



**PUBLIC NOTICE OF A REGULAR MEETING**  
**PLEASE TAKE NOTICE OF A REGULAR MEETING FOR**  
**THE BOARD OF EDUCATION OF HIGHLAND PARK SCHOOL DISTRICT**

**DATE OF MEETING:**

August 20, 2024

**LOCATION OF MEETING:**

**Barber Preparatory Academy (In Person)**  
45 E. Buena Vista St.  
Highland Park, MI 48203

**TIME OF MEETING:**

6:00 p.m.

**TELEPHONE NUMBER OF  
THE PRINCIPAL OFFICE OF THE  
BOARD OF EDUCATION:**

313-402-0266

**THE BOARD MINUTES ARE LOCATED AND  
AVAILABLE FOR INSPECTION AT THE HPSD  
OFFICE OF THE BOARD OF EDUCATION:**

12360 Woodward Avenue  
Highland Park, MI 48203

**PURPOSE:**

A Regular Board of Education Meeting.  
Closed Session Pursuant to Section 8(h) of the Open  
Meetings Act, To Review Written Approval of Counsel

Linda Wheeler, Secretary  
Board of Education

***AMERICANS WITH DISABILITIES ACT NOTICE:***

*Any individual with a disability who require accommodations for participating or attending this meeting should contact the Board of Education at 313-402-0266 in advance of the meeting to request assistance.*

**MISSION STATEMENT:** *To provide a high-quality public education that assures students will receive a comprehensive learning experience which prepares them to compete in a global 21st century society.*



THE SCHOOL DISTRICT OF THE CITY OF HIGHLAND PARK  
12360 Woodward Avenue Highland  
Park, Michigan  
48203-3322

## REGULAR BOARD MEETING

Janet Spight-White, President

Doris Harris, Vice President

Linda Wheeler, Secretary

Lorne McGee, Treasurer

Mark Ashley-Price, Member

Anthony Askew, Member

Cheryl Sanford, Member

Isaiah Pettway, Chief Operating  
Officer

Joseph Urban, Esq., Board  
Attorney

Barber Preparatory Academy  
45 E. Buena Vista Street  
Highland Park, MI 48203  
August 20, 2024, 6:00pm

- **Call to Order**
- **Roll Call**
- **Communications**
  - (1) State Treasury Memo-Digitization Project
- **Approve Meeting Agenda**
- **Public Comments (Agenda Items Only (3 minutes))**
  - **Approve Meeting Minutes**
    - (1) August 7<sup>th</sup>, 2024
  - **District Department Reports and Information**
    - (1) COO Isaiah Pettway
    - (2) Finance-Alan C. Young, PC.

(Presenter: Luska German, FCCA)

- Q&A May Financials
- Motion to approve July Financials

(3.) District Superintendent-Dr. Farris

- **Board of Education Sub-Committee Reports**

- (1.) Activities Committee

- **Unfinished Business**

- (1.) Additional Legal Counsel-Elections

- (2.) New Day Construction Invoices

- **New Business**

- (1.) Continuance of COO Service Contract

- **Closed Session-Discussion of Legal Opinion of Counsel**

- **Board of Education Affairs & Comments**

- **Extended Public Comments (3 minutes only)**

- **Confirmation of the Next Scheduled Meeting**

Regular Meeting: Wednesday, September 4<sup>th</sup>, 2024 @6:00pm

- **Adjournment**

***This meeting is a meeting of the Board of Education in public for the purpose of conducting the School District's business and is not to be considered a public community meeting. There is a time for public participation during the meeting as indicated in the agenda item.***

***The proposed minutes of this meeting will be available for public inspection at The School District of the City of Highland Park Central Office located at 12360 Woodward Avenue, Highland Park, MI 48203, eight (8) business days after the meeting. Approved minutes are available on the District's website within five (5) business days after the meeting at which they are approved.***



**SPECIAL MEETING  
OF THE BOARD OF EDUCATION**

**Held at:** 45 East Buena Vista Street  
Highland Park, MI 48203-3322

Wednesday, August 7, 2024  
5:00PM

**PROPOSED MINUTES**

**Call to Order** –

Meeting was called to order by Janet Spight-White @ 5:07 PM

**Roll Call** –

Present: Janet Spight-White, President/ Doris Harris, Vice-President/ Wheeler, Secretary / Lorne McGee, Treasurer Mark Ashley Price, Member/ Cheryl Sanford, Member/ Anthony Askew, Member

**QUORUM**

**Communications** - None

**Approve Meeting Agenda**

**Motion to Approve the Meeting Agenda**

President Spight-White entertained a motion to approve the meeting, so moved by Member Price, seconded by Member Wheeler.

**Discussion:** None

**Roll call vote:** Janet Spight-White - Yes, Linda Wheeler - Yes, Lorne McGee- Yes, Mark Price - Yes, Anthony Askew- Yes, Cheryl Sanford- Yes

**MOTION PASSES: 6-0**

**Public Comments and Questions (Agenda Items 3 Minutes Only)** - None

**Approve Meeting Minutes**

**Motion to Approve the July 16, 2024, Budget Hearing & Regular Meeting Minutes**

President Spight-White entertained a motion to approve the July 16, 2024, Budget Hearing and Regular Meeting Minutes, so moved by Member Price, seconded by Member Wheeler.

**Discussion:** None

**Roll call vote:** Janet Spight-White - Yes, Linda Wheeler - Yes, Lorne McGee- Yes, Mark Price - Yes, Anthony Askew- Yes, Cheryl Sanford- Yes

**MOTION PASSES:** 6-0

**District Department Reports and Information**

None

**Board of Education Sub-Committee Reports**

HPSD Activities & Events Sub-Committee Report  
Linda Wheeler, Chairperson - Back to School Jazzy Jam Update

**Unfinished Business** – None

**New Business**

MASB Summer Institute – Member Travel Approval

*5:20PM- Doris Harris Entered the Meeting*

**Motion to Approve Up to \$1000 for Doris Harris to Travel to the MASB Summer Institute**

President Spight-White entertained a motion to approve up to \$1000 for Doris Harris to travel to the MASB Summer Institute, so moved by Member Askew, seconded by Member Sanford.

**Discussion:** Members discussed the motion.

**Roll call vote:** Janet Spight-White - Yes, Doris Harris-Yes, Linda Wheeler - Yes, Lorne McGee- Yes, Mark Price - Yes, Anthony Askew-Yes, Cheryl Sanford- Yes,

**MOTION PASSES:** 7-0

**Establishment of Additional Election Legal Counsel Discussion**

**Closed Session** – Discussion of Opinion of Legal Counsel

**Motion to Go Into Closed Session at 6:09 PM**

President Spight-White entertained a motion to go into closed session at 6:09pm, so moved by Vice-President Harris, seconded by Member Price.

**Discussion:** Members discussed the motion.

**Roll call vote:** Janet Spight-White - Yes, Doris Harris-Yes, Linda Wheeler - Yes, Lorne McGee- Yes, Mark Price - Yes, Anthony Askew-Yes, Cheryl Sanford- Yes

**MOTION PASSES:** 7-0

**Motion to Come Out of Closed Session at 7:09 PM**

President Spight-White entertained a motion to go into closed session at 7:09pm, so moved by Vice-President Harris, seconded by Member Price.

**Discussion:** Members discussed the motion.

**Roll call vote:** Janet Spight-White - Yes, Doris Harris-Yes, Linda Wheeler - Yes, Lorne McGee- Yes, Mark Price - Yes,

Anthony Askew-Yes, Cheryl Sanford- Yes  
**MOTION PASSES: 7-0**

**BOE Affairs & Comments**

Mark Price – Peace and love to everybody

**Public Comments and Questions (3 Minutes Only)** - None

**Confirmation of the Next Scheduled Meeting**

Regular Meeting: Tuesday, August 20, 2024 @ 6:00pm

**Adjournment -**

**Motion to Adjourn at 7:10PM**

President Spight-White entertained a motion to adjourn the meeting at 7:10PM, so moved by Vice-President Harris, seconded by Member Askew

**Discussion:** None

**Roll call vote:** Janet Spight-White - Yes, Doris Harris-Yes, Linda Wheeler - Yes, Lorne McGee- Yes, Mark Price - Yes, Anthony Askew-Yes, Cheryl Sanford- Yes

**MOTION PASSES: 7-0**

*Respectfully submitted: Linda Wheeler, Board Secretary.*

**APPLICATION AND CERTIFICATE FOR PAYMENT**

**AIA DOCUMENT G702  
APPLICATION NO: 3**

**TO (OWNER/CLIENT):** School District of the City of Highland Park

**PROJECT:**

Barber Academy Restroom Project

**PERIOD TO:** 6/14/2024

45 E Buena Vista

**FROM (SUBCONTRACTOR):**

Nora Contracting  
3633 Michigan Ave Ste 260  
DETROIT, MI 48218

**VIA ARCHITECT:**

**PROJECT #:** 23-308

**CONTRACT FOR:**

**CONTRACT DATE:** 09/12/23

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner			
TOTAL		\$170,043.39	\$0.00
Approved this Month			
Number	Date Approved		
3	6/18/2024	\$21,758.00	
TOTALS		\$191,801.39	\$0.00
Net change by Change Orders			\$191,801.39

1. ORIGINAL CONTRACT SUM.....	\$ 504,000.00
2. Net change by Change Orders.....	\$ 191,801.39
3. CONTRACT SUM TO DATE (Line 1+/-2).....	\$ 695,801.39
4. TOTAL COMPLETED & STORED TO DATE.....	\$ 197,758.39
5. RETAINAGE:	
a. 10 % of Completed Work	
b. 10 % of Stored Material	
Total Retainage.....	\$ 0.00
6. TOTAL EARNED LESS RETAINAGE.....	\$ 197,758.39
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT.....	\$ 176,000.39
8. CURRENT PAYMENT DUE.....	\$ 21,758.00
9. BALANCE TO FINISH, PLUS RETAINAGE.....	\$ 498,043.00
(Line 3 less Line 6)	

The undersigned Contractor certifies that to the best of the Contractors knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

**CONTRACTOR: NORA CONTRACTING**

By: Martin Haywood

Date: 06/18/24

**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified)

**ARCHITECT:**

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

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA Document G702, APPLICATION AND CERTIFICARE FOR PAYMENT,  
containing Contractor's signed Certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use column I on contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 3  
APPLICATION DATE: 18-Jun-24  
PERIOD FROM: 24-Oct-24  
PERIOD TO: 14-Jun-24  
CONTRACT #: 23-308

A Item No.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D			E		G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G/C)	I BALANCE TO FINISH (C-G)	RETAINAGE	
			WORK COMPLETED			This application						TO DATE
			Previous Applications	Work in Place	Stored material (not in D or E)	TO DATE						
						TO FINISH						
<b>ORIGINAL SCOPE</b>												
1	Management	77,400.00	0.00	0.00	0.00	0.00	0.00	0%	77,400.00	0.00		
2	Labor	30,170.00	0.00	0.00	0.00	0.00	0.00	0%	30,170.00	0.00		
3	Demo	49,000.00	0.00	0.00	0.00	0.00	0.00	0%	49,000.00	0.00		
4	Wall Repairs and Painting	24,500.00	0.00	0.00	0.00	0.00	0.00	0%	24,500.00	0.00		
5	Partitions	31,500.00	0.00	0.00	0.00	0.00	0.00	0%	31,500.00	0.00		
6	Sinks/Faucets	21,000.00	0.00	0.00	0.00	0.00	0.00	0%	21,000.00	0.00		
7	Soap Dispensers	2,800.00	0.00	0.00	0.00	0.00	0.00	0%	2,800.00	0.00		
8	Hand Dryers	23,520.00	0.00	0.00	0.00	0.00	0.00	0%	23,520.00	0.00		
9	Hands Free Valves urinals/toilets	21,000.00	0.00	0.00	0.00	0.00	0.00	0%	21,000.00	0.00		
10	Vanities	37,170.00	0.00	0.00	0.00	0.00	0.00	0%	37,170.00	0.00		
11	Lighting	21,000.00	0.00	0.00	0.00	0.00	0.00	0%	21,000.00	0.00		
12	Mirrors	1,978.00	0.00	0.00	0.00	0.00	0.00	0%	1,978.00	0.00		
13	Refurbish Flooring	21,000.00	0.00	0.00	0.00	0.00	0.00	0%	21,000.00	0.00		
14	Ramp for 2nd/3rd Floor Restrooms	5,040.00	0.00	0.00	0.00	0.00	0.00	0%	5,040.00	0.00		
15	Covers for Exhaust Fans	1,680.00	0.00	0.00	0.00	0.00	0.00	0%	1,680.00	0.00		
16	Temp ADA Toilet Trailers	10,000.00	0.00	0.00	0.00	0.00	0.00	0%	10,000.00	0.00		
17	Architect	7,000.00	0.00	0.00	0.00	0.00	0.00	0%	7,000.00	0.00		
18	Permits	11,363.00	0.00	0.00	0.00	0.00	0.00	0%	11,363.00	0.00		
19	Bonds	5,957.00	5,957.00	0.00	0.00	5,957.00	100%	0.00	0.00	0.00		
20	Profit	60,615.00	0.00	0.00	0.00	0.00	0%	60,615.00	0.00	0.00		
21	Contengency	40,307.00	0.00	0.00	0.00	0.00	0%	40,307.00	0.00	0.00		
<b>PAGE TOTALS</b>		<b>504,000.00</b>	<b>5,957.00</b>	<b>0.00</b>	<b>0.00</b>	<b>5,957.00</b>	<b>1%</b>	<b>498,043.00</b>	<b>0.00</b>			



AIA Document G702, APPLICATION AND CERTIFICARE FOR PAYMENT,  
containing Contractor's signed Certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use column I on contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 2  
APPLICATION DATE: 18-Jun-24  
PERIOD FROM: 24-Oct-24  
PERIOD TO: 14-Jun-24  
CONTRACT #: 23-308

A	B	C	D	E	F	G		H	I
Item No.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED			TOTAL COMPLETED AND STORED	%	BALANCE	RETAINAGE
			Previous Applications	This application					
				Work In Place	Stored material (not in D or E)	TO DATE (D+E+F)	(G/C)	TO FINISH (C-G)	
	<b>EMERGENCY SCOPE</b>								
	<b>TEMP RESTROOM TRAILERS</b>								
	Restroom Trailers Rental	17,375.00	17,375.00	0.00		17,375.00	100%	0.00	0.00
	Electrical for Trailers	3,454.00	3,454.00	0.00		3,454.00	100%	0.00	0.00
	Plumbing for Trailers	2,075.00	2,075.00	0.00		2,075.00	100%	0.00	0.00
	Fencing Alterations at Parking Lot	1,300.00	1,300.00	0.00		1,300.00	100%	0.00	0.00
	Labor	32,900.00	32,900.00	0.00		32,900.00	100%	0.00	0.00
	Material	8,226.00	8,226.00	0.00		8,226.00	100%	0.00	0.00
	Environmental Test / Exploratory Demo	23,823.00	23,823.00	0.00		23,823.00	100%	0.00	0.00
	Overhead and Profit	13,372.95	13,372.95	0.00		13,372.95	100%	0.00	0.00
	Restroom Trailers Rental Extension to 12-15-23	30,050.00	30,050.00	0.00		30,050.00	100%	0.00	0.00
	Overhead and Profit	4,507.50	4,507.50	0.00		4,507.50	100%	0.00	0.00
	<b>PAGE TOTALS</b>	<b>137,083.45</b>	<b>137,083.45</b>	<b>0.00</b>	<b>0.00</b>	<b>137,083.45</b>	<b>100%</b>	<b>0.00</b>	<b>0.00</b>

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use column I on contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 3  
 APPLICATION DATE: 18-Jun-24  
 PERIOD FROM: 24-Oct-24  
 PERIOD TO: 14-Jun-24  
 CONTRACT #: 23-308

A Item No.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED			G TOTAL COMPLETED AND STORED		H BALANCE TO FINISH (C-G)	I RETAINAGE
			Previous Applications	This application		TO DATE (D+E+F)	%		
				Work in Place	Stored material (not in D or E)				
	<b>EMERGENCY SCOPE</b>								
	<b>REPLACE LOCKS AT OFFICE/JANITOR DOORS</b>								
	Labor (10/1-10/14)	21,009.88	21,009.88	0.00		21,009.88	100%	0.00	
	Material	2,026.12	2,026.12	0.00		2,026.12	100%	0.00	
	Nora Management	720.00	720.00	0.00		720.00	100%	0.00	
	Overhead and Profit	3,563.40	3,563.40	0.00		3,563.40	100%	0.00	
	<b>REPLACE LOCKS AT OFFICE/JANITOR DOORS</b>								
	Labor (10/16-10/21)	1,980.00	1,980.00	0.00		1,980.00	100%	0.00	
	Material	2,204.82	2,204.82	0.00		2,204.82	100%	0.00	
	Nora Management	720.00	720.00	0.00		720.00	100%	0.00	
	Overhead and Profit	735.72	735.72	0.00		735.72	100%	0.00	
	<b>BATHROOM TRAILERS DECOMMISSIONING</b>								
	Labor (10/23-12-28)	6,675.00	0.00	6,675.00		6,675.00	100%	0.00	
	Material	260.00	0.00	260.00		260.00	100%	0.00	
	Nora Management	1,440.00	0.00	1,440.00		1,440.00	100%	0.00	
	Overhead and Profit	1,256.25	0.00	1,256.25		1,256.25	100%	0.00	
	<b>BATHROOM REPAIR &amp; DOOR HARDWARE REPAIR</b>								
	Labor (12/29-05/03/24)	9,105.00	0.00	9,105.00		9,105.00	100%	0.00	
	Material	0.00	0.00	0.00		0.00	0%	0.00	
	Nora Management	1,440.00	0.00	1,440.00		1,440.00	100%	0.00	
	Overhead and Profit	1,581.75	0.00	1,581.75		1,581.75	100%	0.00	
	<b>PAGE TOTALS</b>	<b>54,717.94</b>	<b>32,959.94</b>	<b>21,758.00</b>	<b>0.00</b>	<b>54,717.94</b>	<b>100%</b>	<b>0.00</b>	
	<b>GRAND TOTALS</b>	<b>695,801.39</b>	<b>176,000.39</b>	<b>21,758.00</b>	<b>0.00</b>	<b>197,758.39</b>	<b>28%</b>	<b>498,043.00</b>	



3939 Bellevue St  
 Detroit, MI. 48207  
 office: (313)499-8891

**"Quality and Performance Guaranteed"**

Name: Nora Contracting C/O Calvin Hall  
 Address: 3633 Michigan Ave, suite 260  
 City: Detroit State: MI Zip: 48216  
 Phone: 313-263-0040 Fax: \_\_\_\_\_

Invoice # N/A  
 Job ID: BPA-2023  
 Job Location: Barber Preparatory Academy  
45 E Buena Vista St  
Highland Park, MI. 48203

Extra  Down Payment  Progress Payment Terms: TBD  
 Final Payment  Day Work  Contract Start/Date: \_\_\_\_\_ End/Date: \_\_\_\_\_

**Description Of Work Performed**

**INVOICE**

Services Provided Oct. 23-Dec. 6, 2023:  
 – site visits and equipment monitoring  
 – safety & traffic monitoring (parking lot)  
 – portable restroom monitoring (power, heaters, accessibility, etc)  
 – repair stairwell exit device  
 – repair 2nd floor bath fixtures  
 – service flush controls (unit flooded) and vanity fixtures  
 – door hardware services (2-lockout and 4-inaccessible rooms\_209 A,B, office, storage, & mechanical)  
 Total: 56 hours @ \$75.00 = \$4,200.00

Services Provided Dec. 7-Dec. 28, 2023:  
 – temp. restroom trailers and traffic controls removal  
 – site visits, consultations, and meetings  
 – asbestos testing (kindergarten)  
 – water leak 2nd floor bath (boys)  
 Total: hours @ \$75.00 = \$2,475.00

comments

**Summary**

Labor ..... \$6,675.00  
 Materials ..... \$260.00 (attached)  
 Change Order # ..... \_\_\_\_\_  
 Contract Amount # ..... \_\_\_\_\_  
 Overhead # ..... \_\_\_\_\_  
 Profit # ..... \_\_\_\_\_  
 Mobilization #..... \_\_\_\_\_

**Subtotal:** \$6,935.00

Less Previous Payments: \_\_\_\_\_

Other: \_\_\_\_\_

**Tax:** \_\_\_\_\_

**Grand Total:** \$6,935.00

I accept the scope and terms and approve the mobilization, start, delivery of materials and/or completion of work/services

Owner or Rep. \_\_\_\_\_

**X** \_\_\_\_\_ date

**X**  \_\_\_\_\_ date  
 New Day Rep. \_\_\_\_\_ date

**Email: eric@newdaydetroit.com**

## Terms and Conditions

1. **Our Scope of Work/Specifications/Change orders/Unforeseen Conditions.** The attached specifications are incorporated herein and define the entire scope of our work under this agreement. Any and all prior quotes, warranties or representations for our work are superseded by this Agreement. We will not provide any additional labor or materials unless you and we sign a change order or it is an unforeseen condition described below.
2. **3-Day Right to Cancel.** If this agreement is subject to a 3-day right to cancel, we will not be required to commence work until we are satisfied that you have not cancelled or rescinded the agreement.
3. **Substantial Completion.** Substantial Completion means when our work is ready for normal use, subject to minor punch list items.
4. **Your selections or material.** You agree to timely make any required decisions to allow our work to proceed on schedule. If you are supplying any material or equipment or performing any work outside the scope of this agreement, you agree not to interfere with our work or schedule. If you fail to do so, we reserve the right to increase the contract price for our additional costs.
5. **Delivery.** The signature and/or reasonable proof of our delivery driver shall constitute proof of delivery. We are not responsible for theft, loss or damage to materials or products after delivery to your project. You agree to inspect all products upon delivery. All claims for defects, damage, shortages or improper delivery must be made in writing within three days of delivery or else they are waived.
6. **Returns.** No materials are to be returned or credit allowed without our prior authorization. Authorized returns in good condition are credited at invoice price. Special ordered, non-stock merchandise may not be returned. All returns for credit must be accompanied by a purchase receipt. All material picked up by us to be returned for credit will be credited at invoice price less 15% to cover handling and expenses.
7. **Unforeseen Conditions and Delays.** We are not responsible for extra costs or delays due to hidden or unknown contingencies found at the job site. Contingencies include, but are not limited to: hidden or unforeseen events, waste pipes, air shafts, ducts, grilles, louvers and registers; the need for relocation of concealed pipes, risers, wiring or conduits; or imperfections, rotting or decay in the structure or parts thereof necessitating replacement. In the event such contingencies arise and you request us to, or under the circumstances existing to avoid damage we believe we are required to, furnish labor or materials or otherwise perform extra work not provided for in our scope of work, you agree to pay our actual costs plus our markup for the work involved upon receipt of invoice unless we agree otherwise in a change order. Material availability and commencement dates, when given, shall be deemed approximate, and performance is subject to delays caused by strikes, fires, acts of God, availability of products and work crews at the time of delivery and other causes not reasonably under our control.
8. **Payment Terms/Seller's rights on non-payment.** If any payment is not paid when due, a time-price differential charge of 1.25%/mo will be added to the past due amount. Any claim for adjustment or credit on an item shall not be cause for failure to make payment in full of remaining items. You agree to also pay our costs and expenses, including reasonable attorneys fees, which we incur in collecting any or all past due amounts you owe. If we record a construction lien to secure our right to payment, a service charge minimum of \$200 up to 20% will be added to your account balance. In addition to our other rights, if you fail to make payments timely or if we are concerned that you may not be able to make your payments timely, we can withhold materials or discontinue services or require you to furnish acceptable security or payment in advance prior to continuation of our work.
9. **Warranty/Limitations of liability.** You are entitled to any warranties from the manufacturers of the fixtures, appliances or other materials that are made to consumers. Expressly contingent on payment in full of our invoices, we provide a (18) month limited warranty to repair any defects in workmanship, only, to the extent the workmanship is inconsistent with customary industry practices. **WE MAKE NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING WARRANTIES AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** In the event of any liability not otherwise disclaimed, your sole and exclusive remedy is, at our option, (A) we will repair or replace the defective workmanship or (B) we will refund the purchase price of the defective work. **YOU AGREE THAT NO OTHER REMEDY, INCLUDING, BUT NOT LIMITED TO, INCIDENTAL OR CONSEQUENTIAL DAMAGES, SHALL BE AVAILABLE.** Any claim against us must be made, in writing, to us within (18) months of the date of substantial completion of our work by Seller or else it is waived.
10. **Construction Lien Act notification.** Residential Builders, Residential Maintenance and Alteration Contractors, Electricians and Plumbers are required to be licensed under the laws of the State of Michigan.
11. **Electronic Communications.** Unless one of us opts out, we may communicate with each other by email, text or other means of electronic communication. We may rely on the email address you supplied above unless you notify us at the email address: [newpaint@att.net](mailto:newpaint@att.net) of any change or call us at 313-499-8891.
12. **Co-Customers.** If there is more than one Customer, each of you is jointly and severally responsible to pay for our work. This means you are each obligated to pay up to the entire amount owed, even if only one of you ordered a particular product or work to be done. Delivery of invoices or statements to one of you is delivery to each of you and receipts or change orders signed by one of you or instructions given by one of you will be binding on the other.

---

Signature of Acknowledgement

Date



Thanks you for your payment! For further inquiries, please contact [Lab@2etc.com](mailto:Lab@2etc.com)

**Which Branch is this charge for?**

ETL

**Name**

Eric Tidwell

**Email**

[jem4tidwell@yahoo.com](mailto:jem4tidwell@yahoo.com)

**Phone**

(313) 363-9675

**PO Number**

263824, 263825

**Address**

17092 Magnolia Pkwy  
Southfield, Michigan 48075  
United States  
[Map It](#)

**Credit Card**

MasterCard  
XXXXXXXXXXXX5299

**Order**

Product	Qty	Unit Price	Price
Price	1	\$260.00	\$260.00
<b>Sub Total</b>			<b>\$260.00</b>
<b>Total</b>			<b>\$260.00</b>



**ENVIRONMENTAL TESTING  
LABORATORIES, INC.**

37575 W HURON RIVER DRIVE  
ROMULUS, MICHIGAN 48174  
(734) 955-6600  
FAX: (734) 955-6604

To: JEM Company  
17092 Magnolia Pkwy  
Southfield, MI 48079

ETL Job: 263824  
Client Project: N/A

Attention: Eric Tidwell  
Project Location: 45 E. Buena Vista  
BPA

Lab Sample Number	Client Sample Number	Sample Type	Completed
1608170	1	Asbestos	12/22/2023
1608171	2	Asbestos	12/22/2023
1608172	3	Asbestos	12/22/2023

Reviewed by:   
Jessica Dilworth



# Certificate of Analysis

Environmental Testing Laboratories, Inc.  
 37575 W Huron River Drive  
 Romulus, Michigan 48174  
 (734) 955-6600, Fax: (734) 955-6604

## Polarized Light Microscopy Asbestos Analysis Report

To : JEM Company  
 17092 Magnolia Pkwy  
 Southfield, MI 48079

Location : 45 E. Buena Vista  
 BPA

ETL Job : 263824  
 Client Project : N/A  
 Date Collected : 12/15/2023  
 Date Received : 12/21/2023

Sample	Description	Appearance	% Fibrous	% Non-Fibrous	% Asbestos
1608170 1 Classroom Floor Layer-1 Analyst: Emily Spotts Date Analyzed : 12/22/2023	VCT	Tan Non-Fibrous Homogenous	PLM 2% Cellulose	PLM 96% Other	PLM 2% Chrysotile
1608170 1 Classroom Floor Layer-2 Analyst: Emily Spotts Date Analyzed : 12/22/2023	Mastic	Black Non-Fibrous Homogenous	PLM Trace Cellulose	PLM 100% Other	PLM None Detected
1608171 2 Coat Room / Cot Layer-1 Analyst: Emily Spotts Date Analyzed : 12/22/2023	VCT	Tan Non-Fibrous Homogenous	PLM Trace Cellulose	PLM 100% Other	PLM Trace Chrysotile
1608171 2 Coat Room / Cot Layer-2 Analyst: Emily Spotts Date Analyzed : 12/22/2023	Mastic	Tan Non-Fibrous Homogenous	PLM 4% Cellulose	PLM 96% Other	PLM None Detected
1608172 3 Classroom Storage Layer-1 Analyst: Emily Spotts Date Analyzed : 12/22/2023	VCT	Brown Non-Fibrous Homogenous	PLM 20% Cellulose	PLM 80% Other	PLM None Detected
1608172 3 Classroom Storage Layer-2 Analyst: Emily Spotts Date Analyzed : 12/22/2023	Mastic	Tan Non-Fibrous Homogenous	PLM 25% Cellulose	PLM 75% Other	PLM None Detected

ETL, Inc. maintains liability limited to cost of analysis. This report relates only to the samples reported and may not be reproduced without written approval by ETL, Inc. Test Method EPA 600/R-93-116 & EPA 600/M4-82/020 or NYSDOH-ELAP item 198.1 and/or 198.6 was used to analyze all samples. Matrix interference and/or resolution limits (i.e. detecting asbestos in non-friable organically bound materials) may yield false results in certain circumstances. Quantitative transmission electron microscopy (TEM) is currently the only method that can pronounce materials as non-asbestos containing. Interpretation and use of test results are the responsibility of the client. ETL, Inc. is not responsible for the accuracy of the results when requested to physically separate and analyze layered samples. Any PLM results below 10% should be re-analyzed using the EPA recommended Point Count method. Any material that has greater than 1% asbestos content is considered to be an Asbestos Containing Material (ACM). These materials are regulated by both OSHA and the EPA and must be treated accordingly. Results are related to only to samples that were tested. An estimate of uncertainty can be provided at the client's request.

Polarized Light Microscopy Asbestos Analysis Report

To : JEM Company  
 17092 Magnolia Pkwy  
 Southfield, MI 48079  
 Location : 45 E. Buena Vista  
 BPA

ETL Job : 263824  
 Client Project : N/A  
 Date Collected : 12/15/2023  
 Date Received : 12/21/2023

Sample	Description	Appearance	% Fibrous	% Non-Fibrous	% Asbestos
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*Edwin Kibini*

Lab Supervisor/Other Signatory

Analyst:

*Emily Spotts*

Emily Spotts

400 Point Count Results by EPA 600/R-93/116 PLM (denoted by "PC")  
 Item 198.1: PLM Methods for Identifying and Quantitating Asbestos in Bulk Samples  
 Item 198.6: PLM Methods for Identifying and Quantitating Asbestos in Non-Friable Organically Bound Bulk Samples  
 EPA 600/R-93/116: Method for Determination of Asbestos in Bulk Building Materials  
 EPA 600/M4-82-020: Interim Method for Determination of Asbestos in Bulk Insulation Samples  
 A % Asbestos result of "Trace" indicates that the analyzed material was found to contain less than 1% asbestos and would not be considered an Asbestos Containing Material (ACM).

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3939 Bellevue St  
 Detroit, MI. 48207  
 office: (313)499-8891

**"Quality and Performance Guaranteed"**

Name: Nora Contracting C/O Calvin Hall  
 Address: 3633 Michigan Ave, suite 260  
 City: Detroit State: MI Zip: 48216  
 Phone: 313-263-0040 Fax: \_\_\_\_\_

Invoice # N/A  
 Job ID: BPA-2024  
 Job Location: Barber Preparatory Academy  
45 E Buena Vista St  
Highland Park, MI. 48203

Extra  Down Payment  Progress Payment Terms: TBD  
 Final Payment  Day Work  Contract Start/Date: \_\_\_\_\_ End/Date: \_\_\_\_\_

**INVOICE**

**Description Of Work Performed**

Services Provided Dec. 29-May 3, 2023:

- Repair bathroom faucets (2nd floor girls & boys)
- New programmable door hardware (rms: 207, 209 A, 209 B, 217, 317)
- Project consultations and site visits
- Service 2nd floor bath partitions (girls), service storage & auxiliary office/class door
- Repair 1st floor boys partition, service faucets, fire door exit device
- Repair exterior playground access door exit device
- Repair interior hallway fire doors (3) and repair (2) exit device
- 2nd floor boys urinal
- Repair 1st floor boys barrier free entrance and reset hardware
- Service office keypad entry and program to admin.

Total: 33 hours @ \$75.00 = \$2,475.00  
 Total: 102 hours @ \$65.00= \$6,630.00

comments

**Summary**

Labor ..... \$9,105.00  
 Materials ..... \_\_\_\_\_  
 Change Order # ..... \_\_\_\_\_  
 Contract Amount # ..... \_\_\_\_\_  
 Overhead # ..... \_\_\_\_\_  
 Profit # ..... \_\_\_\_\_  
 Mobilization #..... \_\_\_\_\_  
**Subtotal:** \$9,105.00  
 Less Previous Payments: \_\_\_\_\_  
 Other: \_\_\_\_\_  
 Tax: \_\_\_\_\_  
**Grand Total:** \_\_\_\_\_

I accept the scope and terms and approve the mobilization, start, delivery of materials and/or completion of work/services

Owner or Rep. \_\_\_\_\_

**X** \_\_\_\_\_ date

**X**  June 16, 2024  
 New Day Rep. \_\_\_\_\_ date

Email: eric@newdaydetroit.com

## Terms and Conditions

1. **Our Scope of Work/Specifications/Change orders/Unforeseen Conditions.** The attached specifications are incorporated herein and define the entire scope of our work under this agreement. Any and all prior quotes, warranties or representations for our work are superseded by this Agreement. We will not provide any additional labor or materials unless you and we sign a change order or it is an unforeseen condition described below.
2. **3-Day Right to Cancel.** If this agreement is subject to a 3-day right to cancel, we will not be required to commence work until we are satisfied that you have not cancelled or rescinded the agreement.
3. **Substantial Completion.** Substantial Completion means when our work is ready for normal use, subject to minor punch list items.
4. **Your selections or material.** You agree to timely make any required decisions to allow our work to proceed on schedule. If you are supplying any material or equipment or performing any work outside the scope of this agreement, you agree not to interfere with our work or schedule. If you fail to do so, we reserve the right to increase the contract price for our additional costs.
5. **Delivery.** The signature and/or reasonable proof of our delivery driver shall constitute proof of delivery. We are not responsible for theft, loss or damage to materials or products after delivery to your project. You agree to inspect all products upon delivery. All claims for defects, damage, shortages or improper delivery must be made in writing within three days of delivery or else they are waived.
6. **Returns.** No materials are to be returned or credit allowed without our prior authorization. Authorized returns in good condition are credited at invoice price. Special ordered, non-stock merchandise may not be returned. All returns for credit must be accompanied by a purchase receipt. All material picked up by us to be returned for credit will be credited at invoice price less 15% to cover handling and expenses.
7. **Unforeseen Conditions and Delays.** We are not responsible for extra costs or delays due to hidden or unknown contingencies found at the job site. Contingencies include, but are not limited to: hidden or unforeseen events, waste pipes, air shafts, ducts, grilles, louvers and registers; the need for relocation of concealed pipes, risers, wiring or conduits; or imperfections, rotting or decay in the structure or parts thereof necessitating replacement. In the event such contingencies arise and you request us to, or under the circumstances existing to avoid damage we believe we are required to, furnish labor or materials or otherwise perform extra work not provided for in our scope of work, you agree to pay our actual costs plus our markup for the work involved upon receipt of invoice unless we agree otherwise in a change order. Material availability and commencement dates, when given, shall be deemed approximate, and performance is subject to delays caused by strikes, fires, acts of God, availability of products and work crews at the time of delivery and other causes not reasonably under our control.
8. **Payment Terms/Seller's rights on non-payment.** If any payment is not paid when due, a time-price differential charge of 1.25%/mo will be added to the past due amount. Any claim for adjustment or credit on an item shall not be cause for failure to make payment in full of remaining items. You agree to also pay our costs and expenses, including reasonable attorneys fees, which we incur in collecting any or all past due amounts you owe. If we record a construction lien to secure our right to payment, a service charge minimum of \$200 up to 20% will be added to your account balance. In addition to our other rights, if you fail to make payments timely or if we are concerned that you may not be able to make your payments timely, we can withhold materials or discontinue services or require you to furnish acceptable security or payment in advance prior to continuation of our work.
9. **Warranty/Limitations of liability.** You are entitled to any warranties from the manufacturers of the fixtures, appliances or other materials that are made to consumers. Expressly contingent on payment in full of our invoices, we provide a (18) month limited warranty to repair any defects in workmanship, only, to the extent the workmanship is inconsistent with customary industry practices. **WE MAKE NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING WARRANTIES AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** In the event of any liability not otherwise disclaimed, your sole and exclusive remedy is, at our option, (A) we will repair or replace the defective workmanship or (B) we will refund the purchase price of the defective work. **YOU AGREE THAT NO OTHER REMEDY, INCLUDING, BUT NOT LIMITED TO, INCIDENTAL OR CONSEQUENTIAL DAMAGES, SHALL BE AVAILABLE.** Any claim against us must be made, in writing, to us within (18) months of the date of substantial completion of our work by Seller or else it is waived.
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Signature of Acknowledgement

Date