non-Fibrous	4% Cellulose	6% Quartz 90% Matrix	No Asbestos Detected
05 A39920 - 5	Plaster / Main Room	White Tan	Heterogeneous Non-Friable Non-Fibrous		100% Matrix	No Asbestos Detected
06 A39920 - 6	Plaster / Main Room	White Tan Gray	Heterogeneous Non-Friable Non-Fibrous		100% Matrix	No Asbestos Detected
07 A39920 - 7	Plaster / Main Room	White Tan	Heterogeneous Non-Friable Non-Fibrous		100% Matrix	No Asbestos Detected



Report Prepared For: Great Lakes Environmental Testing
Project Name: 224 Curwood Castle Dr
Project Number: A2241
Report Date: 02/17/26
Lab Number: A39920

IMS Laboratory, LLC is accredited through the National Voluntary Laboratory Accreditation Program (NVLAP). Data is provided in compliance with NVLAP policy modules and ISO 17025:2017 guidelines.



 02/17/26

Brandy Schultz, Asbestos Laboratory
Manager



Report Prepared For: Great Lakes Environmental Testing
Project Name: 224 Curwood Castle Dr
Project Number: A2241
Report Date: 02/17/26
Lab Number: A39920

Glossary

- Actinolite** - This form of asbestos was not commonly used commercially, but can be found occasionally in some building products.
- Amosite** - This form of asbestos was commonly used in ceiling tiles, cement sheets, pipe insulation, and in many different types of thermal insulation products.
- Anthophyllite** - This form of asbestos was not commonly used commercially, but can be found occasionally in some building products.
- Asbestos** - Any of six naturally occurring silicate minerals (Chrysotile, Amosite, Crocidolite, Tremolite, Actinolite, and Anthophyllite). Inhalation of these minerals can cause asbestosis and certain types of cancer. Because of asbestos' fireproofing and other desirable properties, these minerals can be found in many different types of building materials.
- Chrysotile** - This is the most commonly used form of asbestos and can be found today in many building components including floors, roofs, ceilings, walls and insulation cement materials, piping and sealants of residential and commercial buildings. It was also used in automobile brake pads, linings and blocks, clutch plates and gaskets.
- Crocidolite** - This form of asbestos has been used in some building products including cement, pipe insulation and spray-on coatings.
- Fibrous** - Any material that contains, consists of, or resembles fibers.
- Friable** - Any material that can be crumbled, pulverized, or reduced to powder by the pressure of an ordinary human hand. Friable asbestos containing materials are dangerous because they allow asbestos fibers to get into the air where they can be inhaled.
- Heterogeneous** - A mixture that consists of two or more substances. It is non-uniform and the different components of the mixture can be seen.
- Homogeneous** - A substance which has uniform composition and properties throughout.
- Non-Fibrous** - Any material that does not contain fibers.
- Non-Friable** - Any material that cannot be pulverized under hand pressure.
- Tremolite** - This form of asbestos was not commonly used commercially, but can be found in some roofing materials, insulation products (including vermiculite), paints, sealants, and talc powders.



Report Prepared For: Great Lakes Environmental Testing
Project Name: 224 Curwood Castle Dr
Project Number: A2241
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Lab Number: A39920

Warranties, Legal Disclaimers, and Limitations

Stereoscopic microscopy and polarized light microscopy coupled with dispersion staining is the analytical technique used for sample identification. The percentage of each component is visually estimated by volume. The detection limit for this method is <1% by visual estimation and 0.25% by 400 point counts or 0.1% by 1,000 point counts. The samples were analyzed as submitted by the client and may not be representative of the larger material in question. IMS Laboratory, LLC ("IMS") will discard all samples after 7 days.

Matrix interference and/or resolution limits may yield false results in certain circumstances. Samples collected via tape and/or wipe may reduce sensitivity and reliability of quantification. Suspect floor tiles containing less than 1% asbestos should be tested with SEM or TEM. Many vinyl floor tiles have been manufactured using greater than 1% asbestos. Often the asbestos was milled to a fiber size below the detection limit of polarized light microscopy. Therefore, a "No Asbestos Found" reading on vinyl floor tile does not necessarily exclude the presence of asbestos. TEM provides a more conclusive form of analysis for vinyl floor tiles.

This certificate of analysis relates only to the samples tested, as received by IMS and, to insure the integrity of the results, may only be reproduced in full. IMS is not responsible for the accuracy of the results for layered samples or samples comprising multiple materials. Unless otherwise noted in the body of this report, the condition of samples upon receipt was acceptable.

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- End of Lab Report Number A39920 -

- 6 -

This report has been prepared by IMS Laboratory, LLC at the request of and for the exclusive use of Great Lakes Environmental Testing. Read the important terms, conditions, and limitations that apply to this report carefully.

Lead Inspection

FOR THE PROPERTY AT:

224 Curwood Castle Dr.
Owasso, MI 48867

Prepared for:

City of Owasso

Report prepared and submitted by:

Nicole Riba

Michigan Certification: P009402

XRF Serial Number: 3335

GLETLLC Job #L1428



Great Lakes Environmental Testing LLC

8265 Gale Rd
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- 1) Purpose of Environmental Investigation
- 2) Lead Testing Results and Recommendations

Appendix: A Site Information

Appendix: B Lead education, testing, resources, and laws

Appendix: D All XRF results and devices used

Purpose of Environmental Investigation

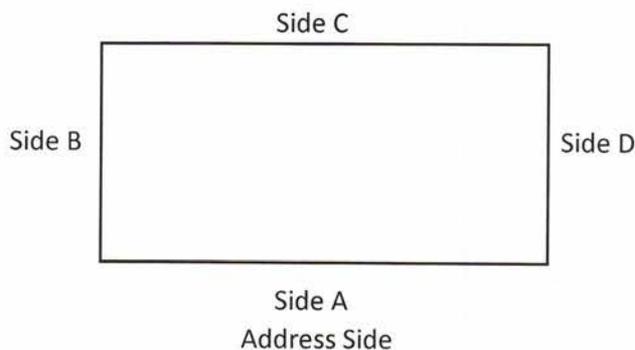
The purpose of this report is to share Lead-testing results. Please refer to Appendix C-3 **for your future responsibilities as they relate to this report.** Use the “Key Definitions” below as a guide when reading the results. See Appendix C for information about lead hazards and abatement verse interim control options.

Key Definitions

Component: The surface tested.
Examples: door, door trim, wall, ceiling, exterior siding, etc.

Substrate: The type of material.
Examples: plaster, wood, metal

Side: The location of tested area or item. Side A is always the address side of the building.
Sides B, C, and D move in a clockwise direction from side A



Condition: The condition of the paint on the surface tested.
Intact means undamaged or in one piece.
Deteriorated means damaged, worn, or in bad shape.

Color: The color of the surface tested.

Floor: The floor of the building.
Basements are “Floor 0.”

Room: The room testing occurred. Rooms are identified by number because a room usage may change. (i.e., a bedroom may become an office). Kitchens and bathrooms are not numbered.

Result: Indicates if tested. Positive or negative results for lead shared.

Teeth: Indicates if teeth marks are present.

Friction-imp: Friction-Impact occurs when two components rub or come into contact repeatedly.

LEAD TESTING

RESULTS & RECOMMENDATIONS

The table below details all of the lead-hazards.

Table 1: ALL LEAD-HAZARDS

COMPONENT&LOCATION OF HAZARD	SEVERITY	PRIORITY	ABATEMENT OPTIONS	INTERIM CONTROL OPTIONS
All Windows	2	2	Remove and replace Remove old window frames and replace	Wet, scrape and paint Seal with approved ACM sealant
After having completed all other Abatement and interim control Options.	3	3	After completing all abatement and interim control options clean the entire area for lead dust thoroughly using the HEPA-WASH-HEPA method.	After completing interim control options clean the entire area for lead dust thoroughly using the HEPA-WASH-HEPA method.

*Severity: 1= most severe; 2= very severe; 3= somewhat severe

* Priority: 1= High priority; 2= medium priority; 3= low priority

Appendix B

Lead: Education, Testing, Resources and Laws

B-1 Lead Education

Lead-Based Paint

Lead was commonly used in homes built before 1978. In 1978, the federal government banned the use of lead-based paint in homes (for consumers). Older homes are more likely to have lead-based paint.

Lead is a highly toxic metal. Lead -based paint includes:

- Enamels
- Lacquers
- Primers
- Coatings
- Stains
- Varnishes
- Glazes

Lead-based paint is a paint that has lead in it. Lead paint is used to:

- Reduce corrosion
- Brighten the color
- Speed up drying time

Lead-Hazards

A lead-hazard is when lead is present in a surface and that surface is deteriorating or not fully intact. There are specific definitions for different lead-hazards.

- **Lead-Based Paint Hazards** – any lead-based paint, including lead dust and soil that would have an adverse effect of human health.
- **Dust-Lead Hazard** – surface dust in a residence containing an area or mass concentration of lead equal to or in excess of:
 - 10 µg/ft² (micrograms per square feet) on floors
 - 40 µg/ft² on porches
 - 100 µg/ft² on interior window sills
 - 100 µg/ft² on window troughs

- **Soil- Lead hazard** – bare soil (soil not covered with grass, sod, some other vegetation, or paving, including sand boxes) on residential property that contains lead in excess of:

- 400 ppm (parts per million) in play areas (an area of frequent soil contact by children).
- 1200 ppm in the rest of the yard

To correct lead-hazards, there are two options

- **Abatement**

- The permanent elimination of lead-based paint hazards.

This includes:

- Removal of building components coated with lead-based paint
- Removal of dust-lead hazards
- Removal of soil-lead hazards
- Overlaying soil with durable covering such as asphalt
- Enclosing lead-based paint hazards with approved encapsulant

This method requires:

- Preparation
- Cleanup
- Waste Disposal
- Post abatement clearance testing
- Recordkeeping

- **Interim Control**

- A temporary measure to reduce exposure to lead-based paint hazards.

- Preparing and painting lead-based paint hazards
- Treatment of friction and impact surfaces
- Specialized cleaning
- Landscaping over soil-lead hazards (e.g., grass or sod)
- Monitoring (Conducted by owner or tenant)
- Re-evaluation (Conducted by a certified professional)

For further information, please call MDHHS Healthy Homes Section at 517-335-9390

Lead Exposure

Exposure to lead happens during the application, removal and failure of integrity (deterioration) of lead-based paint or from soil lead hazards.

Deteriorated paint includes:

- Any paint coating that is peeling, chipping, blistering, flaking, worn, chalking, cracking, or otherwise becoming separated from the painted surface.

Lead-Based paint breaks down into:

- **Paint chips-** chips are paint pieces that are detached from the original painted surface. Chips include paint that is peeling, chipping, or cracked.

- **Dust-** dust is created when lead paint is scraped, dry sanded, heated or burned, or when painted surfaced rub together.

Dust is the most common source of lead exposure among children.

HEALTH EFFECTS OF LEAD EXPOSURE

Lead is a highly toxic metal. There is no safe level of lead exposure. Lead poisoning occurs when lead enters the body through either: inhalation or ingestion. Children under the age of six (6) are especially vulnerable to lead poisoning. They have a greater exposure to lead through:

- Frequent hand-to-mouth activity
- Consuming more food and drink, breathing more air per kilogram of body weight than adults.
- Digesting 4-5 times more lead from their gut than adults
- Nutritional deficiencies, such as an iron deficiency (making lead more available to enter the body)

Children under the age of six (6), their bodies and nervous system is not fully developed. One of the systems the nervous systems lead affects is the nervous system. Lead is a multi-system toxicant, causing:

- Brain and nervous system damage
- Decreased IQ
- Learning difficulties
- Speech, language and behavior problems
- Hearing problems
- Slow or reduced growth
- High blood pressure
- Anemia
- Kidney damage
- Digestive problems
- Muscle or Joint pain
- Reproductive problems (Adults)

B-2 Lead Testing Procedures

PAINT

To test for lead in paint, an XRF instrument is used. XRF stands for "X-Ray Fluorescence.)

To measure lead, this device used low level radiation. The radiation excites atoms within the painted surface. Excitement, or movement, of atoms causes radiation to rebound back to the device. This rebound tells the device if lead is present. Lead is determined present if the level is 1 microgram per square centimeter ($\mu\text{g}/\text{cm}^2$) or more.

Appendix details on the XRF device used.

DUST

Dust is collected using dust wipes. Dust wipes are disposable cloths used to collect dust. The United States Department of Urban Development (HUD) provides dust wipe best practices. HUD requests inspectors to:

- Use one dust wipe per sample area
- Open the dust wipe with gloved hand
- Perform dust wipe using "S" motions in sample area
- Put dust wipe samples into a labeled tube or container
- Label states property location, sample location, and size of sample area
- Send samples to trace metals laboratory
- Report results in micrograms per square foot ($\mu\text{g}/\text{ft}^2$)

SOIL

Soil is collected using HUD best practices.

A soil sample comes from the upper half inch of soil. Garden soil is tested 4-6" down. All soil must come from soil on the property. Areas may include sandboxes, child play areas, and the roof drip line. A trace metals laboratory analyzes the soil for lead. Soil sample results are reported in parts per million (ppm).

LEAD HAZARD CORRECTION COST ESTIMATE

Window replacement	\$500 - \$600
Wood window replacement	\$900 - \$1200
Window jamb liners	\$350 - \$500
Sliding exterior	\$400 - \$600 square
Painting exterior	\$275 - \$400 square
Exterior door replacement	\$750 - \$900
Interior door replacement	\$300 - \$450
Friction / impact door	\$250 - \$400
E-cap baseboards	\$200- \$400 Per room
Paint baseboards	\$200 - \$300
Stair system with rubber	\$400 - \$800
Lead cleaning	\$100 - \$200 Per room

(Square = 100 Square feet)

B-3: YOUR RESPONSIBILITIES

RE-EVALUATION & MONITORING SCHEDULE

Monitor Potential Lead Hazards Two Ways After Abatement/Interim controls.

Visual Survey: Perform one month and six months after lead hazard work.
Perform once each year if no problems found.
Visual survey is completed by homeowner.

- Looking at painted surfaces known to have lead and see if paint is in good condition.
- Looking at areas where lead hazards were fixed and checking condition.
- Finding problems with the building that could cause new lead hazards.

Re-Evaluate: Every two years a **certified risk assessor** re-evaluates the building.

This includes:

- Measuring dust for lead
- Measuring soil for lead
- Assessing potential lead-based paint hazards

FUTURE OWNERS OF THIS PROPERTY

A summary of this report must be shared with future tenants or owners of a pre-1978 property. Federal law (24 CFR part 35 and 40 CFR part 745) requires this report be shared before they become obligated under a lease or sales contract.

- Distribute an educational pamphlet. This is approved from the U.S. Environmental Protection Agency (EPA). The document is: "*Protect Your Family from Lead in Your Home.*"
- Include standard warning language in lease or sale contracts. This is to ensure parents have information they need to protect their children from lead hazards.

Contact 800-424-LEAD (5323) for information about your obligations under federal regulations.

NOTICE TO LANDLORDS

Landlord Penalty Law

If a child with an elevated blood level is identified in your rental unit you are responsible for ensuring that lead hazards identified in the elevated blood level report have been properly addressed. The following must be followed to avoid receiving penalties assessed through the Michigan Lead Abatement Act.

- If you conduct the work on your rental unit you must be certified through the EPA RRP Program or certified through the Michigan Lead Abatement Program. Depending on the method used to correct the hazard, you must follow applicable laws to ensure appropriate work practices are followed.
- Hire a lead abatement contractor; see the certified list at www.michigan.gov/leadsafe.
- Check eligibility for work through the Lead Safe Home Program, please see web page for details.

Any questions regarding compliance with the Landlord Penalty Act please email HHSInfo@michigan.gov or call 517-335-9390.

Company Viken Detection
 Model Pb200i
 Type XRF Lead Paint Analyzer
 Serial Num 3335
 App Versior Pb200i-5.2.0

Job Id	Reading #	Concentrat Units	3SD	Result	Calibration	Action	Leve	RTA	Presen	Read	Throu	Nom	Secs	Date	Time
2031428	1	1 mg/cm2	0.3	0.3	TRUE	1	FALSE	FALSE	FALSE	FALSE	FALSE	FALSE	5	2/12/2026	14:27:51
2031428	2	1 mg/cm2	0.3	0.3	TRUE	1	FALSE	FALSE	FALSE	FALSE	FALSE	FALSE	5	2/12/2026	14:29:09
2031428	3	1 mg/cm2	0.3	0.3	TRUE	1	FALSE	FALSE	FALSE	FALSE	FALSE	FALSE	5	2/12/2026	14:30:28
2031428	4	1 mg/cm2	0.3	0.3	TRUE	1	FALSE	FALSE	FALSE	FALSE	FALSE	FALSE	5	2/12/2026	14:31:46
2031428	5	1 mg/cm2	0.3	0.3	TRUE	1	FALSE	FALSE	FALSE	FALSE	FALSE	FALSE	5	2/12/2026	14:33:03
2031428	6	1 mg/cm2	0.3	0.3	TRUE	1	FALSE	FALSE	FALSE	FALSE	FALSE	FALSE	5	2/12/2026	14:34:22
2031428	7	0.1 mg/cm2	0.4	Negative	FALSE	1	FALSE	FALSE	FALSE	FALSE	FALSE	FALSE	2	2/12/2026	13:59:52
2031428	8	0.3 mg/cm2	0.4	Negative	FALSE	1	FALSE	FALSE	FALSE	FALSE	FALSE	FALSE	2	2/12/2026	14:00:35
2031428	9	0.5 mg/cm2	0.3	Negative	FALSE	1	FALSE	FALSE	FALSE	FALSE	FALSE	FALSE	3	2/12/2026	14:01:17
2031428	10	1.5 mg/cm2	0.4	Positive	FALSE	1	FALSE	FALSE	FALSE	FALSE	FALSE	FALSE	3	2/12/2026	14:03:11
2031428	11	6.8 mg/cm2	0.4	Positive	FALSE	1	FALSE	FALSE	FALSE	FALSE	FALSE	FALSE	2	2/12/2026	14:04:21
2031428	12	2.6 mg/cm2	0.4	Positive	FALSE	1	FALSE	FALSE	FALSE	FALSE	FALSE	FALSE	2	2/12/2026	14:07:25
2031428	13	10.6 mg/cm2	0.4	Positive	FALSE	1	FALSE	FALSE	FALSE	FALSE	FALSE	FALSE	2	2/12/2026	14:08:21
2031428	14	0.5 mg/cm2	0.3	Negative	FALSE	1	FALSE	FALSE	FALSE	FALSE	FALSE	FALSE	4	2/12/2026	14:09:01
2031428	15	0.2 mg/cm2	0.4	Negative	FALSE	1	FALSE	FALSE	FALSE	FALSE	FALSE	FALSE	2	2/12/2026	14:10:13
2031428	16	0.3 mg/cm2	0.4	Negative	FALSE	1	FALSE	FALSE	FALSE	FALSE	FALSE	FALSE	2	2/12/2026	14:11:08
2031428	17	0.2 mg/cm2	0.4	Negative	FALSE	1	FALSE	FALSE	FALSE	FALSE	FALSE	FALSE	2	2/12/2026	14:11:53
2031428	18	3.9 mg/cm2	0.4	Positive	FALSE	1	FALSE	FALSE	FALSE	FALSE	FALSE	FALSE	2	2/12/2026	14:13:55
2031428	19	1 mg/cm2	0.3	Positive	FALSE	1	FALSE	FALSE	FALSE	FALSE	FALSE	FALSE	5	2/12/2026	14:15:09
2031428	20	0.7 mg/cm2	0.3	Negative	FALSE	1	FALSE	FALSE	FALSE	FALSE	FALSE	FALSE	5	2/12/2026	14:17:04
2031428	21	0.2 mg/cm2	0.4	Negative	FALSE	1	FALSE	FALSE	FALSE	FALSE	FALSE	FALSE	2	2/12/2026	14:19:09
2031428	22	0.4 mg/cm2	0.4	Negative	FALSE	1	FALSE	FALSE	FALSE	FALSE	FALSE	FALSE	2	2/12/2026	14:20:17
2031428	23	10.6 mg/cm2	0.4	Positive	FALSE	1	FALSE	FALSE	FALSE	FALSE	FALSE	FALSE	2	2/12/2026	14:21:22
2031428	24	12.9 mg/cm2	0.4	Positive	FALSE	1	FALSE	FALSE	FALSE	FALSE	FALSE	FALSE	5	2/12/2026	14:24:32
2031428	25	0.6 mg/cm2	0.3	Negative	FALSE	1	FALSE	FALSE	FALSE	FALSE	FALSE	FALSE	5	2/12/2026	14:27:07
2031428	26	1 mg/cm2	0.3	Positive	FALSE	1	FALSE	FALSE	FALSE	FALSE	FALSE	FALSE	5	2/12/2026	14:27:07

2031428	27	0.7 mg/cm2	0.3 Negative	FALSE	1	FALSE	FALSE	5	2/12/2026	14:30:09
2031428	28	0.8 mg/cm2	0.3 Negative	FALSE	1	FALSE	FALSE	5	2/12/2026	14:33:11
2031428	29	3.4 mg/cm2	0.4 Positive	FALSE	1	FALSE	FALSE	2	2/12/2026	14:35:23
2031428	30	8.3 mg/cm2	0.4 Positive	FALSE	1	FALSE	FALSE	2	2/12/2026	14:37:53
2031428	31	0.4 mg/cm2	0.4 Negative	FALSE	1	FALSE	FALSE	2	2/12/2026	14:38:49
2031428	32	1 mg/cm2	0.3 Positive	FALSE	1	FALSE	FALSE	5	2/12/2026	14:39:31
2031428	33	10.3 mg/cm2	0.4 Positive	FALSE	1	FALSE	FALSE	2	2/12/2026	14:41:22
2031428	34	4.4 mg/cm2	0.4 Positive	FALSE	1	FALSE	FALSE	2	2/12/2026	14:42:55
2031428	35	4.4 mg/cm2	0.4 Positive	FALSE	1	FALSE	FALSE	2	2/12/2026	14:44:15
2031428	36	9.3 mg/cm2	0.4 Positive	FALSE	1	FALSE	FALSE	2	2/12/2026	14:45:18

nicoleriba	Action Level Lead Paint	0	0	0	0	curwood c Exterior	Porch	Window	Sill	Wood	C
nicoleriba	Action Level Lead Paint	0	0	0	0	curwood c Exterior	Porch	Window	Frame	Wood	C
nicoleriba	Action Level Lead Paint	0	0	0	0	curwood c Exterior	Porch	Window	Sill	Wood	C
nicoleriba	Action Level Lead Paint	0	0	0	0	curwood c Exterior	Porch	Window	Frame	Wood	C
nicoleriba	Action Level Lead Paint	0	0	0	0	curwood c Exterior	Porch	Window	Sill	Wood	C
nicoleriba	Action Level Lead Paint	0	0	0	0	curwood c Exterior	Porch	Window	Frame	Wood	C
nicoleriba	Action Level Lead Paint	0	0	0	0	curwood c Exterior	Porch	Window	Sill	Wood	C
nicoleriba	Action Level Lead Paint	0	0	0	0	curwood c Exterior	Porch	Window	Frame	Wood	C
nicoleriba	Action Level Lead Paint	0	0	0	0	curwood c Exterior	Porch	Window	Sill	Wood	C
nicoleriba	Action Level Lead Paint	0	0	0	0	curwood c Exterior	Porch	Window	Frame	Wood	C

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