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

STATE OF MICHIGAN

DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET

STATE FACILITIES ADMINISTRATION

MICHSPEC™ 2008 VERSION, OWNER AND CONTRACTOR

STANDARD CONTRACT FORMS AND CONDITIONS OF THE CONTRACT

MICHSPEC™ No. 97.0820 – 00020 THROUGH 97.0820 – 00440

RELEASED ON NOVEMBER 1, 1997.

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

File No. 751/22413.CTS
Department of Natural Resources
Bay City State Park Campground Improvements
Bay City, MI

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SECTION 00020 GLOSSARY

1.1 Defined Terms:

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

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

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

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

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

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

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

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

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

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

STATE OF MICHIGAN MODEL
Developed from FORMSPEC™ Michigan Model.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Delay– Any act or omission or other event that in any manner adversely affects or alters the schedule, progress or completion of all or any part of the Work. Delay is a generic term intended to include deferral, stoppage, slow down, interruption and extended performance, and all related hindrance, rescheduling, disruption, interference, inefficiency and productivity and production losses. Tariffs, trade restrictions, or governmental pricing measures do not constitute a Delay and shall not excuse performance or entitle the **Contractor** to additional compensation or time.

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

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

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

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

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

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

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

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

General Requirements– Division 1 of the Specifications.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Substantial Completion– The Work, or a portion of the Work designated in the Contract Documents as eligible for separate Substantial Completion, has been completed in accordance with the Contract Documents, to the extent that the **Owner** can use or occupy the

entire Work, or the designated portion of the Work, for the use intended without any outstanding, concurrent Work at the site, except as may be required to complete or correct Punch List items. Prerequisites for Substantial Completion, over and above the extent of Work completion required, include (a) receipt by the **Owner** of operating and maintenance documentation, (b) all systems have been successfully tested and demonstrated by the **Contractor** for their intended use, and (c) the **Owner** having received all required certifications and/or occupancy approvals from the State and those Political Subdivisions having jurisdiction over the Work. Receipt of all certifications and/or occupancy approvals from those Political Subdivisions with jurisdiction in and of itself does not necessarily connote Substantial Completion.

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

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

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

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

Tariffs– means any duties, taxes, fees, charges, or other assessments of any kind imposed by any federal authority on the importation of goods, products or materials, including but not limited to customs duties; Section 201, 232, and 301 tariffs; antidumping and countervailing duties; import surcharges; merchandise processing fees; harbor maintenance fees; and any comparable or successor governmental assessments applicable to imported goods, products or materials.

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

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

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

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

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

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

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

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

1.2 Division 0 Rules of Construction:

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

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

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

END OF SECTION 00020

SECTION 00030 ADVERTISEMENT

1. Invitation to Bid (ITB) – Your firm is invited to submit a Bid. The State of Michigan as the Owner will receive **bids electronically through the SIGMA VSS website at SIGMA VSS** until 2:00 p.m., ET, on 11/11/2026. The State reserves the right to cancel this Invitation to Bid (ITB) or change the date and time for submitting Bids by announcing same at any time before the established date and time for Bid opening. Bids must remain open for acceptance by the Owner for no less than the Bid hold period. Contractor may agree to extend the Bid hold period. However, any such extension must be based upon no increase in the Bid Price and/or Contract Time. As a public record, all portions of the proposal response and resulting Contract are subject to disclosure as required under Michigan's Freedom of Information Act (FOIA), MCL 15.231, *et seq*., including but not limited to any required project documentation utilized throughout the entirety of the contract. However, the State may exempt some information from disclosure as permitted by law. The State reserves the right to determine whether materials submitted by a bidder fall under applicable FOIA exemptions.

2. Work Description – The Work, Bay City State Park Improvements, File No. 751/22413.CTS includes, but is not necessarily limited to remove, replace, and expand the sanitation station, replacement of all watermain and service leads within the campground, including the removal and replacement of jug fillers with addition of three new hydrants. Addition of 27 new full-hook-up camp sites with water and sanitary sewer service. Removal and replacement of all electrical within the campground. Minor grading to improve stormwater drainage. The site is located at 3582 State Park Dr., Bay City, MI 48706, as shown on the Drawings.

3. Bidding Documents – Sets of Bidding Documents may be obtained at: **SIGMA VSS**

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

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

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

5. Pre-Bid Conference – A MANDATORY pre-bid conference will be held at 3582 State Park Dr., Bay City, MI 48706, MI on 10/28/2026 at 1:00PM ET. A tour of the site will immediately follow the conference. All prospective Bidders and other parties interested in the Work are REQUIRED to attend the tour, if held. Addenda may be issued, in response to issues raised at the pre-bid conference and tour, or as the **Owner** and/or **Professional** may otherwise consider necessary. An individual is only permitted to represent one bidder at a mandatory Pre-Bid Conference.

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

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

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

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

9. Contact Person – All requests or inquiries concerning the Bidding Documents, or the Work shall be addressed to Kristofer Enlow at kenlow@bria2.com.

10. Award – Subject to any agreed extension of the period for holding Bids, Bids shall remain valid for acceptance by the **Owner** for ninety (90) Calendar Days after the date of Bid opening. In addition, the **Owner** expressly reserves the right, within the **Owner's** sole discretion, to reject any or all Bids, to waive any irregularities, to issue post-Bid Addenda and rebid the Work without re-advertising, to re-advertise for Bids, to withhold the award for any reason the **Owner** determines and/or to take any other appropriate action.

END OF SECTION 00030

SECTION 00100 INSTRUCTIONS TO BIDDERS

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STATE OF MICHIGAN MODEL

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ARTICLE 1 BIDDING DOCUMENT INTERPRETATIONS

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

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

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

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

ARTICLE 2 QUALIFICATIONS OF BIDDERS

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

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

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

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

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

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

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

vehicular traffic, restoration of lands and property under the control of the State or a Political Subdivision, taxes, Tariffs, permits and licensing.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 4 INTERPRETATIONS; ADDENDA

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

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

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

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

ARTICLE 5 BID SECURITY

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

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

State Facilities Administration
Design & Construction Division

3111 W. St. Joseph Street
Lansing, Michigan 48917

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

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

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

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

ARTICLE 6 CONTRACT TIME; LIQUIDATED DAMAGES

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

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

ARTICLE 7 MATERIALS AND EQUIPMENT

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

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

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

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

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

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

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

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

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

ARTICLE 8 SUBCONTRACTORS

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

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

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

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

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

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

ARTICLE 9 BID FORM AND BID FORM ATTACHMENTS

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

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

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

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

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

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

ARTICLE 10 PREPARATION AND SUBMISSION OF BIDS

10.1. **Prevailing Wage and Asbestos Abatement Project Requirements:**

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

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

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

10.2. **Bids must be submitted electronically through the SIGMA VSS website at SIGMA VSS**

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

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

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

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

10.6. The Bidder's Base Bid and Alternate Bid prices shall include, and payment for completed Work shall be compensation in full for, all services, obligations, responsibilities, management, supervision, labor, materials, commodities (including all fuel, gas, or other consumables necessary to operate any equipment), devices, equipment, construction equipment, general conditions, permits, patent fees and royalties, testing, inspection and approval responsibilities, warranties, temporary facilities, small tools, supplies, Bonds, insurance, taxes, Tariffs, mobilization, close-out, overhead and profit and all connections, appurtenances and any other incidental items of any kind or nature, as are necessary to complete the Work, in a neat, first quality, workmanlike and satisfactory manner in accordance with the Drawings and Specifications and as otherwise required to fulfill the requirements of the Bidding Documents. Except as otherwise provided in the Contract, the Bidder assumes all risk of increases in prices for all services, obligations, responsibilities, management, supervision, labor, materials, commodities (including all fuel, gas, or other consumables necessary to operate any equipment), devices, equipment, construction equipment, general conditions, permits, patent fees and royalties, testing, inspection and approval responsibilities, warranties, temporary facilities, small tools, supplies, Bonds, insurance**,** taxes, Tariffs, mobilization, close-out, overhead and profit and all connections, appurtenances and any other incidental items of any kind or nature, as are necessary to complete the Work. Unless otherwise provided for under the Contract, no adjustment to the Contract Price, and no claim for additional compensation, reimbursement, or relief of any kind, shall be allowed on account of any such price increases, market fluctuations, supply chain impacts, or other cost escalations occurring before or during performance of the Work.

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

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

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

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

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

ARTICLE 11 BID WITHDRAWAL

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

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

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

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

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

11.6. If the **Director-DCD**, or his/her designee, concurs with the Bid withdrawal claim and the **Owner** suffers no serious prejudice, except loss of bargain, the **Owner** will allow the Bidder to withdraw its Bid will return the Bidder's Bid Security within a reasonable time. However, that Bidder will not be allowed to submit another Bid for the Work. The decision of the **Director-DCD**, or his/her designee, shall be final and binding on any such Bidder.

ARTICLE 12 BID OPENING; OBJECTION TO THE AWARD

12.1. Each Bidder bears sole responsibility **to submit their bid electronically through the SIGMA VSS website at SIGMA VSS**

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

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

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

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

ARTICLE 13 BIDS TO REMAIN OPEN

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

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

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

ARTICLE 14 AWARD OF THE CONTRACT

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

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

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

- The Bidder's business integrity.
- The Bidder's past performance.

  Bidder's past performance will include its performance on current or prior DTMB contracts, including whether any termination or default actions were initiated against the Bidder or any officer of the Bidder's company while part of another organization within the past 5 years. Any MIOSHA/OSHA violations within the past 3 years will also be taken into consideration. The Bidder must disclose any such instances during the evaluation. Any misrepresentation may result in the Bidder being found not responsible. Past performance issues are not, by themselves, necessarily automatic grounds for a determination of non-responsibility. Instead, the process and explanation provided by the Bidder regarding how similar issues will be prevented under this contract and the measures the Bidder will implement to ensure they do not recur will be considered.

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

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

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

Some qualitative components that may be evaluated are:

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

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

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

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

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

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

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

14.4 If the Owner, either through the Director-DCD or his/her designee, or the Board, intends to disqualify any Bidder under consideration for award, written notice of the impending disqualification will be provided by the Owner (including reasons for the disqualification) to that Bidder and those Bidders remaining under consideration to the award. If the disqualified Bidder has any objection to the disqualification that Bidder shall, within two (2) Business Days, file a written protest, as provided in paragraph 12.2, and follow the protest procedures in paragraphs 12.3 through 12.5. The decision of the Board shall be final and binding on the disqualified Bidder.

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

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

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

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

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

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

*14.11. Unfair Labor Practice - Bidders who have been found in contempt of court by a Federal Court of Appeals on not less than three occasions involving different violations during the preceding seven (7) years for failure to correct an unfair labor practice prohibited by Section 8 of Chapter 372 of the National Labor Relations Act, 29 U.S.C. 158 are not eligible to be awarded the Contract. A register of employers in violation of this requirement is compiled by the Michigan Department of Energy, Labor and Economic

Growth pursuant to 1980 PA 278, MCL 423.321 et seq. Further, the Bidder awarded the Contract shall not use any Subcontractors or Suppliers on the Work whose name appears on the register. According to Section 4 of 1980 PA 278, any contract entered into by the State may be declared void and rescinded to the extent the Bidder awarded the Contract or any Subcontractor, manufacturer, or Supplier awarded Work under the Contract subsequently appears in the register compiled by the Department of Consumer and Industry Services.

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

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

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

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

ARTICLE 15 EXECUTION OF THE AGREEMENT

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

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

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

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

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

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

15.7. The Notice to Proceed shall be authorized by the **Director-DCD** or his/her designee. Subject to the provisions of Article 13 and compliance with paragraphs 15.2 through 15.4, the Notice to Proceed shall designate a Date of Commencement of the Contract Time no later than sixty (60) Calendar Days after the date ending the Bid hold period, or thirty (30) Calendar Days after

receipt by the **Owner** of the executed Section 00500 Agreement and acceptable, executed Section 00610 Performance Bond and Section 00620 Payment Bond, whichever last occurs, unless otherwise directed in writing by the **Owner**.

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

ARTICLE 16 MOBILIZATION PAY ITEM

16.1. The mobilization pay item, if designated in the Specifications and/or the Bid Schedule in Section 00300 Bid Form, shall be intended to cover, at least in part, up-front costs incurred by the **Contractor** from Contract Award until sixty (60) Calendar Days after the **Contractor** starts the Work. Allowable mobilization items shall be as itemized in the Schedule of Values approved by the **Professional**, and may include costs incurred by the **Contractor** (a) in establishing temporary site offices and other facilities specified in the Specifications, (b) in obtaining permits required to commence the Work, (c) for premiums for the required Section 00610 Performance Bond and Section 00620 Payment Bond, (d) for insurance obtained by the **Contractor** to comply with the requirements of the Contract Documents, and (e) in complying with the Revision 0 Schedule and Cost Submittal requirements.

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

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

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

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

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

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

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

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

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

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

END OF SECTION 00100

ATTACHMENT A TO SECTION 00100 – BIDDER'S CHECK LIST

PROFESSIONAL – Beckett & Raeder, Inc.

WORK – Bay City State Park Campground Improvements

FILE No. – 751/22413.CTS

BEFORE BID OPENING:

11/4/2026 – Due date for delivery to the **Professional** of written proposals seeking to have the **Professional** consent to naming additional materials or equipment by Addenda. (Reference: Section 00100, Paragraph 7.2).

11/4/2026 – Bidder inquiries received after this date will not be answered, unless answered through Addenda issued at least seventy-two (72) hours before Bid opening (Business Days only), the Bid opening is postponed by Addendum, or the Work is rebid following post-Bid Addenda. (Reference: Section 00100, paragraph 4.1).

CONTENTS SHALL BE UPLOADED AS A PDF DOCUMENT TO/THROUGH SIGMA VSS (ITEMS 1 THROUGH 7 BELOW):

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

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

☐ 1. Completed Bid Summary provided with Section 00300 Bid Form.

☐ 2. Completed Section 00300 Bid Form, which requires (a) completing the acknowledgment of Addenda in paragraph 2.1, (b) filling out Article 6 Bid Schedule and, if any prices are designated, completing Article 7 Change Order Prices, and (c) completing Article 8, that is, entering the date the Bid is submitted, completing paragraphs 8.1 through 8.4, and, if the Bidder is a joint venture, paragraph 8.5, and signing, as appropriate, in the spaces provided.

☐ 2.1 Completed Certificate of Principal or other equivalent acceptable certificate or authorization document, which certificate shall be attached to the completed Section 00300 Bid Form.

☐ 3. If the Bid includes a Bid Bond, ensure that the surety is authorized to do business in the State by the Department of Licensing and Regulatory Affairs – Insurance Bureau and is listed on the current U.S. Department of the Treasury Circular 570. Also, ensure that the completed Section 00310 Bid Bond is dated, is signed by both the Bidder and surety, and attaches Power of Attorney. If the Bid includes a certified or cashier's check or money order, that check, or money order shall be delivered in original copy before the Bid Due Time to:

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

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

☐ 4. Completed Section 00320 Non-collusion Affidavit and if applicable, completed Section 00330 Asbestos Abatement Attestation.

☐ 5. Qualified Disabled Veterans Preference Documentation (if preference requested).

☐ 5.1 DD 214 – Proof of Service/Discharge.

☐ 5.2 Veterans Administration Rating Decision Letter – Proof of Disability, if not indicated in the DD 214.

☐ 5.3 Legal Proof of 51% QDV Ownership

☐ 6 Byrd Anti-Lobbying Certification (Only when Federal Provisions Addendum is included)

☐ 7 State Project Registration (SPR) for the Contractor and subcontractors (if applicable pursuant to 2023 PA 10, as amended, MCL 408.1101 et seq.)

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

END OF ATTACHMENT A TO SECTION 00100

SECTION 00120 – SUPPLEMENTARY INSTRUCTIONS

PROFESSIONAL – Beckett & Raeder, Inc.
WORK – Bay City State Park Campground Improvements
FILE No. – 751/22413.CTS

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

None.

END OF SECTION 00120

SECTION 00210 INFORMATION FOR BIDDERS

PROFESSIONAL – Beckett & Raeder, Inc.
WORK – Bay City State Park Campground Improvements
FILE No. – 751/22413.CTS

1.0 RELATED PROVISIONS

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

2.0 SUBSURFACE CONDITIONS

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

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

Soil boring report.

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

3.0 OTHER PHYSICAL CONDITIONS

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

None.

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

None.

4.0 UNDERGROUND UTILITIES

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

None.

5.0 PERMITS, APPROVALS, LICENSES AND FEES

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

SESC, LARA Mechanical, LARA Plumbing, EGLE Campground Permit

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

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

6.0 SEQUENCING REQUIREMENTS

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

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

END OF SECTION 00210

SECTION 00300 – BID SUMMARY

BID SUMMARY

DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET

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

Bids must be submitted electronically through the SIGMA VSS website at SIGMA VSS

FILE NUMBER	DEPARTMENT/AGENCY	
751/22413.CTS	Department of Natural Resources	
CONTRACT TIME(S) 152 calendar days 1/6/2027 Est. Notice to Proceed 6/7/2027 Substantial Completion 6/28/2027 Final Completion	PROJECT NAME Bay City State Park Campground Improvements	LOCATION 3582 State Park Dr. Bay City, MI 48706
BID OPENING DATE Wednesday, November 11, 2026 at 2:00 pm ET	FOR AN EXAMINATION OF THE SITE CONTACT: **Rich Fenner** **fennerr@michigan.gov**	

SEE SECTION 00100 INSTRUCTIONS TO BIDDERS AND SECTION 00700 GENERAL CONDITIONS PROVIDED WITH THE BIDDING DOCUMENTS.
BID: WE PROPOSE TO FURNISH, PERFORM AND COMPLETE THE ENTIRE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS IN CONSIDERATION OF THE BID PRICE (S) STATED BELOW.

FIRM NAME AND COMPLETE ADDRESS	TELEPHONE NUMBER and E-MAIL ADDRESS
☐ Qualified Disabled Veteran	**SIGMA VENDOR NUMBER** (protected information required for processing payments)
BIDDER'S SIGNATURE AND TITLE DATE	WITNESS' SIGNATURE DATE

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

BASE BID FROM BID SCHEDULE (Include specified Allowances):

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

Alternate1: (ADD) _____ Dollars $ _____
(use words) (in figures)

Alternate2: (ADD) _____ Dollars $ _____
(use words) (in figures)

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

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

Project Scope of Work:

Remove, replace, and expand the sanitation station, replacement of all watermain and service leads within the campground, including the removal and replacement of jug fillers with addition of three new hydrants. Addition of 27 new full-hook-up camp sites with water and sanitary sewer service. Removal and replacement of all electrical within the campground. Minor grading to improve stormwater drainage.

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

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

SECTION 00300 BID FORM

PROFESSIONAL – Beckett & Raeder, Inc.

WORK – Bay City State Park Campground Improvements

FILE No. 751/22413.CTS

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

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

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

STATE OF MICHIGAN MODEL
Developed from FORMSPEC™ Michigan Model

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

ARTICLE 2 THE BIDDER'S REPRESENTATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 3 TIME OF COMPLETION

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

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

ARTICLE 4 ATTACHMENTS INCLUDED WITH THIS BID

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

4.1.1. Evidence of Authority to Sign the Bid.

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

Alternate Bid Security.

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

TO BE PROVIDED POST BID WITH SECTION 00400 SUBMITTALS:

4.1.5 Current EMR Rating

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

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

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

ARTICLE 5 DEFINED TERMS

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

ARTICLE 6 BID SCHEDULE

6.1 Base Bid Schedule - The Bidder will complete the Work and accept in full payment, for the Work items listed, the following unit prices and/or Bid Prices, as applicable:

Base Bid Item No.	Bid Quantity	Description	Unit Price	Item Bid Price
		Water Lines		
		Sewer Lines		
		West Electrical System		
		East Electrical System		
		ALLOWANCE AMOUNT		**$150,000.00**
TOTAL (This amount should equal the Base Bid amount on the Bid Summary Form)				**$**

Base Bid (Sum of Bid Prices for all Base Bid Items):

_____ Dollars and No/Cents $_____
(use words) (in figures)

Name of the Bidder _____ File No. _____

Date _____

SIGMA VENDOR NUMBER _____

Telephone No. _____

6.2 Schedule of Alternates - The Bidder will complete (or deduct from the Contract) the parts of the Work designated by the Alternates that follow and accept in full payment (or allow in full credit) for those parts of the Work the following Bid Prices:

Alternate Item No.	Bid Quantity	Description	Unit Price	Item Bid Price
1		**West Electrical System using Copper conductor instead of Aluminum**		
2		**East Electrical System using Copper conductor instead of Aluminum**		

The Bidder further acknowledges and agrees that the separate prices bid on this "Schedule of Alternates," where they are applicable and deemed acceptable by the **Owner**, will be used if incorporated into the Contract when the **Owner** issues the Notice of Award.

Name of the Bidder _____ File No. _____

Date _____

SIGMA VENDOR NUMBER _____

Telephone No. _____

ARTICLE 7 SCHEDULE OF CHANGE ORDER PRICES

7.1 The Bidder shall use this "Schedule of Change Order Prices" to propose contingent prices. The proposed contingent Change Order prices set forth in this schedule, at the sole discretion of the **Owner,** may, or may not be incorporated into the Contract Documents. The **Owner** reserves the right to negotiate contingent Change Order prices set forth herein prior to their possible incorporation into the Contract Documents. Proposed Change Order prices will not affect determination of the lowest Bid.

7.2 Subject to their incorporation into the Contract Documents, as provided in the Agreement, the Bidder will add to, or deduct from, the Contract Work covered by the contingent prices that follow and accept in full payment, or allow in full credit, for that Work (a) those prices bid by the Bidder, or (b) if a particular price is not bid, the price proposed by the **Owner** (and shown in the appropriate column):

Item No.	Bid Quantity	Description	Unit Price	Item Bid Price
		Bituminous Pavement with New Base - Detail 2, Sheet C5.0		
		Standard Duty Bituminous Pavement – Detail 3, Sheet C5.0		
		Heavy Duty Concrete – Detail 1, Sheet C5.0		
		Standard Duty Concrete – Detail 1, Sheet C5.0		
		6" MDOT CL II Granular Material		
		Standard Curb & Gutter - Detail 5, Sheet C5.0		
		6" Bollard - Detail 6, Sheet C5.0		
		8" Bollard - Detail 7, Sheet C5.0		
		Gate Valve with Box – Detail 1, Sheet C5.2		
		Jug Filler Replacement – Detail 1, Sheet C5.3		
		Water Service Detail – Detail 4, Sheet C5.3		
		Tree Removal, 6 inch to 18 inch		
		Tree Removal, 19 inch to 36 inch		
		Tree Removal, 37 inch to or larger		

Name of the Bidder _____

File No. _____

Date _____

SIGMA VENDOR NUMBER _____

Telephone No. _____

ARTICLE 8 BID SUBMITTED ON the _____ day of _____, 20____.

8.1. Bid Security is in the form of a Bid Bond _____ Bid Bond form provided in Section 00310 has been duly executed _____; or

A Certified or Cashier's check ___ or Money Order ___ *if a check or money order is provided as Bid Security, the original check/money order must be delivered before Bid Due Time to the issuing office as per Section 00100 paragraph 5.2 and Section 00110 item 3.*

8.2. If the Bidder is an Individual:

Name of Individual: _____

Name & Title of Person Authorized to sign: _____

Signature: _____
(If not the Individual, Attach Power of Attorney) Date

Doing Business as: _____

Business Address: _____

SIGMA VENDOR NUMBER_____

County of registration _____

Telephone: _____ FAX: _____

8.3. If the Bidder is a Partnership:

By: _____
(True Name of the Partnership)

_____
Partner Authorized to Sign Date

Signature: _____
(Attach evidence of Authority to sign) Date

Business Address: _____

SIGMA VENDOR NUMBER_____

County of registration _____

Telephone: _____ FAX _____

8.4. If the Bidder is a Corporation:

By: _____
(Legal Corporation Name)

Name & Title of Authorized Officer: _____

Signature: _____
(Attach evidence of Authority to sign) Date

Name & Title of Officer Attesting: _____

Signature: _____
Date

Business Address: _____

SIGMA VENDOR NUMBER_____

Telephone: _____ FAX _____

(State of Incorporation): _____

8.5. If The Bidder is A Joint Venture: JOINT VENTURE SIGNATURES SHALL BE AS PROVIDED IN PARAGRAPH 9.5 OF SECTION 00100 INSTRUCTIONS TO BIDDERS. EACH JOINT VENTURER SIGNING THE BID SHALL SIGN IN THE MANNER INDICATED FOR AN INDIVIDUAL, A PARTNERSHIP OR A CORPORATION. IF MORE THAN TWO JOINT VENTURERS OF THE SAME TYPE ARE INCLUDED, USE ADDITIONAL PAGES. JOINT VENTURE STATE OF INCORPORATION _____ OR COUNTY OF REGISTRATION _____

CERTIFICATE OF PRINCIPAL

(BIDDER)

I, _____, certify that I am the Secretary of the Corporation ____, or a General Partner ____ or Managing Partner ____ or Partner ____ of the partnership, named as the Bidder in the attached Section 00300 Bid Form; that _____ _____ who signed Section 00300 Bid Form on behalf of the Bidder, was then _____ of that corporation ____ or partnership ____; that I know the undersigned's signature, and the signature is genuine; and that Section 00300 Bid Form was duly signed, sealed and attested for and on behalf of that corporation ___ partnership ___ by authority of its governing body ___ or partners ___

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

_____
Name of the Corporation or True Name of the Partnership

Federal Identification (I.D.) No. or Social Security No. (**LAST 4 ONLY**)_____

Telephone No. _____

(Corporate Seal)

VERIFICATION
(BIDDER)

STATE OF MICHIGAN)
)
COUNTY OF _____)

Before me, a Notary duly commissioned, qualified and acting, personally appeared (enter name of person who signed the Bid Form on behalf of the Bidder), _____ to me well known to be the person described in and who signed Section 00300 Bid Form, who being by me first duly sworn upon oath, says that he/she is the Attorney-in-Fact for (enter the Bidder's name) _____ and that he/she has been authorized by (enter name of individual, partnership name, or that governing body of the Bidder named in the attached corporate resolution) _____ _____ to execute the attached Section 00300 Bid Form on behalf of the named Bidder in favor of the STATE OF MICHIGAN.

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

_____

Notary Public, State of: _____

My Commission Expires: _____

END OF SECTION 00300

SECTION 00310 BID BOND

FILE No. _____ SURETY COMPANY REFERENCE No. _____

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

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

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

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

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

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

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

Address and Telephone of Surety

Address and Telephone of Agent

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

THE BIDDER: (Print Full Name and Sign)

By: _____

Name & Title: _____

Signature: _____

WITNESS: _____

Telephone No. _____

THE SURETY: (Print Full Name and Sign)

By Agent: _____

By Attorney-in-Fact: _____
(Attach Certified Copy of Power of Attorney)

Signature: _____

WITNESS: _____

Telephone No. _____

Email: _____ _____

END OF SECTION 00310

SECTION 00320 NONCOLLUSION AFFIDAVIT

PROFESSIONAL – Beckett & Raeder, Inc.

WORK – Bay City State Park Campground Improvements

FILE No. 751/22413.CTS

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

(1) Affiant is (enter title) _____ of _____ _____, "the Bidder." Affiant has personal knowledge of the matters set forth in this Affidavit and is competent to testify about them.

(2) The Bidder has submitted to the **Owner** a "Bid" to enter into the above referenced Contract, also referred to in this Affidavit as "the Work."

(3) This Section 00320 Non-collusion Affidavit is executed by Affiant for inclusion with the submission to the **Owner** of the Bid and may be relied upon by the **Owner** in considering the Bid.

(4) Affiant is fully informed about the preparation and contents of the Bid and of all pertinent circumstances surrounding the Bid, has not entered into any contract, combination, conspiracy, or other act prohibited by federal, State or any other local Law. The Bid is genuine and is not a collusive or sham Bid.

(5) Neither the Bidder nor any of the Bidder's owners, officers, partners, directors, agents, representatives, employees or parties in interest, including this Affiant, have in any way entered or proposed to enter into any combination to prevent the making of any Bid, or to fix any prices (including overhead, profit or other costs) for the Bid; or have made any agreement, or given or promised any consideration to induce any other person not to Bid for the Work, or to Bid at a specified price; or have secured, proposed or intended to secure through any agreement an unlawful advantage against the **Owner** or any other person interested in the Work.

(6) No officer or employee of the State of Michigan is personally or financially interested, directly or indirectly, in the Bid, or any Contract which may be under it, or in the purchase or sale of any materials, equipment or supplies for the Work to which it relates, or any portion of any expected profits thereto.

(7) The Bid is not intended to secure an unfair advantage or benefit from the **Owner** or in favor of any person interested in the proposed Contract.

(8) The prices bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of the Bidder's owners, officers, partners, directors, agents, representatives, employees or parties in interest, including this Affiant; and neither the Bidder nor any of its owners, officers, partners, directors, agents, representatives, employees or parties in interest, including this Affiant, have divulged any information regarding the Bid or any data about the Bid to any other person.

By: _____ Title: _____

SIGMA VENDOR NUMBER_____ Telephone No. _____

VERIFICATION

STATE OF _____)
)
COUNTY OF _____)

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

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

_____

Notary Public, State of _____

My Commission expires: _____, 20 ___

END OF SECTION 00320

SECTION 00330 ASBESTOS ABATEMENT ATTESTATION

PROFESSIONAL – Beckett & Raeder, Inc.

WORK – Bay City State Park Campground Improvements

FILE No. 751/22413.CTS

ASBESTOS ABATEMENT ATTESTATION

SUBMISSION REQUIRED WITH ALL BIDS

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

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

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

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

Contractor attests that: *(check one:)*

1. ☐ The Contractor will self-perform all asbestos abatement project work and attests that Contractor has not been issued 5 or more notices of violation of environmental regulations (State and/or Federal), nor has been subject to an administrative consent order or a consent judgment involving environmental regulations.

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

3. ☐ The Contractor nominates the following Sub-contractor for all asbestos abatement project work and attests that the nominated Sub-contractor has not been issued 5 or more notices of violation of environmental regulations (State and/or Federal), nor has been subject to an administrative consent order or a consent judgment involving environmental regulations:

   Nominated Sub-contractor: _____

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

   Nominated Sub-contractor: _____

END OF SECTION 00330

SECTION 00410 BID BREAKDOWN

PROFESSIONAL – Beckett & Raeder, Inc.

WORK – Bay City State Park Campground Improvements

FILE No. 751/22413.CTS

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

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

END OF SECTION 00410

PROFESSIONAL – Beckett & Raeder, Inc.

WORK – Bay City State Park Campground Improvements

FILE No. 751/22413.CTS

ARTICLE 1 ORGANIZATION

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

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

_____

_____

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

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

ARTICLE 2 SPECIALTY CONTRACTOR LICENSES

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

ARTICLE 3 EXPERIENCE

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

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

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

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

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

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

ARTICLE 4 ADDITIONAL QUALIFICATIONS

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

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

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

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

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

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

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

ARTICLE 5 REFERENCES

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

5.2. Bank references:

5.3. Insurance:

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

Signed by: _____ Name _____ Title _____

on this _____ day of _____, 20_____.

END OF SECTION 00420

REFERENCES ATTACHMENT

PROFESSIONAL – Beckett & Raeder, Inc.

WORK – Bay City State Park Campground Improvements

FILE No. 751/22413.CTS

REFERENCE #___

Public Owner: _____

Project/Contract Name: _____

Location of Project/Contract: _____

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

Owner's Representative (Name and Telephone): _____

_____

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

Representative Name and Telephone _____

Scope of Project/Contract: _____

_____

REFERENCE #___

Public Owner: _____

Project/Contract Name: _____

Location of Project/Contract: _____

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

Owner's Representative (Name and Telephone): _____

_____

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

Representative Name and Telephone _____

Scope of Project/Contract: _____

_____

REFERENCES ATTACHMENT

PROFESSIONAL – Beckett & Raeder, Inc.

WORK – Bay City State Park Campground Improvements

FILE No. 751/22413.CTS

REFERENCE #___

Public Owner: _____

Project/Contract Name: _____

Location of Project/Contract: _____

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

Owner's Representative (Name and Telephone): _____

_____

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

Representative Name and Telephone _____

Scope of Project/Contract: _____

_____

REFERENCE #___

Public Owner: _____

Project/Contract Name: _____

Location of Project/Contract: _____

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

Owner's Representative (Name and Telephone): _____

_____

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

Representative Name and Telephone _____

Scope of Project/Contract: _____

_____

SECTION 00430 LIST OF SUBCONTRACTORS

PROFESSIONAL – Beckett & Raeder, Inc.

WORK – Bay City State Park Campground Improvements

FILE No. 751/22413.CTS

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

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

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

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

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

(THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY)

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

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

Signed by: _____ Name _____ Title _____

on this _____ day of _____, 20_____.

END OF SECTION 00430

PROFESSIONAL – Beckett & Raeder, Inc.
WORK – Bay City State Park Campground Improvements

FILE No. 751/22413.CTS

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

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

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

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

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

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

1.6. Schedule of Bid Materials and Equipment

ITEMS NAMED OR SPECIFIED (ENTERED BY THE **PROFESSIONAL**)

ITEM 1 – Romort Water Towers

ITEM 2 – Stern-Williams Jug Fillers

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

ITEM 4 -

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

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

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

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

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

ARTICLE 2 BID MATERIALS AND EQUIPMENT – *OPEN* SPECIFICATIONS

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

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

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

2.4. Schedule of Bid Materials and Equipment

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

ITEM 4 -

ITEM 5 -

ITEM 6 -

ITEM 7 -

ITEM 8 -

ITEM 9-

ITEM 10 -

ITEM 11-

ITEM 12 -

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

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

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

Signed by: _____ Name _____ Title _____

on this _____ day of _____, 20_____.

END OF SECTION 00440

SECTION 00500 AGREEMENT

FILE No. _____ CONTRACT ORDER No. Y_____

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

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

ARTICLE 1 THE CONTRACT; THE PROJECT; THE WORK

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

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1.2. PROJECT NAME –

1.3. THE WORK –

ARTICLE 2 CONTRACT DOCUMENTS

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

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

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

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

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

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

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

2.2.5. ***Divisions 2 through _____ of the Specifications***, and ***Drawings***, bearing the title: _____ _____, dated _____.

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

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

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

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

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

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

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

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

ARTICLE 3 CONTRACT PRICE

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

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

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

ARTICLE 4 CONTRACT TIME; LIQUIDATED DAMAGES

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

4.1.1. The entire Work will be substantially complete in accordance with the requirements of the Contract Documents: Within 180-calendar days from the Notice to Proceed.

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

4.1.3. The entire Work will be complete and ready for final payment as specified in the Contract Documents: Within 21-calendar days from Substantial Completion.

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

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

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

4.2.3. Liquidated damages for each Calendar Day that expires after the Contract Time specified in paragraph 4.1.1 for Substantial Completion of the entire Work – until the Work is substantially complete – shall be in the amount of One Thousand Dollars and No/Cents ($1,000.00)

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

4.2.5. Liquidated damages for each Calendar Day after Substantial Completion of the entire Work that expires after the Contract Time specified in paragraph 4.1.3 for completion and readiness for final payment – until the entire Work is complete and ready for final payment – shall be in the amount of One Thousand Dollars and No/Cents ($1,000.00)

Assessment and/or Withholding of Liquidated Damages

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

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

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

ARTICLE 5 PAYMENTS TO CONTRACTOR

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

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

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

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

ARTICLE 6 THE PROFESSIONAL SERVICES CONTRACTOR

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

ARTICLE 7 CONTRACTOR'S REPRESENTATIONS

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

ARTICLE 8 MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 9 NOTICE AND SERVICE

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

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

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

THE **STATE OF MICHIGAN**
BY:

_____
Director, DTMB, SFA, Design and Construction
NAME:

_____
Witness:

_____
Date:

_____
Address for giving notices:

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

THE **CONTRACTOR**
BY:

_____
Title: Date

NAME:

_____

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

Telephone No.

_____
Witness:

_____
Date:

_____
Address for giving notices

CERTIFICATE OF PRINCIPAL

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

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

_____

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

_____

Name of the Corporation or True Name of the Partnership

Telephone No. _____

(Corporate Seal)

VERIFICATION

(by **Contractor**)

STATE OF _____)
)
COUNTY OF _____)

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

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

_____

Notary Public, State of _____

My Commission Expires: _____

RESOLUTION OF CORPORATE AUTHORITY
(If **Contractor** is a Corporation)

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

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

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

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

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

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

CORPORATE SEAL

_____
Corporate Officer's Signature

_____
Title

Telephone No. _____

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

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

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

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

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

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

_____
General Partner's Signature

_____
Title

Telephone No. _____

END OF SECTION 00500

SECTION 00520 ATTACHMENT "A" TO AGREEMENT

PROFESSIONAL –
WORK –
FILE No. _____ CONTRACT ORDER No. Y_____

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

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

The following separable parts of the Work will be completed, as specified in the Contract Documents:
(a)
within _____ (___) Days from the date when the Contract Time commences to run, or on or before _____, 20____.
(b)
within _____ (___) Days from the date when the Contract Time commences to run, or on or before _____, 20____.
(c)
within _____ (___) Days from the date when the Contract Time commences to run, or on or before _____, 20____.

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

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

END OF SECTION 00520

SECTION 00610 PERFORMANCE BOND

FILE No. _____ SURETY COMPANY REFERENCE No. _____

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

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

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

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

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

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

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

Name, Address and Telephone of the Surety:

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

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

THE **CONTRACTOR**: (Print Full Name and Sign) By: _____
WITNESS _____ Name & Title: _____
Telephone No. _____

THE SURETY: (Print Full Name and Sign) Agent: _____

WITNESS _____ Attorney-in-Fact: _____
Telephone No. _____

Email: _____

END OF SECTION 00610

SECTION 00620 PAYMENT BOND

FILE No. _____ SURETY COMPANY REFERENCE No._____

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

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

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

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

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

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

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

Name, Address and Telephone of the Surety:

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

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

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

By: _____
Name & Title: _____
Telephone No. _____
Agent: _____

THE SURETY: (Print Full Name and Sign)

WITNESS _____

Attorney-in-Fact: _____
Telephone No. _____
Email: _____

END OF SECTION 00620

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STATE OF MICHIGAN MODEL

Developed from FORMSPEC™ Michigan Model

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ARTICLE 1 INTERPRETATIONS

1.1 Section 00020 Glossary:

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

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

1.2 Intent of the Contract Documents:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.3 Priority of the Contract Documents:

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

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

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

1.4 Interpretation of Indemnification Provisions:

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

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

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

1.5 Additional Interpretations:

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

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

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

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

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

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

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

1.6 Ownership and Use of the Contract Documents:

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

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

1.7 Copies of the Contract Documents:

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

ARTICLE 2 THE OWNER – GENERAL PROVISIONS

2.1 Availability of Lands, Areas, Properties and Facilities:

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

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

2.2 Reference Points; Base Lines and Benchmarks:

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

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

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

2.3 Stop Work Order:

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

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

2.4 Limitations on the Owner's Responsibilities:

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

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

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

2.5 Additional General Provisions:

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

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

2.6 Partnering Charter:

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

ARTICLE 3 THE PROFESSIONAL – GENERAL PROVISIONS

3.1 Owner's Representative:

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

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

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

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

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

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

3.2 Clarifications and Interpretations:

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

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

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

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

3.4 Determinations by the Professional:

3.4.1. The **Professional** will be the interpreter of the requirements of the Contract Documents and, in such capacity, will render determinations on the acceptability of the Work. Notices, proposals, claims, or other matters relating to the acceptability of the Work, the interpretation of the requirements of the Contract Documents or any adjustment in Contract Price or Contract Time shall be referred to the **Professional** in writing requesting a formal, written determination, which the **Professional** will render within a reasonable time. If the **Contractor** disagrees with any such **Professional** determination, the **Contractor** may deliver notice of a claim and a claim submittal within twenty-one (21) Calendar Days in accordance with the procedures and within the deadlines set forth in Article 15 Disputes.

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

3.5 Limitations on the Professional's Responsibilities:

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

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

ARTICLE 4 CONTROL OF WORK – GENERAL PROVISIONS

4.1 Review of the Contract Documents:

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

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

4.2 Management, Supervision and Personnel:

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

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

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

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

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

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

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

4.3 Materials and Equipment:

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

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

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

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

4.4 Concerning Control of Work:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4.5 Patent Fees and Royalties:

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

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

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

4.6 Use of Premises:

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

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

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

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

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

4.7 Record Documents:

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

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

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

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

4.8 Emergencies:

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

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

4.9 Indemnification:

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

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

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

ARTICLE 5 SUBCONTRACTORS AND SUPPLIERS

5.1 Employment of Subcontractors:

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

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

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

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

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

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

5.2 "Or Equal" and Substitute Materials and Equipment:

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

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

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

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

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

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

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

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

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

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

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

5.3 The Contractor's Continuing Responsibilities:

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

ARTICLE 6 SUBMITTALS

6.1 Shop Drawing, Sample and Other Technical Submittals:

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

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

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

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

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

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

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

6.2 Review and Return of Technical Submittals:

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

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

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

6.3 Progress Schedule Submittals:

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

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

6.4 Review and Return of Progress Schedule Submittals:

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

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

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

6.5 Additional Provisions Concerning Submittals:

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

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

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

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

ARTICLE 7 LEGAL REQUIREMENTS; INSURANCE

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

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

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

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

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

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

7.2 Sales and Use Tax and Other Similar Taxes, including Tariffs:

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

7.2.2. The Contractor is solely responsible for all costs, fees, charges, and liabilities arising from or related to Tariffs for any goods, products, or materials incorporated into the Work. The Owner will not adjust the Contract prices for any increase in federal taxes or Tariffs covering the Work that are enacted after the date of Bid opening.

7.3 Safety and Protection:

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

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

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

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

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

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

7.4 Bonds and Insurance – General Requirements:

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

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

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

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

7.5 The Contractor's Liability Insurance:

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

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

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

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

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

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

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

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

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

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

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

7.7 Property Insurance (Builder's All Risk Insurance)

*7.7.1. Unless indicated otherwise in the bid document, the Contractor must purchase and maintain property insurance for 100% of the replacement cost value of the insurable Work (minimum amount to be the contract award amount) while in the course of construction, including foundations, additions, attachments, and all fixtures, machinery and equipment belonging to and constituting a permanent part of the building structures. The property insurance must cover temporary structures, materials and supplies to be used in completing the Work, whether stored offsite, in-transit, or on the building site premises. The property insurance insures the interests of the Owner, Contractor and all Subcontractors and Suppliers at any tier as their interest may appear and name the Owner as Loss Payee. The property insurance insures against "all risk" of physical loss or damage to the extent usually provided in policy forms of insurers authorized to transact this insurance in Michigan. A copy of the master insurance policy must be available for review by the State, upon request. The deductible amount and the payment of any deductible is the responsibility of the **Contractor**.

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

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

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

7.8 Waiver of Rights:

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

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

7.9 Receipt and Application of Proceeds:

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

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

***7.10 Unfair Labor Practice:**

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

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

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

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

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

***7.12 Nondiscrimination:**

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

*7.12.1.1. Not to discriminate against any employee or employment applicant because of race, religion, color, national origin, age, sex, sexual orientation, gender identity or expression, height, weight, marital status, partisan considerations, any mental or physical disability, or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position.

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

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

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

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

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

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

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

***7.13 Michigan Residency for Employees:**

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

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

7.14 Prevailing Wages:

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

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

1. FEDERAL PROVISIONS ADDENDUM

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

2. DAVIS BACON ACT WAGE AND CLASSIFICATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

7.15 Asbestos Abatement:

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

ARTICLE 8 PROSECUTION; SUBSTANTIAL COMPLETION

8.1 Starting the Work:

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

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

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

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

8.3 Compliance with Contract Time Requirements:

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

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

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

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

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

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

8.4 Substantial Completion:

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

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

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

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

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

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

8.5 Partial Use:

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

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

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

8.6 Division of Responsibilities:

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

8.7 Suspension of Work:

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

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

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

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

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

8.8 Sharing of Total Float On Non–Critical Paths:

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

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

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

9.1 Warranty:

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

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

9.2 Tests, Inspections and Approvals:

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

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

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

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

9.3 Uncovering Work:

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

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

9.4 Correction of Work:

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

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

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

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

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

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

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

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

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

9.5 Special Correction Period Requirements:

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

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

9.5.3. The correction period for any Defective Work that is corrected or rejected and replaced within the Correction Period shall be extended by an additional one (1) year, starting on the date such Work was made non-Defective.

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

9.6 Special Maintenance Requirements:

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

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

ARTICLE 10 CHANGES

10.1 Changes in the Work:

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

10.1.1.1 Tariffs Not a Change. Changes in trade or customs laws or government action affecting Tariffs or other import-related federal assessments will not constitute a Change in the Work and will not entitle the Contractor to an adjustment of the Contract Price or Contract Time.

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

10.1.3. Constructive Changes – Any written order (including instruction, interpretation, determination, authorization, or approval) from the **Owner** or **Professional** that causes a change in the Contract Documents shall constitute a change in the Work, provided the **Contractor**

or the **Owner** gives prompt, written notice of a change to the other (with copy to the **Professional**) stating the date, circumstances, and source of the change.

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

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

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

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

10.2 Differing Subsurface or Physical Site Conditions:

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

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

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

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

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

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

10.3 Responsibilities for Underground Utilities:

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

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

10.3.3. Not Previously Located – If the **Contractor** encounters not previously located Underground Utilities, which could not reasonably have been foreseen, the **Owner** will amend the Contract Documents to provide for any changes in the Work and corresponding adjustments in Contract Price and/or Contract Time made necessary by such changes in the Work and by any resulting Delay which is not reasonably anticipatable under the circumstances and which is attributable to the **Owner** and/or **Professional.**

10.4 Hazardous Material Conditions:

10.4.1. The **Contractor** shall use, handle, store, dispose of, process, transport and transfer any material considered a Hazardous Material in accordance with all federal, state, and local Laws. If the **Contractor** encounters material reasonably believed to be a Hazardous Material and which may present a substantial danger, the **Contractor** shall immediately stop all affected Work, give written notice to the **Owner** of the conditions encountered, and take appropriate health and safety precautions.

10.4.2. Upon receipt of the written notice, the **Owner** will investigate the conditions. If (a) the material is a Hazardous Material that may present a substantial danger and which was not described in the Drawings and/or Specifications, or identified in the Contract Documents as Work under the Contract Documents, and (b) the Hazardous Material was not brought to the site by the **Contractor**, or does not result in whole or in part from any violation by the **Contractor** of any Laws covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Materials, the **Owner** shall order a suspension of Work in writing. The **Owner** shall proceed to have the Hazardous Material removed or rendered harmless by negotiating a change in the Work with the **Contractor**, by means of separate contract or as the **Owner** may deem otherwise expedient. In the alternative, the **Owner** shall terminate the affected Work or the Contract for the **Owner's** convenience.

10.4.3. Once the Hazardous Material has been removed or rendered harmless by any of the means outlined in paragraph 10.4.2, the affected Work shall be resumed as directed in writing by the **Owner**. Any determination by the Michigan Department of Health & Humans Services and/or the Michigan Department of Environment, Great Lakes, and Energy (whichever is applicable) that the Hazardous Material has either been removed or rendered harmless shall be binding upon the **Owner** and **Contractor** for the purposes of resuming the Work. If any such incident with Hazardous Material results in Delay not reasonable anticipatable under the circumstances and which is attributable to the **Owner** or **Professional**, the **Owner** will amend the Contract Documents to provide for a corresponding adjustment in Contract Price or Contract Time, or both, made necessary by such Delay.

10.4.4. If the Hazardous Material was brought to the site by the **Contractor**, or results in whole or in part from any violation by the **Contractor** of any Law covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Materials or from any other act or omission within its control, the **Contractor** shall bear its proportionate share of the Delay and costs involved in cleaning up the site and removing and rendering harmless the Hazardous Material to the satisfaction of the **Owner**, State and all Political Subdivisions with jurisdiction. If the **Contractor** fails to proceed with due diligence to take appropriate action pursuant to applicable Law and consistent with the **Owner** requirements, the **Owner** may act accordingly, in which case the **Contractor** shall defend, indemnify, and hold harmless the **Owner** from and against all claims, as construed in paragraph 1.4, arising from the **Owner's** exercise of such appropriate action.

10.5 Incidents with Archaeological Features:

10.5.1. The **Contractor** shall at once notify in writing the **Owner** of any Archaeological Feature deposits that are encountered or unearthed during the execution of the Work. The **Contractor** shall protect the deposits in a satisfactory manner and no further disturbance of the Archaeological Features shall take place until Work is allowed to be resumed in the affected areas.

10.5.2. If the **Owner**, with the advice of the **Professional**, concludes that the Contract Documents require changes because of Archaeological Features encountered, the **Owner** will amend the Contract Documents to provide for any changes in the Work and corresponding adjustment in Contract Price and/or Contract Time made necessary by the changes due to the Archaeological Features encountered and by any resulting Delay which is not reasonably anticipatable under the circumstances, and which is attributable to the **Owner** and/or **Professional.**

10.6 Unit Price Work:

10.6.1. If the Contract Documents specify Unit Price Work, the Contract Price shall contain the sum of each unit price times its estimated quantity. The **Contractor** shall be responsible for completing, within the Contract Times, one hundred twenty (120%) of the estimated quantities of Specified Unit Price Work and reasonable quantities of Contingent Unit Price Work.

10.6.2. The **Contractor** shall promptly, **before proceeding with any affected Unit Price Work**, deliver a written notice to the **Professional** (a) whenever actual quantities for an item of Specified Unit Price Work differs materially from those estimated and request an adjustment in the estimated quantity, or (b) requesting authorization to provide any or differing quantities of any item of Contingent Unit Price Work. The **Contractor** or the **Owner** shall submit to the other and the **Professional**, a proposal for adjusting that item's unit price and/or the Contract Time. The proposal shall be properly substantiated.

10.6.2.1. Promptly after being notified by the **Contractor**, the **Professional** will evaluate the affected Unit Price Work and provide its determination to the **Owner** and **Contractor**. If the **Owner** adjusts the estimated quantity of Specified Unit Price Work or authorizes any, or any additional, quantities of Contingent Unit Price Work, the **Contractor** shall proceed with that Unit Price Work as directed by the **Professional.** The **Contractor** shall proceed with the Unit Price Work regardless of whether the **Owner**, after conferring with the **Professional** determines that a variation in quantity justifies an adjustment in the unit price, or that the existing unit price is valid for the additional or reduced quantities, or that no adjustment in the Contract Time is warranted. In the event the **Contractor** disagrees with any such determination, the **Contractor** shall deliver a notice of claim and a claim submittal in accordance with the procedures and within the deadlines set forth in Article 15.

10.6.2.2. Any adjusted Unit Price agreed upon by the **Owner** will only apply to the actual quantities above one hundred twenty percent (120%) or to the actual quantities less than eighty percent (80%) of the estimated quantity. For additional quantities over one hundred twenty percent (120%) or reduced quantities below eighty percent (80%) of the estimated quantity, the **Owner** may negotiate a Unit Price with the **Contractor**, or direct a unilateral change as provided by Article 10 or rebid that Work. In no case, however, will a Unit Price change resulting from a reduction in quantity be renegotiated such that the changed Unit Price produces a modified Bid Price for any line item that exceeds the initial Bid Price for that line item.

10.6.3. No adjustment due to quantity variations shall be allowed (a) unless the **Contractor** met the notice requirements of paragraph 10.6.2, (b) to the extent that the Bid Price for a line item will increase due to reduced quantities at a higher unit, (c) for under runs in any quantities of Contingent Unit Price Work, unless the unit price times the estimated quantity exceeds the lesser of $50,000.00 or two percent (2%) of the Contract Price, or (d) if any unit price increase results in whole or in part from any act or omission within the control of the Contractor (errors in the Contractor's Bid, unbalanced unit prices, etc.).

10.7 Cash Allowances; Provisionary Allowances:

10.7.1. The **Contractor** shall obtain the **Professional's** written acceptance before providing materials, equipment or other items covered by a Cash Allowance. Payments under a Cash Allowance shall be on actual costs, and exclude costs for supervision, handling, unloading, storage, installation, testing, etc., which shall be considered to be included within other elements of the Contract Price. Payments within the limits of an Allowance shall exclude Fee and Bond and insurance premiums since these are already included within other elements of the Contract Price.

10.7.2. The **Contractor** shall complete Work covered by Provisionary/Contingency Allowances as approved in writing by the **Owner** and directed by the **Professional**. The Cost of the Work Involved for Work authorized under any Provisionary/Contingency Allowance shall be determined pursuant to Article 11, except those payments within the limits of any Allowance shall exclude Bond and insurance premiums under paragraph 11.8.1.5, since these costs are already included within other elements of the Contract Price.

10.8 Change Orders; Change Authorizations:

10.8.1. The terms "Change Order" and "Change Authorization" are defined in Section 00020 Glossary. Further, Division 1 includes prototype Change Order and Change Authorization forms which shall be used by the **Owner** and **Contractor** in connection with modifications to the Contract.

*10.8.2. A *bilateral* Change Order which does not incorporate a **Contractor** reservation of rights to claim additional adjustments, shall memorialize the **Owner's** and **Contractor's** agreement as to the adjustments in Contract Price and/or Contract Time made by the Change Order. Any such *bilateral* Change Order shall constitute an all-inclusive settlement for all changes, Delay, and costs, whatsoever, and the **Contractor's** signature on the Bulletin and proposal incorporated into that Change Order represents a waiver of all rights to file a subsequent proposal or a claim under Article 15 on account of that Change Order or the Work.

10.8.3. A presumed *bilateral* Change which includes a proposal signed by the **Contractor** with a reservation to claim additional adjustments shall be regarded as a notice of claim as to those adjustments and shall be pursued as provided in Article 15, except as the **Owner** and **Contractor** may otherwise agree.

10.8.4. A Change Order issued by the **Owner** after unsuccessful Contract Price and/or Contract Time negotiations with the **Contractor** and stating the **Owner's** proposed basis for the necessary adjustments in Contract Price and/or Contract Time shall be a *unilateral* Change Order.

10.8.5. The **Owner** will issue Change Orders to amend the Contract Documents for changes in the Work and for any adjustments in Contract Price or Contract Time agreed to in total or in part by both the **Owner** and **Contractor**; or to correspondingly adjust the Contract Price for Work furnished under Cash Allowances, Work completed that was authorized under Provisionary/Contingency Allowances and actual quantities of Unit Price Work. Amounts for Work Involved in a Change Order signed by the **Owner** may be included in subsequent Requests for Payment.

10.8.6. The **Owner** may use Change Authorizations (a) to document agreed-upon minor variations in the Work, and/or (b) to document or order changes in the Work not warranting any adjustment in Contract Price or Contract Time. Examples of the second category include but are not limited to the **Owner's** authorization for drawing payments against a Provisionary/Contingency Allowance or the **Owner's** consent to quantity variations not increasing the Contract Price.

10.8.7. Before, or in conjunction with, the **Professional's** certification of final payment, an appropriate Change Order will be issued, with the **Professional's** advice, to correspondingly adjust the Contract Price for the value of Work furnished under Cash Allowances, Work completed that was authorized under Provisionary/Contingency Allowances and actual quantities of Unit Price Work.

10.8.8. Subject to the provisions of paragraphs 10.8.2 through 10.8.4, it is a requirement of the Contract Documents that all Change Orders duly signed and issued by the **Owner** shall incorporate Bulletins, which are duly signed by the **Contractor**, regardless of whether the **Contractor** uses a reservation of rights.

ARTICLE 11 CHANGES IN CONTRACT PRICE; CHANGES IN CONTRACT TIME

11.1 General Provisions:

11.1.1. Contract Price or Contract Time may be changed only by Change Order duly signed by the **Owner**. Neither Contract Price nor Contract Time may be changed by Change Authorization (subject to the provisions for constructive changes).

11.1.2. **Contractor** proposals for adjusting Contract Price and/or Contract Time shall be due within fifteen (15) Calendar Days after the **Contractor** receives a Bulletin or delivers to the **Owner** a notice of a change or a Delay. Proposals not complying with the requirements of paragraphs 11.1.4 and 11.1.5 shall be returned for resubmission. This turnaround period is of the essence and any Delay in delivering a bulletin or resulting from resubmission of an incomplete Bulletin shall not justify any increase in Contract Price or Contract Time. The **Owner,** in its sole discretion, may extend or shorten the 15–Day period for Bulletin quotations estimated at more than $250,000 or less than $25,000.

11.1.3. The **Professional** will review each **Contractor** proposal, and the **Profession**al will recommend to the **Owner**, within a reasonable time, whether or not the Bulletin quotation is acceptable. Due to the time required to obtain **Board** and **Director** approvals, a **Contractor** proposal shall be irrevocable for sixty (60) Calendar Days after it is submitted to the **Professional**.

11.1.4. **Contractor** proposals or claims for Work Involved shall detail all affected items of Work, whether increased, revised, added, or deleted, and shall be fully documented and itemized as to (a) individual adds and deducts in Work quantities and labor manhours; (b) corresponding itemized Cost of Work Involved (paragraphs 11.4 through 11.9; and (c) Fee. Proposals or claims including Fee of five percent (5%) for Work Involved of a Subcontractor shall nominate the performing Subcontractor and enclose the Subcontractor's pricing data.

11.1.5. For **Contractor** proposals or claims for adjustments in Contract Price arising from Delays (whether or not such Delays extend any Contract Time or any early completion date), the **Contractor's** estimates shall be as comprehensive and detailed as may be appropriate to support the proposal or claim. Examples of germane information include labor productivity, labor manpower levels, production data and Progress Schedule revisions.

11.1.6. If the **Contractor's** surety requires notice of any adjustment in Contract Price and/or Contract Time, whether made pursuant to Article 11 or otherwise; any "or equal" material or equipment or substitution approved by the **Professional**; any change within the scope of Article 10; or any other addition, deletion or revision in the requirements of the Contract Documents, whether made by Change Order or Change Authorization, it shall be the **Contractor's** responsibility, and not the **Owner's**, to give notice to the **Contractor's** surety. It is agreed that none of these modifications to the Contract Documents and/or the Work shall invalidate the Agreement.

11.1.7. No Adjustment for Tariff Changes**.** The **Contractor** will not be entitled to any adjustment to the Contract Price or Contract Time because of the: (a) imposition of new Tariffs; (b) increases or decreases in existing Tariffs; (c) reclassification, reinterpretation, or enforcement actions by federal agencies; or (d) any change in trade or customs law or other governmental action affecting importation or Tariffs.

11.2 Changes in Contract Time:

11.2.1. An extension in Contract Time will be justified only to the extent that the **Contractor** demonstrates, with comprehensive and detailed documentation, that the Delay is not reasonably anticipatable under the circumstances, is not caused by act or omission within the control of the **Contractor**, and, furthermore, that the Delay necessarily extends the Work, or portion of the Work in question, beyond the pertinent Contract Time.

If the **Owner** determines that the **Contractor's** documentation is insufficient to allow a thorough evaluation of the time extension request, the **Contractor** shall further support the request through a detailed analysis of the Progress Schedule Revision Submittal.

11.2.2. Examples of events that may justify an extension in Contract Time include acts of God or the public enemy; acts of the U.S. Government, the State or a Political Subdivision, each acting in its public capacity (including acts as permitting agency); acts of a Public Utility acting in its public capacity; fires, floods, epidemics, quarantine restrictions; strikes, freight embargoes; unusual weather (unusual in the sense of frequency or severity vis-à-vis the prior five (5) year average); unusually severe shortages of construction materials (considering all feasible sources of supply); Underground Utilities which the Contract Documents, through error or omission, inaccurately show or indicate; Underground Utilities not previously located; objection, for the **Owner's** convenience, to a nominated Subcontractor; Archaeological Features; suspension of Work; changes in the Work, differing site conditions; variation in quantities; and Delay, as provided in this paragraph, of Subcontractors or Suppliers, at any tier, not caused in whole or in part by any act or omission within the control of both the **Contractor** and any such Subcontractors and Suppliers.

11.2.3. If upon evaluation of the **Contractor's** analysis, the **Owner** approves an extension in Contract Time for Delay not caused in whole or in part by any act or omission within the control of the **Owner** and/or **Professional**, the **Owner** shall authorize the necessary adjustment in Contract Time *only*. If the **Owner** approves an extension in Contract Time for Delay caused in whole or in part by any act or omission within the control of the **Owner** and/or **Professional**, the **Owner** shall authorize the necessary adjustments in Contract Time and Contract Price.

11.3 Methods for Making Adjustments in Contract Price:

11.3.1. The method to be used to determine any adjustment in Contract Price shall be selected by the **Owner** from one of the methods in paragraph 11.3.1.1 through 11.3.1.3, or otherwise shall be limited to the methods in paragraph 11.3.1.4 or 11.3.1.5.

11.3.1.1. If any Work Involved is covered by lump sum prices or unit prices contained in the Contract Documents, those prices shall be used (subject to the terms and conditions of paragraph 10.6 Unit Price Work). In the latter case, the unit prices shall be applied to the quantity of Unit Price Work Involved.

11.3.1.2. If any Work Involved is not covered by lump sum or unit prices contained in the Contract Documents, then application of a lump sum price may be negotiated using the **Contractor's** itemized estimate of the *anticipated* Cost of the Work Involved, as specified in this Article, and a Fee for the Work Involved, as specified in paragraph 11.11.1.

11.3.1.3. If the Work Involved is not covered by the first two methods, the **Owner** may direct the **Contractor** to proceed with the Work Involved on an *actual cost* basis, with or without a guaranteed maximum, based on an itemized breakdown of the *actual* Cost of the Work Involved, as specified in this Article, and a Fee for the Work Involved, as specified in paragraph 11.11.2.

11.3.1.4. If the Work Involved is not covered by the first two methods, the **Owner** may direct the **Contractor** to proceed through a *unilateral* Change Order on a lump sum basis or a not-to-exceed basis, based on the **Professional's** estimate of the anticipated Cost of Work Involved and a Fee for the Work Involved, as specified in paragraph 11.11.1 or 11.11.2.

11.3.1.5. If payment for the Work Involved is to be determined by the Michigan Court of Claims or a AAA arbitration panel, it is agreed by the **Contractor** that the *actual cost* and Fee method in paragraph 11.3.1.3 shall represent the appropriate method for determining such payment.

11.3.2. Items making-up the Cost of the Work Involved shall be allowable to the extent (a) consistent with those prevailing in the Project locality, (b) necessary, reasonable, and clearly allocable to the Work Involved, and (c) limited to labor costs, Subcontract costs, material and equipment costs, construction equipment costs and general conditions costs, as specified in this Article.

11.4 Labor, Subcontract and Material/Equipment Costs:

11.4.1. The Cost of any Work Involved includes the **Contractor's** payroll costs for craft workers resident at the site (through crew foremen) assigned to furnishing and incorporating materials and equipment into the Work Involved. If craft labor manhours exceed those that can be gleaned from the Means Cost Data, or other cost guide acceptable to the **Owner**, the **Contractor** shall provide proper justification, which shall be acceptable to the **Professional**.

11.4.1.1. Payroll costs shall include wages, labor burdens and a factor for field supplies and purchase costs (less market value if not consumed) of tools not owned by the workers. Labor burdens shall be certified by an authorized financial representative of the **Contractor** and may include social security, unemployment taxes, workers' compensation, health and retirement benefits, vacation, and holiday pay. The factor for field supplies and tools (individually valued at less than $1,000.00) shall not exceed four percent (4%) of the wages without burdens, unless the **Contractor** furnishes detailed data which supports a higher factor. For actual payroll costs, **Contractor** time sheets verified by the **Professional** and/or certified payrolls shall be the only valid Records. For actual payroll costs under paragraph 11.3.1.5, time sheets shall be valid only if they expressly correlate to the Work Involved and were recorded at that time and/or used for certified payrolls.

11.4.2. The Cost of the Work Involved includes the **Contractor's** costs for the labor costs, (lower tier) Subcontract costs, material and equipment costs and general conditions costs of Subcontractors nominated for the Work Involved. Except for a higher six percent (6%) limit on the factor for field supplies and small tools, the methods for calculating Subcontractors' costs shall be the same as those for **Contractor** costs,

except that the term "Subcontractor" shall replace the term "**Contractor**," context permitting. If the **Owner** and **Contractor** agree in advance, the **Contractor** shall obtain detailed quotations and shall nominate at least two (2) Subcontractors, acceptable to both the **Contractor** and **Professional**, for selection by the **Owner**.

11.4.3. The Cost of any Work Involved includes the **Contractor's** costs for materials, commodities (including all fuel, gas, or other consumables necessary to operate any equipment), devices, equipment, transportation, storage, and necessary Suppliers' field services. All trade discounts, rebates and refunds and returns from surplus sales that can be realized at the time of pricing shall accrue to the **Owner**, and the **Contractor** shall make arrangements so that they may be obtained. If the Bulletin for the Work Involved *lists* specific Suppliers, the **Contractor** shall obtain written quotations from them and shall nominate one of the *listed* Suppliers to allow a comprehensive review of the proposal by the **Professional**. Invoices segregating items relating to the Work Involved shall be valid Records in support of actual Supplier costs.

11.5 Construction Equipment Costs:

11.5.1. The cost of any Work Involved includes costs for individual construction equipment with replacement value in excess of $1,000.00. Transportation, loading and unloading, installation, dismantling and removal and shipping costs shall be allowed to the extent required by the Work Involved and reasonable under the circumstances. Equipment costs shall cease when the equipment is no longer needed for the Work Involved. Payroll costs for labor operating the equipment are as specified in paragraph 11.4.1. Equipment costs shall be computed using the same accounting and estimating rules and prices, whether related to added or deleted Work.

11.5.2. When determining actual construction equipment costs (a) under paragraph 11.3.1.3, daily logs of the equipment, operators, and actual usage, verified by the **Professional**, shall be the valid Records; (b) under paragraph 11.3.1.5, such daily Records shall be valid only if developed when any such Work Involved was performed and used for accounting purposes.

11.5.3. Rented (or owned) equipment, idled solely by actions of the **Owner** or **Professional**, shall be paid at the rate for rented equipment (or at fifty percent (50%) of the rate for owned equipment) provided the idle period exceeds what is normal for the equipment and occurs during normal working hours.

11.6 Rented or Leased Construction Equipment:

11.6.1. Construction equipment rented or leased from third parties shall be priced using the rates negotiated between the **Owner** and **Contractor**. If no agreement is reached, those rates listed in the Rental Rate "Blue Book" published by PRIMEDIA Information Inc. of San Jose, Ca, for the region where the Project is located applicable to the equipment (model number and year) shall be used. For equipment leased or rented on an hourly basis, the rate for second or third shifts shall not exceed fifty percent (50%) of the base rate. Operating costs shall not exceed the hourly operation rate in the Blue Book. Hourly rates for equipment previously in use at the site for a month or longer shall use the monthly rate divided by 176 hours. Equipment previously in use for only one week or not previously in use at the site shall be invoiced to the **Owner** using the following schedule of equipment use:

Less than 8 hours	Hourly Rate
1 Day but less than 7 Calendar Days	Daily Rate
1 week but less than 30 Calendar Days	Weekly Rate
30 Calendar Days or more (when in use)	Monthly Rate

11.7 Owned Construction Equipment:

11.7.1. Construction equipment owned by the **Contractor** or rented or leased from lessors associated with or owned by the **Contractor**, shall be priced using the rates negotiated between the **Owner** and **Contractor** based on the **Contractor's** normal accounting practices. If no agreement is reached, the hourly rates in the "Contractor's Equipment Cost Guide," published by PRIMEDIA Information Inc. for the region where the Project is located shall be used. Operating costs shall not exceed the hourly operation rate in the Blue Book. For multiple shifts, rates shall not exceed the shift Work adjustments recommended in the Cost Guide.

11.8 General Conditions Costs:

11.8.1. The Cost of any Work Involved may include necessary general conditions costs to the extent those costs increase or decrease on account of, or are directly attributable to, the performance of Work Involved, or are required due to an extension in Contract Time or Delay under paragraph 11.13.5. Categories of general conditions which are allowable under this paragraph (subject to the provisions of paragraph 11.9) include:

11.8.1.1. To the extent agreed to in advance by the **Owner**, payroll costs for the **Contractor's** project manager or construction manager, but not both, for Work activities conducted at the site.

11.8.1.2. Payroll costs for the **Contractor's** superintendent and full-time general foremen, if any are assigned to the Work, for Work Involved performed beyond normal working hours and/or to the extent those costs and subsistence expenses arise solely from an extension in Contract Time or Delay under paragraph 11.13.5.

11.8.1.3. If agreed to in advance by the **Owner**, payroll costs for management personnel resident and working at the site and for workers not covered under paragraph 11.4.1, resident at the site and engaged as support workers (i.e., loading/unloading, clean-up, etc.) to workers covered under paragraph 11.4.1.

11.8.1.4. Costs of office and temporary facilities at the site, including office materials, office supplies, office equipment, minor expenses, utilities, fuel, sanitary facilities, internet, and telephone service at the site, provided those cost arise solely from an extension in Contract Time or Delay under paragraph 11.13.5.

11.8.1.5. Costs of liability insurance premiums for insurance not included within the labor burdens charged under paragraph 11.4.1, and costs of Bond premiums.

11.8.1.6. Costs of consultants not in the direct employ of the **Contractor**, or Subcontractors not covered under paragraph 11.4.2; to the extent authorized by the **Owner** before proceeding with the Work Involved, and provided that those costs are neither covered by paragraph 11.4 nor excluded by paragraph 11.10; and

11.8.1.7. Taxes on the Work Involved, and for which the **Contractor** is liable; and royalty payments and fees for permits and licenses, provided they relate solely to the Work Involved.

11.9 Limitations on Allowable Costs:

11.9.1. The **Contractor** shall not include as part of the Cost of any Work Involved any construction equipment costs, small tool costs, or general conditions costs that do not increase on account of, or are not directly attributable to, the furnishing and/or performance of any Work Involved. Examples of such unallowable costs include:

11.9.1.1. Charges for **Contractor's** superintendent, general foremen and management personnel assigned full-time to the Work, if the charges relate to Work Involved which does not extend the Contract Time or cause Delay under paragraph 11.13.5, or to Work Involved not performed beyond normal working hours.

11.9.1.2. Fixed percent mark-ups for construction equipment (as opposed to specific construction equipment costs); or

11.9.1.3. Cost of field supplies and/or small tools solely for extensions in Contract Time or Delay under paragraph 11.13.5.

11.9.2. Changes in Contract Price for extensions in Contract Time or Delay under paragraph 11.13.5 shall exclude any costs that are unaffected or do not relate to the extension in Contract Time or the Delay in early completion. Examples include:

11.9.2.1. Operating costs of construction equipment assigned to the Work for the duration, to the extent used in the incorporation of materials and equipment into the Work, provided the equipment is not subject to increased usage because of the extension in Contract Time or the Delay in early completion.

11.9.2.2. Operating costs plus owned/rental costs of construction equipment brought to the site for a specific activity (crane used for specific lifts, concrete pump used for pours, etc.), provided the equipment is not subject to increased usage because of the extension in Contract Time or the Delay in early completion.

11.9.2.3. Construction equipment and site facilities which are fully paid under the Contract Price for the Work, as awarded.

11.9.3. The **Contractor** shall not include as part of the Cost of any Work Involved acceleration costs incurred, for the **Contractor's** benefit, to make-up Delay which warrant extensions in Contract Time but do not justify increases in Contract Price.

11.10 Costs Covered by the Fee for the Work Involved (and not Allowable as Cost of the Work Involved):

11.10.1. **Contractor** administrative costs and home office overhead, whether at the **Contractor's** principal or branch offices, shall not be allowable as elements of the Cost of Work Involved. Rather, those administrative costs and home office overhead shall be non-reimbursable expenses covered by the Fee for the Work Involved. Examples of administrative costs or home office overhead covered by this provision include, without limitation:

11.10.1.1. Payroll costs and other compensation of executives, general and administrative managers, estimators (except to the extent agreed to in advance by the **Owner**), claim consultants, attorneys, accountants, labor relation coordinators, purchasers, expeditors, and other administrative staff, whether resident at the **Contractor's** principal or branch offices.

11.10.1.2. Payroll costs and other compensation of project managers, construction managers, architects, engineers, schedulers, detailers, safety personnel, clerks, and other administrative staff not resident at the site and who are not part of the **Contractor's** general conditions personnel contingent.

11.10.1.3. Costs of engineers, architects, accountants, consultants, attorneys, and others, in the direct employ of the **Contractor** or otherwise, utilized for services related to a controversy or claim about the acceptability of the Work.

11.10.1.4. Costs incurred in the preparation of Contract Change Orders (whether or not ultimately authorized by the **Owner**), except as otherwise authorized by the **Owner**; and costs incurred in the preparation or filing of claims; and

11.10.1.5. Any interest on the Work Involved, unless otherwise allowed by the Michigan Court of Claims or an arbitration panel; charges for delinquent payments; lost interest on unpaid withholdings; lost profits and lost opportunities; and home office storage and yard facilities.

11.11 Limits on the Fee for the Work Involved:

11.11.1. Any adjustment in Contract Price made by *bilateral* Change Order which stipulates a lump sum price (developed from the **Contractor's** itemized estimate of the *anticipated* Cost of the Work Involved) without incorporating a **Contractor** reservation of rights to claim additional adjustments, shall include a Fee for costs under paragraph 11.10 and for profit, not to exceed the following:

11.11.1.1. For Work Involved to be self-performed by the **Contractor**, the **Contractor's** Fee shall not exceed fifteen percent (15%) of the Cost of the Work Involved. For Work Involved to be performed by any nominated Subcontractor, regardless of tier, the nominated, performing Subcontractor's Fee also shall not exceed fifteen percent (15%) of the Cost of the Work Involved.

11.11.1.2. For Work Involved to be performed by any nominated Subcontractor, the **Contractor's** Fee shall be five percent (5%) of the performing Subcontractor's Cost of the Work Involved, excluding that Subcontractor's Fee. For Work Involved of any nominated lower tier Subcontractor, any corresponding higher tier Subcontractors and the Contractor shall share equally a Fee of five percent (5%) of the performing lower tier Subcontractor's Cost of the Work Involved, excluding the lower tier Subcontractor's Fee.

11.11.2. Any adjustment in Contract Price made by a *bilateral* Change Order (whether based on a *lump sum* or on the *actual cost* of the Work Involved) which incorporates a **Contractor** reservation of rights to claim additional adjustments, shall include a Fee of only two-thirds (2/3) of the Fee otherwise resulting from the application of paragraphs 11.11.1 or 11.11.2.

11.11.3. The credit to be allowed to the **Owner** for any individual change consisting of deletions, or additions and deletions, that yields a negative net Cost of the Work Involved, shall be the amount of the net decrease and, if the negative net Cost of the Work Involved exceeds $10,000.00, a Fee credit of one-fifth of the Fee resulting from the application of paragraphs 11.11.1.1 through 11.11.1.3 shall be added to that amount.

11.11.4. For any change in the Work combining additions, revisions, and deletions, one single Fee for the Work Involved shall be added to the net Cost of the Work Involved, unless the change in the Work combines self-performed **Contractor** Work and Subcontractor Work, or Work of more than one Subcontractor, or both, in which case separate Fees for the **Contractor** Work and for the Subcontractor Work shall be calculated, as appropriate.

11.11.6. In the event unrelated changes in the Work are grouped in a Bulletin, or included in a claim, and each of the changes yields a net increase or decrease in the Cost of the Work Involved, the combined Fee for the changes in the Work so grouped shall be computed as the sum of the individual Fees otherwise calculated under paragraphs 11.11.1 through 11.11.5.

11.12 Fee for Unabsorbed Home Office Overhead:

11.12.1. It is intended that the Fee for the Work Involved allowed under paragraph 11.11 shall be included with any adjustment in Contract Price for any Cost of Work Involved. However, the Fee under paragraph 11.11.1 shall not be intended to cover unabsorbed home office overhead resulting from an extension of the Contract Time stated in paragraph 4.1.1 of Section 00500 Agreement. When justified under the Contract Documents, Fee for unabsorbed home office overhead shall be calculated as detailed in paragraph 11.12.2.

11.12.2. If an extension of the Contract Time stated in paragraph 4.1.1 of Section 00500 Agreement and an increase in Contract Price for such an extension in Contract Time is justified under the Contract Documents, the **Owner** shall negotiate with the **Contractor** the reimbursement of an amount for the **Contractor's** home office overhead (under paragraph 11.10) that will be or were unabsorbed before the expiration of that Contract Time. Any such reimbursement shall be based on the lesser of: (a) the product of the ratio of the **Contractor's** home office overhead to its contract billings times the Contract Price in paragraph 3.1 of Section 00500 Agreement that remains unbilled on the expiration of that Contract Time, or (b) that amount derived from the Eichleay formula.

11.13 Changes in Contract Time for Early Completion:

11.13.1. The Contract Times specified in paragraph 4.1 of Section 00500 Agreement represent the **Professional's** best estimate of the time required to complete the Work and take into account comparisons with completed work similar in scope and character to the Work and constructed under similar conditions.

11.13.2. Since "time is of the essence" in performing this Contract, any early completion Rev. 0 Progress Schedule considered acceptable by the **Owne**r shall be construed as setting forth a corresponding amount of Contract Float, unless the **Contractor** delivers notice of a request for a shortening of the Contract Time within thirty (30) Calendar Days after receiving the **Owner's** written notice of "no objection" to such Rev. 0 Progress Schedule.

11.13.3. If the **Contractor** requests that the Contract Times be shortened to eliminate the Contract Float on any such early completion Progress Schedule, and the **Owner** agrees to the **Contractor's** request, the **Owner** and **Contractor** may negotiate a reduction in the affected Contract Time. Concurrently, the **Owner** will develop a level of liquidated damages appropriate to the revised Contract Time(s) or, if more appropriate under the circumstances, the **Owner** will specify actual damages, applicable from the negotiated, earlier Contract Time to the Contract Time under revision. In such case, the aggregate actual damages shall not exceed the sum liquidated damages that may have resulted from the originally specified liquidated damages. Such agreement shall be memorialized through an appropriate Change Order.

11.13.4. If the **Owner** and **Contractor** are unable to agree to such reduction in the Contract Times, or the **Contractor** rejects the **Owner's** assessment of liquidated or the stipulation of actual damages, or both, the Contract Times in question shall remain unaltered and the early completion Progress Schedule shall be employed as provided in the Contract Documents.

11.13.5. To the extent that the Progress Schedule supports an early completion date, and a Delay extends performance of the Work beyond the **Contractor's** early completion date but not beyond the corresponding Contract Time, if the **Contractor** pursues an increase in Contract Price for such Delay in early completion, the **Owner** shall consider such request, subject to the following: (a) the early completion is reasonably achievable, i.e., includes proper allowances for weather, **Owner** and **Professional** activities, rework and other foreseeable events within the control of the **Contractor**, (b) the Progress Schedule used to support the request is loaded with Activity manpower data, and (c) the adjustment in Contract Price shall equal fifty percent (50%) of the **Contractor's** Delay costs otherwise allowable under this Article.

11.13.6. As a point of emphasis, under these provisions, an increase in Contract Time and an increase in Contract Price equaling the **Contractor's** costs occasioned by the Delay (as opposed to only fifty percent (50%) of the **Contractor's** Delay costs), shall be justified only if the Delay attributable to the **Owner** and/or **Professional** necessarily extends Substantial Completion of the Work, or the portion of the Work having a specified Contract Time, beyond the correspondingly specified Contract Time.

11.14 Access to Records:

11.14.1. The **Contractor** shall maintain and keep and shall require all Subcontractors and Suppliers to maintain and keep, in accordance with generally accepted accounting principles, Records pertaining to the bidding, award and performance of the Work, including, but not limited to payroll and employment Records and all data used in estimating the **Contractor's** Bid and in pricing and negotiating Work covered by any Change Order, Change Authorization, proposal or claim.

11.14.2. For changes payable on an *actual cost* basis, or in the event of any claim, dispute, litigation, audit exception or appeal or termination, the **Owner** and any of the **Owner's** duly authorized representatives shall have access to those Records for the purpose of inspection, audit/review and scanning/copying. The **Contractor** shall provide appropriate facilities for access promptly after receiving a request. The **Owner** and any of its duly authorized representatives shall have the right to interview **Contractor** employees. The **Contractor** shall make employees available on Business Days between 8:00 AM and 4:00 PM, as requested.

11.14.3. Certified payroll and other employment Records of workers assigned to the site, including apprentices and trainees, maintained to comply with the requirements of this provision, shall contain the name and address of each worker, correct wage classification, rate of pay (including contributions, or costs assumed to provide, for fringe benefits), daily and weekly number of hours worked, deductions made, and actual wages paid. The **Contractor** shall maintain Records that show: (a) the anticipated costs or actual costs incurred in providing such benefits, (b) that the commitment to provide such benefits is enforceable, and (c) that the plan or program is financially responsible and has been communicated in writing to the workers affected.

11.14.4. Access to Records, as prescribed in this paragraph, shall be allowed at any time during the execution of the Work and shall remain in full force and effect for five (5) years after final payment, or termination (in the event of termination), or date of final resolution of any dispute, litigation, audit exception or appeal – whichever event actually applies to this Contract.

11.15 Price Reduction for Defective Cost and Pricing Data:

11.15.1. If at any time during the prosecution of the Work, there is good cause to doubt the **Contractor's** compliance with the Defective Cost and Pricing Data requirements of this paragraph 11.15, the **Owner** shall be entitled to make an appropriate withholding from any payment otherwise owed to the **Contractor**.

11.15.2. Whenever the **Contractor** signs a proposal for a Contract Price or Contract Time adjustment, a Change Order or a claim settlement, the **Contractor** will be deemed to have certified, to the **Contractor's** best knowledge and belief, that the representations made and data submitted in pricing and negotiating the Cost of the Work Involved in that price proposal, Change Order, or claim settlement: (a) were made in good faith and are consistent with the facts, (b) are consistent with the provisions of Articles 10 and 11, and (c) are complete, accurate and current as of the date agreement was reached on the corresponding adjustments in Contract Price and/or Contract Time. This certification shall apply in each and every respect to any Subcontractor and Supplier who signs any cost and pricing data attached to any such a proposal for a Contract Price or Contract Time adjustment, Change Order or claim settlement.

11.15.3. If any adjustment in Contract Price or Contract Time made by any Change Order, claim or dispute settlement was increased by a material and significant amount because the **Contractor**, or any Subcontractor or Supplier, at any tier, made representations or furnished cost or pricing data of any kind that were false, contained math errors or were incomplete, the Contract Price shall be correspondingly reduced by Change Order.

ARTICLE 12 PROGRESS PAYMENTS; FINAL PAYMENT

12.1 Schedule of Values:

12.1.1. The Schedule of Values shall be approved by the **Professional** and accepted by the Owner and divide the Work into pay items for significant Sections and areas, facilities, or structures, with subtotals for first tier Subcontractors. If required in Division 1, the Schedule of Values shall be supported by a more detailed breakdown allocating the pay items to the Progress Schedule Activities.

12.1.2. The Schedule of Values shall tabulate labor costs, Subcontract costs and material and equipment costs. Labor costs shall include appropriate sums for construction equipment costs, general conditions costs, administrative costs (paragraph 11.10) and profit, unless separate pay items are itemized for those costs.

*12.1.3. The Schedule of Values shall include the following close-out pay items: (a) two percent (2%) of the Contract Price for Fire Marshall approval, certificate of occupancy and other code approvals, as specified in the Contract Documents, (b) two percent (2%) of the Contract Price for manufacturer warranties, finalized operating and maintenance documentation, **Owner** training documentation, and test and balance reports, and (c) two percent (2%) of the Contract Price to cover finalized Record Documents.

12.2 Requests for Payment:

12.2.1. Once each month, the **Contractor** shall submit to the **Professional** a Request for Payment on the **Owner's** form signed by the **Contractor** certifying Work completed and enclosing all supporting documentation. Each Request for Payment shall certify that all monies owed by the **Contractor** to Subcontractors and Suppliers for which payment previously has been sought has been paid from payments received and include a sworn statement. No Request for Payment shall include amounts for a Subcontractor or Supplier if the **Contractor** does not intend to use the payments requested, when received, to reduce the **Contractor's** outstanding obligations on the Work.

12.2.2. **The State will only disburse payments under this Contract through Electronic Funds Transfer (EFT)**. Contractor must register with the State at SIGMA VSS to receive electronic fund transfer payments. If Contractor does not register, the State is not liable for failure to provide payment. Without prejudice to any other right or remedy it may have, the State reserves the right to set off at any time any amount then due and owing to it by Contractor against any amount payable by the State to Contractor under this Contract.

12.2.3. Payment to the **Contractor**, if approved by the **Owner**, will be made within thirty (30) Calendar Days after the **Owner** receives and approves a certified Request for Payment from the **Professional**. Payment for authorized reimbursable expenses shall be made monthly in the amount incurred before the cut-off date, provided each payment request expense is properly documented in spreadsheet form detailing the information about the request. The **Contractor** will provide a certification in writing that the payment request submittal is true and accurate.

12.2.4. If payment is requested based on materials and equipment stored at the site or at another location agreed to in writing, the Request for Payment also shall be accompanied by (a) consent of surety, (b) a bill of sale, invoice or other documentation warranting that the **Owner** has received the materials and equipment free and clear of all liens, and (c) evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect them and the **Owner's** interests. If the documentation provided by the **Contractor** to comply with the intent of this paragraph is unsatisfactory, the **Owner** shall be entitled to withhold an appropriate amount from that Request for Payment until the **Contractor** provides documentation acceptable to the **Owner.**

12.2.5. The **Contractor** warrants and guarantees that title to all Work, materials and equipment covered by any Request for Payment, whether incorporated in the Work or not, will pass to the **Owner** free and clear of all liens no later than at the time of payment by the **Owner** to the **Contractor**.

12.3 Review of Request for Payment; Intent of Review:

12.3.1. Within ten (10) Calendar Days after receipt of a Request for Payment, the **Professional** shall certify to the **Owner** the amount the **Professional** determines to be due or shall return the Request for Payment to the **Contractor** indicating the reasons for withholding certification.

Certification shall be based on the **Professional's** review of the Request for Payment and enclosed documentation, On-Site Inspections, and on-site Project representation, if any has been provided. If a Request for Payment is returned to the **Contractor**, the **Contractor** shall make the necessary corrections and resubmit that Request for Payment.

12.3.2. The **Professional's** certification of any Request for Payment constitutes a representation to the **Owner** that the Work has progressed to the point indicated; that to the best of the **Professional's** knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents; and that the **Contractor** is entitled to payment in the amount certified. Any such representation by the **Professional**, however, shall be subject to an evaluation of the Work as a functioning whole before and upon Substantial Completion; to the results of any subsequent tests called for in the Contract Documents; to a final determination of quantities and classifications of Unit Price Work (if any is specified) and to any other qualifications stated in the certification.

12.3.3. In the case of final payment, the **Professional's** certification of final payment and recommendation that the Work is acceptable shall be a further representation that conditions governing final payment to the **Contractor** have been met.

12.4 Refusal to Make or to Recommend Payment:

12.4.1. The **Owner** may withhold from any payment an amount based on the **Professional's** refusal to recommend payment or the **Owner's** estimate of the fair value of items entitling the **Owner** to a withholding. Such may include, but not be limited to liquidated damages, claims made against the **Owner** arising out of or related to the Work, payment claims, or failure by the **Contractor** to reimburse the **Owner** any costs the **Owner** is entitled to recover. The **Owner** will give the **Contractor** reasonably prompt written notice supporting such action.

12.4.2. The **Professional** may refuse to recommend all or any part of any payment, or because of subsequently discovered evidence, inspections or tests or the value of the Punch List, nullify all or any portion of any payment previously recommended, as the **Professional** may consider necessary to protect the **Owner** from loss because (a) the Work is Defective or completed Work has been damaged requiring correction or replacement, (b) a defective work/non-compliance notice has not been acknowledged by the Contractor, (c) the Contract Price has been reduced by Change Order, (d) it has been necessary that the **Owner** correct Defective Work or complete Work, (e) reasonable evidence exists that all or a part of the Work will not be completed within the corresponding Contract Time, (f) of the **Contractor's** failure to comply with all material requirements of the Contract, including, but not limited to the failure to submit Progress Schedule Submittals or Record Documents when due, (g) stored materials for which payment has been made or is sought has been determined by the **Professional** to be damaged or missing, (h) amounts are requested for a Supplier which is not the Supplier named in the **Contractor's** completed Section 00440 Schedule of Materials and Equipment or a Supplier approved by the **Professional** through an "or equal" or substitution procedure, or (i) the **Professional** reasonably believes or knows of the occurrence of an event justifying termination for cause.

12.5 Request for Final Payment:

12.5.1. The **Contractor** shall complete the Substantial Completion Punch List within the Contract Time and date fixed by the **Professional**. The **Contractor** shall assemble all requisite documentation before requesting final inspection.

12.5.2. Upon written notice from the **Contractor** that the **Contractor** considers the entire Work, or a part of the Work for which final payment is specified in the Contract Documents, to be complete and ready for final payment, the **Professional** will make a final completion inspection with the **Owner** and **Contractor** and notify the **Contractor** in writing of all instances of incomplete or Defective Work revealed by the final inspection. The **Contractor** shall immediately undertake all necessary measure to complete Work in the final completion inspection.

12.5.3. The **Contractor** may request final payment after completing the incomplete or Defective Work to the satisfaction of the **Professional** and delivering final operating and maintenance documentation (with revisions made after Substantial Completion), warranties, inspection certificates, Record Documents (with revisions made after Substantial Completion), release of payment claim forms and all other required documents.

12.5.4. The **Contractor's** request for final payment shall enclose evidence of completed operations insurance and affidavit certifying that the insurance coverage will not be canceled, materially changed or renewal refused except as provided in paragraph 7.4.3, and an affidavit certifying that the surety agrees that final payment shall not relieve the surety of any of its obligations under the Performance Bond and Payment Bond. The **Contractor's** request for final payment shall further include (a) a **Contractor's** "Guarantee and Statement" (available from the **Owner**, form DTMB-0437) containing a statement of guaranteed indebtedness acceptable to the **Owner** in the full amount of the Contract Price, or a release of payment claims in the form of a release of liens, or a Bond or other security acceptable to the **Owner** to indemnify the **Owner** against any payment claim, and (b) a list of all pending insurance claims arising out of or resulting from the Work being handled by the **Contractor** and/or its insurer.

12.6 Final Payment and Acceptance:

12.6.1. If the **Professional** is satisfied that the Work, or a part of the Work for which separate final payment is specified in the Contract Documents, has been completed and the **Contractor's** other obligations under the Contract Documents have been fulfilled, the **Professional** will, within thirty (30) Calendar Days after receipt of the final payment request, furnish to the **Owner** and **Contractor** the **Professional's** certification of final payment and acceptance. If the **Professional** is not satisfied, the **Professional** will return that request to the **Contractor**, indicating in writing the reasons for not certifying final payment, in which case the **Contractor** shall make the necessary corrections and request that final payment again be considered.

12.6.2. If the **Owner** concurs with the **Professional's** certification of final payment, the **Owner** will, within thirty (30) Calendar Days after receipt by the **Owner** of the **Professional's** certified recommendation of final acceptance, pay the balance of the Contract Price, subject to those provisions governing final payment specified in the Contract Documents. If the **Owner** does not concur with the **Professional's** determination, the **Owner** will return the request for final payment to the **Contractor** indicating in writing the reasons for refusing final payment and acceptance. In that case, the **Contractor** shall make the necessary corrections and shall request that final payment be again considered by the **Owner**. The **Owner's** written determination will be binding upon the **Contractor**, unless the **Contractor** delivers a notice of a claim and a claim Submittal within the deadlines set forth in Article 15.

12.6.3. If final completion of the Work is significantly delayed through no fault of the **Contractor**, the **Owner** may, upon receipt of the **Contractor's** final Request for Payment, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. Payment of the balance due shall be made under the provisions for final payment but shall not constitute a waiver of claims.

12.6.4. The **Owner** shall pay with reasonable promptness any amounts deducted from the final payment, upon resolution of the claims justifying withholding of such monies.

12.7 Contractor's Continuing Obligation:

12.7.1. The following does not constitute acceptance of the Work in the event the Work or any Work is not in accordance with the Contract Documents, and therefore does not release the **Contractor** from its obligation to perform and furnish the Work in accordance with the Contract Documents: (a) a certification by the **Professional** of any Request for Payment or final payment; (b) the issuance of a Substantial Completion certificate; (c) any payment by the **Owner** to the **Contractor**; (d) any Partial Use; (e) any act of acceptance by the **Owner** or any failure to do so; (f) any review and approval of a Shop Drawing, sample, test procedure or other Submittal; (g) any review of a Progress Schedule; (h) any On-Site Inspection; (i) any inspection, test or approval; (j) any issuance of a notice of acceptability by the **Professional**; or (k) any correction of Defective Work or any completion of Work by the **Owner**.

12.8 Waiver of Claims:

12.8.1. The making and acceptance of final payment do not constitute a waiver by the **Owner** of any rights as to the **Contractor's** continuing obligations under the Contract Documents, nor will it constitute a waiver of any claims by the **Owner** against the **Contractor** still unsettled, or arising from unsettled payment claims, Defective Work appearing after final inspection or failure by the **Contractor** to comply with the Contract Documents or the terms of any special warranties provided by the Contract Documents or by Law.

12.8.2. The making and acceptance of final payment will constitute a waiver of all claims by the **Contractor** against the **Owner**, other than those claims previously made in writing, on a timely basis in accordance with Article 15, and still unsettled.

ARTICLE 13 OTHER WORK

13.1 Related Work at Site:

13.1.1. During the period allowed for the furnishing and performance and completion of the Work, the **Owner** may undertake other work at the site with its own forces, or have other work performed at the site by other parties (including, but not limited to contractors or Public Utilities). If the Contract Documents do not note the performance of any such other work, written notice will be given to the **Contractor** before starting that work.

13.1.2. Whenever work to be performed by the **Contractor** interfaces with other work, the **Contractor** shall coordinate that work with the interfacing work. Paragraphs 13.2 and 13.3 outline representative duties and responsibilities assumed by the **Contractor** under this requirement.

Such duties and responsibilities are for the benefit of the parties on the other work to the extent there are comparable provisions for the benefit of the **Contractor** in the contracts between those parties and the **Owner**.

13.2 Coordination Requirements:

13.2.1. If other work is ongoing concurrently with the Work, the **Contractor** shall afford the responsible party proper and safe access to the site. The **Contractor** shall afford the other party a reasonable opportunity for the handling, unloading and storage of their materials and equipment and for the execution of their work.

13.2.2. If any part of the Work, for proper execution or results, interfaces on the work of the **Owner** or another party, the **Contractor** shall inspect and promptly report to the **Professional** in writing conditions in that work that render it unavailable or unsuitable for proper execution and results. The **Contractor's** failure to do so will constitute an acceptance of such other work as fit and proper for integration with the Work except for latent or non-apparent defects and deficiencies in the other work.

13.2.3. The **Contractor** shall do all cutting, fitting, patching, and interfacing of the Work that may be required to make any part of the Work come together properly and integrate with other work. The **Contractor** shall not cut, excavate, or otherwise alter any other work without prior written consent of the party responsible for such other work.The **Contractor** shall supply, install and/or cause items to be built into interfacing Work, verify dimensions of interfacing Work, and notify the **Professional** of interfacing work that is unsatisfactory for, or prevents satisfactory installation of, any Work. Installation of any Work shall constitute acceptance by the **Contractor** of all previously placed interfacing work.

13.2.4. The **Contractor** shall be responsible for cooperating with the **Professional** fully in the coordination of the **Contractor** Submittals with interfacing submittals of other parties whose work in any way integrates with the Work or vice versa. Any such coordinated Submittal of the **Contractor** shall identify, by specific written notation, Work which integrates with the other work and of which the **Contractor** knows or has reason to know.

13.2.5. If the **Owner** contracts for other work, the **Owner** will have authority and responsibility for coordinating the operations of the **Contractor** and the other work. The **Owner** may delegate the specific authority and responsibility for coordinating the operations of the **Contractor** and of those parties performing the other work to another organization either by provision in Section 00800 Supplementary Conditions or at the pre-construction conference.

13.3 Claims Between the Contractor and Other Parties:

13.3.1. If the **Contractor** causes damage to the work or property of others, or if a claim arising out of the **Contractor's** execution of Work is made by another party against the **Contractor**, **Owner** or **Professional**, the **Contractor** shall promptly attempt to settle with that party by agreement or otherwise resolve the claim. The **Contractor** shall in any event, defend, indemnify, and hold harmless the **Owner** and **Professional** from and against all claims, as provided in paragraph 1.4, and/or judgments arising out of or resulting from damage by the **Contractor** to the work or property of others.

13.3.2. If another party causes damage to the Work or property of the **Contractor**, or if the performance of other work results in any claim by the **Contractor**, the **Contractor** shall promptly resolve the issue by agreement or otherwise resolve the claim. The **Contractor** shall not begin any action against the **Owner** (or its departments, agencies, boards, commissions, officers, and employees) or **Professional** (or their consultants, agents or any of their directors, officers, shareholders, agents, or employees), or permit any action against them to be maintained in the **Contractor's** name or for the **Contractor's** benefit before any court or tribunal, which action seeks to impose liability or recover damages from the **Owner** or **Professional** for such claim.

13.3.3. If the **Contractor** becomes involved in settling or otherwise resolving claims and disputes with other parties performing other work from events covered under paragraphs 13.3.1 or 13.3.2, or because of any other similar controversy, including damage to the Work or other work, or a dispute about responsibility for clean-up or any other issue, neither the **Owner** or **Professional** nor any of their respective consultants, agents, directors, shareholders, officers or employees will be involved in any way in such action (unless subpoenaed or ordered by a court). If the **Owner** incurs costs or damages of the types barred by the provisions paragraphs 13.3.1 and 13.3.2, the **Contractor** shall reimburse those costs and damages to the **Owner**.

13.3.4. Except as excluded in paragraph 13.3.5, if any party performing other work causes Delay upon the Work and if, upon a request from the **Contractor**, the **Owner** determines that any such Delay justifies an increase in Contract Price and/or Contract Time, the **Owner** shall amend the Contract Documents to provide the necessary adjustment in Contract Price or Contract Time, or both.

13.3.5. If a party performing other work is granted an extension in a contract time only (on account of Delay not reasonably anticipatable under the circumstances nor caused, in whole or in part, by any act or omission of the other party, the **Owner**, **Professional** or the **Owner's** representative on that other work), and if, upon a request from the **Contractor**, the **Owner** determines that the time extension granted to the other work requires a change in a coterminous Contract Time in the Contract Documents, the **Owner** shall amend the Contract Documents to provide for the necessary change in Contract Time only.

ARTICLE 14 TERMINATION

14.1 Notice Requiring Assurance of Due Performance:

14.1.1. The **Owner** may request the **Contractor** (with copy to the surety) to provide written assurance of due performance if, at any time, any of the following non-conformances occur, any of which, if not corrected, may justify defaulting the **Contractor**:

14.1.1.1. The **Contractor** fails to complete the Work, or a specified part of the Work, within the corresponding Contract Time; fails or refuses to supply sufficient management, supervision, workers, materials, or equipment; or otherwise fails to prosecute the Work, or any specified part of the Work, with the diligence required to comply with the Contract Time(s).

*14.1.1.2. The **Contractor** persistently disregards the authority of the **Professional** or violates or disregards a provision of the Contract Documents or the Laws of any Political Subdivision with jurisdiction; or

14.1.1.3. The **Contractor** admits in writing, or the **Owner** otherwise establishes, the **Contractor's** inability or refusal to pay the **Contractor's** debts generally as they become due; or in response to the **Owner's** demand, fails to provide adequate, written assurance that the **Contractor** has the financial resources necessary to complete the Work within the Contract Time.

14.1.2. Within seven (7) Calendar Days after the **Contractor** receives a notice requiring assurance of due performance, the **Contractor** shall meet with the **Owner** and present the **Contractor's** plan to correct the non-performance with supporting documentation. If the **Owner** determines that the **Contractor's** plan provides adequate assurance of due performance, that determination shall not waive the **Owner's** right to subsequently default the **Contractor** or affect any rights or remedies of the **Owner** against the **Contractor** and/or surety then existing or that may accrue in the future.

14.2 Contractor Default and Termination for Cause:

14.2.1. The **Owner**, after giving the **Contractor** and surety seven (7) Calendar Days' written notice of intent to default, may declare the **Contractor** in default and terminate the services of the **Contractor** of upon the occurrence of one or more of the following events:

14.2.1.1. At or after the meeting referred to in paragraph 14.1.2, the **Owner** determines that there is sufficient cause, giving the issues raised, to default the **Contractor.**

*14.2.1.2. The **Contractor** fails to comply with the Michigan Residency requirements (1984 PA 431, as amended, MCL 18.1241a); or is found to be in violation of Section 4 of 1980 PA 278 concerning unfair labor practices, or any nondiscrimination requirements imposed by Law.

14.2.1.3. The **Contractor** violates or breaches any material provision of the Contract Documents which provides contractually for the for-cause termination or rescission of the Contract or of the **Contractor's** right to complete the Work.

14.2.1.4. A trustee, receiver, custodian, or agent of the **Contractor** is appointed under contract, as opposed to under bankruptcy Law, whose appointment or authority to take over the **Contractor's** property is for the purpose of enforcing a lien against such property or for the general administration of such property for the benefit of the **Contractor's** creditors; or

14.2.1.5. It is determined that gratuities, including, but not limited to entertainment, gifts or donations were given by or on behalf of the **Contractor** to an official, agent, servant, or employee of the **Owner** or **Professional** to secure the Contract or favorable treatment with respect to the awarding or amending or the making of any determination relative to the execution of the Work.

14.2.2. Unless otherwise agreed between the **Owner** and **Contractor,** at the expiration of the seven (7) Day (intent to default) period, the **Contractor** shall immediately stop all Work and proceed in accordance with the **Owner's** instructions. Following receipt, and expiration, of a second seven (7) Day written notice period intended to allow the surety to complete an investigation of the default, the surety shall immediately:

14.2.2.1. If approved by the **Owner,** arrange for the **Contractor** to continue with performance and prosecution of the Work to completion; or

14.2.2.2. Undertake to perform and complete the Work, in accordance with the Contract Documents, in place of the **Contractor**, either through the surety's agents or by executing Sub agreements with qualified contractors (excluding the **Contractor** and any of the **Contractor's** affiliates), or both; and

14.2.2.3. If agreed to by the **Owner**, waive the surety's rights set forth elsewhere in this Article, and with reasonable promptness under the circumstances, after investigating in good faith and with due care and diligence, determine the amount for which it may be liable to the **Owner**, and present that determination to the **Owner**. If the **Owner** rejects that amount, the surety shall negotiate a sum acceptable to the **Owner** and promptly pay that amount to the **Owner** in full and with interest from the date the termination of the **Contractor's** services became effective. If the **Owner** rejects the sum determined by the surety, or if the surety fails to negotiate an agreement with the **Owner** on the amount of the surety's liability, the **Owner** shall have full power and authority to default the surety.

14.2.3. If the **Owner** has terminated the **Contractor**, and the surety elects to act under paragraph 14.2.2.2, the **Owner** will determine in good faith the amount necessary to cover the total direct, indirect and consequential costs (including, but not limited to liquidated damages, costs of correcting Work, fees and charges of engineers, architects, attorneys and others and any other costs and damages for which the surety is liable under Section 00610 Performance Bond) that the **Owner** believes it will sustain from that default. The **Owner** will communicate its determination to the surety, and the **Owner** will deduct that amount in its entirety from Requests for Payment under the Contract Documents. Upon completion of the Work, if the unpaid balance of the Contract Price is not sufficient to reimburse the **Owner** for all actual direct, indirect, and consequential costs resulting from the default of the **Contractor**, the surety and **Contractor**, jointly and severally, are liable to the **Owner** for the difference, which they shall pay to the **Owner** promptly.

14.2.4. If the **Owner** has terminated the **Contractor**, and the surety elects to act under paragraph 14.2.2.2, the surety's contract with another contractor makes that contractor a Subcontractor under the Contract, in which case: (a) the provisions of Article 11 shall remain in full force and effect, (b) the methods and criteria to be used to compute the surety's (in lieu of the **Contractor's**) and that contractor's Cost of and Fee for any Work involved shall be limited to those provided in Article 11, and (c) all Work performed by any such contractor pursuant to a Sub agreement with the surety shall be governed by the flow-through requirement in paragraph 5.1.6, the waiver of rights of subrogation provision in paragraph 7.8 and any other requirements of the Contract Documents governing Sub agreements.

14.2.5. If the **Owner** has terminated the **Contractor**, any such termination will not affect any rights or remedies of the **Owner** against the **Contractor** or surety, or both, then existing or that may accrue after termination. All provisions of the Contract Documents that, by their nature, survive final acceptance of the Work shall remain in full force and effect after a termination for cause of the **Contractor** or default of the surety, or both.

14.2.6. The **Owner** may, in its sole discretion, permit the **Contractor** to continue to perform Work when the **Contractor** is in default or has been defaulted. Such decision by the **Owner** shall in no way operate as a waiver of any of the **Owner's** rights under the Contract Documents or Section 00610 Performance Bond, nor in the event of a subsequent default, entitle the **Contractor** or surety to continue to perform or prosecute the Work to completion.

14.3 Surety Default:

14.3.1. If upon receipt of a notice of termination for cause, the surety fails to proceed immediately and as provided in paragraph 14.2.2, the **Owner** shall declare the surety in default under Section 00610 Performance Bond in accordance with the terms and conditions of this paragraph.

14.3.1.1. No default of the surety under the Section 00610 Performance Bond shall be declared, however, until the expiration of fifteen (15) Calendar Days after receipt by the surety of an additional written notice from the **Owner** demanding that the surety perform its obligations under Section 00610 Performance Bond.

14.3.2. If the **Owner** declares the surety in default, the **Owner** shall have full power and authority to exclude the surety and **Contractor** from the site, assume any Sub agreements that the **Owner** so selects and take possession of the Work and of all the surety's and **Contractor's** tools, plant and office, and construction equipment at the site (without liability to the surety or **Contractor** for trespass, rent or conversion). The **Owner** will (a) proceed to the full extent that the surety and **Contractor** could have proceeded, (b) incorporate into the Work all materials and equipment stored at the site or elsewhere, and (c) prosecute the Work to completion as the **Owner** may deem expedient. When the **Owner** exercises any of the rights or remedies provided in this paragraph, the **Owner** shall not be required to obtain the lowest price for Work performed.

14.3.3. If the **Owner** has defaulted the surety, any such termination or default will not affect any rights or remedies of the **Owner** against the **Contractor** or surety, or both, then existing or that may accrue after termination. Any retention or payment of monies due the **Contractor** or surety by the **Owner** will not release the **Contractor** or surety from liability. All provisions of the Contract Documents that, by their nature, survive final acceptance of the Work shall remain in full force and effect after a termination for cause of the **Contractor** or default of the surety, or both.

14.4 Termination for Convenience of the Owner:

14.4.1. Upon fifteen (15) Calendar Days' written notice to the **Contractor** and surety, or sooner if reasonable under the circumstances, the **Owner** may, without cause and without prejudice to any other right or remedy it may have, elect to terminate any part of the Work, or the Agreement in whole or in part, as the **Owner** may deem appropriate for its convenience. Upon receipt of any such termination notice, the **Contractor** shall immediately proceed in accordance with any specific instructions, protect and maintain the Work, and make reasonable and diligent efforts to mitigate costs associated with the termination.

14.4.2. In any termination for convenience, the **Contractor** shall be paid for (a) Work completed, in accordance with the Contract Documents, before receipt of the notice of termination, and (b) reasonable termination settlement costs for commitments that had become firm before the termination. The **Contractor** shall not be paid any anticipated and unrealized general conditions costs, administrative expenses, and profit for uncompleted Work. If no agreement can be reached as to reasonable termination costs, the **Owner** will make a determination in writing which shall be final and binding on the **Contractor** unless the **Contractor** delivers notice of a claim and a claim Submittal in accordance with the procedures and within the deadlines set forth in Article 15.

14.4.3. Upon termination for convenience, the **Owner** shall have full power and authority to take possession of the Work, assume any Sub agreements with Subcontractors and Suppliers that the **Owner** selects, and prosecute the Work to completion by contract or as the **Owner** may deem expedient.

14.4.4. If after notice of termination of the services of the **Contractor**, it is determined the **Contractor** was not in default, the termination shall be deemed to have been for the convenience of the **Owner**. In such event the **Contractor** may recover from the **Owner** payment in accordance with paragraph 14.4.2.

14.5 The Contractor May Suspend Work:

14.5.1. In addition to being entitled to earning interest on unpaid Requests for Payment, the **Contractor** may, upon fifteen (15) Calendar Days written notice to the **Owner**, suspend the Work for the **Owner's** convenience if, through no act or fault of the **Contractor**, the **Professional** fails, for thirty (30) Calendar Days, to initiate processing of any Request for Payment or the **Owner** fails, for ninety (90) Calendar Days, to pay the **Contractor** any Request for Payment finally certified by the **Professional** to be due

14.5.2. Except as specifically provided in paragraph 14.5.1, this provision shall not relieve the **Contractor** of the **Contractor's** obligations to prosecute the Work in accordance with the Progress Schedule and without Delay during any disputes and disagreements with the **Owner**.

ARTICLE 15 DISPUTES

15.1 Claims Under This Article:

15.1.1. All claims, counterclaims, disputes, and other matters in question between the **Owner** and **Contractor** arising out of or relating to the Contract Documents or the breach thereof, shall be submitted in writing to the **Professional** and otherwise processed and resolved as provided in this Article.

15.1.2. A claim means a written demand or assertion by the Owner or Contractor, which is properly certified, seeking an adjustment in Contract Price and/or payment of moneys due, an extension or shortening in Contract Time, the adjustment or interpretation of Contract terms, or other relief arising under or relating to the Contract. If a Bulletin or specific request for proposal has been issued by the Professional or Owner and quoted by the Contractor, it may become a claim or dispute with proper written notice per 15.1.2.1 should the Contractor is object to a written determination and/or rejection by the Professional or Owner under the appropriate provision of the Contract Documents.

15.1.2.1. Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker (Professional/PSC). Claims by either party must be initiated within 21 days after the occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognized the condition giving rise to the claim. Provided such timely notice is delivered, a full and detailed breakdown of cost and time requested, with supporting documentation, if not provided with initial notice shall be delivered to Professional and Owner within 15 days of the notice, as noted in Article 11.1.2, unless otherwise agreed in writing, by the Owner prior to expiration of such time.

15.1.2.2. Pending final resolution of a Claim, except as otherwise agreed in writing or as provided under conditions of failure of timely progress payment or Article 14, the Contractor shall ensure the Work diligently proceeds with the performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Owner shall prepare Change Orders and PSC shall certify payment requests in accordance with the decisions of the Initial Decision Maker.

15.1.3. Unless otherwise agreed between the parties, any claim that can be resolved under a provision of the Contract Documents providing for or excluding the relief sought by the claimant shall be resolved in accordance with that provision.

15.1.4. Notice of Claim - Except for **Owner** claims for liquidated damages, no claim shall be valid unless it is based upon written notice delivered by the claimant to the other party and the Professional/PSC within 21 days as per 15.1.2 and 15.1.2.1. The notice shall include a supporting statement stating the nature of the dispute, the amount involved, if any, and the remedy sought. The claim submittal with all supporting data shall be delivered within thirty (30) Calendar Days after Notice (unless the **Professional** allows an extension). The responsibility to substantiate claims shall rest with the claimant.

*15.1.5. A claim by the **Contractor** shall be submitted to the **Professional** and **Owner** for a recommendation or decision from the **Professional** and, if necessary, an **Owner** determination. A claim by the **Owner** shall be submitted to the **Contractor** and the **Professional** for a written recommendation or decision by the **Professional**. The **Owner** reserves the right to audit, using the provisions in paragraph 11.14, any **Contractor** claim (or claim package) that the **Contractor** values at more than $50,000.00.

15.1.6. Pending final resolution of any claim under this Article, the **Contractor** shall proceed diligently with the Work and comply with any decision of the **Owner** and/or **Professional**

15.2 Requirement for Certification of Contractor Claims:

15.2.1. For all **Contractor** claims seeking an increase in Contract Price or Contract Time, the **Contractor** shall submit an affidavit, certifying that the amount claimed accurately reflects any Delay and all costs that the **Contractor** is entitled from the occurrence of the claimed event and that supporting cost and pricing data are current, accurate, complete and represent the **Contractor's** best knowledge and belief. The affidavit shall be executed by an officer or partner of the **Contractor** with proper authority or his/her designee.

15.3 Recommendations or Decisions from the Professional:

*15.3.1. For **Contractor** claims under $100,000.00, if requested in writing by the **Contractor**, the **Professional** will render a recommendation or decision within thirty (30) Calendar Days after the request and the **Owner** will issue, if necessary, a determination within thirty (30) Calendar Days after the **Professional's** recommendation or decision. For **Contractor** claims exceeding $100,000.00, the **Professional** will issue its recommendation or decision and the **Owner**, if necessary, will issue its determination, within sixty (60) Calendar Days after completing an audit of the claim, or after deciding not to conduct such an audit or, in the alternative, will notify the **Contractor** of the date when the determination will be made. In the latter case, a final determination will be concluded within sixty (60) Calendar Days from the date of such notification.

*15.3.2. For **Owner** claims under $100,000.00, the **Professional** will render a recommendation or decision within thirty (30) Calendar Days of the request. For **Owner** claims over $100,000.00, the **Professional**, within sixty (60) Calendar Days, will render a recommendation or decision or notify the **Owner** and **Contractor** when such will be rendered.

*15.3.3. To the extent any **Professional's** decision is to deny a **Contractor** claim or to agree with an **Owner** claim, that decision shall be final and binding on the **Contractor**, without any determination by the **Owner**, unless the **Contractor** files a request for a presentation with the **Director-DCD** within twenty-one (21) Calendar Days as required by paragraph 15.4.1. Unless a claim is made in accordance with these requirements, it shall be waived.

*15.3.4. To the extent that any recommendation from the **Professional** is partly or wholly adverse to a claim from the **Owner**, that determination shall be final and binding on both the **Owner** and **Contractor** unless either party files a request for a presentation with the **Director-DCD** as required in paragraph 15.4.1.

*15.3.5. To the extent the **Professional** recommends payment of any **Contractor** claim which increases the Contract Price, that recommendation shall be subject to a determination from the **Owner** in a written opinion. In the event any such determination from the **Owner** is partly or wholly adverse to the preceding recommendation from the **Professional**, that determination shall be final and binding on the **Contractor** unless the **Contractor** files suit in the Michigan Court of Claims within thirty (30) Calendar Days after receipt of such determination. Unless a claim is made in accordance with these requirements, it shall be waived.

15.4 Determinations by the Director-DCD:

*15.4.1. If either the **Contractor** or **Owner** is not satisfied with any decision of the **Professional** rendered pursuant to paragraph 15.3.3 or 15.3.4, that party shall, within twenty-one (21) Calendar Days of receiving that decision, file a written appeal with the **Director-DCD**. If a **Contractor** or **Owner** appeal is timely filed, the claimant shall be entitled to present its claim, unless waived, to the **Director-DCD**, or his/her designee, provided that a claim narrative with complete supporting documentation is delivered to the **Director-DCD**, or his/her designee, within thirty (30) Calendar Days of that party's written notice of appeal.

*15.4.2. Within thirty (30) Calendar Days after receipt of any such claim narrative, the **Director-DCD**, or his/her designee, shall schedule the time to start the presentations taking into account the dispute's complexity and the urgency of its resolution. Subject to any recognized privilege, discovery shall be available to either party as provided by the **Director-DCD**, and his/her designee, and shall be concluded thirty (30) Calendar Days before the start of the presentations.

*15.4.3. During the presentations, the **Director-DCD**, or his/her designee, shall hear presentations and receive evidence on the matters in dispute, as supported by the statement of the dispute. The **Director-DCD**, or his/her designee, shall have discretion concerning the allowability of evidence submitted, and shall not be bound to any rules of evidence other than those he/she promulgates.

*15.4.4. If the right to a presentation is waived or if a presentation is conducted and the dispute remains unresolved, the **Director-DCD**, or his/her designee, at his/her sole option, shall specify in which forum the dispute shall thereafter be conducted by issuing a written determination to the **Contractor** that the dispute if the **Contractor** so elects, be submitted in writing to:

*15.4.4.1. The Court of Claims maintained by the State of Michigan for the purpose of adjudicating claims against the State or other appropriate court, or

*15.4.4.2. Arbitration in accordance with the construction industry rules of arbitration of the American Arbitration Association, subject to the provisions of paragraphs 15.5.1 and 15.5.2, unless the parties mutually agree otherwise.

*15.4.5. The **Director-DCD's**, or his/her designee's, determination on the forum in which the dispute shall be conducted is final and binding upon the **Owner** and **Contractor**. The **Director-DCD's**, or his/her designee's determination on the dispute shall be final and binding on the **Contractor** unless the **Contractor** files a lawful action in the forum so chosen (Michigan Court of Claims or arbitration) within thirty (30) Calendar Days after receiving the **Director-DCD's**, or his/her designee's, determination.

*15.4.6. If, after such determination from the **Director-DCD**, or his/her designee, the **Contractor** properly submits the dispute to the Michigan Court of Claims or requests arbitration, and the final determination of either forum does not increase the **Contractor's** recovery by thirty (30%) percent or more above that awarded by the **Director-DCD**, or his/her designee, or voluntarily withdraws the action, the **Contractor** shall pay all resulting expenses of the **Owner** (including, but not limited to reasonable charges of attorneys, engineers, others and court or arbitration costs)

15.5 Supplements to AAA Arbitration:

*15.5.1. No arbitration, arising out of, or relating to the Contract Documents shall include, by consolidation, joinder or in any other manner, any additional party not a party to this Contract, except by written consent containing a specific reference to the Agreement and signed by all the parties involved. Consent shall be deemed given by any party who has executed an agreement directly with the **Owner** affected by the Project and containing provisions comparable to those in this Article 15.

Any consent to arbitration involving any additional party or parties shall not constitute consent to arbitration of any dispute not permitted in this Article. The agreement to arbitrate with any additional party or parties duly consented to by the parties to this Contract shall be specifically enforceable under the prevailing arbitration Law.

15.5.2. Subject to any recognized privilege, discovery shall be available to each party to the arbitration as it would be available under the general court rules of the Michigan Court of Claims which shall be enforced by the American Arbitration Association. All discovery and amendments to the prehearing summary shall conclude thirty (30) Calendar Days before the arbitration date. Failure to provide the foregoing discovery shall render any claim supported by witnesses or documents not so disclosed excludable by the arbitration panel in its discretion.

15.6 Interest on a Judgment; Payment of Judgment:

*15.6.1. If, subsequent to a determination by the **Director-DCD**, or his/her designee, the **Owner** or **Contractor** files a Michigan Claims Court or AAA arbitration action, and the party filing for such action increases its recovery by thirty (30%) percent or more above that awarded by the **Director-DCD**, or his/her designee, that party shall be entitled to interest calculated in accordance with MCL 600.6013, as amended, whether the action is filed with the Michigan Court of Claims or the American Arbitration Association.

*15.6.2. After settlement or final adjudication of any claim under this Article if, upon demand, payment by the **Contractor** is not made to the **Owner**, the **Owner** may offset the appropriate amounts against (a) payments due to the **Contractor** under any other contract between the **Owner** and the **Contractor**, or (b) any amounts for which the **Owner** may be obligated to the **Contractor** in any capacity.

15.7 Venue; Flow-Through Provision:

15.7.1. The **Contractor** agrees to waive jurisdiction and venue, to consent and submit to the jurisdiction of, and not commence any action in other than, a competent State court in Ingham County, Michigan, unless original jurisdiction is vested in the Michigan Court of Appeals, the Michigan Court of Claims, or the Michigan Supreme Court, regardless of residence or domicile, for any action or suit at law or in equity arising out of or under the Contract Documents. The **Contractor** further agrees that it will have each of its Suppliers and Subcontractors provide similar waivers as those required in this paragraph.

15.7.2. The **Contractor** shall insert the provisions of this Article in all Sub agreements, altering those paragraphs only to identify properly the contracting parties.

END OF SECTION 00700

SECTION 00800 SUPPLEMENTARY CONDITIONS

PROFESSIONAL – Beckett & Raeder, Inc.

WORK – Bay City State Park Campground Improvements

FILE No. 751.22413.CTS

The provisions of this Section 00800 Supplementary Conditions amend or supplement Section 00700 General Conditions and those other provisions of the Contract Documents, as indicated below. All other provisions of the Contract Documents that are not so amended or supplemented remain in full force and effect.

END OF SECTION 00800

SECTION 01010 SUMMARY OF WORK

1. **General**

1.1 General information covering the "Scope of Work" is specified on the Invitation to Bid.

(a). The Work, Bay City State Park Campground Improvements, File No. 751/22413.CTS includes, but is not necessarily limited to remove, replace, and expand the sanitation station, replacement of all watermain and service leads within the campground, including the removal and replacement of jug fillers with addition of three new hydrants. Addition of 27 new full-hook-up camp sites with water and sanitary sewer service. Removal and replacement of all electrical within the campground. Minor grading to improve stormwater drainage. The site is located at 3582 State Park Dr., Bay City, MI 48706, as shown on the Drawings.

1.2 The Agency will provide the following Work:

(a) State Salvage: The State reserves the right to salvage certain items and equipment and those salvaged items will be identified to the Bidder at the time of their inspection of the proposed Work. Carefully remove and provide salvaged items to park staff.

(b) Moving Furnishings and Equipment: The Contractor must give timely notice to the State Agency representative identified in the pre-construction meeting of all furnishings, window covering and movable equipment that will interfere with the Work or which the Contractor cannot protect with coverings of paper, plastic, drop cloths or clean tarpaulin. The Contractor must furnish, install, maintain, and remove all coverings used to protect furnishings, window coverings and movable equipment.

END OF SECTION 01010

SECTION 01020 ALLOWANCES

1. **Allowances**

1.1 **Cash Allowances:** NONE.

1.2 **Provisional/Contingency Allowances:**

(a) Bidders must include in their Base Proposal Sum the contingency allowance specified in the bid schedule. The base bid shall include bonds and insurance on the value of the allowance.
(b) Monies will be used in the contingency allowance only if directed in writing by the Project Director and Professional.
(c) Payments under a Provisionary Allowance will include not only the purchase/furnished cost of the materials and equipment involved, but also all related labor costs, subcontract costs, construction equipment costs, general conditions costs and Fee, provided they are calculated in accordance with the requirements of the contract documents.
(c) Unused allowances will be deducted from the contract amount through contract change order.

END OF SECTION 01020

SECTION 01040 COORDINATION

1. **Project Coordination:**

(a) Before beginning Work the Contractor must coordinate with the State Agency representative to implement the schedule for the Project. Once the Project is started, it must be carried to completion without delay.(b)Any building utility service interruptions or outages including security required by the Contractor in performing the Work must be prearranged with the staff of the State Agency and must occur only during those scheduled times.(c) The Contractor is not responsible for removing room furnishings unless is required by the Contract Documents.

2. **Cutting and Patching:**
(a) The Contractor must do all cutting, fitting, or patching of the Work that may be required to complete the Work. The Contractor must take proper precautions so as not to endanger any existing Work. The Contractor must not cut or alter existing structural members or foundations unless specifically required by the Contract Documents. Coordinate in advance all cutting and patching to limit impacts to all building systems (roofing, waterproofing, fire rating, mechanical, electrical, etc.). Use temporary supports

and/or protection to maintain integrity and prevent damage to adjacent or surrounding areas. Complete cutting and patching using methods to maintain any existing warranties. Utilized identical materials and methods for patching to match existing. Elevate any cutting and patching concerns via RFI to confirm acceptable methods where necessary.

(b) Holes or openings cut in exterior walls and roofs for installation of materials or equipment must be waterproofed by appropriate, approved materials and methods.

(c) All adjacent finished surfaces that are damaged by the new Work must be patched with materials matching existing surfaces. Joints between patched and existing material must be straight, smooth, and flush. Workers skilled in its installation must apply all patching material.

END OF SECTION 01040

SECTION 01050 FIELD ENGINEERING

1. The Contractor must employ a professionally licensed surveyor who must establish and maintain all lines and levels required for laying out and constructing the Work.

2. Layout for all utility services, jug fillers, hydrant locations, etc. shall be staked in the field for review with the Owner and PSC prior to construction. Minor revisions may occur to avoid trees, tree roots, and other natural features to assist with constructability.

3. As-built locations of all utility shifts shall be documented by the Contractor's surveyor as part of their as-built documents required for project close out.

4. The Contractor shall review existing conditions in advance of construction, elevating any concerns to the PSC using written RFIs.

5. The Contractor agrees to assume all responsibility due to inaccuracy of any Work of the surveyor, and including incorrect benchmarks, their loss or disturbance. Upon completion of the Project, the Contractor must submit two copies of site layout Drawings prepared for the Project and certified by the surveyor.

END OF SECTION 01050

SECTION 01060 REGULATORY REQUIREMENTS

1. **Laws:** The Contractor and its Subcontractors/Suppliers must comply with all Federal, State, and local Laws applicable to the Work and site.

2. **Codes:** All Works must be provided in accordance with the State Construction Code Act, 1972 PA 230, as amended, MCL 125.1501 et seq., International Building and Residential Codes and all applicable Michigan construction codes and fire safety including but not limited to: Michigan Building Code, Michigan Residential Code, Michigan Uniform Energy Code, Michigan Electrical Code, Michigan Rehabilitation Code for Existing Buildings, Michigan Mechanical Code, Michigan Elevator Code and Michigan Plumbing Code. All Work shall also comply with applicable State regulations, public health codes, BFS, EGLE/USACE, MDOT, local health department codes and requirements. If the Contractor observes that any Contract Document conflicts with any Laws or the State Construction Code or any permits in any respect, the Contractor must promptly notify the Professional in writing. If the Contractor provides any Work knowing or having to reason to know of such conflict, the Contractor must be responsible for that performance.

3. **Permits:** All required construction permits must be secured and their fees including inspection costs must be paid by the Contractor. The time incurred by the Contractor in obtaining construction permits must constitute time required to complete the Work and does not justify any increases to the Contract Time or Price, except when revisions to the Drawings and/or Specifications required by the permitting authority cause the Delays. The Contractor must pay all charges of Public Utilities for connections to the Work, unless otherwise provided by Cash Allowances specific to those connections.

4. **Taxes:** The Contractor must pay all Michigan sales and use taxes and any other similar taxes covering the Work that are currently imposed by legislative enactment and as administered by the Michigan Department of Treasury, Revenue Division. If the Contractor is not required to pay or bear the burden or obtains a refund of any taxes deemed to have been included in the Bid and

Contract Price, the Contract Price must be reduced by a like amount and that amount, whether as a refund or otherwise, must ensure solely to the benefit of the State of Michigan.

5. Safety and Protection: The Contractor and its Subcontractors/Suppliers must comply with all applicable Federal, State, and local Laws governing the safety and protection of persons or property, including, but not limited to the Michigan Occupational Safety and Health Act (MIOSHA), 1974 PA 154, as amended, MCL 408.1001 et seq., and all rules promulgated under the Act. The Contractor is responsible for all damages, injury or loss to the Work, materials, equipment, fines, penalties as a result of any violation of such Laws, except when it's due to the fault of the Drawings or Specifications or to the Act, error, or omission of the Owner or Professional. The Contractor is solely responsible for initiating, maintaining, and supervising all safety precautions and programs and such responsibility must continue until such time as the Professional is satisfied that the Work, or Work inspected, is completed and ready for final payment. In doing the Work and/or in the event of using explosives, the Contractor must take all necessary precautions for the safety of, and must erect and maintain all necessary safeguards and provide the necessary protection to prevent damage, injury or loss to: (a) all employees on the Work and other persons who may be affected by the Work, (b) all the Work and materials and equipment to be incorporated into the Work, whether stored on or off the site, and (c) other property at or adjacent to the site, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and Underground Utilities not designated for removal, relocation or replacement. In the event of severe weather, the Contractor must inspect the Work and the site and take all reasonably necessary actions and precautions to protect the Work and ensure that public access and safety are maintained.

6. Fire Hazard Conditions:

(a). The fire hazard classification of finish materials where used in the specification must be in accordance with the current Michigan Building Code.

(b) Classification must be determined by tunnel test in accordance with National Fire Protection Association (NFPA-255), American Society for Testing Materials (ASTM E-84) or Underwriters' Laboratories, Inc. (UL-723).

7. Flame/Smoke Resistance Standards: The Contractor must provide carpeting complying with "Class B" requirements as set forth in Michigan Department of State Police State Fire Safety Board "Health Care Facilities Fire Safety Rules' R29.1243, Rule 243, when tested in accordance with the following procedures:

(a) Tunnel Test: Test for surface burning characteristics, with ratings for flame spread, fuel contribution, and/or smoke density; ASTM E 84, UL 723, or NFPA No. 255.
(b) Pill Test: Test for flammability; ASTM D 2859, or DOC FF-1-70.
(c) Floor Radiant Panel Test: Test for burning under varying radiant energy levels; ASTM E 648, with minimum average radiant flux ratings not less than 0.45 watts/sq. cm.
(d) Smoke Density Test: Test in radiant heat chamber, with and without flame, for density of smoke generated; ASTM E 662, or NFPA No. 258, also known as NBS Smoke Density Chamber Test.

8. Michigan Right-To-Know Law: The Contractor and its Subcontractors/Suppliers must comply with MIOSHA, Michigan Right-to-Know Law (Public Act 80 of 1986) and the rules promulgated under it. The Act places certain requirements on employers to develop a communication program designed to safeguard the handling of hazardous chemicals through labeling of chemical containers and development and availability of Safety Data Sheets (SDS), and to provide training for employees who work with these chemicals and develop a written hazard communications program. The Act also provides for specific employee rights, including the right to be notified of the location of SDS and to be notified at the site of new or revised SDS within five Business Days after receipt and to request SDS copies from their employers. The Contractor, employer or Subcontractor must post and update these notices at the site.

9. Environmental Requirements: The Contractor and its Subcontractors/Suppliers must comply with all applicable Federal, State and local environmental Laws, standards, orders or requirements including but not limited to the National Environmental Policy Act of 1969, as amended, Michigan Natural Resources and Environmental Protection Act, P.A. 451 of 1994, as amended, the Clean Air Act, as amended, the Clean Water Act, as amended, the Safe Drinking Water Act, as amended, Pollution Prevention Act, as amended, Resource Conservation and Recovery Act, as amended, National Historic Preservation Act, as amended and Energy Policy and Conservation Act and Energy Standards for Buildings Except Low-Rise Residential Buildings, ANSI/ASHRAE/IESNA Standard 90.1.

10. Nondiscrimination: For all State Contracts for goods or services in amount of $5,000 or more, or for Contracts entered into with parties employing three or more employees; in connection with the performance of Work under this Contract, the Contractor and its Subcontractors and Suppliers must comply with the following requirements:

10.1 Not to discriminate against any employee or applicant for employment because of race, color, religion, national origin, age, sex *(as defined in Executive Directive 2019-09)*, height, weight or marital status and take affirmative action to ensure that applicants are employed, and the employees are not subject to such discrimination. Such action must include, but is not limited to, the following:

employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training.

10.2 To state in all solicitations or advertisements for employees that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, or marital status.

10.3 To send, or have its collective bargaining representative send, each labor union or representative of workers with which there is a collective bargaining agreement or other contract or understanding, a notice advising the labor unions or workers' representative of the commitments under this provision.

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

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

10.6 If, after a hearing held under its rules, the MCRC finds that the Contractor has not complied with the Elliott-Larson requirements of the Contract Documents, MCRC may, as part of its order, certify its findings to the Administrative Board of the State of Michigan, which may order the cancellation of the Contract and/or declare the Contractor ineligible for future contracts with the State until the Contractor complies with the MCRC's order.

11. Michigan Residency for Employees: Fifty percent of the persons employed on the Work by the Contractor must have been residents of the State of Michigan for not less than one year before beginning employment on the Work. This residency requirement may be reduced or waived to the extent that Michigan residents are not available or to the extent necessary to comply with the federal funds used for the Project. This requirement does not apply to employers who are signatories to collective bargaining agreements that allow for the portability of employees on an interstate basis.

END OF SECTION 01060

SECTION 01100 PROJECT PROCEDURES

1. Signage and Safety: The Contractor must post appropriate construction signs to advise the occupants and visitors of occupied facilities of the limits of construction work areas, hardhat areas, excavations, construction parking and staging areas, etc. Advertising signage by contractors, subcontractors, or suppliers is not allowed. The Contractor must maintain safe and adequate pedestrian and vehicular access to fire hydrants, commercial and industrial establishments, churches, schools, parking lots, hospitals, fire, and police stations and like establishments. The Contractor must obtain written approval from the Owner ten Calendar Days before connecting to existing facilities or interrupting the services on site.

2. Required Project Sign: For projects costing in excess of $500,000, the Contractor must provide and install a project sign conforming to the requirements shown in Appendix IV. The Project Director will designate the wording for the sign.

3. Barrier and Enclosures:

(a) The Contractor must furnish, install, and maintain as long as necessary and remove when no longer required adequate barriers, warning signs or lights at all dangerous points throughout the Work for protection of property, workers, and the public. The Contractor must hold the State of Michigan harmless from damage or claims arising out of any injury or damage that may be sustained by any person or persons as a result of the Work under the Contract.

4. Construction Aids:

(a) The Contractor must furnish, install, and maintain as long as necessary and remove when no longer required, safe and adequate scaffolding, ladders, staging, platforms, chutes, railings, hoisting equipment, etc., as required for proper execution of the Work. All construction aids must conform to Federal, State, and local codes or Laws for protection of workers and the public.

(b) **Pumping and Drainage**: The Contractor must provide all pumping necessary to keep excavations and trenches free from water the entire period of Work on the Contract. The Contractor must construct and maintain any necessary surface drainage systems on the Work site so as to prevent water entering existing structures or to flow onto public or private property adjacent to the Agency's land, except for existing drainage courses or into existing drainage systems. The Contractor must prevent erosion of soils and blockage of any existing drainage system.

END OF SECTION 01100

SECTION 01200 PROJECT MEETINGS

1. **Pre-Construction Conferences**: The Project Director will schedule a pre-construction conference to be attended by the Professional, State Agency staff, and the Contractors. A project procedure as outlined in Form DTMB-0460, will be established for the Work during the pre-construction meeting. When no organizational meeting is called, the Contractor, before beginning any Work, must meet with the staff of the Agency and arrange a Work schedule for the Project. Once the Project has been started, the Contractor must carry it to completion without delay.

2. **Progress Meetings**: The Professional will schedule progress meetings to be held on the job site whenever needed to supply information necessary to prevent job interruptions, to observe the Work or to inspect completed Work. Progress meetings will generally be biweekly unless the progress dictates otherwise. The Contractor must be represented at each progress meeting by persons with full authority to act for the Contractor in regard to all portions of the Work.

END OF SECTION 01200

SECTION 01300 SUBMITTALS

1. **Shop Drawings, Samples and Technical Submittals**: .

1.1 Contractor's Review: Before each submission, the Contractor must:
(a) determine and verify all field measurements, quantities, dimensions, instructions for installation and handling of equipment and systems, installation requirements (including location, dimensions, access, fit, completeness, etc.), materials, color, catalog numbers and other similar data as to correctness and completeness, and
(b) have reviewed and coordinated that technical Submittal with other technical submittals and the requirements of the Contract Documents.

1.2 Notice of Variation: The Contractor must give the Professional specific written notice of any variation from the requirements of the Contract Documents.

1.3 Contractor's Approval: The Contractor shall not submit unapproved submittals. Each submittal shall be stamped/certified to indicate that the submittal satisfies the requirements of the Contract Documents before submission to the Professional.

1.4 Responsibility and Authority: Neither the Owner's authority to review any of the Submittals by the Contractor, nor the Owner's decision to raise or not to raise any objections about the Submittals, creates or imposes any duty or responsibility on the Owner to exercise any such authority or decision for the benefit of the Contractor/Subcontractor/Supplier, any surety to any of them or any other third party. The Contractor is not relieved of responsibility for errors or omissions in shop drawings, product data, samples, or similar submittals just because the Professional approved them for general design intent.

1.5 Final As-Built/Record Documents and Submittals: The approved Submittals are a part of the final As-Built/Record Documents required for processing final payment to the Contractor.

1.6 (not used)

1.7 Professional's Review and Return: Professional's Review and Return: Submittals will be returned to the Contractor within fifteen Calendar Days. The Contractor is responsible for any time Delay and any cost incurred by the Professional, Contractor or Subcontractors/Suppliers as a result of resubmissions and re-reviews of a particular Submittal. The Contractor shall revise, and correct submittals returned for revision and resubmittal until approval by the Professional is achieved. All time consumed by the resubmissions and rereviews of a particular Submittal shall constitute time required to furnish that Submittal or shall represent Delays not justifying any increase in Contract Time or Contract Price, or both.

END OF SECTION 01300

SECTION 01310 PROGRESS SCHEDULE

PART 1 - GENERAL

1.01 SUMMARY

A. The **Contractor** will submit CPM Progress Schedules to the **Owner** depicting its approach to prosecution of the Work. This includes but is not limited to the **Contractor's** approach to recovering schedule and managing the effect of changes, substitutions, and Delays on Work sequencing.

B. The Progress Schedule will include the Rev. 0 Submittal (par. 3.02), Update Submittals (par. 3.03) and Revision Submittals (par. 3.04). Each Submittal will be assigned a unique number. For a resubmission, the initial number will be modified by the letter A, B, C, etc., as appropriate.

C. Through the Progress Schedule, the **Owner** will seek to stay current on progress, updated Activity and Milestone Dates, and the **Contractor's** approach to Work remaining.

D. References to the Critical Path Method (CPM) are to CPM construction industry standards that are consistent with the requirements of this Section 01310.

1.02 RELATED SECTIONS

A. Section 00440 Schedule of Materials and Equipment; Section 00500 Agreement; Section 00700 General Conditions; and Section 00800 Supplementary Conditions.

1.03 GLOSSARY OF TERMS

A. Capitalized terms not already defined in any Division 0 Specification have the following intent and meanings:

1. Milestone–A key point of progress, designating interim targets toward the Contract Times. They may pinpoint critical path foundations, key deliveries, building framing, start of MEP rough-in, building enclosure, partitions, interior finishes, conditioned space, commissioning stages, Substantial Completion, and other events of like import.
2. Official Schedule–The most recent Revision Submittal returned to the **Contractor** as Resubmittal Not Required. The Rev. 0 Official Schedule is the *As-Planned* Schedule.
3. Revision 0 Submittal–Progress Schedule submitted by the **Contractor** depicting the entire Work as awarded.
4. Update Submittal–A monthly Progress Schedule update reflecting progress and minor adjustments on the Activities, sequencing and restraints for Work remaining.

1.04 QUALITY ASSURANCE

A. The **Contractor** will obtain a written interpretation from the **Professional,** if the **Contractor** believes the selection of Activities, logic ties or restraints requires an interpretation of the Contract Documents. With each submission, the **Contractor** will point out by specific, written notation, any Progress Schedule feature that may reflect variations from any requirements of the Contract Documents.

B. The **Contractor** is responsible to obtain information from each Subcontractor and Supplier when scoping their respective Activities, Values, logic ties and restraints

C. No review of any Progress Schedule by or on behalf of the **Owner** will relieve the **Contractor** from complying with the Contract Times and any required sequence of Work or from completing Work omitted from the Progress Schedule. No review will imply approval of any variation from or interpretation of the Contract Documents, unless approved by the **Professional** through a written interpretation or by means of a separate, written notation.

1.05 ALLOWANCES

A. Work covered by Cash Allowances will be completed within the Contract Times. To the extent reasonable and consistent with the **Contractor's** plan, Work authorized by contingency allowances will be completed within the Contract Times. The Progress Schedule will incorporate the **Contractor's** best estimate of the Activities, logic and restraints required, using the information in the Contract Documents, or as indicated by the **Professional** in writing.

1.06 "OR EQUALS" AND SUBSTITUTIONS

A. Activities in the Rev. 0 Progress Schedule will be based on materials and equipment required by the Contract Documents and will not reflect any "or equal" or substitute materials or equipment, even if the **Contractor** intends to pursue "or equal" and substitution proposals. This limitation also applies to any Means and Methods indicated in or required by the Contract Documents.

1.07 MEASUREMENT AND PAYMENT

A. The Schedule of Values will include a Progress Schedule *pay item*. Fifteen percent (15%) of this *pay item* will be eligible for payment upon delivery of the *complete* Rev. 0 Submittal. The balance of this *pay item* will be eligible for payment, on a prorated basis, with each Request for Payment attaching an Update Submittal.

PART 2 - WORK PRODUCTS

2.01 PROGRESS SCHEDULE SUBMITTALS

A. Each Progress Schedule Submittal will consist of an electronic disk with the **Contractor's** files, a narrative and three (3) copies of the required reports and plots.

B. The CPM scheduling software will be Primavera Project Planner®, SureTrak®, Microsoft Project® or equivalent.

2.02 PRINTOUTS

A. Schedule Reports will include Activity (ID) code and description, duration, calendar, Early Dates, Late Dates and Total Float, all of which will comport with the requirements of paragraph 8.3.4 of Section 00700 General Conditions.

1. Late Finish Date for an Activity pinpointing a Contract Time will equal that Contract Time. Early Start Date for an Activity designating a Contract restraint will equal the proper Notice to Proceed date. Schedule Reports may or may not append CPM Plots (time-scaled Activity/logic).
2. For Precedence Diagram Method, separate Schedule Reports will tabulate, for each Activity, all preceding and succeeding logic types and lead times, whether CPM Plots displaying vertical logic ties are appended or not.

B. CPM Schedule Plots will be plotted on a suitable time scale and identify the Contract Times, Critical Paths, and sub-Critical Paths. Activities will be shown on the Early Dates with Total Floats noted by Late Date flags.

C. Line of Balance Plots will reflect industry practice for repetitive construction and will segregate the production lines for all trades within the hammock Activities.

2.03 NARRATIVE REQUIREMENTS

A. In general, a narrative will describe the **Contractor's** approach to prosecution of the Work, subject to the requirements of the Contract Documents. Further, each narrative will list the Critical Path Activities and compare Early and Late Dates with Contract Times and Milestone Dates. The basis for restraint dates will be explained.

B. For each Update Submittal, the narrative will compare current Dates to the respective Milestone Dates, describe changes in crewing and construction equipment and identify new Delays. For each Revision Submittal, the narrative also will itemize changes in Activities, logic ties and restraint dates made necessary by each change, Delay, schedule recovery, substitution and **Contractor**-initiated revision occurring since the previous Submittal.

2.04 ACTIVITY REQUIREMENTS

A. The Progress Schedule will detail Work sequencing only to the extent necessary to allow the **Owner** to correlate percent complete, compare actual dates with Milestones and Contract Times and the data in Requests for Payment.

B. Separate Activities will designate permits, construction, Submittal preparation/review (and resubmission and re-review, for same); MEP coordination drawings; deliveries; commissioning; and Punch List. Separate Activities will designate **Owner**-furnished items, interface with other work and the **Owner** and **Professional's** responsibilities.

B. Activities will be detailed only to the extent required to show the transition of trade Work. Activities will detail the progression through site/excavation, foundations, building framing, start/completion of interior partitions, MEP rough-in, building enclosure, interior finishes, conditioned space, and commissioning.

1. Submittal Activities will segregate long-lead items, any item requiring structural access and other procurements that, in the **Contractor's** judgment, may bear on the rate of progress. Separate MEP coordination drawing Activities will be used for each floor. Beyond these requirements, it is not necessary to burden the Progress Schedule with Activities for less significant Submittals and deliveries.
2. For multiunit Work (e.g., rough-in overhead MEP for each floor, etc.), detailed Activities will be shown for a typical (often, the first) unit). Other or follow-on units may be replicated, as appropriate, or modeled with a hammock Activity combining the sum total of the typical detailed Activities. Separate Activities, as may be suitable to the Divisions of Work involved, will be identified for single-unit Work. This requirement applies to such scope as Work in mechanical rooms, building framing, commissioning, etc.
3. Activities will not combine separate or non-concurrent items of Unit Price or lump sum Work, Work in separate structures and Work in distinct areas, locations or floors within an area or structure; or rough-in and finish Work.

C. Activity durations will equal the Business Days required to sufficiently complete the Work designated by the Activity (i.e., when finish-to-start successors may start, even if the Activity is not quite 100% complete). Installation Activities will last from twenty (20) to forty (40) Days.

D. Activities will be assigned consistent descriptions and identification codes. Sort codes will group Activities by building or structure, floor or area, Change Order and Change Authorization and other meaningful scheme.

PART 3 – EXECUTION

3.01 FLOAT TOLERANCES

A. Any Progress Schedule with Early Dates after a Contract Time will yield negative Total and Contract Floats, whether shown/calculated or not. Any Revision Submittal with less than negative twenty (20) Days of Float will be returned as "Revise and Resubmit," unless a time extension is requested, or the **Owner** withholds liquidated damages or asserts intent to do so in the event schedule is not recovered.

B. Floats calculated from the definitions given in Section 00020 Glossary supersede any conflicting Float values calculated within any early completion Progress Schedule.

3.02 REVISION 0 (Rev. 0) SUBMITTAL

A. The complete Revision 0 Submittal will be due with the first Request for Payment. The Rev. 0 Submittal will show the Work as awarded, without Delays, "or equal" or substitutions, Change Orders or Change Authorizations.

1. The Rev. 0 narrative will detail the **Contractor's** management of the site (lay down, parking, etc.). Further, the Rev. o narrative will identify shifts, weekend Work, Activity calendars, Delays since award and all pending and anticipated "or equal" and substitution proposals.

E. Once endorsed by the **Owner** and returned as "Resubmittal Not Required," the Rev. 0 Progress Schedule (or Rev. 0A, etc.) will be the As-Planned Schedule and the basis for Update Submittals until the Rev. 1 Official Schedule is established. Once the As-Planned Schedule is established, the **Owner** will select Milestones and note Milestone Early and Late Dates. As the Official Schedule evolves, Milestone Dates will be revised accordingly.

F. If the **Owner** refuses to endorse the Rev. 0 Submittal (or Rev. 0A, for a resubmission) as "Resubmittal Not Required," the As-Planned Schedule will not be established. In that event, the **Contractor** will continue to submit Update and Revision Submittals reflecting progress and the **Contractor's** approach to remaining Work. The **Owner** will rely on the available Update and Revision Submittals, subject to whatever adjustments it determines appropriate.

3.03 UPDATE SUBMITTALS

A. Update Submittals with progress up to the closing date and updated Early and Late Dates for progress and remaining Activities will be due with each Request for Payment. As-built data will consist of actual start dates, percent complete, actual finish dates, changes, Delays, and other significant events occurring before the closing date.

3.04 REVISION SUBMITTALS

A. Progress Schedule Revisions will be submitted with the third Request for Payment and every two (2) months after that, or more often, if necessary due to schedule recovery or other Progress Schedule revisions. Revisions will revise the Update Submittal attached to the prior Request for Payment.

B. Progress Schedule revisions will detail all impacts on pre-existing Activity scope, logic ties and restraint dates and reflect the Contractor's current approach to Work remaining. Revisions may be required because of changes in the Work, substitutions, schedule recovery and Delays.

C. Once endorsed by the **Owner** and returned as "Resubmittal Not Required," a Revision Submittal becomes the Rev. 1, Rev. 2, etc. Official Schedule and the basis for subsequent Update Submittals until a more current Official Schedule is established. If the **Owner** refuses to endorse a Revision Submittal as "Resubmittal Not Required," the **Contractor** will continue to submit Update and Revision Submittals when and as required in this Section.

3.05 RETROSPECTIVE DELAY ANALYSIS

A. If the **Owner** refuses to endorse any Revision Submittal as "Resubmittal Not Required," the **Contractor** and **Owner** will use the latest Official Schedule when evaluating the effect of Delays on Contract Time and/or Contract Price. The procedure will consist of progressively revising the latest Official Schedule at key Revision Submittal closing dates. For each Progress Schedule iteration, slippage between actual Milestone Dates and Rev. 0 Milestone Dates will be correlated to Delays occurring solely in that iteration. Revisions affecting Work after any iteration will be included only to the extent consented by the **Owner** at that time and/or if actually confirmed by as-built progress.

END OF SECTION 01310

SECTION 01400 QUALITY CONTROL

1. **Testing Laboratory Services**: All tests required by the Owner must fulfill ASTM, ANSI, Commercial and other Standards for testing. The Contractor must submit a minimum of three copies of each test report to the Professional for evaluation and subsequent distribution. The following general classifications of Work require submission of test reports and/or certificates of inspection. Additional submissions may be requested by the Professional at any time.

Item of Work	Test Type	Section Number
Earthwork	Compaction and Density	02200
Portland Cement Conc. Paving	Core Analysis	02512
Asphaltic Concrete Paving	Core Analysis	02513
Cast-in-place Concrete	Compression Tests	03300

2. **Tests:**
   (a) Paid by Owner:

3. **Concrete/Asphalt Materials**: Before placement of any concrete, the Contractor must submit for the Professional's approval complete data on the trial concrete mix formulation and a testing laboratory report for ASTM C94, twenty-eight-day standard cylinder test for compressive strength of a sample of the concrete mix. For asphalt paving, the Contractor must submit the data and testing reports for ASTM D946, AC-5. The mix must have 4.5 to 6 percent of asphalt cement by weight for binder course and 5 to 7 percent of asphalt cement by weight for surface course in accordance with Asphalt Institute Manual MS-4, MS-13, and the current Michigan Department of Transportation (MDOT) Standard Specifications for Construction.

   (a) The Contractor must furnish to the Professional tickets showing mix formulation, Contractor's name, Project name, mix identification for each load of concrete/asphalt delivered and installed. If the technical specifications allow added water to

the concrete mix after leaving the batch plant, the delivery ticket must reflect the added water. The Owner Field Representative must receive a copy of each delivery ticket for transmittal to the Professional for evaluation.

(b) The Professional may require the Contractor to core drill questionable cast-in-place concrete/asphalt for laboratory testing. Should the laboratory analysis indicate the concrete/asphalt fails to meet specification requirements, the Contractor must pay all costs for core drilling and testing in the laboratory and replace the concrete/asphalt found to fail meeting the specification requirements. Should the laboratory analysis confirm that the concrete/asphalt meets specification requirements, the Owner will pay the Contractor for their costs for core drilling, concrete/asphalt patching and the laboratory fee for testing of the concrete/asphalt core samples.

END OF SECTION 01400

SECTION 01500 CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

1. The Contractor must furnish and install all temporary facilities and controls required by the Work, must remove them from State property upon completion of the Work, and the grounds and existing facilities must be restored to their original condition.

2. If water or electricity is available in the area where Work will be performed, the Contractor will not be charged for reasonable use of these services for construction operation. The Contractor must pay costs for installation and removal of any temporary connections including necessary safety devices and controls. Use of services must not disrupt or interfere with operations of the State Agency.

3. **Temporary Sanitary Facilities**:

   (a) **Portable Toilets**: The Contractor must provide and maintain a sufficient number of portable temporary toilets in locations approved by the State Agency. They must comply with all Federal, State, and local code requirements. The Contractor must maintain the temporary toilets in a sanitary condition at all times and must remove them when the Work under this Contract is complete. The Contractor's employees are not allowed to use any existing State toilet facility.

4. **Field Office**:

   (a) **On Site Trailer:** At the beginning of the Work, the Contractor may provide a field office and storage building at the site in a location acceptable to the Owner. The building may be a trailer. The Contractor may provide such other temporary buildings as he may require for the use of workers and safe storage for tools and materials. Job signs with the Contractor's name, logos, specialty, … etc., are not allowed.

END OF SECTION 01500

SECTION 01600 MATERIAL AND EQUIPMENT

1. The Contractor must furnish and be responsible for all materials, equipment, facilities, tools, supplies and utilities necessary for completing the Work. All materials and equipment must be provided as described in the Contract Documents and of good quality, free of defect and new and must be applied, installed, connected, erected, used, cleaned and conditioned following the manufacturer's and Suppliers' instructions.

2. Delivery, Storage, and Handling: All materials and equipment delivered to and used in the Work must be suitably stored and protected from the elements. The areas used for storage must only be those approved by the State Agency. The Owner assumes no responsibility for stored material. The ownership and title to materials will not be vested in the Owner before materials are incorporated in the Work unless payment is made by the Owner for stored materials and equipment. After delivery, before and after installation, the Contractor must protect materials and equipment against theft, injury, or damage from all causes. For all materials and equipment, the Contractor must provide complete information on installation, operation, and preventive maintenance.

   (a) The Contractor must cover and protect bulk materials while in storage which are subject to deterioration because of dampness, the weather or contamination. The Contractor must keep materials in their original sealed containers, unopened, with labels plainly indicating manufacturer's name, brand, type, and grade of material and must immediately remove from the Work site containers which are broken, opened, watermarked and/or contain caked, lumpy, or otherwise damaged materials.

   (b) The Contractor must keep equipment stored outdoors from contact with the ground, away from areas subject to flooding and covered with weatherproof plastic sheeting or tarpaulins.The Contractor must certify that any materials stored off-site are:

a) Stored on property owned or leased by the Contractor or owned by the agency.
b) Insured against loss by fire, theft, flood, or other hazards.
c) Properly stored and protected against loss or damage.
d) In compliance with the plans and specifications.
e) Specifically allotted, identified, and reserved for the project.
f) Itemized for tracking and payment.
g) Subject to these conditions until the items are delivered to the project site.

END OF SECTION 01600

SECTION 01650 FACILITY START-UP

1. **Tests**: The complete installation consisting of the several parts of equipment and systems installed according to the requirements of the Contract Documents must be ready in all respects for use by the State Agency and must be subjected to a test at full operating conditions and pressures for normal conditions of use.

2. **Adjustments**: Contractor must adjust and replace the Work which is necessary to fulfill the requirements of the Contract Documents and to comply with the directions and recommendations of the manufacturer of the several parts of equipment, and to comply with all provisions of architectural and/or engineering drawings/specifications and all codes and regulations which may apply to the entire installation.

3. **Demonstration**: Contractor must provide an on-site demonstration and training of all systems operations to the Owner when it is substantially completed.

END OF SECTION 01650

SECTION 01700 CONTRACT CLOSE-OUT

1. **Substantial Completion**: The Contractor must notify the Professional, the Project Director and the Agency when the Work will be substantially complete. If the Professional, Owner, and Agency agree that the project is Substantially Complete, the Professional and Project Director will inspect the Work. The Professional, upon determining that the Work, or a portion of the Work inspected, is substantially complete, will prepare a Punch List and will attach it to the respective Certificate of Substantial Completion. The Contractor must be represented on the job site at the time this inspection is made and thereafter must complete all Work by the date set for final acceptance by the Owner.

   (a) Final completion for final payment will be reached when the punch-list items are completed and all closeout documentation is provided.

2. **Cleaning**:

   (a) **Regular Cleaning**: The Contractor must remove all scrap or removed material, debris, or rubbish from the Project work site at the end of each working day and more frequently whenever the Owner Field Representative deems such material to be a hazard. The Contractor cannot discard materials on the grounds of the State Agency without the express permission of the Project Director. No salvage or surplus material may be sold on the premises of the State Agency. No burning of debris or rubbish is allowed. Any recyclable materials must be recycled, and the Contractor will be required to provide recycling plan.

   (b) **Final Cleaning**: Before final acceptance by the State, the Contractor must clean all Work and existing surfaces, building elements and contents that were soiled by their operations and make repairs for any damage or blemish that was caused by the Work.

END OF SECTION 01700

SECTION 01800 MAINTENANCE

1. The Contractor is responsible for maintaining completed portions of the Work in good order and proper working conditions and must take all necessary actions for their protection until substantial completion is reached.

END OF SECTION 01800

SECTION 26 00 10 - SUPPLEMENTAL REQUIREMENTS FOR ELECTRICAL

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Supplemental requirements applicable to Work specified in Division 26.

1.2 REFERENCES

A. Abbreviations and Acronyms for Electrical Terms and Units of Measure:

1. 8PSJ or 8P8C: Miniature 8-position series jack, also called an 8-position 8-contact modular jack for some applications.
2. A: Ampere, unit of electrical current.
3. AC or ac: Alternating current.
4. AFCI: Arc-fault circuit interrupter.
5. AIC: Ampere interrupting capacity.
6. AL, Al, or ALUM: Aluminum.
7. ASD: Adjustable-speed drive.
8. ATS: Automatic transfer switch.
9. AWG: American wire gauge; see ASTM B258.
10. BAS: Building automation system.
11. BIL: Basic impulse insulation level.
12. BIM: Building information modeling.
13. CAD: Computer-aided design or drafting.
14. CATV: Community antenna television.
15. CB: Circuit breaker.
16. CO/ALR: Copper-aluminum, revised.
17. COPS: Critical operations power system.
18. CU or Cu: Copper.
19. CU-AL or AL-CU: Copper-aluminum.
20. dB: Decibel, a unitless logarithmic ratio of two electrical, acoustical, or optical power values.
21. dB(A-weighted) or dB(A): Decibel acoustical sound pressure level with A-weighting applied in accordance with IEC 61672-1.
22. dB(adjusted) or dBa: Decibel weighted absolute noise power with respect to 3.16 pW (minus 85 dBm).
23. dBm: Decibel absolute power with respect to 1 mW.
24. DC or dc: Direct current.
25. DDC: Direct digital control (HVAC).
26. EGC: Equipment grounding conductor.
27. EMF: Electromotive force.
28. EMI: Electromagnetic interference.
29. EPM: Electrical preventive maintenance.
30. EPS: Emergency power supply.
31. EPSS: Emergency power supply system.
32. ESS: Energy storage system.
33. EV: Electric vehicle.

34. EVPE: Electric vehicle power export equipment.
35. EVSE: Electric vehicle supply equipment.
36. fc: Footcandle, a unit of illuminance equal to one lumen per square foot.
37. FLC: Full-load current.
38. ft: Foot.
39. GEC: Grounding electrode conductor.
40. GFCI: Ground-fault circuit interrupter.
41. GFPE: Ground-fault protection of equipment.
42. GND: Ground.
43. HACR: Heating, air conditioning, and refrigeration.
44. HDPE: High-density polyethylene.
45. HP or hp: Horsepower.
46. HVAC: Heating, ventilating, and air conditioning.
47. Hz: Hertz.
48. IBT: Intersystem bonding termination.
49. inch: Inch. To avoid confusion, the abbreviation "in." is not used.
50. IP: Ingress protection rating (enclosures); Internet protocol (communications).
51. IR: Infrared.
52. IS: Intrinsically safe.
53. IT&R: Inspecting, testing, and repair.
54. ITE: Information technology equipment.
55. kAIC: Kiloampere interrupting capacity.
56. kcmil or MCM: One thousand circular mils.
57. kV: Kilovolt.
58. kVA: Kilovolt-ampere.
59. kVAr or kVAR: Kilovolt-ampere reactive.
60. kW: Kilowatt.
61. kWh: Kilowatt-hour.
62. LAN: Local area network.
63. lb: Pound (weight).
64. LCD: Liquid-crystal display.
65. LCDI: Leakage-current detector-interrupter.
66. LED: Light-emitting diode.
67. LP-Gas: Liquefied petroleum gas.
68. LRC: Locked-rotor current.
69. MCC: Motor-control center.
70. MLO: Main lugs only.
71. MVA: Megavolt-ampere.
72. mW: Milliwatt.
73. MW: Megawatt.
74. MWh: Megawatt-hour.
75. NC: Normally closed.
76. NiCd: Nickel cadmium.
77. NO: Normally open.
78. OCPD: Overcurrent protective device.
79. PC: Personal computer.
80. PCS: Power conversion system.
81. PCU: Power-conditioning unit.
82. PF or pf: Power factor.
83. PHEV: Plug-in hybrid electric vehicle.
84. PLC: Programmable logic controller.
85. PLFA: Power-limited fire alarm.
86. PoE: Power over Ethernet.
87. PV: Photovoltaic.
88. PVC: Polyvinyl chloride.

89. pW: Picowatt.
90. RFI: Radio-frequency interference (electrical); Request for interpretation (contract).
91. RMS or rms: Root-mean-square.
92. RPM or rpm: Revolutions per minute.
93. SCADA: Supervisory control and data acquisition.
94. SCR: Silicon-controlled rectifier.
95. SPD: Surge protective device.
96. sq.: Square.
97. SWD: Switching duty.
98. TCP/IP: Transmission control protocol/Internet protocol.
99. TEFC: Totally enclosed fan-cooled.
100. TR: Tamper resistant.
101. TVSS: Transient voltage surge suppressor.
102. UL: Underwriters Laboratories, Inc. (standards) or UL LLC (services).
103. UL CCN: UL Category Control Number.
104. UPS: Uninterruptible power supply.
105. USB: Universal serial bus.
106. UV: Ultraviolet.
107. V: Volt, unit of electromotive force.
108. V(ac): Volt, alternating current.
109. V(dc): Volt, direct current.
110. VA: Volt-ampere, unit of complex electrical power.
111. VAr: Volt-ampere reactive, unit of reactive electrical power.
112. VFC: Variable-frequency controller.
113. VOM: Volt-ohm-multimeter.
114. VPN: Virtual private network.
115. VRLA: Valve-regulated lead acid.
116. W: Watt, unit of real electrical power.
117. Wh: Watt-hour, unit of electrical energy usage.
118. WPT: Wireless power transfer.
119. WPTE: Wireless power transfer equipment.
120. WR: Weather resistant.

B. Abbreviations and Acronyms for Electrical Raceway Types:

1. EMT: Electrical metallic tubing.
2. ENT: Electrical nonmetallic tubing.
3. EPEC: Electrical HDPE underground conduit.
4. EPEC-40: Schedule 40 electrical HDPE underground conduit.
5. EPEC-80: Schedule 80 electrical HDPE underground conduit.
6. ERMC: Electrical rigid metal conduit.
7. FMC: Flexible metal conduit.
8. FNMC: Flexible nonmetallic conduit. See LFNC.
9. HDPE: See EPEC.
10. IMC: Steel electrical intermediate metal conduit.
11. LFMC: Liquidtight flexible metal conduit.
12. LFNC: Liquidtight flexible nonmetallic conduit.
13. PVC: Rigid PVC conduit.
14. PVC-40: Schedule 40 rigid PVC conduit.
15. PVC-80: Schedule 80 rigid PVC Conduit.
16. PVC-A: Type A rigid PVC concrete-encased conduit.
17. PVC-EB: Type EB rigid PVC concrete-encased underground conduit.
18. RMC: See ERMC.

C. Abbreviations and Acronyms for Electrical Cable Types:

1. AC: Armored cable.
2. CATV: Coaxial general-purpose cable.
3. CATVP: Coaxial plenum cable.
4. CATVR: Coaxial riser cable.
5. CI: Circuit integrity cable.
6. CL2: Class 2 cable.
7. CL2P: Class 2 plenum cable.
8. CL2R: Class 2 riser cable.
9. CL2X: Class 2 cable, limited use.
10. CL3: Class 3 cable.
11. CL3P: Class 3 plenum cable.
12. CL3R: Class 3 riser cable.
13. CL3X: Class 3 cable, limited use.
14. CM: Communications general-purpose cable.
15. CMG: Communications general-purpose cable.
16. CMP: Communications plenum cable.
17. CMR: Communications riser cable.
18. CMUC: Under-carpet communications wire and cable.
19. CMX: Communications cable, limited use.
20. DG: Distributed generation cable.
21. FC: Flat cable.
22. FCC: Flat conductor cable.
23. FPL: Power-limited fire-alarm cable.
24. FPLP: Power-limited fire-alarm plenum cable.
25. FPLR: Power-limited fire-alarm riser cable.
26. IGS: Integrated gas spacer cable.
27. ITC: Instrumentation tray cable.
28. ITC-ER: Instrumentation tray cable, exposed run.
29. MC: Metal-clad cable.
30. MC-HL: Metal-clad cable, hazardous location.
31. MI: Mineral-insulated, metal-sheathed cable.
32. MTW: Moisture-, heat-, and oil-resistant thermoplastic cable (machine tool wiring).
33. MV: Medium-voltage cable.
34. NM: Nonmetallic sheathed cable.
35. NMC: Nonmetallic sheathed cable with corrosion-resistant nonmetallic jacket.
36. NMS: Nonmetallic sheathed cable with signaling, data, and communications conductors, plus power or control conductors.
37. NPLF: Non-power-limited fire-alarm circuit cable.
38. NPLFP: Non-power-limited fire-alarm circuit cable for environmental air spaces.
39. NPLFR: Non-power-limited fire-alarm circuit riser cable.
40. NUCC: Nonmetallic underground conduit with conductors.
41. OFC: Conductive optical fiber general-purpose cable.
42. OFCG: Conductive optical fiber general-purpose cable.
43. OFCP: Conductive optical fiber plenum cable.
44. OFCR: Conductive optical fiber riser cable.
45. OFN: Nonconductive optical fiber general-purpose cable.
46. OFNG: Nonconductive optical fiber general-purpose cable.
47. OFNP: Nonconductive optical fiber plenum cable.
48. OFNR: Nonconductive optical fiber riser cable.
49. P: Marine shipboard cable.
50. PLTC: Power-limited tray cable.
51. PLTC-ER: Power-limited tray cable, exposed run.
52. PV: Photovoltaic cable.
53. RHH: Thermoset rubber, heat-resistant cable (high heat).
54. RHW: Thermoset rubber, moisture-resistant cable.

55. SA: Silicone rubber cable.
56. SE: Service-entrance cable.
57. SER: Service-entrance cable, round.
58. SEU: Service-entrance cable, flat.
59. SIS: Thermoset cable for switchboard and switchgear wiring.
60. TBS: Thermoplastic cable with outer braid.
61. TC: Tray cable.
62. TC-ER: Tray cable, exposed run.
63. TC-ER-HL: Tray cable, exposed run, hazardous location.
64. THW: Thermoplastic, heat- and moisture-resistant cable.
65. THHN: Thermoplastic, heat-resistant cable with nylon jacket outer sheath.
66. THHW: Thermoplastic, heat- and moisture-resistant cable.
67. THWN: Thermoplastic, moisture- and heat-resistant cable with nylon jacket outer sheath.
68. TW: Thermoplastic, moisture-resistant cable.
69. UF: Underground feeder and branch-circuit cable.
70. USE: Underground service-entrance cable.
71. XHH: Cross-linked polyethylene, heat-resistant cable.
72. XHHW: Cross-linked polyethylene, heat- and moisture-resistant cable.

D. Definitions:

1. Basic Impulse Insulation Level: Reference insulation level expressed in impulse crest voltage with a standard wave not longer than 1.5 times 50 microseconds and 1.5 times 40 microseconds.
2. Communications Jack: A fixed connecting device designed for insertion of a communications cable plug.
3. Communications Outlet: One or more communications jacks, or cables and plugs, mounted in a box or ring, with a suitable protective cover.
4. Designated Seismic System: A system component that requires design in accordance with ASCE/SEI 7, Ch. 13 and for which the Component Importance Factor is greater than 1.0.
5. Direct Buried: Installed underground without encasement in concrete or other protective material.
6. Enclosure: The case or housing of an apparatus, or the fence or wall(s) surrounding an installation, to prevent personnel from accidentally contacting energized parts or to protect the equipment from physical damage. Types of enclosures and enclosure covers include the following:

    a. Cabinet: An enclosure that is designed for either surface mounting or flush mounting and is provided with a frame, mat, or trim in which a swinging door or doors are or can be hung.
    b. Concrete Box: A box intended for use in poured concrete.
    c. Conduit Body: A means for providing access to the interior of a conduit or tubing system through one or more removable covers at a junction or terminal point. In the United States, conduit bodies are listed in accordance with outlet box requirements.
    d. Conduit Box: A box having threaded openings or knockouts for conduit, EMT, or fittings.
    e. Cutout Box: An enclosure designed for surface mounting that has swinging doors or covers secured directly to and telescoping with the walls of the enclosure.
    f. Device Box: A box with provisions for mounting a wiring device directly to the box.
    g. Extension Ring: A ring intended to extend the sides of an outlet box or device box to increase the box depth, volume, or both.
    h. Floor Box: A box mounted in the floor intended for use with a floor box cover and other components to complete the floor box enclosure.

i. Floor-Mounted Enclosure: A floor box and floor box cover assembly with means to mount in the floor that is sealed against the entrance of scrub water at the floor level.
j. Floor Nozzle: An enclosure used on a wiring system, intended primarily as a housing for a receptacle, provided with a means, such as a collar, for surface-mounting on a floor, which may or may not include a stem to support it above the floor level, and is sealed against the entrance of scrub water at the floor level.
k. Junction Box: A box with a blank cover that joins different runs of raceway or cable and provides space for connection and branching of the enclosed conductors.
l. Outlet Box: A box that provides access to a wiring system having pryout openings, knockouts, threaded entries, or hubs in either the sides or the back, or both, for the entrance of conduit, conduit or cable fittings, or cables, with provisions for mounting an outlet box cover, but without provisions for mounting a wiring device directly to the box.
m. Pedestal Floor Box Cover: A floor box cover that, when installed as intended, provides a means for typically vertical or near-vertical mounting of receptacle outlets above the floor's finished surface.
n. Pull Box: A box with a blank cover that joins different runs of raceway and provides access for pulling or replacing the enclosed cables or conductors.
o. Raised-Floor Box: A floor box intended for use in raised floors.
p. Recessed Access Floor Box: A floor box with provisions for mounting wiring devices below the floor surface.
q. Recessed Access Floor Box Cover: A floor box cover with provisions for passage of cords to recessed wiring devices mounted within a recessed floor box.
r. Ring: A sleeve, which is not necessarily round, used for positioning a recessed wiring device flush with the plaster, concrete, drywall, or other wall surface.
s. Ring Cover: A box cover, with raised center portion to accommodate a specific wall or ceiling thickness, for mounting wiring devices or luminaires flush with the surface.
t. Termination Box: An enclosure designed for installation of termination base assemblies consisting of bus bars, terminal strips, or terminal blocks with provision for wire connectors to accommodate incoming or outgoing conductors, or both.

7. Emergency Systems: Those systems legally required and classed as emergency by municipal, state, federal, or other codes, or by any governmental agency having jurisdiction that are designed to ensure continuity of lighting, electrical power, or both, to designated areas and equipment in the event of failure of the normal supply for safety to human life.
8. Essential Electrical Systems: Those systems designed to ensure continuity of electrical power to designated areas and functions of a healthcare facility during disruption of normal power sources, and also to minimize disruption within the internal wiring system. (healthcare facilities)
9. High-Performance Building: A building that integrates and optimizes on a life-cycle basis all major high-performance attributes, including energy conservation, environment, safety, security, durability, accessibility, cost-benefit, productivity, sustainability, functionality, and operational considerations.
10. Jacket: A continuous nonmetallic outer covering for conductors or cables.
11. Luminaire: A complete lighting unit consisting of a light source such as a lamp, together with the parts designed to position the light source and connect it to the power supply. It may also include parts to protect the light source or the ballast or to distribute the light.
12. Miniature 8-Position Series Jack (8PSJ): Also called an 8-position 8-contact (8P8C) modular jack. An unkeyed jack with up to eight contacts commonly used to terminate twisted-pair and multiconductor Ethernet cable. Shape and dimensions are specified by TIA-1096.

a. Caution: An 8PSJ is not the same thing as an FCC "registered jack" RJ45S, now called a miniature 8-position keyed jack (8PKJ). Ethernet cable plugs do not have rejection keys. Many manufacturers and suppliers incorrectly use "RJ45" as a generic term to describe any 8-position series plug or jack whether it has a rejection key or not.

13. Mode: The terms "Active Mode," "Off Mode," and "Standby Mode" are used as defined in the Energy Independence and Security Act (EISA) of 2007.
14. Multi-Outlet Assembly: A type of surface, flush, or freestanding raceway designed to hold conductors, receptacles, and switches, assembled in the field or at the factory.
15. Plenum: A compartment or chamber to which one or more air ducts are connected and that forms part of the air distribution system.
16. Receptacle: A fixed connecting device arranged for insertion of a power cord plug. Also called a power jack.
17. Receptacle Outlet: One or more receptacles mounted in a box with a suitable protective cover.
18. Sheath: A continuous metallic covering for conductors or cables.
19. UL Category Control Number: An alphabetic or alphanumeric code used to identify product categories covered by UL's Listing, Classification, and Recognition Services.
20. Voltage Class: For specified circuits and equipment, voltage classes are defined as follows:

    a. Control Voltage: Having electromotive force between any two conductors, or between a single conductor and ground, that is supplied from a battery or other Class 2 or Class 3 power-limited source.
    b. Line Voltage: (1) (controls) Designed to operate using the supplied low-voltage power without transformation. (2) (transmission lines, transformers, SPDs) The line-to-line voltage of the supplying power system.
    c. Extra-Low Voltage: Not having electromotive force between any two conductors, or between a single conductor and ground, exceeding 30 V(ac rms), 42 V(ac peak), or 60 V(dc).
    d. Low Voltage: Having electromotive force between any two conductors, or between a single conductor and ground, that is rated above 30 V but not exceeding 1000 V.
    e. Medium Voltage: Having electromotive force between any two conductors, or between a single conductor and ground, that is rated about 1 kV but not exceeding 69 kV.
    f. High Voltage: (1) (circuits) Having electromotive force between any two conductors, or between a single conductor and ground, that is rated above 69 kV but not exceeding 230 kV. (2) (safety) Having sufficient electromotive force to inflict bodily harm or injury.

1.3 COORDINATION

A. Interruption of Existing Electrical Service: Do not interrupt electrical service to facilities occupied by Owner or others unless permitted under the following conditions:

1. Notify Owner no fewer than seven days in advance of proposed interruption of electrical service.
2. Do not proceed with interruption of electrical service without Owner's written permission.
3. Coordinate interruption with systems impacted by outage including, but not limited to, the following:

    a. Emergency lighting.

B. Arrange to provide temporary electrical service or power in accordance with requirements specified in Division 01.

1.4 PREINSTALLATION MEETINGS

A. Electrical Preconstruction Conference: Schedule conference with Architect and Owner, not later than 10 days after notice to proceed. Agenda topics include, but are not limited to, the following:

1. Electrical installation schedule.
2. Status of power system studies.
3. Value analysis proposals and requests for substitution of electrical equipment.
4. Utility work coordination and class of service requests.
5. Commissioning activities.

1.5 SEQUENCING

A. Conduct and submit results of power system studies before submitting Product Data and Shop Drawings for electrical equipment.

1.6 ACTION SUBMITTALS

A. Coordination Drawings for Ceiling Areas: Where indicated on drawings, provide reflected ceiling plan(s), supplemented by sections and other details, drawn to scale, in accordance with Section 01 31 00 "Project Management and Coordination," on which the following items are shown and coordinated with each other, using input from installers of the items involved:

1. Suspended ceiling components.
2. Structural members to which equipment and suspension systems will be attached.
3. Size and location of access panels on ceilings.
4. Elevation, size, and route of sprinkler piping.
5. Elevation, size, and route of plumbing piping.
6. Elevation, size, and route of ductwork.
7. Elevation, size, and route of conduit.
8. Elevation and size of wall-mounted and ceiling-mounted equipment.
9. Access panels.
10. Sprinklers.
11. Air inlets and outlets.
12. Control modules.
13. Luminaires.
14. Communications devices.
15. Speakers.
16. Security devices.
17. Indicate clear dimensions for maintenance access in front of equipment.
18. Indicate dimensions of fully-open access doors.

B. Coordination Drawings for Conduit Routing: Conduit routing plans, drawn to scale, on which the following items are shown and coordinated with each other, using input from installers of items involved:

1. Structural members in paths of conduit groups with common supports.

2. HVAC and plumbing items and architectural features in paths of conduit groups with common supports.

1.7 INFORMATIONAL SUBMITTALS

A. Electrical Installation Schedule: At preconstruction meeting, and periodically thereafter as dates change, provide schedule for electrical installation Work to Owner and Architect including, but not limited to, milestone dates for the following activities:

1. Submission of power system studies.
2. Submission of specified coordination drawings.
3. Submission of action submittals specified in Division 26.
4. Orders placed for major electrical equipment.
5. Arrival of major electrical equipment on-site.
6. Preinstallation meetings specified in Division 26.
7. Utility service outages.
8. Utility service inspection and activation.
9. Closing of walls and ceilings containing electrical Work.
10. System startup, testing, and commissioning activities for major electrical equipment.
11. System startup, testing, and commissioning activities for emergency lighting.
12. System startup, testing, and commissioning activities for automation systems (lighting control system, etc.).
13. Pouring of concrete housekeeping pads for electrical equipment and testing of concrete samples.
14. Requests for special inspections.
15. Requests for inspections by authorities having jurisdiction.

B. Delegated Design Drawings for Structural Masonry Wall Penetrations: Where indicated on Drawings, provide reflected ceiling plan(s), supplemented by elevations, sections, and other details, drawn to scale, signed and sealed by a qualified structural professional engineer, on which the following items are shown and coordinated with each other, using input from installers of the items involved:

1. Location and dimensions of structural members supporting wall.
2. Location and dimensions of columns near penetrations.
3. Location and dimension of headers and lintels.
4. Doors and windows near penetrations.
5. Location and dimensions of penetrating cuts.
6. Sprinkler piping and sleeves.
7. Plumbing piping and sleeves.
8. Ductwork and sleeves.
9. Conduit and sleeves.
10. Firestopping assemblies for rated penetrations.
11. Structural supports for piping, ductwork, and conduit on both sides of wall.

1.8 CLOSEOUT SUBMITTALS

A. Facility EPM Program Binders:

1. Complete Set: On approved online or cloud solution and USB media that is clearly and permanently labeled with attached placard on lanyard to prevent misplacement.
2. Volumes 2 and 8: Reproducible hardcopy on archival quality, 28 lb (105 GSM), acid-free, bond paper.

B. Operation and Maintenance Data:

1. Provide emergency, operation, and maintenance manuals for each system, equipment, and device installed on the project.

2. Include the following information:

a. Manufacturer's operating specifications.
b. User's guides for software and hardware.
c. Schedule of maintenance material items recommended to be stored at Project site.
d. Detailed instructions covering operation under both normal and abnormal conditions.
e. List of load-current and overload-relay heaters with related motor nameplate data.
f. List of lamp types and photoelectric relays used on Project, with ANSI and manufacturers' codes.
g. Manufacturer's instructions for setting field-adjustable components.
h. Manufacturer's instructions for testing, adjusting, and reprogramming microprocessor controls.

C. Software and Firmware Operational Documentation: Provide software and firmware operational documentation, including the following:

1. Software operating and upgrade manuals.
2. Names, versions, and website addresses for locations of installed software.
3. Device address list.
4. Printout of software application and graphic screens.
5. Testing and adjusting of panic and emergency power features.
6. For lighting controls include the following:

a. Adjustments of scene preset controls, adjustable fade rates, and fade overrides.
b. Operation of adjustable zone controls.

D. Software:

1. Program Software Backup: Provide username and password for approved online or cloud solution.
2. Provide to Owner upgrades and unrestricted licenses for installed and backup software, including operating systems and programming tools required for operation and maintenance.

1.9 QUALIFICATIONS

A. Electrical Professional Engineer: Professional engineer possessing active qualifications specified in Section 01 40 00 "Quality Requirements," with expertise in electrical engineering, including electrical power system modeling and analysis of electrical safety in accordance with NFPA 70E.

B. Low-Voltage Electrical Testing and Inspecting Agency: Entities possessing active credentials from a qualified electrical testing laboratory recognized by authorities having jurisdiction.

1. On-site electrical testing supervisors must have documented certification and experience with testing electrical equipment in accordance with NETA testing standards.

PART 2 - PRODUCTS

2.1 SUBSTITUTION LIMITATIONS FOR ELECTRICAL EQUIPMENT

A. Substitution requests for electrical equipment will be entertained under the following conditions:

1. Substitution requests may be submitted for consideration prior to the Electrical Preconstruction Conference if accompanied by value analysis data indicating that substitution will comply with Project performance requirements while significantly increasing value for Owner throughout life of facility.
2. Substitution requests may be submitted for consideration concurrently with submission of power system study reports when those reports indicate that substitution is necessary for safety of maintenance personnel and facility occupants.
3. Contractor is responsible for sequencing and scheduling power system studies and electrical equipment procurement. After the Electrical Preconstruction Conference, insufficient lead time for electrical equipment delivery will not be considered a valid reason for substitution.

2.2 FACILITY ELECTRICAL PREVENTIVE MAINTENANCE (EPM) PROGRAM BINDERS

A. Description: Set of binders containing operation and maintenance data for facility's electrical equipment.

B. Applicable Standards:

1. Regulatory Requirements: Comply with recommendations in NFPA 70B.

PART 3 - EXECUTION

3.1 INSTALLATION OF ELECTRICAL WORK

A. Unless more stringent requirements are specified in the Contract Documents or manufacturers' written instructions, comply with NFPA 70 and NECA NEIS 1 for installation of Work specified in Division 26. Consult Architect for resolution of conflicting requirements.

3.2 SYSTEM STARTUP

A. Commissioning Activities:

1. Engage the Lighting Controls Manufacture to perform commissioning of the lighting controls, as described on drawings.

3.3 FIELD QUALITY CONTROL

A. Administrant for Low-Voltage Electrical Tests and Inspections:

1. Engage qualified low-voltage electrical testing and inspecting agency to administer and perform tests and inspections.
2. Administer and perform tests and inspections.

3.4 CLOSEOUT ACTIVITIES

A. Demonstration:

1. With assistance from factory-authorized service representatives, demonstrate to Owner's maintenance and clerical personnel how to operate the following systems and equipment:

    a. Lighting control systems specified on the drawings.

2. Provide video recordings of demonstrations to Owner.

B. Training:

1. With assistance from factory-authorized service representatives, train Owner's maintenance personnel on the following topics:

    a. How to operate normal and emergency electrical systems.
    b. Electrical power safety fundamentals refresher including arc-flash hazard safety features of electrical power distribution equipment in facility, interpreting arc-flash warning labels, selecting appropriate personal protective equipment, and understanding significance of findings documented in study report specified in Section 26 05 73.19 "Arc-Flash Hazard Analysis."
    c. How to adjust, operate, and maintain Lighting Control Systems and devices as specified on the drawings.
    d. How to adjust, operate, and maintain Compact Emergency Lighting Inverter(s) as specified on the drawings.

2. Provide video recordings of training sessions to Owner.

END OF SECTION 26 00 10

SECTION 26 05 19 - LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Copper building wire rated 600 V or less.
2. Aluminum building wire rated 600 V or less.
3. Connectors, splices, and terminations rated 600 V and less.

B. Related Requirements:

1. Section 26 00 10 "Supplemental Requirements for Electrical" for additional abbreviations, definitions, submittals, qualifications, testing agencies, and other Project requirements applicable to Work specified in this Section.

PART 2 - PRODUCTS

2.1 COPPER BUILDING WIRE

A. Description: Flexible, insulated and uninsulated, drawn copper current-carrying conductor with an overall insulation layer or jacket, or both, rated 600 V or less.

B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Alpha Wire Company.
2. Belden Inc.
3. Cerro Wire LLC.
4. Encore Wire Corporation.
5. General Cable; Prysmian Group North America.
6. Okonite Company (The).
7. Southwire Company.

C. Standards:

1. Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and use.
2. Conductor and Cable Marking: Comply with wire and cable marking according to UL's "Wire and Cable Marking and Application Guide."

D. Conductors: Copper, complying with ASTM B3 for bare annealed copper and with ASTM B8 for stranded conductors.

E. Conductor Insulation:

1. Type THHN and Type THWN-2: Comply with UL 83.

2. Type XHHW-2: Comply with UL 44.

2.2 ALUMINUM BUILDING WIRE

A. Description: Flexible, insulated and uninsulated, drawn aluminum current-carrying conductor with an overall insulation layer or jacket, or both, rated 600 V or less.

B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Alpha Wire Company.
2. Belden Inc.
3. Cerro Wire LLC.
4. Encore Wire Corporation.
5. General Cable; Prysmian Group North America.
6. Okonite Company (The).
7. Southwire Company.

C. Standards:

1. Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and use.
2. Conductor and Cable Marking: Comply with wire and cable marking according to UL's "Wire and Cable Marking and Application Guide."

D. Conductors: Aluminum, complying with ASTM B800 and ASTM B801.

E. Conductor Insulation:

1. Type THHN and Type THWN-2: Comply with UL 83.
2. Type XHHW-2: Comply with UL 44.

2.3 CONNECTORS AND SPLICES

A. Description: Factory-fabricated connectors, splices, and lugs of size, ampacity rating, material, type, and class for application and service indicated; listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and use.

B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. 3M Electrical Products.
2. ABB, Electrification Products Division.
3. AFC Cable Systems; Atkore International.
4. Gardner Bender.
5. Hubbell Incorporated, Power Systems.
6. Ideal Industries, Inc.
7. ILSCO.
8. O-Z/Gedney; Emerson Electric Co., Automation Solutions, Appleton Group.
9. Service Wire Co.

C. Jacketed Cable Connectors: For steel and aluminum jacketed cables, zinc die-cast with set screws, designed to connect conductors specified in this Section.

D. Lugs: One piece, seamless, designed to terminate conductors specified in this Section.

1. Material: Copper.
2. Type: Two hole with standard barrels.
3. Termination: Compression.

PART 3 - EXECUTION

3.1 CONDUCTOR MATERIAL APPLICATIONS

A. Feeders:

1. Copper; stranded.

B. Branch Circuits:

1. Copper, Solid for No. 12 AWG and smaller; stranded for No. 10 AWG and larger.

C. Power-Limited Fire Alarm and Control: Solid for No. 12 AWG and smaller.

3.2 CONDUCTOR INSULATION AND MULTICONDUCTOR CABLE APPLICATIONS AND WIRING METHODS

A. Service Entrance: Type XHHW-2, single conductors in raceway.

B. Exposed Feeders: Type THHN/THWN-2, single conductors in raceway.

C. Feeders Concealed in Ceilings, Walls, Partitions, and Crawlspaces: Type THHN/THWN-2, single conductors in raceway.

D. Feeders Concealed in Concrete, below Slabs-on-Grade, and Underground: Type XHHW-2, single conductors in raceway.

E. Exposed Branch Circuits, Including in Crawlspaces: Type THHN/THWN-2, single conductors in raceway.

F. Branch Circuits Concealed in Ceilings, Walls, and Partitions: Type THHN/THWN-2, single conductors in raceway.

G. Branch Circuits Concealed in Concrete, below Slabs-on-Grade, and Underground: Type THHN/THWN-2, single conductors in raceway or Type XHHW-2, single conductors in raceway.

3.3 INSTALLATION OF CONDUCTORS AND CABLES

A. Conceal cables in finished walls, ceilings, and floors unless otherwise indicated.

B. Complete raceway installation between conductor and cable termination points according to Section 26 05 33 "Raceways and Boxes for Electrical Systems" prior to pulling conductors and cables.

C. Use manufacturer-approved pulling compound or lubricant where necessary; compound used must not deteriorate conductor or insulation. Do not exceed manufacturer's recommended maximum pulling tensions and sidewall pressure values.

D. Use pulling means, including fish tape, cable, rope, and basket-weave wire/cable grips, that will not damage cables or raceway.

E. Install exposed cables parallel and perpendicular to surfaces of exposed structural members, and follow surface contours where possible.

F. Support cables according to Section 26 05 29 "Hangers and Supports for Electrical Systems."

3.4 CONNECTIONS

A. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A-486B.

B. Make splices, terminations, and taps that are compatible with conductor material and that possess equivalent or better mechanical strength and insulation ratings than unspliced conductors.

1. Use oxide inhibitor in each splice, termination, and tap for aluminum conductors.

C. Wiring at Outlets: Install conductor at each outlet, with at least 6 inch (150 mm) of slack.

3.5 IDENTIFICATION

A. Identify and color-code conductors and cables according to Section 26 05 53 "Identification for Electrical Systems."

B. Identify each spare conductor at each end with identity number and location of other end of conductor, and identify as spare conductor.

3.6 SLEEVE AND SLEEVE-SEAL INSTALLATION FOR ELECTRICAL PENETRATIONS

A. Install sleeves and sleeve seals at penetrations of exterior floor and wall assemblies. Comply with requirements in Section 26 05 44 "Sleeves and Sleeve Seals for Electrical Raceways and Cabling."

3.7 FIRESTOPPING

A. Apply firestopping to electrical penetrations of fire-rated floor and wall assemblies to restore original fire-resistance rating of assembly according to Section 07 84 13 "Penetration Firestopping."

END OF SECTION 26 05 19

SECTION 26 05 26 - GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes grounding and bonding systems and equipment.

B. Section includes grounding and bonding systems and equipment, plus the following special applications:

1. Underground distribution grounding.
2. Ground bonding common with lightning protection system.
3. Foundation steel electrodes.

C. Related Requirements:

1. Section 26 00 10 "Supplemental Requirements for Electrical" for additional abbreviations, definitions, submittals, qualifications, testing agencies, and other Project requirements applicable to Work specified in this Section.

1.2 INFORMATIONAL SUBMITTALS

A. Coordination Drawings: Plans showing dimensioned as-built locations of grounding features specified in "Field Quality Control" Article.

B. Field quality-control reports.

1.3 CLOSEOUT SUBMITTALS

A. Operation and Maintenance Data: In addition to items specified in Section 26 00 10 "Supplemental Requirements for Electrical," include the following:

1. Plans showing as-built, dimensioned locations of system described in "Field Quality Control" Article, including the following:

a. Test wells.
b. Ground rods.

2. Instructions for periodic testing and inspection of grounding features at test wells based on NFPA 70B.

a. Tests must determine if ground-resistance or impedance values remain within specified maximums, and instructions must recommend corrective action if values do not.
b. Include recommended testing intervals.

PART 2 - PRODUCTS

2.1 SYSTEM DESCRIPTION

A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

B. Comply with UL 467 for grounding and bonding materials and equipment.

2.2 MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. ABB, Electrification Products Division.
2. Advanced Lightning Technology, Ltd.
3. Burndy; Hubbell Incorporated, Construction and Energy.
4. ERICO; nVent.
5. Galvan Industries, Inc.; Electrical Products Division, LLC.
6. Harger Lightning & Grounding.
7. ILSCO.
8. O-Z/Gedney; Emerson Electric Co., Automation Solutions, Appleton Group.
9. Robbins Lightning, Inc.

2.3 CONDUCTORS

A. Insulated Conductors: Copper wire or cable insulated for 600 V unless otherwise required by applicable Code or authorities having jurisdiction.

B. Bare Copper Conductors:

1. Solid Conductors: ASTM B3.
2. Stranded Conductors: ASTM B8.
3. Bonding Cable: 28 kcmil, 14 strands of No. 17 AWG conductor, 1/4 inch (6 mm) in diameter.
4. Bonding Conductor: No. 4 or No. 6 AWG, stranded conductor.
5. Bonding Jumper: Copper tape, braided conductors terminated with copper ferrules; 1-5/8 inch (41 mm) wide and 1/16 inch (1.6 mm) thick.

C. Grounding Bus: Predrilled rectangular bars of annealed copper, 1/4 by 4 inch (6.3 by 100 mm) in cross section, with 9/32-inch (7.14 mm) holes spaced 1-1/8 inch (28 mm) apart. Stand-off insulators for mounting must comply with UL 891 for use in switchboards, 600 V and must be Lexan or PVC, impulse tested at 5000 V.

2.4 CONNECTORS

A. Listed and labeled by an NRTL acceptable to authorities having jurisdiction for applications in which used and for specific types, sizes, and combinations of conductors and other items connected.

B. Welded Connectors: Exothermic-welding kits of types recommended by kit manufacturer for materials being joined and installation conditions.

C. Mechanical-Type Bus-Bar Connectors: Cast silicon bronze, solderless compression-type wire terminals, and long-barrel, two-bolt connection to ground bus bar.

D. Beam Clamps: Mechanical type, terminal, ground wire access from four directions, with dual, tin-plated or silicon bronze bolts.

E. Cable-to-Cable Connectors: Compression type, copper or copper alloy.

F. Conduit Hubs: Mechanical type, terminal with threaded hub.

G. Ground Rod Clamps: Mechanical type, copper or copper alloy, terminal with hex head bolt.

H. Lay-in Lug Connector: Mechanical type, copper rated for direct burial terminal with set screw.

I. Service Post Connectors: Mechanical type, bronze alloy terminal, in short- and long-stud lengths, capable of single and double conductor connections.

J. Signal Reference Grid Clamp: Mechanical type, stamped-steel terminal with hex head screw.

K. Straps: Solid copper, copper lugs. Rated for 600 A.

L. Tower Ground Clamps: Mechanical type, copper or copper alloy, terminal two-piece clamp.

M. U-Bolt Clamps: Mechanical type, copper or copper alloy, terminal listed for direct burial.

N. Water Pipe Clamps:

1. Mechanical type, two pieces with stainless-steel bolts.

a. Material: Die-cast zinc alloy.
b. Listed for direct burial.

2. U-bolt type with malleable-iron clamp and copper ground connector.

2.5 GROUNDING ELECTRODES

A. Ground Rods: Copper-clad steel; 3/4 inch by 10 ft. (19 mm by 3 m).

PART 3 - EXECUTION

3.1 APPLICATIONS

A. Conductors: Copper, stranded conductors.

B. Underground Grounding Conductors: Install bare copper conductor, size as noted on drawings.

1. Bury at least 30 inch (750 mm) below grade.

C. Grounding Bus: Install in electrical equipment rooms, in rooms housing service equipment, and elsewhere as indicated.

1. Install bus horizontally, on insulated spacers 2 inch (50 mm) minimum from wall, 6 inch (150 mm) above finished floor unless otherwise indicated.
2. Where indicated on both sides of doorways, route bus up to top of door frame, across top of doorway, and down; connect to horizontal bus.

D. Conductor Terminations and Connections:

1. Pipe and Equipment Grounding Conductor Terminations: Bolted connectors.
2. Underground Connections: Welded connectors except at test wells and as otherwise indicated.
3. Connections to Ground Rods at Test Wells: Bolted connectors.
4. Connections to Structural Steel: Welded connectors.

3.2 GROUNDING AT THE SERVICE

A. Equipment grounding conductors and grounding electrode conductors must be connected to the ground bus. Install a main bonding jumper between the neutral and ground buses.

3.3 GROUNDING SEPARATELY DERIVED SYSTEMS

A. Generator: Install grounding electrode(s) at the generator location. The electrode must be connected to the equipment grounding conductor and to the frame of the generator.

3.4 GROUNDING UNDERGROUND DISTRIBUTION SYSTEM COMPONENTS

A. Comply with IEEE C2 grounding requirements.

B. Grounding Manholes and Handholes: Install a driven ground rod through manhole or handhole floor, close to wall, and set rod depth so 4 inch (100 mm) will extend above finished floor. If necessary, install ground rod before manhole is placed and provide No. 1/0 AWG bare, tinned-copper conductor from ground rod into manhole through a waterproof sleeve in manhole wall. Protect ground rods passing through concrete floor with a double wrapping of pressure-sensitive insulating tape or heat-shrunk insulating sleeve from 2 inch (50 mm) above to 6 inch (150 mm) below concrete. Seal floor opening with waterproof, nonshrink grout.

C. Grounding Connections to Manhole Components: Bond exposed-metal parts such as inserts, cable racks, pulling irons, ladders, and cable shields within each manhole or handhole, to ground rod or grounding conductor. Make connections with No. 4 AWG minimum, stranded, hard-drawn copper bonding conductor. Train conductors level or plumb around corners and fasten to manhole walls. Connect to cable armor and cable shields according to written instructions by manufacturer of splicing and termination kits.

D. Pad-Mounted Transformers and Switches: Install four ground rods and ground ring around the pad. Ground pad-mounted equipment and noncurrent-carrying metal items associated with substations by connecting them to underground cable and grounding electrodes. Install tinned-copper conductor not less than No. 2 AWG for ground ring and for taps to equipment grounding terminals. Bury ground ring not less than 6 inch (150 mm) from the foundation.

3.5 EQUIPMENT GROUNDING

A. Install insulated equipment grounding conductors with all feeders and branch circuits.

B. Air-Duct Equipment Circuits: Install insulated equipment grounding conductor to duct-mounted electrical devices operating at 120 V and more, including air cleaners, heaters, dampers, humidifiers, and other duct electrical equipment. Bond conductor to each unit and to air duct and connected metallic piping.

C. Water Heater, Heat-Tracing, and Antifrost Heating Cables: Install a separate insulated equipment grounding conductor to each electric water heater and heat-tracing cable. Bond conductor to heater units, piping, connected equipment, and components.

D. Poles Supporting Outdoor Lighting Fixtures: Install grounding electrode and a separate insulated equipment grounding conductor in addition to grounding conductor installed with branch-circuit conductors.

3.6 FENCE GROUNDING

A. Fence Grounding: Install at maximum intervals of 1500 ft. (450 m) except as follows:

1. Fences within 100 ft. (30 m) of Buildings, Structures, Walkways, and Roadways: Ground at maximum intervals of 750 ft. (225 m).

a. Gates and Other Fence Openings: Ground fence on each side of opening.

B. Protection at Crossings of Overhead Electrical Power Lines: Ground fence at location of crossing and at a maximum distance of 150 ft. (45 m) on each side of crossing.

C. Fences Enclosing Electrical Power Distribution Equipment: Ground as required by IEEE C2 unless otherwise indicated.

3.7 INSTALLATION

A. Grounding Conductors: Route along shortest and straightest paths possible unless otherwise indicated or required by Code. Avoid obstructing access or placing conductors where they may be subjected to strain, impact, or damage.

B. Ground Bonding Common with Lightning Protection System: Comply with NFPA 780 and UL 96 when interconnecting with lightning protection system. Bond electrical power system ground directly to lightning protection system grounding conductor at closest point to electrical service grounding electrode. Use bonding conductor sized same as system grounding electrode conductor, and install in conduit.

C. Ground Rods: Drive rods until tops are 2 inch (50 mm) below finished floor or final grade unless otherwise indicated.

1. Interconnect ground rods with grounding electrode conductor below grade and as otherwise indicated. Make connections without exposing steel or damaging coating if any.

D. Bonding Straps and Jumpers: Install in locations accessible for inspection and maintenance except where routed through short lengths of conduit.

1. Bonding to Structure: Bond straps directly to basic structure, taking care not to penetrate any adjacent parts.
2. Bonding to Equipment Mounted on Vibration Isolation Hangers and Supports: Install bonding so vibration is not transmitted to rigidly mounted equipment.
3. Use exothermic-welded connectors for outdoor locations; if a disconnect-type connection is required, use a bolted clamp.

E. Grounding and Bonding for Piping:

1. Metal Water Service Pipe: Install insulated copper grounding conductors, in conduit, from building's main service equipment, or grounding bus, to main metal water service entrances to building. Connect grounding conductors to main metal water service pipes; use a bolted clamp connector or bolt a lug-type connector to a pipe flange by using one of the lug bolts of the flange. Where a dielectric main water fitting is installed, connect grounding conductor on street side of fitting. Bond metal grounding conductor conduit or sleeve to conductor at each end.
2. Water Meter Piping: Use braided-type bonding jumpers to electrically bypass water meters. Connect to pipe with a bolted connector.
3. Bond each aboveground portion of gas piping system downstream from equipment shutoff valve.

3.8 FIELD QUALITY CONTROL

A. Tests and Inspections:

1. After installing grounding system but before permanent electrical circuits have been energized, test for compliance with requirements.
2. Inspect physical and mechanical condition. Verify tightness of accessible, bolted, electrical connections with a calibrated torque wrench according to manufacturer's written instructions.
3. Test completed grounding system at each location where a maximum ground-resistance level is specified, at service disconnect enclosure grounding terminal, at ground test wells. Make tests at ground rods before any conductors are connected.

    a. Measure ground resistance no fewer than two full days after last trace of precipitation and without soil being moistened by any means other than natural drainage or seepage and without chemical treatment or other artificial means of reducing natural ground resistance.
    b. Perform tests by fall-of-potential method according to IEEE 81.

4. Prepare dimensioned Drawings locating each test well, ground rod and ground-rod assembly, and other grounding electrodes. Identify each by letter in alphabetical order, and key to the record of tests and observations. Include the number of rods driven and their depth at each location, and include observations of weather and other phenomena that may affect test results. Describe measures taken to improve test results.

B. Grounding system will be considered defective if it does not pass tests and inspections.

C. Prepare test and inspection reports.

D. Report measured ground resistances that exceed the following values:

1. Power and Lighting Equipment or System with Capacity of 500 kVA and Less: 10 ohms.
2. Substations and Pad-Mounted Equipment: 5 ohms.
3. Manhole Grounds: 10 ohms.

E. Excessive Ground Resistance: If resistance to ground exceeds specified values, notify Architect promptly and include recommendations to reduce ground resistance.

END OF SECTION 26 05 26

SECTION 26 05 29 - HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Steel slotted support systems.
2. Conduit and cable support devices.
3. Support for conductors in vertical conduit.
4. Structural steel for fabricated supports and restraints.
5. Mounting, anchoring, and attachment components, including powder-actuated fasteners, mechanical expansion anchors, concrete inserts, clamps, through bolts, toggle bolts, and hanger rods.
6. Fabricated metal equipment support assemblies.

B. Related Requirements:

1. Section 26 00 10 "Supplemental Requirements for Electrical" for additional abbreviations, definitions, submittals, qualifications, testing agencies, and other Project requirements applicable to Work specified in this Section.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Delegated Design: Engage a qualified structural professional engineer to design hanger and support system.

B. Surface-Burning Characteristics: Comply with ASTM E84; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.

1. Flame Rating: Class 1.
2. Self-extinguishing according to ASTM D635.

2.2 SUPPORT, ANCHORAGE, AND ATTACHMENT COMPONENTS

A. Steel Slotted Support Systems: Preformed steel channels and angles with minimum 13/32 inch (10 mm) diameter holes at a maximum of 8 inch (200 mm) on center in at least one surface.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. ABB, Electrification Products Division.
b. Allied Tube & Conduit; Atkore International.
c. B-line; Eaton, Electrical Sector.
d. CADDY; nVent.

e. Gripple Inc.
f. G-Strut.
g. Unistrut; Atkore International.

2. Standard: Comply with MFMA-4 factory-fabricated components for field assembly.
3. Material for Channel, Fittings, and Accessories: Galvanized steel.
4. Channel Width: Selected for applicable load criteria.
5. Metallic Coatings: Hot-dip galvanized after fabrication and applied according to MFMA-4.

B. Conduit and Cable Support Devices: Steel hangers, clamps, and associated fittings, designed for types and sizes of raceway or cable to be supported.

C. Support for Conductors in Vertical Conduit: Factory-fabricated assembly consisting of threaded body and insulating wedging plug or plugs for nonarmored electrical conductors or cables in riser conduits. Plugs must have number, size, and shape of conductor gripping pieces as required to suit individual conductors or cables supported. Body must be made of malleable iron.

D. Structural Steel for Fabricated Supports and Restraints: ASTM A36/A36M steel plates, shapes, and bars; black and galvanized.

E. Mounting, Anchoring, and Attachment Components: Items for fastening electrical items or their supports to building surfaces include the following:

1. Powder-Actuated Fasteners: Threaded-steel stud, for use in hardened portland cement concrete, steel, or wood, with tension, shear, and pullout capacities appropriate for supported loads and building materials where used.

a. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1) Hilti, Inc.
2) ITW Ramset/Red Head; Illinois Tool Works, Inc.
3) MKT Fastening, LLC.

2. Mechanical-Expansion Anchors: Insert-wedge-type, zinc-coated steel, for use in hardened portland cement concrete, with tension, shear, and pullout capacities appropriate for supported loads and building materials where used.

a. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1) B-line; Eaton, Electrical Sector.
2) Empire Tool and Manufacturing Co., Inc.
3) Hilti, Inc.
4) ITW Ramset/Red Head; Illinois Tool Works, Inc.

3. Concrete Inserts: Steel or malleable-iron, slotted support system units are similar to MSS Type 18 units and comply with MFMA-4 or MSS SP-58.
4. Clamps for Attachment to Steel Structural Elements: MSS SP-58 units are suitable for attached structural element.
5. Through Bolts: Structural type, hex head, and high strength. Comply with ASTM F3125/F3125M, Grade A325 (Grade A325M).
6. Toggle Bolts: Stainless steel springhead type.

7. Hanger Rods: Threaded steel.

2.3 FABRICATED METAL EQUIPMENT SUPPORT ASSEMBLIES

A. Description: Welded or bolted structural-steel shapes, shop or field fabricated to fit dimensions of supported equipment.

B. Materials: Comply with requirements in Section 05 50 00 "Metal Fabrications" for steel shapes and plates.

PART 3 - EXECUTION

3.1 SELECTION

A. Comply with the following standards for selection and installation of hangers and supports, except where requirements on Drawings or in this Section are stricter:

1. NECA NEIS 101

B. Comply with requirements in Section 07 84 13 "Penetration Firestopping" for firestopping materials and installation for penetrations through fire-rated walls, ceilings, and assemblies.

C. Comply with requirements for raceways and boxes specified in Section 26 05 33 "Raceway and Boxes for Electrical Systems."

D. Maximum Support Spacing and Minimum Hanger Rod Size for Raceways: Space supports for EMT, IMC, and ERMC as required by NFPA 70. Minimum rod size must be 1/4 inch (6 mm) in diameter.

E. Multiple Raceways or Cables: Install trapeze-type supports fabricated with steel slotted support system, sized so capacity can be increased by at least 25 percent in future without exceeding specified design load limits.

1. Secure raceways and cables to these supports with two-bolt conduit clamps.

F. Spring-steel clamps designed for supporting single conduits without bolts may be used for 1-1/2 inch (38 mm) and smaller raceways serving branch circuits and communication systems above suspended ceilings, and for fastening raceways to trapeze supports.

3.2 INSTALLATION OF SUPPORTS

A. Comply with NECA NEIS 101 for installation requirements except as specified in this article.

B. Raceway Support Methods: In addition to methods described in NECA NEIS 1, EMT may be supported by openings through structure members, in accordance with NFPA 70.

C. Strength of Support Assemblies: Where not indicated, select sizes of components so strength will be adequate to carry present and future static loads within specified loading limits. Minimum static design load used for strength determination must be weight of supported components plus 200 lb (90 kg).

D. Mounting and Anchorage of Surface-Mounted Equipment and Components: Anchor and fasten electrical items and their supports to building structural elements by the following methods unless otherwise indicated by code:

1. To Wood: Fasten with lag screws or through bolts.
2. To New Concrete: Bolt to concrete inserts.
3. To Masonry: Approved toggle-type bolts on hollow masonry units and expansion anchor fasteners on solid masonry units.
4. To Existing Concrete: Expansion anchor fasteners.
5. Instead of expansion anchors, powder-actuated driven threaded studs provided with lock washers and nuts may be used in existing standard-weight concrete 4 inch (100 mm) thick or greater. Do not use for anchorage to lightweight-aggregate concrete or for slabs less than 4 inch (100 mm) thick.
6. To Steel: Beam clamps (MSS SP-58, Type 19, 21, 23, 25, or 27), complying with MSS SP-69.
7. To Light Steel: Sheet metal screws.
8. Items Mounted on Hollow Walls and Nonstructural Building Surfaces: Mount cabinets, panelboards, disconnect switches, control enclosures, pull and junction boxes, transformers, and other devices on slotted-channel racks attached to substrate by means that comply with seismic-restraint strength and anchorage requirements.

E. Drill holes for expansion anchors in concrete at locations and to depths that avoid the need for reinforcing bars.

3.3 INSTALLATION OF FABRICATED METAL SUPPORTS

A. Comply with installation requirements in Section 05 50 00 "Metal Fabrications" for site-fabricated metal supports.

B. Cut, fit, and place miscellaneous metal supports accurately in location, alignment, and elevation to support and anchor electrical materials and equipment.

C. Field Welding: Comply with AWS D1.1/D1.1M. Submit welding certificates.

END OF SECTION 26 05 29

SECTION 26 05 33 - RACEWAY AND BOXES FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Type EMT-S raceways and elbows.
2. Type ERMC-S raceways, elbows, couplings, and nipples.
3. Type FMC-S and Type FMC-A raceways.
4. Type LFMC raceways.
5. Type PVC raceways and fittings.
6. Fittings for conduit, tubing, and cable.
7. Threaded metal joint compound.
8. Solvent cements.
9. Surface metal raceways and fittings.
10. Wireways and auxiliary gutters.
11. Metallic outlet boxes, device boxes, rings, and covers.
12. Termination boxes.
13. Cabinets, cutout boxes, junction boxes, and pull boxes.
14. Cover plates for device boxes.
15. Hoods for outlet boxes.

B. Related Requirements:

1. Section 26 00 10 "Supplemental Requirements for Electrical" for additional abbreviations, definitions, submittals, qualifications, testing agencies, and other Project requirements applicable to Work specified in this Section.

PART 2 - PRODUCTS

2.1 TYPE EMT-S RACEWAYS AND ELBOWS

A. Performance Criteria:

1. Regulatory Requirements: Listed and labeled in accordance with NFPA 70 and marked for intended location and use.
2. General Characteristics: UL 797 and UL Category Control Number FJMX.

B. Steel Electrical Metal Tubing (EMT-S) and Elbows:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. Allied Tube & Conduit; Atkore International.
b. Calconduit; Atkore International.
c. Emerson Electric Co.
d. Republic Conduit; Nucor Corporation, Nucor Tubular Products.

e. Topaz Lighting & Electric.
f. Western Tube; Zekelman Industries.

2. Material: Steel.
3. Options:

a. Exterior Coating: Zinc.
b. Interior Coating: Zinc with organic top coating.
c. Minimum Trade Size: Metric designator 21 (trade size 3/4).

2.2 TYPE ERMC-S RACEWAYS, ELBOWS, COUPLINGS, AND NIPPLES

A. Performance Criteria:

1. Regulatory Requirements: Listed and labeled in accordance with NFPA 70 and marked for intended location and use.
2. General Characteristics: UL 6 and UL Category Control Number DYIX.

B. Galvanized-Steel Electrical Rigid Metal Conduit (ERMC-S-G), Elbows, Couplings, and Nipples:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. Allied Tube & Conduit; Atkore International.
b. Crouse-Hinds; Eaton, Electrical Sector.
c. Killark; Hubbell Incorporated, Construction and Energy.
d. Republic Conduit; Nucor Corporation, Nucor Tubular Products.
e. Topaz Lighting & Electric.
f. Western Tube; Zekelman Industries.

2. Exterior Coating: Zinc.
3. Options:

a. Interior Coating: Zinc with organic top coating.
b. Minimum Trade Size: Metric designator 21 (trade size 3/4).

2.3 TYPE FMC-S AND TYPE FMC-A RACEWAYS

A. Performance Criteria:

1. Regulatory Requirements: Listed and labeled in accordance with NFPA 70 and marked for intended location and use.
2. General Characteristics: UL 1 and UL Category Control Number DXUZ.

B. Steel Flexible Metal Conduit (FMC-S):

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. ABB, Electrification Products Division.
b. Electri-Flex Company.

2. Material: Steel.
3. Options:

    a. Minimum Trade Size: Metric designator 21 (trade size 3/4).

C. Aluminum Flexible Metal Conduit (FMC-A):

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

    a. ABB, Electrification Products Division.
    b. Electri-Flex Company.

2. Material: Aluminum.
3. Options:

    a. Minimum Trade Size: Metric designator 21 (trade size 3/4).

2.4 TYPE LFMC RACEWAYS

A. Performance Criteria:

1. Regulatory Requirements: Listed and labeled in accordance with NFPA 70 and marked for intended location and use.
2. General Characteristics: UL 360 and UL Category Control Number DXHR.

B. Steel Liquidtight Flexible Metal Conduit (LFMC-S):

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

    a. ABB, Electrification Products Division.
    b. Anaconda Sealtite; Anamet Electrical, Inc.
    c. Electri-Flex Company.

2. Material: Steel.
3. Options:

    a. Minimum Trade Size: Metric designator 21 (trade size 3/4).

2.5 TYPE PVC RACEWAYS AND FITTINGS

A. Performance Criteria:

1. Regulatory Requirements: Listed and labeled in accordance with NFPA 70 and marked for intended location and use.
2. General Characteristics: UL 651 and UL Category Control Number DZYR.

B. Schedule 40 Rigid PVC Conduit (PVC-40) and Fittings:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. ABB, Electrification Products Division.
b. Calconduit; Atkore International.
c. JM Eagle; J-M Manufacturing Co., Inc.
d. NAPCO; Westlake Chemical Corp.
e. Opti-Com Manufacturing Network, Inc (OMNI).

2. Dimensional Specifications: Schedule 40.
3. Options:

a. Minimum Trade Size: Metric designator 21 (trade size 3/4).
b. Markings: For use with maximum 90 deg C wire.

C. Schedule 80 Rigid PVC Conduit (PVC-80) and Fittings:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. ABB, Electrification Products Division.
b. Calconduit; Atkore International.
c. JM Eagle; J-M Manufacturing Co., Inc.
d. Opti-Com Manufacturing Network, Inc (OMNI).

2. Dimensional Specifications: Schedule 80.
3. Options:

a. Minimum Trade Size: Metric designator 21 (trade size 3/4).
b. Markings: For use with maximum 90 deg C wire. For directional boring applications.

D. Type EB Rigid PVC Concrete-Encased Underground Conduit (PVC-EB) and Fittings:

1. Manufacturers: Subject to compliance with requirements, provide products by the following:

a. JM Eagle; J-M Manufacturing Co., Inc.

2. Dimensional Specifications: Type EB.
3. Options:

a. Minimum Trade Size: Metric designator 53 (trade size 2).

2.6 FITTINGS FOR CONDUIT, TUBING, AND CABLE

A. Performance Criteria:

1. Regulatory Requirements: Listed and labeled in accordance with NFPA 70 and marked for intended location and use.

B. Fittings for Type ERMC, Type IMC, and Type PVC Raceways:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. ABB, Electrification Products Division.
b. Crouse-Hinds; Eaton, Electrical Sector.
c. EGS; Emerson Electric Co., Automation Solutions, Appleton Group.
d. Konkore Fittings; Atkore International.
e. O-Z/Gedney; Emerson Electric Co., Automation Solutions, Appleton Group.
f. Raco Taymac Bell; Hubbell Incorporated, Commercial and Industrial.
g. Southwire Company.

2. General Characteristics: UL 514B and UL Category Control Number DWTT.
3. Options:

a. Material: Steel.
b. Coupling Method: Compression coupling.
c. Conduit Fittings for Hazardous (Classified) Locations: UL 1203.
d. Expansion and Deflection Fittings: UL 651 with flexible external bonding jumper.

C. Fittings for Type EMT Raceways:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. ABB, Electrification Products Division.
b. Allied Tube & Conduit; Atkore International.
c. Calconduit; Atkore International.
d. Crouse-Hinds; Eaton, Electrical Sector.
e. EGS; Emerson Electric Co., Automation Solutions, Appleton Group.
f. O-Z/Gedney; Emerson Electric Co., Automation Solutions, Appleton Group.
g. Raco Taymac Bell; Hubbell Incorporated, Commercial and Industrial.
h. Southwire Company.

2. General Characteristics: UL 514B and UL Category Control Number FKAV.
3. Options:

a. Material: Steel.
b. Coupling Method: Setscrew coupling. Setscrew couplings with only single screw per conduit are unacceptable.
c. Conduit Fittings for Hazardous (Classified) Locations: UL 1203.
d. Expansion and Deflection Fittings: UL 651 with flexible external bonding jumper.

D. Fittings for Type FMC Raceways:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. American Fittings Corp. (AMFICO).
b. Liquid Tight Connector Co.

2. General Characteristics: UL 514B and UL Category Control Number ILNR.

2.7 ELECTRICALLY CONDUCTIVE CORROSION-RESISTANT COMPOUNDS FOR THREADED CONDUIT

A. Performance Criteria:

1. Regulatory Requirements: Listed and labeled in accordance with NFPA 70 and marked for intended location and use.
2. General Characteristics: UL 2419 and UL Category Control Number FOIZ.

2.8 SOLVENT CEMENTS

A. Performance Criteria:

1. Regulatory Requirements: Listed and labeled in accordance with NFPA 70 and marked for intended location and use.
2. General Characteristics: As recommended by conduit manufacturer in accordance with UL 514B and UL Category Control Number DWTT.

2.9 SURFACE METAL RACEWAYS AND FITTINGS

A. Performance Criteria:

1. Regulatory Requirements: Listed and labeled in accordance with NFPA 70 and marked for intended location and use.
2. General Characteristics: UL 5 and UL Category Control Number RJBT.

B. Surface Metal Raceways and Fittings with Metal Covers:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

   a. MonoSystems, Inc.
   b. Wiremold; Legrand North America, LLC.

2. Options:

   a. Galvanized steel base with snap-on covers.
   b. Manufacturer's standard enamel finish in color selected by Architect.
   c. Wiring Channels: As noted on drawings. Multiple channels must be capable of housing a standard 20 to 30 A NEMA device flush within the raceway.

2.10 WIREWAYS AND AUXILIARY GUTTERS

A. Performance Criteria:

1. Regulatory Requirements: Listed and labeled in accordance with NFPA 70 and marked for intended location and use.
2. General Characteristics: UL 870 and UL Category Control Number ZOYX.

B. Metal Wireways and Auxiliary Gutters:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

   a. ABB, Electrification Products Division.
   b. B-line; Eaton, Electrical Sector.

c. Hoffman; nVent.
d. MonoSystems, Inc.
e. Square D; Schneider Electric USA.

2. Additional Characteristics:

a. Fittings and Accessories: Include covers, couplings, offsets, elbows, expansion joints, adapters, hold-down straps, end caps, and other fittings to match and mate with wireways as required for complete system.
b. Finish: Manufacturer's standard enamel finish.

3. Options:

a. Degree of Protection: Type 1 unless otherwise indicated.
b. Wireway Covers: Hinged type unless otherwise indicated.

2.11 METALLIC OUTLET BOXES, DEVICE BOXES, RINGS, AND COVERS

A. Performance Criteria:

1. Regulatory Requirements: Listed and labeled in accordance with NFPA 70 and marked for intended location and use.
2. General Characteristics: UL 514A and UL Category Control Number QCIT.

B. Metallic Outlet Boxes:

1. Description: Box having pryout openings, knockouts, threaded entries, or hubs in either the sides of the back, or both, for entrance of conduit, conduit or cable fittings, or cables, with provisions for mounting outlet box cover, but without provisions for mounting wiring device directly to box.

2. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. ABB, Electrification Products Division.
b. Crouse-Hinds; Eaton, Electrical Sector.
c. Hubbell Premise Wiring; Hubbell Incorporated, Commercial and Industrial.
d. MonoSystems, Inc.
e. O-Z/Gedney; Emerson Electric Co., Automation Solutions, Appleton Group.
f. Pass & Seymour; Legrand North America, LLC.
g. Raco Taymac Bell; Hubbell Incorporated, Commercial and Industrial.
h. Spring City Electrical Manufacturing Company.
i. Topaz Lighting & Electric.
j. Wiremold; Legrand North America, LLC.

3. Options:

a. Material: Sheet steel for recessed boxes used at the building interior; Cast metal for recessed boxes used at the building exterior walls, as well as surface mounted boxes used both at the building interior and exterior.
b. Sheet Metal Depth: Minimum 2.5 inch (65 mm).
c. Cast-Metal Depth: Minimum 2.4 inch (60.3 mm).

d. Luminaire Outlet Boxes and Covers: Nonadjustable, listed and labeled for attachment of luminaire weighing up to 50 lb (23 kg).
e. Paddle Fan Outlet Boxes and Covers: Nonadjustable, designed for attachment of paddle fan weighing up to 70 lb (32 kg).

C. Metallic Conduit Bodies:

1. Description: Means for providing access to interior of conduit or tubing system through one or more removable covers at junction or terminal point. In the United States, conduit bodies are listed in accordance with outlet box requirements.

2. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. ABB, Electrification Products Division.
b. Crouse-Hinds; Eaton, Electrical Sector.
c. EGS; Emerson Electric Co., Automation Solutions, Appleton Group.
d. Killark; Hubbell Incorporated, Construction and Energy.
e. O-Z/Gedney; Emerson Electric Co., Automation Solutions, Appleton Group.
f. Pass & Seymour; Legrand North America, LLC.
g. Raco Taymac Bell; Hubbell Incorporated, Commercial and Industrial.

D. Metallic Device Boxes:

1. Description: Box with provisions for mounting wiring device directly to box.

2. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. ABB, Electrification Products Division.
b. Arlington Industries, Inc.
c. Crouse-Hinds; Eaton, Electrical Sector.
d. EGS; Emerson Electric Co., Automation Solutions, Appleton Group.
e. Hubbell Premise Wiring; Hubbell Incorporated, Commercial and Industrial.
f. Killark; Hubbell Incorporated, Construction and Energy.
g. O-Z/Gedney; Emerson Electric Co., Automation Solutions, Appleton Group.
h. Raco Taymac Bell; Hubbell Incorporated, Commercial and Industrial.
i. Topaz Lighting & Electric.

3. Options:

a. Material: Sheet steel for recessed boxes used at the building interior; Cast metal for recessed boxes used at the building exterior walls, as well as surface mounted boxes used both at the building interior and exterior.
b. Sheet Metal Depth: minimum 2.5 inch (65 mm).
c. Cast-Metal Depth: minimum 2.4 inch (60.3 mm).

E. Metallic Floor Boxes and Floor Box Covers:

1. Description: Box mounted in floor with floor box cover and other components to complete floor box enclosure.

2. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. ABB, Electrification Products Division.
b. AFC Cable Systems; Atkore International.
c. Arrow Hart, Wiring Devices; Eaton, Electrical Sector.
d. Hubbell Premise Wiring; Hubbell Incorporated, Commercial and Industrial.
e. Leviton Manufacturing Co., Inc.
f. Pass & Seymour; Legrand North America, LLC.
g. Raco Taymac Bell; Hubbell Incorporated, Commercial and Industrial.
h. Wiremold; Legrand North America, LLC.

2.12 TERMINATION BOXES

A. Description: Enclosure for termination base consisting of lengths of bus bars, terminal strips, or terminal blocks with provision for wire connectors to accommodate incoming or outgoing conductors or both.

B. Performance Criteria:

1. Regulatory Requirements: Listed and labeled in accordance with NFPA 70 and marked for intended location and use.
2. General Characteristics: UL 1773 and UL Category Control Number XCKT.

C. Termination Boxes and Termination Bases for Installation on Line Side of Service Equipment:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. ABB, Electrification Products Division.
b. B-line; Eaton, Electrical Sector.
c. EGS; Emerson Electric Co., Automation Solutions, Appleton Group.
d. Erickson Electrical Equipment Company.
e. Hoffman; nVent.
f. Metron; Hubbell Incorporated, Commercial and Industrial.
g. Milbank Manufacturing Co.

2. Additional Characteristics: Listed and labeled for installation on line side of service equipment.

D. Termination Boxes and Termination Bases for Installation on Load Side of Service Equipment:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. ABB, Electrification Products Division.
b. B-line; Eaton, Electrical Sector.
c. EGS; Emerson Electric Co., Automation Solutions, Appleton Group.
d. Erickson Electrical Equipment Company.
e. Hoffman; nVent.
f. Metron; Hubbell Incorporated, Commercial and Industrial.
g. Milbank Manufacturing Co.

2. Additional Characteristics: Listed and labeled for installation on load side of service equipment.

2.13 CABINETS, CUTOUT BOXES, JUNCTION BOXES, AND PULL BOXES

A. Performance Criteria:

1. Regulatory Requirements: Listed and labeled in accordance with NFPA 70 and marked for intended location and use.
2. General Characteristics:

a. Non-Environmental Characteristics: UL 50.
b. Environmental Characteristics: UL 50E.

B. Indoor Sheet Metal Cabinets:

1. Description: Enclosure provided with frame, mat, or trim in which swinging door or doors are or can be hung.

2. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. ABB, Electrification Products Division.
b. B-line; Eaton, Electrical Sector.
c. Crouse-Hinds; Eaton, Electrical Sector.
d. Erickson Electrical Equipment Company.
e. Hoffman; nVent.
f. Killark; Hubbell Incorporated, Construction and Energy.
g. Milbank Manufacturing Co.
h. Raco Taymac Bell; Hubbell Incorporated, Commercial and Industrial.
i. Robroy Enclosures; Robroy Industries.
j. Siemens Industry, Inc., Building Technologies Division.

3. Additional Characteristics: UL Category Control Number CYIV.
4. Options:

a. Degree of Protection: Type 1.

C. Indoor Sheet Metal Cutout Boxes:

1. Description: Enclosure that has swinging doors or covers secured directly to and telescoping with walls of enclosure.

2. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. ABB, Electrification Products Division.
b. B-line; Eaton, Electrical Sector.
c. Crouse-Hinds; Eaton, Electrical Sector.
d. Erickson Electrical Equipment Company.
e. Hoffman; nVent.
f. Killark; Hubbell Incorporated, Construction and Energy.
g. Milbank Manufacturing Co.
h. Raco Taymac Bell; Hubbell Incorporated, Commercial and Industrial.
i. Robroy Enclosures; Robroy Industries.
j. Siemens Industry, Inc., Building Technologies Division.

3. Additional Characteristics: UL Category Control Number CYIV.
4. Options:

    a. Degree of Protection: Type 1.

D. Indoor Sheet Metal Junction and Pull Boxes:

1. Description: Box with a blank cover that serves the purpose of joining different runs of raceway or cable.

2. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

    a. B-line; Eaton, Electrical Sector.
    b. EGS; Emerson Electric Co., Automation Solutions, Appleton Group.
    c. Hoffman; nVent.
    d. Hubbell Industrial Controls; Hubbell Incorporated, Commercial and Industrial.
    e. Milbank Manufacturing Co.
    f. O-Z/Gedney; Emerson Electric Co., Automation Solutions, Appleton Group.
    g. Raco Taymac Bell; Hubbell Incorporated, Commercial and Industrial.
    h. Spring City Electrical Manufacturing Company.
    i. Square D; Schneider Electric USA.

3. Additional Characteristics: UL Category Control Number BGUZ.
4. Options:

    a. Degree of Protection: Type 1.

E. Indoor Cast-Metal Junction and Pull Boxes:

1. Description: Box with a blank cover that serves the purpose of joining different runs of raceway or cable.

2. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

    a. Adalet.
    b. Crouse-Hinds; Eaton, Electrical Sector.
    c. EGS; Emerson Electric Co., Automation Solutions, Appleton Group.

3. Additional Characteristics: UL Category Control Number BGUZ.
4. Options:

    a. Degree of Protection: Type 12.

F. Outdoor Sheet Metal Cabinets:

1. Description: Enclosure provided with frame, mat, or trim in which swinging door or doors are or can be hung.

2. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

    a. ABB, Electrification Products Division.

b. Adalet.
c. B-line; Eaton, Electrical Sector.
d. Crouse-Hinds; Eaton, Electrical Sector.
e. Erickson Electrical Equipment Company.
f. Hoffman; nVent.
g. Killark; Hubbell Incorporated, Construction and Energy.
h. Milbank Manufacturing Co.
i. Raco Taymac Bell; Hubbell Incorporated, Commercial and Industrial.
j. Robroy Enclosures; Robroy Industries.
k. Siemens Industry, Inc., Building Technologies Division.

3. Additional Characteristics: UL Category Control Number CYIV.

a. Options:
b. Degree of Protection: Type 3R.

G. Outdoor Sheet Metal Cutout Boxes:

1. Description: Enclosure that has swinging doors or covers secured directly to and telescoping with walls of enclosure.

2. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. ABB, Electrification Products Division.
b. Adalet.
c. B-line; Eaton, Electrical Sector.
d. Crouse-Hinds; Eaton, Electrical Sector.
e. Erickson Electrical Equipment Company.
f. Hoffman; nVent.
g. Killark; Hubbell Incorporated, Construction and Energy.
h. Milbank Manufacturing Co.
i. Raco Taymac Bell; Hubbell Incorporated, Commercial and Industrial.
j. Robroy Enclosures; Robroy Industries.
k. Siemens Industry, Inc., Building Technologies Division.

3. Additional Characteristics: UL Category Control Number CYIV.

a. Options:
b. Degree of Protection: Type 3R.

H. Outdoor Sheet Metal Junction and Pull Boxes:

1. Description: Box with a blank cover that serves the purpose of joining different runs of raceway or cable.

2. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. Adalet.
b. B-line; Eaton, Electrical Sector.
c. EGS; Emerson Electric Co., Automation Solutions, Appleton Group.
d. Hoffman; nVent.
e. Hubbell Industrial Controls; Hubbell Incorporated, Commercial and Industrial.

f. Milbank Manufacturing Co.
g. O-Z/Gedney; Emerson Electric Co., Automation Solutions, Appleton Group.
h. Raco Taymac Bell; Hubbell Incorporated, Commercial and Industrial.
i. Spring City Electrical Manufacturing Company.
j. Square D; Schneider Electric USA.

3. Additional Characteristics: UL Category Control Number BGUZ.

a. Options:
b. Degree of Protection: Type 4.

I. Outdoor Cast-Metal Junction and Pull Boxes:

1. Description: Box with a blank cover that serves the purpose of joining different runs of raceway or cable.

2. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. Adalet.
b. Crouse-Hinds; Eaton, Electrical Sector.
c. EGS; Emerson Electric Co., Automation Solutions, Appleton Group.

3. Additional Characteristics: UL Category Control Number BGUZ.
4. Options:

a. Degree of Protection: Type 4.

2.14 COVER PLATES FOR DEVICES BOXES

A. Performance Criteria:

1. Regulatory Requirements: Listed and labeled in accordance with NFPA 70 and marked for intended location and use.
2. General Characteristics:

a. Reference Standards: UL 514D and UL Category Control Numbers QCIT and QCMZ.
b. Wallplate-Securing Screws: Metal with head color to match wallplate finish.

B. Metallic Cover Plates for Device Boxes:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. ABB, Electrification Products Division.
b. Arrow Hart, Wiring Devices; Eaton, Electrical Sector.
c. Crouse-Hinds; Eaton, Electrical Sector.
d. EGS; Emerson Electric Co., Automation Solutions, Appleton Group.
e. Hubbell Premise Wiring; Hubbell Incorporated, Commercial and Industrial.
f. Intermatic, Inc.
g. Leviton Manufacturing Co., Inc.
h. O-Z/Gedney; Emerson Electric Co., Automation Solutions, Appleton Group.

i. Pass & Seymour; Legrand North America, LLC.
j. Raco Taymac Bell; Hubbell Incorporated, Commercial and Industrial.
k. Topaz Lighting & Electric.
l. Wiremold; Legrand North America, LLC.

2. Options:

a. Damp and Wet Locations: Listed, labeled, and marked for location and use. Provide gaskets and accessories necessary for compliance with listing.
b. Wallplate Material: 0.032 inch (0.8 mm) thick Type 302/304 non-magnetic stainless steel with brushed finish.

2.15 HOODS FOR OUTLET BOXES

A. Performance Criteria:

1. Regulatory Requirements: Listed and labeled in accordance with NFPA 70 and marked for intended location and use.
2. General Characteristics:

a. Reference Standards:

1) UL 514D and UL Category Control Numbers QCIT and QCMZ.
2) Receptacle, hood, cover plate, gaskets, and seals comply with UL 498 Supplement SA when mated with box or enclosure complying with UL 514A, UL 514C, or UL 50E.

3. Mounts to box using fasteners different from wiring device.

B. Extra-Duty, While-in-Use Hoods for Outlet Boxes:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. ABB, Electrification Products Division.
b. Allied Tube & Conduit; Atkore International.
c. Arlington Industries, Inc.
d. Arrow Hart, Wiring Devices; Eaton, Electrical Sector.
e. EGS; Emerson Electric Co., Automation Solutions, Appleton Group.
f. Intermatic, Inc.
g. Leviton Manufacturing Co., Inc.

2. Additional Characteristics: Marked "Extra-Duty" in accordance with UL 514D.
3. Options:

a. Provides gray, weatherproof, "while-in-use" cover.

PART 3 - EXECUTION

3.1 SELECTION OF RACEWAYS

A. Unless more stringent requirements are specified in Contract Documents or manufacturers' written instructions, comply with NFPA 70 for selection of raceways. Consult Architect for resolution of conflicting requirements.

B. Outdoors:

1. Exposed and Subject to Severe Physical Damage: ERMC.
2. Exposed and Subject to Physical Damage: ERMC or Corrosion-resistant EMT.
    a. Locations less than 2.5 m (8 ft) above finished floor.
3. Exposed and Not Subject to Physical Damage: ERMC or Corrosion-resistant EMT.
4. Concealed Aboveground: ERMC or EMT.
5. Direct Buried: PVC-80.
6. Concrete Encased Not in Trench: PVC-80.
7. Concrete Encased in Trench: PVC-80 or PVC-EB.
8. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): LFMC.

C. Indoors:

1. Hazardous Classified Locations: ERMC.
2. Exposed and Subject to Severe Physical Damage: ERMC. Subject to severe physical damage includes the following locations:
    a. Loading docks.
    b. Corridors used for traffic of mechanized carts, forklifts, and pallet-handling units.
    c. Mechanical rooms.
    d. Gymnasiums.
3. Exposed and Subject to Physical Damage: EMT. Subject to physical damage includes the following locations:
    a. Locations less than 2.5 m (8 ft) above finished floor.
    b. Stub-ups to above suspended ceilings.
4. Exposed and Not Subject to Physical Damage: EMT.
5. Concealed in Ceilings and Interior Walls and Partitions: EMT.
6. Damp or Wet Locations: Corrosion-resistant EMT.
7. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): FMC.

D. Raceway Fittings: Select fittings in accordance with NEMA FB 2.10 guidelines.

1. ERMC and IMC: Provide threaded type fittings unless otherwise indicated.

3.2 SELECTION OF BOXES AND ENCLOSURES

A. Unless more stringent requirements are specified in Contract Documents or manufacturers' written instructions, comply with NFPA 70 for selection of boxes and enclosures. Consult Architect for resolution of conflicting requirements.

B. Degree of Protection:

1. Outdoors:

a. Type 3R unless otherwise indicated.
b. Locations Exposed to Hosedown: Type 4.
c. Locations Subject to Potential Flooding: Type 6P.
d. Locations Aboveground Where Mechanism Must Operate When Ice Covered: Type 3S.
e. Locations in-Ground or Exposed to Corrosive Agents: Type 4X.
f. Locations in-Ground or Exposed to Corrosive Agents Where Mechanism Must Operate When Ice Covered: Type 3SX.

2. Indoors:

a. Type 1 unless otherwise indicated.
b. Damp or Dusty Locations: Type 12.
c. Surface Mounted in Kitchens and Other Locations Exposed to Oil or Coolants: Type 12.
d. Flush Mounted in Kitchens and Other Locations Exposed to Oil or Coolants: Type 12.
e. Locations Exposed to Airborne Dust, Lint, Fibers, or Flyings: Type 4.
f. Locations Exposed to Hosedown: Type 4.
g. Locations Exposed to Brief Submersion: Type 6.
h. Locations Exposed to Prolonged Submersion: Type 6P.
i. Locations Exposed to Corrosive Agents: Type 4X.
j. Locations Exposed to Spraying Oil or Coolants: Type 13.

C. Exposed Boxes Installed Less Than 2.5 m (8 ft) Above Floor:

1. Provide cast-metal boxes. Boxes with knockouts or unprotected openings are prohibited.
2. Provide exposed cover. Flat covers with angled mounting slots or knockouts are prohibited.

3.3 INSTALLATION OF RACEWAYS

A. Installation Standards:

1. Unless more stringent requirements are specified in Contract Documents or manufacturers' written instructions, comply with NFPA 70 for installation of raceways. Consult Architect for resolution of conflicting requirements.
2. Comply with NFPA 70 limitations for types of raceways allowed in specific occupancies and number of floors.
3. Comply with requirements in Section 26 05 29 "Hangers and Supports for Electrical Systems" for hangers and supports.
4. Comply with NECA NEIS 101 for installation of steel raceways.
5. Comply with NECA NEIS 102 for installation of aluminum raceways.

6. Comply with NECA NEIS 111 for installation of nonmetallic raceways.
7. Install raceways square to the enclosure and terminate at enclosures without hubs with locknuts on both sides of enclosure wall. Install locknuts hand tight, plus one-quarter turn more.
8. Terminate threaded conduits into threaded hubs or with locknuts on inside and outside of boxes or cabinets. Install bushings on conduits up to metric designator 35 (trade size 1-1/4) and insulated throat metal bushings on metric designator 41 (trade size 1-1/2) and larger conduits terminated with locknuts. Install insulated throat metal grounding bushings on service conduits.
9. Raceway Terminations at Locations Subject to Moisture or Vibration:

    a. Provide insulating bushings to protect conductors, including conductors smaller than No. 4 AWG..

B. General Requirements for Installation of Raceways:

1. Complete raceway installation before starting conductor installation.
2. Provide stub-ups through floors with coupling threaded inside for plugs, set flush with finished floor. Plug coupling until conduit is extended above floor to final destination or a minimum of 2 ft (0.6 m) above finished floor.
3. Install no more than equivalent of three 90-degree bends in conduit run. Support within 12 inch (300 mm) of changes in direction.
4. Make bends in raceway using large-radius preformed ells except for parallel bends. Field bending must be in accordance with NFPA 70 minimum radii requirements. Provide only equipment specifically designed for material and size involved.
5. Conceal conduit within finished walls, ceilings, and floors unless otherwise indicated. Install conduits parallel or perpendicular to building lines.
6. Support conduit within 12 inch (300 mm) of enclosures to which attached.
7. Install raceway sealing fittings at accessible locations in accordance with NFPA 70 and fill them with listed sealing compound. For concealed raceways, install fitting in flush steel box with blank cover plate having finish similar to that of adjacent plates or surfaces. Install raceway sealing fittings in accordance with NFPA 70.
8. Install devices to seal raceway interiors at accessible locations. Locate seals so no fittings or boxes are between the seal and the following changes of environments. Seal interior of raceways at the following points:

    a. Where conduits pass from warm to cold locations, such as boundaries of refrigerated spaces.
    b. Where an underground service raceway enters a building or structure.
    c. Conduit extending from interior to exterior of building.
    d. Conduit extending into pressurized duct and equipment.
    e. Conduit extending into pressurized zones that are automatically controlled to maintain different pressure set points.
    f. Where otherwise required by NFPA 70.

9. Do not install raceways or electrical items on "explosion-relief" walls or rotating equipment.
10. Do not install conduits within 2 inch (50 mm) of the bottom side of a metal deck roof.
11. Keep raceways at least 6 inch (150 mm) away from parallel runs of flues and steam or hot-water pipes. Install horizontal raceway runs above water and steam piping.
12. Cut conduit perpendicular to the length. For conduits metric designator 53 (trade size 2) and larger, use roll cutter or a guide to make cut straight and perpendicular to the length. Ream inside of conduit to remove burrs.
13. Install pull wires in empty raceways. Provide polypropylene or monofilament plastic line with not less than 200 lb (90 kg) tensile strength. Leave at least 12 inch (300 mm) of

slack at both ends of pull wire. Cap underground raceways designated as spare above grade alongside raceways in use.

C. Requirements for Installation of Specific Raceway Types:

1. Types ERMC and IMC:

a. Threaded Conduit Joints, Exposed to Wet, Damp, Corrosive, or Outdoor Conditions: Apply listed compound that maintains electrical conductivity to threads of raceway and fittings before making up joints. Follow compound manufacturer's written instructions.

2. Types FMC and LFMC:

a. Comply with NEMA RV 3. Provide a maximum of 72 inch (1830 mm) of flexible conduit for recessed and semirecessed luminaires, equipment subject to vibration, noise transmission, or movement; and for transformers and motors.

3. Type PVC:

a. Do not install Type PVC conduit where ambient temperature exceeds 122 deg F (50 deg C). Conductor ratings must be limited to 75 deg C except where installed in a trench outside buildings with concrete encasement, where 90 deg C conductors are permitted. Note that Type PVC conduit is PROHIBITTED from use inside the building, above grade, or in any exposed installation locations.
b. Comply with manufacturer's written instructions for solvent welding and fittings.

D. Raceways Embedded in Slabs:

1. Run raceways larger than metric designator 27 (trade size 1) parallel or at right angles to main reinforcement. Where at right angles to reinforcement, place raceway close to slab support. Secure raceways to reinforcement at maximum 10 ft (3 m) intervals.
2. Arrange raceways to cross building expansion joints with expansion fittings at right angles to the joint.
3. Arrange raceways to ensure that each is surrounded by a minimum of 1 inch (25 mm) of concrete without voids.
4. Do not embed threadless fittings in concrete unless locations have been specifically approved by Architect.
5. Change from PVC-80 to ERMC before rising above floor.

E. Stub-ups to Above Recessed Ceilings:

1. Provide EMT, IMC, or ERMC for raceways.
2. Provide a conduit bushing or insulated fitting to terminate stub-ups not terminated in hubs or in an enclosure.

F. Raceway Fittings: Install fittings in accordance with NEMA FB 2.10 guidelines.

1. EMT: Provide setscrew, steel fittings. Comply with NEMA FB 2.10.
2. Flexible Conduit: Provide only fittings listed for use with flexible conduit type. Comply with NEMA FB 2.20.

G. Expansion-Joint Fittings:

1. Install in runs of aboveground ERMC and EMT conduit that are located where environmental temperature change may exceed 100 deg F (55 deg C) and that have straight-run length that exceeds 100 ft (30 m).
2. Install type and quantity of fittings that accommodate temperature change listed for the following locations:

    a. Outdoor Locations Not Exposed to Direct Sunlight: 125 deg F (70 deg C) temperature change.
    b. Outdoor Locations Exposed to Direct Sunlight: 155 deg F (86 deg C) temperature change.
    c. Indoor Spaces Connected with Outdoors without Physical Separation: 125 deg F (70 deg C) temperature change.
    d. Attics: 135 deg F (75 deg C) temperature change.

3. Install fitting(s) that provide expansion and contraction for at least 0.000078 inch per foot of length of straight run per deg F (0.0115 mm per meter of length of straight run per deg C) of temperature change for metal conduits.
4. Install expansion fittings at locations where conduits cross building or structure expansion joints.
5. Install expansion-joint fitting with position, mounting, and piston setting selected in accordance with manufacturer's written instructions for conditions at specific location at time of installation. Install conduit supports to allow for expansion movement.

H. Raceways Penetrating Rooms or Walls with Acoustical Requirements:

1. Seal raceway openings on both sides of rooms or walls with acoustically rated putty or firestopping.

3.4 INSTALLATION OF SURFACE RACEWAYS

A. Install surface raceways only where indicated on Drawings.

B. Install surface raceway with a minimum 2 inch (50 mm) radius control at bend points.

C. Secure surface raceway with screws or other anchor-type devices at intervals not exceeding 48 inch (1200) mm) and with no less than two supports per straight raceway section. Support surface raceway in accordance with manufacturer's written instructions. Tape and glue are unacceptable support methods.

3.5 INSTALLATION OF BOXES AND ENCLOSURES

A. Provide boxes in wiring and raceway systems wherever required for pulling of wires, making connections, and mounting of devices or fixtures.

B. Mount boxes at heights indicated on Drawings. If mounting heights of boxes are not individually indicated, give priority to ADA requirements. Install boxes with height measured to center of box unless otherwise indicated.

C. Recessed Boxes in Masonry Walls: Saw-cut opening for box in center of cell of masonry block, and install box flush with surface of wall. Prepare block surfaces to provide a flat surface for a raintight connection between box and cover plate or supported equipment and box, whether installed indoors or outdoors.

D. Horizontally separate boxes mounted on opposite sides of walls so they are not in the same vertical channel.

E. Locate boxes so that cover or plate will not span different building finishes.

F. Support boxes in recessed ceilings independent of ceiling tiles and ceiling grid.

G. Support boxes of three gangs or more from more than one side by spanning two framing members or mounting on brackets specifically designed for purpose.

H. Fasten junction and pull boxes to, or support from, building structure. Do not support boxes by conduits.

I. Set metal floor boxes level and flush with finished floor surface.

J. Do not install aluminum boxes, enclosures, or fittings in contact with concrete or earth.

K. Do not rely on locknuts to penetrate nonconductive coatings on enclosures. Remove coatings in the locknut area prior to assembling conduit to enclosure to ensure a continuous ground path.

L. Boxes and Enclosures in Areas or Walls with Acoustical Requirements:

1. Seal openings and knockouts in back and sides of boxes and enclosures with acoustically rated putty.
2. Provide gaskets for wallplates and covers.

3.6 FIRESTOPPING

A. Install firestopping at penetrations of fire-rated floor and wall assemblies. Comply with requirements in Section 07 84 13 "Penetration Firestopping."

3.7 PROTECTION

A. Protect coatings, finishes, and cabinets from damage and deterioration.

1. Repair damage to galvanized finishes with zinc-rich paint recommended by manufacturer.
2. Repair damage to PVC coatings or paint finishes with matching touchup coating recommended by manufacturer.

3.8 CLEANING

A. Boxes: Remove construction dust and debris from device boxes, outlet boxes, and floor-mounted enclosures before installing wallplates, covers, and hoods.

END OF SECTION 26 05 33

SECTION 26 05 43 - UNDERGROUND DUCTS AND RACEWAYS FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Metal conduits and fittings, including GRC.
2. Rigid nonmetallic duct.
3. Flexible nonmetallic duct.
4. Duct accessories.
5. Precast concrete handholes.
6. Polymer concrete handholes and boxes with polymer concrete cover.
7. Precast manholes.
8. Utility structure accessories.

1.3 DEFINITIONS

A. Direct Buried: Duct or a duct bank that is buried in the ground, without any additional casing materials such as concrete.

B. Duct: A single duct or multiple ducts. Duct may be either installed singly or as component of a duct bank.

C. Duct Bank:

1. Two or more ducts installed in parallel, with or without additional casing materials.
2. Multiple duct banks.

D. GRC: Galvanized rigid (steel) conduit.

E. Trafficways: Locations where vehicular or pedestrian traffic is a normal course of events.

1.4 MAINTENANCE MATERIALS SUBMITTALS

A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

B. Furnish cable-support stanchions, arms, insulators, and associated fasteners in quantities equal to 5 percent of quantity of each item installed.

1.5 QUALITY ASSURANCE

A. Testing Agency Qualifications: Qualified according to ASTM E329 for testing indicated.

1.6 FIELD CONDITIONS

A. Interruption of Existing Electrical Service: Do not interrupt electrical service to facilities occupied by Owner or others unless permitted under the following conditions, and then only after arranging to provide temporary electrical service according to requirements indicated:

1. Notify Construction Manager no fewer than two days in advance of proposed interruption of electrical service.
2. Do not proceed with interruption of electrical service without Construction Manager's written permission.

B. Ground Water: Assume ground-water level is at grade level unless a lower water table is noted on Drawings.

C. Ground Water: Assume ground-water level is 36 inches (900 mm) below ground surface unless a higher water table is noted on Drawings.

PART 2 - PRODUCTS

2.1 METAL CONDUIT AND FITTINGS

A. GRC: Comply with ANSI C80.1 and UL 6.

B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. AFC Cable Systems; a part of Atkore International.
2. Allied Tube & Conduit; a part of Atkore International.
3. Anamet Electrical, Inc (Anaconda Sealtite).
4. Korkap.
5. Opti-Com Manufacturing Network, Inc (OMNI).
6. O-Z/Gedney; a brand of Emerson Industrial Automation.
7. Republic Conduit.
8. Southwire Company.
9. Thomas & Betts Corporation; A Member of the ABB Group.
10. Topaz Electric; a division of Topaz Lighting Corp.
11. Western Tube and Conduit Corporation.

C. Listed and labeled as defined in NFPA 70, by a nationally recognized testing laboratory, and marked for intended location and application.

2.2 RIGID NONMETALLIC DUCT

A. Underground Plastic Utilities Duct: Type EPC-80-PVC and Type EPC-40-PVC RNC, complying with NEMA TC 2 and UL 651, with matching fittings complying with NEMA TC 3 by same manufacturer as duct.

B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. ARNCO Corp.
2. Beck Manufacturing.
3. Cantex Inc.
4. CertainTeed Corporation.
5. Condux International, Inc.
6. Crown Line Plastics.
7. Electri-Flex Company.
8. Endot Industries Inc.
9. Lamson & Sessions.
10. National Pipe & Plastics.

C. Listed and labeled as defined in NFPA 70, by a nationally recognized testing laboratory, and marked for intended location and application.

D. Solvents and Adhesives: As recommended by conduit manufacturer.

2.3 FLEXIBLE NONMETALLIC DUCTS

A. HDPE Duct: Type EPEC-80 HDPE, complying with NEMA TC 7 and UL 651A.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. ARNCO Corp.
b. Carlon; a brand of Thomas & Betts Corporation.
c. National Pipe & Plastics.
d. Opti-Com Manufacturing Network, Inc (OMNI).

2. Listed and labeled as defined in NFPA 70, by a nationally recognized testing laboratory, and marked for intended location and application.

2.4 DUCT ACCESSORIES

A. Duct Spacers: Factory-fabricated, rigid, PVC interlocking spacers; sized for type and size of duct with which used, and selected to provide minimum duct spacing indicated while supporting duct during concreting or backfilling.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. Allied Tube & Conduit; a part of Atkore International.
b. Cantex Inc.
c. Carlon; a brand of Thomas & Betts Corporation.
d. IPEX USA LLC.
e. PenCell Plastics.

B. Underground-Line Warning Tape: Comply with requirements for underground-line warning tape specified in Section 26 05 53 "Identification for Electrical Systems."

2.5 PRECAST CONCRETE HANDHOLES AND BOXES

A. Description: Factory-fabricated, reinforced-concrete, monolithically poured walls and bottom unless open-bottom enclosures are indicated. Frame and cover shall form top of enclosure and shall have load rating consistent with that of handhole or box.

B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Christy Concrete Products.
2. Elmhurst-Chicago Stone Co.
3. Oldcastle Precast, Inc.
4. Rinker Group, Ltd.
5. Riverton Concrete Products.
6. Utility Concrete Products, LLC.
7. Utility Vault Co.

C. Comply with ASTM C858 for design and manufacturing processes.

D. Frame and Cover: Weatherproof aluminum frame with hinged aluminum access door assembly with tamper-resistant, captive, cover-securing bolts.

1. Cover Hinges: Concealed, with hold-open ratchet assembly.
2. Cover Handle: Recessed.

E. Cover Finish: Nonskid finish shall have a minimum coefficient of friction of 0.50.

F. Cover Legend: Molded lettering, "ELECTRIC."

G. Configuration: Units shall be designed for flush burial and have integral closed bottom unless otherwise indicated.

H. Extensions and Slabs: Designed to mate with bottom of enclosure. Same material as enclosure.

1. Extension shall provide increased depth of 12 inches (300 mm).
2. Slab: Same dimensions as bottom of enclosure, and arranged to provide closure.

I. Joint Sealant: Asphaltic-butyl material with adhesion, cohesion, flexibility, and durability properties necessary to withstand maximum hydrostatic pressures at the installation location with the ground-water level at grade.

J. Knockout Panels: Precast openings in walls, arranged to match dimensions and elevations of approaching duct, plus an additional 12 inches (300 mm) vertically and horizontally to accommodate alignment variations.

1. Splayed location.
2. Knockout panels shall be located no less than 6 inches (150 mm) from interior surfaces of walls, floors, or frames and covers of handholes, but close enough to corners to facilitate racking of cables on walls.
3. Knockout panel opening shall have cast-in-place, welded-wire fabric reinforcement for field cutting and bending to tie in to concrete envelopes of duct.
4. Knockout panels shall be framed with at least two additional No. 3 steel reinforcing bars in concrete around each opening.
5. Knockout panels shall be 1-1/2 to 2 inches (38 to 50 mm) thick.

K. Duct Entrances in Handhole Walls: Cast end-bell or duct-terminating fitting in wall for each entering duct.

1. Type and size shall match fittings to duct to be terminated.
2. Fittings shall align with elevations of approaching duct and be located near interior corners of handholes to facilitate racking of cable.

L. Handholes 12 inches wide by 24 inches long (300 mm wide by 600 mm long) and larger shall have inserts for cable racks and pulling-in irons installed before concrete is poured.

2.6 POLYMER CONCRETE HANDHOLES AND BOXES WITH POLYMER CONCRETE COVER

A. Description: Molded of sand and aggregate, bound together with a polymer resin, and reinforced with steel or fiberglass or a combination of the two.

B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Armorcast Products Company.
2. Hubbell Incorporated (Power Systems Group - Quazite).
3. MacLean Highline.
4. NewBasis.

C. Standard: Comply with SCTE 77. Comply with tier requirements in "Underground Enclosure Application" Article.

D. Color: Green.

E. Configuration: Units shall be designed for flush burial and have integral closed bottom unless otherwise indicated.

F. Cover: Weatherproof, secured by tamper-resistant locking devices and having structural load rating consistent with enclosure.

G. Cover Finish: Nonskid finish shall have a minimum coefficient of friction of 0.50.

H. Cover Legend: Molded lettering, "ELECTRIC."

I. Direct-Buried Wiring Entrance Provisions: Knockouts equipped with insulated bushings or end-bell fittings, selected to suit box material, sized for wiring indicated, and arranged for secure, fixed installation in enclosure wall.

J. Duct Entrance Provisions: Duct-terminating fittings shall mate with entering duct for secure, fixed installation in enclosure wall.

K. Handholes 12 inches wide by 24 inches long (300 mm wide by 600 mm long) and larger shall have factory-installed inserts for cable racks and pulling-in irons.

2.7 PRECAST MANHOLES

A. Description: One-piece units and units with interlocking mating sections, complete with accessories, hardware, and features.

B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Carder Concrete Products.
2. Christy Concrete Products.
3. Elmhurst-Chicago Stone Co.
4. Oldcastle Precast, Inc.
5. Rinker Group, Ltd.
6. Riverton Concrete Products.
7. Utility Concrete Products, LLC.
8. Utility Vault Co.

C. Comply with ASTM C858.

D. Structural Design Loading: Comply with requirements in "Underground Enclosure Application" Article.

E. Knockout Panels: Precast openings in walls, arranged to match dimensions and elevations of approaching duct, plus an additional 12 inches (300 mm) vertically and horizontally to accommodate alignment variations.

1. Splayed location.
2. Knockout panels shall be located no less than 6 inches (150 mm) from interior surfaces of walls, floors, or roofs of manholes, but close enough to corners to facilitate racking of cables on walls.
3. Knockout panel opening shall have cast-in-place, welded-wire fabric reinforcement for field cutting and bending to tie in to concrete envelopes of duct.
4. Knockout panel shall be framed with at least two additional No. 3 steel reinforcing bars in concrete around each opening.
5. Knockout panels shall be 1-1/2 to 2 inches (38 to 50 mm) thick.

F. Duct Entrances in Manhole Walls: Cast end-bell or duct-terminating fitting in wall for each entering duct.

1. Type and size shall match fittings to duct to be terminated.
2. Fittings shall align with elevations of approaching duct and be located near interior corners of manholes to facilitate racking of cable.

G. Ground Rod Sleeve: Provide a 3-inch (75-mm) PVC sleeve in manhole floors 2 inches (50 mm) from the wall adjacent to, but not underneath, the duct entering the structure.

H. Joint Sealant: Asphaltic-butyl material with adhesion, cohesion, flexibility, and durability properties necessary to withstand maximum hydrostatic pressures at the installation location with the ground-water level at grade.

2.8 UTILITY STRUCTURE ACCESSORIES

A. Accessories for Utility Structures: Utility equipment and accessory items used for utility structure access and utility support, listed and labeled for intended use and application.

B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. BILCO Company (The).
2. Campbell Foundry Company.
3. Christy Concrete Products.
4. Elmhurst-Chicago Stone Co.
5. Hubbell Incorporated (Power Systems Group - Quazite).
6. McKinley Iron Works, Inc.
7. NewBasis.
8. Oldcastle Precast, Inc.
9. Osburn Associates, Inc.
10. Pennsylvania Insert Corporation.
11. Riverton Concrete Products.
12. Underground Devices, Inc.
13. Utility Concrete Products, LLC.
14. Utility Vault Co.

C. Manhole Frames, Covers, and Chimney Components: Comply with structural design loading specified for manhole.

1. Frame and Cover: Weatherproof, gray cast iron complying with ASTM A48/A48M, Class 30B with milled cover-to-frame bearing surfaces; diameter, 26 inches (660 mm).

a. Cover Finish: Nonskid finish shall have a minimum coefficient of friction of 0.50.
b. Special Covers: Recess in face of cover designed to accept finish material in paved areas.

2. Cover Legend: Cast in. Selected to suit system.

a. Legend: "ELECTRIC-LV" for duct systems with power wires and cables for systems operating at 600 V and less.
b. Legend: "ELECTRIC-HV" for duct systems with medium-voltage cables.

3. Manhole Chimney Components: Precast concrete rings with dimensions matched to those of roof opening.

a. Mortar for Chimney Ring and Frame and Cover Joints: Comply with ASTM C270, Type M, except for quantities less than 2.0 cu. ft. (60 L) where packaged mix complying with ASTM C387, Type M, may be used.
b. Seal joints watertight using preformed plastic or rubber complying with ASTM C990. Install sealing material according to sealant manufacturers' written instructions.

D. Manhole Sump Frame and Grate: ASTM A48/A48M, Class 30B, gray cast iron.

E. Pulling Eyes in Concrete Walls: Eyebolt with reinforcing-bar fastening insert, 2-inch- (50-mm-) diameter eye, and 1-by-4-inch (25-by-100-mm) bolt.

1. Working Load Embedded in 6-Inch (150-mm), 4000-psi (27.6-MPa) Concrete: 13,000-lbf (58-kN) minimum tension.

F. Pulling Eyes in Nonconcrete Walls: Eyebolt with reinforced fastening, 1-1/4-inch- (31-mm-) diameter eye, rated 2500-lbf (11-kN) minimum tension.

G. Pulling-in and Lifting Irons in Concrete Floors: 7/8-inch- (22-mm-) diameter, hot-dip galvanized, bent steel rod; stress relieved after forming; and fastened to reinforcing rod. Exposed triangular opening.

1. Ultimate Yield Strength: 40,000-lbf (180-kN) shear and 60,000-lbf (270-kN) tension.

H. Bolting Inserts for Concrete Utility Structure Cable Racks and Other Attachments: Flared, threaded inserts of noncorrosive, chemical-resistant, nonconductive thermoplastic material; 1/2-inch (13-mm) ID by 2-3/4 inches (69 mm) deep, flared to 1-1/4 inches (31 mm) minimum at base.

1. Tested Ultimate Pullout Strength: 12,000 lbf (53 kN) minimum.

I. Ground Rod Sleeve: 3-inch (75-mm) PVC sleeve in manhole floors 2 inches (50 mm) from the wall adjacent to, but not underneath, the ducts routed from the facility.

J. Expansion Anchors for Installation after Concrete Is Cast: Zinc-plated, carbon-steel-wedge type with stainless-steel expander clip with 1/2-inch (13-mm) bolt, 5300-lbf (24-kN) rated pullout strength, and minimum 6800-lbf (30-kN) rated shear strength.

K. Cable Rack Assembly: Steel, hot-dip galvanized, except insulators.

1. Stanchions: T-section or channel with provisions to connect to other sections or channels to form a continuous unit; 1-1/2 inches (38 mm) in width by nominal 24 inches (600 mm) long; punched with 14 hook holes on 1-1/2-inch (38-mm) centers for cable-arm attachment.
2. Arms: 1-1/2 inches (38 mm) wide, lengths ranging from 3 inches (75 mm) with 450-lb (204-kg) minimum capacity to 18 inches (450 mm) with 250-lb (114-kg) minimum capacity. Arms shall have slots along full length for cable ties and be arranged for secure mounting in horizontal position at any vertical location on stanchions.
3. Insulators: High-glaze, wet-process porcelain arranged for mounting on cable arms.

L. Duct-Sealing Compound: Nonhardening, safe for contact with human skin, not deleterious to cable insulation, and workable at temperatures as low as 35 deg F (2 deg C). Capable of withstanding temperature of 300 deg F (150 deg C) without slump and adhering to clean surfaces of plastic ducts, metallic conduit, conduit and duct coatings, concrete, masonry, lead, cable sheaths, cable jackets, insulation materials, and common metals.

M. Portable Manhole Ladders: UL-listed, heavy-duty fiberglass specifically designed for portable use for access to electrical manholes. Minimum length equal to distance from deepest manhole floor to grade plus 36 inches (900 mm). One required.

N. Cover Hooks: Heavy duty, designed for lifts 60 lbf (270 N) and greater. Two required.

2.9 SOURCE QUALITY CONTROL

A. Test and inspect precast concrete utility structures according to ASTM C1037.

B. Nonconcrete Handhole and Pull-Box Prototype Test: Test prototypes of manholes and boxes for compliance with SCTE 77. Strength tests shall be for specified tier ratings of products supplied.

1. Tests of materials shall be performed by an independent testing agency.

2. Strength tests of complete boxes and covers shall be by an independent testing agency or manufacturer. A qualified registered professional engineer shall certify tests by manufacturer.
3. Testing machine pressure gages shall have current calibration certification, complying with ISO 9000 and ISO 10012, and traceable to NIST standards.

PART 3 - EXECUTION

3.1 PREPARATION

A. Coordinate layout and installation of duct, duct bank, manholes, handholes, and boxes with final arrangement of other utilities, site grading, and surface features as determined in the field. Notify Architect if there is a conflict between areas of excavation and existing structures or archaeological sites to remain.

B. Coordinate elevations of duct and duct-bank entrances into manholes, handholes, and boxes with final locations and profiles of duct and duct banks, as determined by coordination with other utilities, underground obstructions, and surface features. Revise locations and elevations as required to suit field conditions and to ensure that duct and duct bank will drain to manholes and handholes, and as approved by Architect.

C. Clear and grub vegetation to be removed, and protect vegetation to remain according to Section 31 10 00 "Site Clearing." Remove and stockpile topsoil for reapplication according to Section 31 10 00 "Site Clearing."

3.2 UNDERGROUND DUCT APPLICATION

A. Duct for Electrical Cables More Than 600 V: Type EPC-80-PVC RNC, concrete-encased unless otherwise indicated.

B. Duct for Electrical Feeders 600 V and Less: Type EPC-40-PVC RNC, direct-buried unless otherwise indicated.

C. Duct for Electrical Branch Circuits: Type EPC-40-PVC RNC, direct-buried unless otherwise indicated.

D. Bored Underground Duct: Type EPEC-80-HDPE unless otherwise indicated.

E. Underground Ducts Crossing Driveways and Roadways: Type EPC-40 PVC RNC, encased in reinforced concrete.

F. Stub-ups: Concrete-encased GRC.

3.3 UNDERGROUND ENCLOSURE APPLICATION

A. Handholes and Boxes for 600 V and Less:

1. Units in Roadways and Other Deliberate Traffic Paths: Precast concrete. AASHTO HB 17, H-20 structural load rating.

2. Units in Driveway, Parking Lot, and Off-Roadway Locations, Subject to Occasional, Nondeliberate Loading by Heavy Vehicles: Precast concrete, AASHTO HB 17, H-20 structural load rating.
3. Units in Sidewalk and Similar Applications with a Safety Factor for Nondeliberate Loading by Vehicles: Polymer concrete units, SCTE 77, Tier 8 structural load rating.
4. Units Subject to Light-Duty Pedestrian Traffic Only: Fiberglass-reinforced polyester resin, structurally tested according to SCTE 77 with 3000-lbf (13 345-N) vertical loading.
5. Cover design load shall not exceed the design load of the handhole or box.

B. Manholes: Precast concrete.

1. Units Located in Roadways and Other Deliberate Traffic Paths by Heavy or Medium Vehicles: H-20 structural load rating according to AASHTO HB 17.
2. Units Not Located in Deliberate Traffic Paths by Heavy or Medium Vehicles: H-10 load rating according to AASHTO HB 17.

3.4 EARTHWORK

A. Excavation and Backfill: Comply with Section 31 20 00 "Earth Moving," but do not use heavy-duty, hydraulic-operated, compaction equipment.

B. Restoration: Replace area immediately after backfilling is completed or after construction vehicle traffic in immediate area is complete.

C. Restore surface features at areas disturbed by excavation, and re-establish original grades unless otherwise indicated. Replace removed sod immediately after backfilling is completed.

D. Restore areas disturbed by trenching, storing of dirt, cable laying, and other work. Restore vegetation and include necessary topsoiling, fertilizing, liming, seeding, sodding, sprigging, and mulching. Comply with Section 32 92 00 "Turf and Grasses" and Section 32 93 00 "Plants."

E. Cut and patch existing pavement in the path of underground duct, duct bank, and underground structures according to "Cutting and Patching" Article in Section 01 73 00 "Execution."

3.5 DUCT AND DUCT-BANK INSTALLATION

A. Where indicated on Drawings, install duct, spacers, and accessories into the duct-bank configuration shown. Duct installation requirements in this Section also apply to duct bank.

B. Install duct according to NEMA TCB 2.

C. Slope: Pitch duct a minimum slope of 1:300 down toward manholes and handholes and away from buildings and equipment. Slope duct from a high point between two manholes, to drain in both directions.

D. Curves and Bends: Use 5-degree angle couplings for small changes in direction. Use manufactured long sweep bends with a minimum radius of 48 inches (1200 mm), both horizontally and vertically, at other locations unless otherwise indicated.

1. Duct shall have maximum of two 90 degree bends or the total of all bends shall be no more 180 degrees between pull points.

E. Joints: Use solvent-cemented joints in duct and fittings and make watertight according to manufacturer's written instructions. Stagger couplings so those of adjacent duct do not lie in same plane.

F. Installation Adjacent to High-Temperature Steam Lines: Where duct is installed parallel to underground steam lines, perform calculations showing the duct will not be subject to environmental temperatures above 40 deg C. Where environmental temperatures are calculated to rise above 40 deg C, and anywhere the duct crosses above an underground steam line, install insulation blankets listed for direct burial to isolate the duct bank from the steam line.

G. End Bell Entrances to Manholes and Concrete and Polymer Concrete Handholes: Use end bells, spaced approximately 10 inches (250 mm) o.c. for 5-inch (125-mm) duct, and vary proportionately for other duct sizes.

1. Begin change from regular spacing to end-bell spacing 10 feet (3 m) from the end bell, without reducing duct slope and without forming a trap in the line.
2. Expansion and Deflection Fittings: Install an expansion and deflection fitting in each duct in the area of disturbed earth adjacent to manhole or handhole. Install an expansion fitting near the center of all straight line direct-buried duct with calculated expansion of more than 3/4 inch (19 mm).
3. Grout end bells into structure walls from both sides to provide watertight entrances.

H. Terminator Entrances to Manholes and Concrete and Polymer Concrete Handholes: Use manufactured, cast-in-place duct terminators, with entrances into structure spaced approximately 6 inches (150 mm) o.c. for 4-inch (100-mm) duct, and vary proportionately for other duct sizes.

1. Begin change from regular spacing to terminator spacing 10 feet (3 m) from the terminator, without reducing duct line slope and without forming a trap in the line.
2. Expansion and Deflection Fittings: Install an expansion and deflection fitting in each duct in the area of disturbed earth adjacent to manhole or handhole. Install an expansion fitting near the center of all straight line duct with calculated expansion of more than 3/4 inch (19 mm).

I. Building Wall Penetrations: Make a transition from underground duct to GRC at least 10 feet (3 m) outside the building wall, without reducing duct line slope away from the building and without forming a trap in the line. Use fittings manufactured for RNC-to-GRC transition. Install GRC penetrations of building walls as specified in Section 26 05 44 "Sleeves and Sleeve Seals for Electrical Raceways and Cabling."

J. Sealing: Provide temporary closure at terminations of duct with pulled cables. Seal spare duct at terminations. Use sealing compound and plugs to withstand at least 15-psig (1.03-MPa) hydrostatic pressure.

K. Pulling Cord: Install 200-lbf- (1000-N-) test nylon cord in empty ducts.

L. Concrete-Encased Ducts and Duct Bank:

1. Excavate trench bottom to provide firm and uniform support for duct. Prepare trench bottoms as specified in Section 31 20 00 "Earth Moving" for pipes less than 6 inches (150 mm) in nominal diameter.
2. Width: Excavate trench 12 inches (300 mm) wider than duct on each side.
3. Width: Excavate trench 3 inches (75 mm) wider than duct on each side.

4. Depth: Install so top of duct envelope is at least 24 inches (600 mm) below finished grade in areas not subject to deliberate traffic, and at least 30 inches (750 mm) below finished grade in deliberate traffic paths for vehicles unless otherwise indicated.
5. Support duct on duct spacers coordinated with duct size, duct spacing, and outdoor temperature.
6. Spacer Installation: Place spacers close enough to prevent sagging and deforming of duct, with not less than four spacers per 20 feet (6 m) of duct. Place spacers within 24 inches (600 mm) of duct ends. Stagger spacers approximately 6 inches (150 mm) between tiers. Secure spacers to earth and to duct to prevent floating during concreting. Tie entire assembly together using fabric straps; do not use tie wires or reinforcing steel that may form conductive or magnetic loops around ducts or duct groups.
7. Minimum Space between Duct: 3 inches (75 mm) between edge of duct and exterior envelope wall, 2 inches (50 mm) between ducts for like services, and 4 inches (100 mm) between power and communications ducts.
8. Elbows: Use manufactured duct elbows for stub-ups, at building entrances, and at changes of direction in duct unless otherwise indicated. Extend encasement throughout length of elbow.
9. Elbows: Use manufactured GRC elbows for stub-ups, at building entrances, and at changes of direction in duct run.

    a. Couple RNC duct to GRC with adapters designed for this purpose, and encase coupling with 3 inches (75 mm) of concrete.
    b. Stub-ups to Outdoor Equipment: Extend concrete-encased GRC horizontally a minimum of 60 inches (1500 mm) from edge of base. Install insulated grounding bushings on terminations at equipment.

        1) Stub-ups shall be minimum 4 inches (100 mm) above finished floor and minimum 3 inches (75 mm)from conduit side to edge of slab.

    c. Stub-ups to Indoor Equipment: Extend concrete-encased GRC horizontally a minimum of 60 inches (1500 mm) from edge of wall. Install insulated grounding bushings on terminations at equipment.

        1) Stub-ups shall be minimum 4 inches (100 mm) above finished floor and no less than 3 inches (75 mm)from conduit side to edge of slab.

10. Reinforcement: Reinforce concrete-encased duct where crossing disturbed earth and where indicated. Arrange reinforcing rods and ties without forming conductive or magnetic loops around ducts or duct groups.
11. Forms: Use walls of trench to form side walls of duct bank where soil is self-supporting and concrete envelope can be poured without soil inclusions; otherwise, use forms.
12. Concrete Cover: Install a minimum of 3 inches (75 mm) of concrete cover between edge of duct to exterior envelope wall, 2 inches (50 mm) between duct of like services, and 4 inches (100 mm) between power and communications ducts.
13. Concreting Sequence: Pour each run of envelope between manholes or other terminations in one continuous operation.

    a. Start at one end and finish at the other, allowing for expansion and contraction of duct as its temperature changes during and after the pour. Use expansion fittings installed according to manufacturer's written instructions, or use other specific measures to prevent expansion-contraction damage.
    b. If more than one pour is necessary, terminate each pour in a vertical plane and install 3/4-inch (15-mm) reinforcing-rod dowels extending a minimum of 18 inches (450 mm) into concrete on both sides of joint near corners of envelope.

14. Pouring Concrete: Comply with requirements in "Concrete Placement" Article in Section 03 30 00 "Cast-in-Place Concrete." Place concrete carefully during pours to prevent voids under and between duct and at exterior surface of envelope. Do not allow a heavy mass of concrete to fall directly onto ducts. Allow concrete to flow around duct and rise up in middle, uniformly filling all open spaces. Do not use power-driven agitating equipment unless specifically designed for duct-installation application.

M. Direct-Buried Duct and Duct Bank:

1. Excavate trench bottom to provide firm and uniform support for duct. Comply with requirements in Section 31 20 00 "Earth Moving" for preparation of trench bottoms for pipes less than 6 inches (150 mm) in nominal diameter.
2. Width: Excavate trench 12 inches (300 mm) wider than duct on each side.
3. Width: Excavate trench 3 inches (75 mm) wider than duct on each side.
4. Depth: Install top of duct at least 36 inches (900 mm) below finished grade unless otherwise indicated.
5. Set elevation of bottom of duct bank below frost line.
6. Support ducts on duct spacers coordinated with duct size, duct spacing, and outdoor temperature.
7. Spacer Installation: Place spacers close enough to prevent sagging and deforming of duct, with not less than four spacers per 20 feet (6 m) of duct. Place spacers within 24 inches (600 mm) of duct ends. Stagger spacers approximately 6 inches (150 mm) between tiers. Secure spacers to earth and to ducts to prevent floating during concreting. Tie entire assembly together using fabric straps; do not use tie wires or reinforcing steel that may form conductive or magnetic loops around ducts or duct groups.
8. Install duct with a minimum of 3 inches (75 mm) between ducts for like services and 6 inches (150 mm) between power and communications duct.
9. Elbows: Install manufactured duct elbows for stub-ups, at building entrances, and at changes of direction in duct direction unless otherwise indicated. Encase elbows for stub-up ducts throughout length of elbow.
10. Install manufactured GRC elbows for stub-ups, at building entrances, and at changes of direction in duct.

    a. Couple RNC duct to GRC with adapters designed for this purpose, and encase coupling with 3 inches (75 mm) of concrete.
    b. Stub-ups to Outdoor Equipment: Extend concrete-encased GRC horizontally a minimum of 60 inches (1500 mm) from edge of base. Install insulated grounding bushings on terminations at equipment.

        1) Stub-ups shall be minimum 4 inches (100 mm) above finished floor and minimum 3 inches (75 mm) from conduit side to edge of slab.

    c. Stub-ups to Indoor Equipment: Extend concrete-encased GRC horizontally a minimum of 60 inches (1500 mm) from edge of wall. Install insulated grounding bushings on terminations at equipment.

        1) Stub-ups shall be minimum 4 inches (100 mm) above finished floor and no less than 3 inches (75 mm) from conduit side to edge of slab.

11. After installing first tier of duct, backfill and compact. Start at tie-in point and work toward end of duct run, leaving ducts at end of run free to move with expansion and contraction as temperature changes during this process. Repeat procedure after placing each tier. After placing last tier, hand place backfill to 4 inches (100 mm) over duct and hand tamp. Firmly tamp backfill around ducts to provide maximum supporting strength. Use hand tamper only. After placing controlled backfill over final tier, make final duct connections at

end of run and complete backfilling with normal compaction. Comply with requirements in Section 31 20 00 "Earth Moving" for installation of backfill materials.

a. Place minimum 3 inches (75 mm) of sand as a bed for duct. Place sand to a minimum of 6 inches (150 mm) above top level of duct.
b. Place minimum 6 inches (150 mm) of engineered fill above concrete encasement of duct.

N. Underground-Line Warning Tape: Bury nonconducting underground line specified in Section 26 05 53 "Identification for Electrical Systems" no less than 12 inches (300 mm) above all concrete-encased duct and duct banks and approximately 12 inches (300 mm) below grade. Align tape parallel to and within 3 inches (75 mm) of centerline of duct bank. Provide an additional warning tape for each 12-inch (300-mm) increment of duct-bank width over a nominal 18 inches (450 mm). Space additional tapes 12 inches (300 mm) apart, horizontally.

3.6 INSTALLATION OF CONCRETE MANHOLES, HANDHOLES, AND BOXES

A. Precast Concrete Handhole and Manhole Installation:

1. Comply with ASTM C891 unless otherwise indicated.
2. Install units level and plumb and with orientation and depth coordinated with connecting duct, to minimize bends and deflections required for proper entrances.
3. Unless otherwise indicated, support units on a level bed of crushed stone or gravel, graded from 1-inch (25-mm) sieve to No. 4 (4.75-mm) sieve and compacted to same density as adjacent undisturbed earth.

B. Elevations:

1. Manhole Roof: Install with rooftop at least 15 inches (375 mm) below finished grade.
2. Manhole Frame: In paved areas and trafficways, set frames flush with finished grade. Set other manhole frames 1 inch (25 mm) above finished grade.
3. Install handholes with bottom below frost line.
4. Handhole Covers: In paved areas and trafficways, set surface flush with finished grade. Set covers of other handholes 1 inch (25 mm) above finished grade.
5. Where indicated, cast handhole cover frame integrally with handhole structure.

C. Drainage: Install drains in bottom of manholes where indicated. Coordinate with drainage provisions indicated.

D. Manhole Access: Circular opening in manhole roof; sized to match cover size.

1. Manholes with Fixed Ladders: Offset access opening from manhole centerlines to align with ladder.
2. Install chimney, constructed of precast concrete collars and rings, to support cast-iron frame to connect cover with manhole roof opening. Provide moisture-tight masonry joints and waterproof grouting for frame to chimney.

E. Waterproofing: Apply waterproofing to exterior surfaces of manholes and handholes after concrete has cured at least three days. Waterproofing materials and installation are specified in the architectural waterproofing section. After duct has been connected and grouted, and before backfilling, waterproof joints and connections, and touch up abrasions and scars. Waterproof exterior of manhole chimneys after mortar has cured at least three days.

F. Dampproofing: Apply dampproofing to exterior surfaces of manholes and handholes after concrete has cured at least three days. Dampproofing materials and installation are specified in Section 07 11 13 "Bituminous Dampproofing." After ducts are connected and grouted, and before backfilling, dampproof joints and connections, and touch up abrasions and scars. Dampproof exterior of manhole chimneys after mortar has cured at least three days.

G. Hardware: Install removable hardware, including pulling eyes, cable stanchions, and cable arms, and insulators, as required for installation and support of cables and conductors and as indicated.

H. Fixed Manhole Ladders: Arrange to provide for safe entry with maximum clearance from cables and other items in manholes.

I. Field-Installed Bolting Anchors in Manholes and Concrete Handholes: Do not drill deeper than 3-7/8 inches (97 mm) for manholes and 2 inches (50 mm) for handholes, for anchor bolts installed in the field. Use a minimum of two anchors for each cable stanchion.

3.7 INSTALLATION OF HANDHOLES AND BOXES OTHER THAN PRECAST CONCRETE

A. Install handholes and boxes level and plumb and with orientation and depth coordinated with connecting duct, to minimize bends and deflections required for proper entrances. Use box extension if required to match depths of duct, and seal joint between box and extension as recommended by manufacturer.

B. Unless otherwise indicated, support units on a level bed of crushed stone or gravel, graded from 1/2-inch (12.5-mm) sieve to No. 4 (4.75-mm) sieve and compacted to same density as adjacent undisturbed earth.

C. Elevation: In paved areas and trafficways, set cover flush with finished grade. Set covers of other handholes 1 inch (25 mm) above finished grade.

D. Install handholes and boxes with bottom below frost line.

E. Install removable hardware, including pulling eyes, cable stanchions, cable arms, and insulators, as required for installation and support of cables and conductors and as indicated. Select arm lengths to be long enough to provide spare space for future cables, but short enough to preserve adequate working clearances in enclosure.

F. Field cut openings for duct according to enclosure manufacturer's written instructions. Cut wall of enclosure with a tool designed for material to be cut. Size holes for terminating fittings to be used, and seal around penetrations after fittings are installed.

G. For enclosures installed in asphalt paving and subject to occasional, nondeliberate, heavy-vehicle loading, form and pour a concrete ring encircling, and in contact with, enclosure and with top surface screeded to top of box cover frame. Bottom of ring shall rest on compacted earth.

1. Concrete: 3000 psi (20 kPa), 28-day strength, complying with Section 03 30 00 "Cast-in-Place Concrete," with a troweled finish.
2. Dimensions: 10 inches wide by 12 inches deep (250 mm wide by 300 mm deep).

3.8 GROUNDING

A. Ground underground ducts and utility structures according to Section 26 05 26 "Grounding and Bonding for Electrical Systems."

3.9 FIELD QUALITY CONTROL

A. Perform the following tests and inspections:

1. Demonstrate capability and compliance with requirements on completion of installation of underground duct, duct bank, and utility structures.
2. Pull solid aluminum or wood test mandrel through duct to prove joint integrity and adequate bend radii, and test for out-of-round duct. Provide a minimum 12-inch- (300-mm-) long mandrel equal to duct size minus 1/4 inch (6 mm). If obstructions are indicated, remove obstructions and retest.
3. Test manhole and handhole grounding to ensure electrical continuity of grounding and bonding connections. Measure and report ground resistance as specified in Section 26 05 26 "Grounding and Bonding for Electrical Systems."

B. Correct deficiencies and retest as specified above to demonstrate compliance.

C. Prepare test and inspection reports.

3.10 CLEANING

A. Pull leather-washer-type duct cleaner, with graduated washer sizes, through full length of duct until duct cleaner indicates that duct is clear of dirt and debris. Follow with rubber duct swab for final cleaning and to assist in spreading lubricant throughout ducts.

B. Clean internal surfaces of manholes, including sump.

1. Sweep floor, removing dirt and debris.
2. Remove foreign material.

END OF SECTION 26 05 43

SECTION 26 05 44 - SLEEVES AND SLEEVE SEALS FOR ELECTRICAL RACEWAYS AND CABLING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Round sleeves.
2. Rectangular sleeves.
3. Sleeve seal systems.
4. Grout.
5. Pourable sealants.
6. Foam sealants.

B. Related Requirements:

1. Section 26 00 10 "Supplemental Requirements for Electrical" for additional abbreviations, definitions, submittals, qualifications, testing agencies, and other Project requirements applicable to Work specified in this Section.

PART 2 - PRODUCTS

2.1 ROUND SLEEVES

A. Wall Sleeves, Steel:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. Advance Products & Systems, LLC.
b. CCI Piping Systems.
c. Flexicraft Industries.

2. Description: ASTM A53/A53M, Type E, Grade B, Schedule 40, zinc coated, plain ends and integral waterstop.

B. Sheet Metal Sleeves, Galvanized Steel, Round:

1. Manufacturers: Subject to compliance with requirements, provide products by the following:

a. Benefast.

2. Description: Galvanized-steel sheet; thickness not less than 0.0239 inch (0.6 mm); round tube closed with welded longitudinal joint, with tabs for screw-fastening the sleeve to the board.

2.2 RECTANGULAR SLEEVES

A. Sheet Metal Sleeves, Galvanized Steel, Rectangular:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

   a. Abesco Fire LLC.
   b. Specified Technologies, Inc.

2. Description:

   a. Material: Galvanized sheet steel.
   b. Minimum Metal Thickness:

      1) For sleeve cross-section rectangle perimeter less than 50 inch (1270 mm) and with no side larger than 16 inch (400 mm), thickness must be 0.052 inch (1.3 mm).
      2) For sleeve cross-section rectangle perimeter not less than 50 inch (1270 mm) or with one or more sides larger than 16 inch (400 mm), thickness must be 0.138 inch (3.5 mm).

2.3 SLEEVE SEAL SYSTEMS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Advance Products & Systems, Inc.
2. BWM Company.
3. CALPICO, Inc.
4. Flexicraft Industries.
5. Metraflex Company (The).
6. Pipeline Seal and Insulator, Inc.

B. Description: Modular sealing device, designed for field assembly, to fill annular space between sleeve and raceway or cable or between raceway and cable.

1. Sealing Elements: EPDM rubber interlocking links shaped to fit surface of pipe. Include type and number required for pipe material and size of pipe.
2. Pressure Plates: Carbon steel.
3. Connecting Bolts and Nuts: Stainless steel of length required to secure pressure plates to sealing elements.

2.4 GROUT

A. Description: Nonshrink; recommended for interior and exterior sealing openings in non-fire-rated walls or floors.

1. Standard: ASTM C1107/C1107M, Grade B, post-hardening and volume-adjusting, dry, hydraulic-cement grout.
2. Design Mix: 5000 psi (34.5 MPa), 28-day compressive strength.
3. Packaging: Premixed and factory packaged.

2.5 POURABLE SEALANTS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Carlisle SynTec Incorporated.
2. GAF.

B. Description: Single-component, neutral-curing elastomeric sealants of grade indicated below.

1. Grade: Pourable (self-leveling) formulation for openings in floors and other horizontal surfaces that are not fire rated.

2.6 FOAM SEALANTS

A. Manufacturers: Subject to compliance with requirements, provide products by the following:

1. Dow Chemical Company (The).

B. Description: Multicomponent, liquid elastomers that, when mixed, expand and cure in place to produce a flexible, nonshrinking foam. Foam expansion must not damage cables or crack penetrated structure.

PART 3 - EXECUTION

3.1 INSTALLATION OF SLEEVES FOR NON-FIRE-RATED ELECTRICAL PENETRATIONS

A. Sleeves for Conduits Penetrating Above-Grade, Non-Fire-Rated, Concrete and Masonry-Unit Floors and Walls:

1. Interior Penetrations of Non-Fire-Rated Walls and Floors:

a. Seal space outside of sleeves with mortar or grout. Pack sealing material solidly between sleeve and wall or floor so no voids remain. Tool exposed surfaces smooth; protect material while curing.
b. Seal annular space between sleeve and raceway or cable, using joint sealant appropriate for size, depth, and location of joint. Comply with requirements in Section 07 92 00 "Joint Sealants."

2. Use pipe sleeves unless penetration arrangement requires rectangular sleeved opening.
3. Size pipe sleeves to provide 1/4 inch (6.4 mm) annular clear space between sleeve and raceway or cable, unless sleeve seal system is to be installed or seismic criteria require different clearance.
4. Install sleeves for wall penetrations unless core-drilled holes or formed openings are used. Install sleeves during erection of walls. Cut sleeves to length for mounting flush with both surfaces of walls. Deburr after cutting.
5. Install sleeves for floor penetrations. Extend sleeves installed in floors 2 inches (50 mm) above finished floor level. Install sleeves during erection of floors.

B. Sleeves for Conduits Penetrating Non-Fire-Rated Wall Assemblies:

1. Use circular metal sleeves unless penetration arrangement requires rectangular sleeved opening.
2. Seal space outside of sleeves with approved joint compound for wall assemblies.

C. Roof-Penetration Sleeves: Seal penetration of individual raceways and cables with flexible boot-type flashing units applied in coordination with roofing work.

D. Aboveground, Exterior-Wall Penetrations: Seal penetrations using steel pipe sleeves and mechanical sleeve seal systems. Size sleeves to allow for 1 inch (25 mm) annular clear space between pipe and sleeve for installing mechanical sleeve seals.

E. Underground, Exterior-Wall and Floor Penetrations:

1. Install steel pipe sleeves with integral waterstops. Size sleeves to allow for 1 inch (25 mm) annular clear space between raceway or cable and sleeve for installing sleeve seal system. Install sleeve during construction of floor or wall.
2. Install steel pipe sleeves. Size sleeves to allow for 1 inch (25 mm) annular clear space between raceway or cable and sleeve for installing sleeve seal system. Grout sleeve into wall or floor opening.

3.2 INSTALLATION OF RECTANGULAR SLEEVES AND SLEEVE SEALS

A. Install sleeves in existing walls without compromising structural integrity of walls. Do not cut structural elements without reinforcing the wall to maintain the designed weight bearing and wall stiffness.

B. Install conduits and cable with no crossings within the sleeve.

C. Fill opening around conduits and cables with expanding foam without leaving voids.

D. Provide metal sheet covering at both wall surfaces and finish to match surrounding surfaces. Metal sheet must be same material as sleeve.

3.3 INSTALLATION OF SLEEVE SEAL SYSTEMS

A. Install sleeve seal systems in sleeves in exterior concrete walls and slabs-on-grade at raceway entries into building.

B. Install type and number of sealing elements recommended by manufacturer for raceway or cable material and size. Position raceway or cable in center of sleeve. Assemble mechanical sleeve seals and install in annular space between raceway or cable and sleeve. Tighten bolts against pressure plates that cause sealing elements to expand and make watertight seal.

END OF SECTION 26 05 44

SECTION 26 05 53 - IDENTIFICATION FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Color and legend requirements for raceways, conductors, and warning labels and signs.
2. Labels.
3. Tapes and stencils.
4. Signs.
5. Cable ties.
6. Paint for identification.
7. Fasteners for labels and signs.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Comply with ASME A13.1.

B. Comply with NFPA 70.

C. Comply with 29 CFR 1910.144 and 29 CFR 1910.145.

D. Comply with ANSI Z535.4 for safety signs and labels.

E. Comply with Section 26 05 73.19 "Arc-Flash Hazard Analysis" requirements for arc-flash warning labels.

F. Adhesive-attached labeling materials, including label stocks, laminating adhesives, and inks used by label printers, shall comply with UL 969.

G. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes.

1. Temperature Change: 120 deg F (67 deg C), ambient; 180 deg F (100 deg C), material surfaces.

2.2 COLOR AND LEGEND REQUIREMENTS

A. Raceways and Cables Carrying Circuits at 600 V or Less:

1. Black letters on an orange field.
2. Legend: Indicate voltage.

B. Color-Coding for Phase- and Voltage-Level Identification, 600 V or Less: Use colors listed below for ungrounded service, feeder and branch-circuit conductors.

1. Color shall be factory applied or field applied for sizes larger than No. 8 AWG if authorities having jurisdiction permit.

2. Colors for 240-V Circuits:

a. Phase A: Black.
b. Phase B: Red.

3. Color for Neutral: White.
4. Color for Equipment Grounds: Green.
5. Colors for Isolated Grounds: Green two or more yellow stripes.

C. Warning Label Colors:

1. Identify system voltage with black letters on an orange background.

D. Warning labels and signs shall include, but are not limited to, the following legends:
1. Workspace Clearance Warning: "WARNING - OSHA REGULATION - AREA IN FRONT OF ELECTRICAL EQUIPMENT MUST BE KEPT CLEAR FOR 36 INCHES (915 MM)."
2. Arc-Flash Hazard Labels.

E. Equipment Identification Labels:

1. Black letters on a white field.

2.3 LABELS

A. Self-Adhesive Wraparound Labels: Preprinted, 3-mil- (0.08-mm-) thick, polyester flexible label with acrylic pressure-sensitive adhesive.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. Brady Corporation.
b. Brother International Corporation.
c. emedco.
d. Grafoplast Wire Markers.
e. Ideal Industries, Inc.
f. LEM Products Inc.
g. Marking Services, Inc.
h. Panduit Corp.

2. Self-Lamination: Clear; UV-, weather- and chemical-resistant; self-laminating, protective shield over the legend. Labels sized such that the clear shield overlaps the entire printed legend.
3. Marker for Labels: Machine-printed, permanent, waterproof, black ink recommended by printer manufacturer.

B. Self-Adhesive Labels: Polyester, thermal, transfer-printed, 3-mil- (0.08-mm-) thick, multicolor, weather- and UV-resistant, pressure-sensitive adhesive labels, configured for intended use and location.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. Brady Corporation.
b. Brother International Corporation.
c. emedco.
d. Grafoplast Wire Markers.
e. Ideal Industries, Inc.
f. LEM Products Inc.
g. Marking Services, Inc.
h. Panduit Corp.

2. Minimum Nominal Size:

a. 1-1/2 by 6 inches (37 by 150 mm) for raceway and conductors.
b. 3-1/2 by 5 inches (76 by 127 mm) for equipment.
c. As required by authorities having jurisdiction.

C. Campsite Power Pedestal Labels: 4” High-Intensity Reflective Numbers & Letters, color yellow on black. Material shreds when vandals try to tamper. Attachment method: Adhesive; adhesive sets up quickly and bonds permanently. Minimum outdoor life of Ten (10) Years. Service Temperature Range: -60 Degree F to 180 Degree F.

1. Manufactures: Subject to compliance with requirements, provide product by the following:

a. Electromark or approved equal.

2.4 TAPES AND STENCILS

A. Marker Tapes: Vinyl or vinyl-cloth, self-adhesive wraparound type, with circuit identification legend machine printed by thermal transfer or equivalent process.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. Carlton Industries, LP.
b. Champion America.
c. HellermannTyton.
d. Ideal Industries, Inc.
e. Marking Services, Inc.

B. Self-Adhesive Vinyl Tape: Colored, heavy duty, waterproof, fade resistant; not less than 3 mils (0.08 mm) thick by 1 to 2 inches (25 to 50 mm) wide; compounded for outdoor use.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

    a. Brady Corporation.
    b. Carlton Industries, LP.
    c. emedco.

C. Floor Marking Tape: 2-inch- (50-mm-) wide, 5-mil (0.125-mm) pressure-sensitive vinyl tape, with yellow and black stripes and clear vinyl overlay.

1. Manufacturers: Subject to compliance with requirements, provide products by the following:

    a. Carlton Industries, LP.

D. Underground-Line Warning Tape:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

    a. Brady Corporation.
    b. Brimar Industries, Inc.
    c. Ideal Industries, Inc.
    d. LEM Products Inc.
    e. Marking Services, Inc.
    f. Reef Industries, Inc.

2. Tape:

    a. Recommended by manufacturer for the method of installation and suitable to identify and locate underground electrical and communications utility lines.
    b. Printing on tape shall be permanent and shall not be damaged by burial operations.
    c. Tape material and ink shall be chemically inert and not subject to degradation when exposed to acids, alkalis, and other destructive substances commonly found in soils.

3. Color and Printing:

    a. Comply with ANSI Z535.1, ANSI Z535.2, ANSI Z535.3, ANSI Z535.4, and ANSI Z535.5.
    b. Inscriptions for Red-Colored Tapes: "ELECTRIC LINE, HIGH VOLTAGE".
    c. Inscriptions for Orange-Colored Tapes: "TELEPHONE CABLE, CATV CABLE, COMMUNICATIONS CABLE, OPTICAL FIBER CABLE".

4. Tag: Type ID:

    a. Detectable three-layer laminate, consisting of a printed pigmented polyolefin film, a solid aluminum-foil core, and a clear protective film that allows inspection of the continuity of the conductive core; bright colored, continuous-printed on one side with the inscription of the utility, compounded for direct-burial service.
    b. Width: 3 inches (75 mm).
    c. Overall Thickness: 5 mils (0.125 mm).
    d. Foil Core Thickness: 0.35 mil (0.00889 mm).

e. Weight: 28 lb/1000 sq. ft. (13.7 kg/100 sq. m).
f. Tensile according to ASTM D882: 70 lbf (311.3 N) and 4600 psi (31.7 MPa).

2.5 SIGNS

A. Laminated Acrylic or Melamine Plastic Signs:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. Brady Corporation.
b. Carlton Industries, LP.
c. emedco.

2. Engraved legend.
3. Thickness:

a. For signs up to 20 sq. in. (129 sq. cm), minimum 1/16 inch (1.6 mm) thick.
b. For signs larger than 20 sq. in. (129 sq. cm), 1/8 inch (3.2 mm) thick.
c. Engraved legend with black letters on white face.
d. Punched or drilled for mechanical fasteners with 1/4-inch (6.4-mm) grommets in corners for mounting.
e. Framed with mitered acrylic molding and arranged for attachment at applicable equipment.

2.6 CABLE TIES

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. HellermannTyton.
2. Ideal Industries, Inc.
3. Marking Services, Inc.

B. UV-Stabilized Cable Ties: Fungus inert, designed for continuous exposure to exterior sunlight, self-extinguishing, one piece, self-locking, and Type 6/6 nylon.

1. Minimum Width: 3/16 inch (5 mm).
2. Tensile Strength at 73 Deg F (23 Deg C) according to ASTM D638: 12,000 psi (82.7 MPa).
3. Temperature Range: Minus 40 to plus 185 deg F (Minus 40 to plus 85 deg C).
4. Color: Black.

2.7 MISCELLANEOUS IDENTIFICATION PRODUCTS

A. Paint: Comply with requirements in painting Sections for paint materials and application requirements. Retain paint system applicable for surface material and location (exterior or interior).

B. Fasteners for Labels and Signs: Self-tapping, stainless-steel screws or stainless-steel machine screws with nuts and flat and lock washers.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Verify and coordinate identification names, abbreviations, colors, and other features with requirements in other Sections requiring identification applications, Drawings, Shop Drawings, manufacturer's wiring diagrams, and operation and maintenance manual. Use consistent designations throughout Project.

B. Install identifying devices before installing acoustical ceilings and similar concealment.

C. Verify identity of each item before installing identification products.

D. Coordinate identification with Project Drawings, manufacturer's wiring diagrams, and operation and maintenance manual.

E. Apply identification devices to surfaces that require finish after completing finish work.

F. Install signs with approved legend to facilitate proper identification, operation, and maintenance of electrical systems and connected items.

G. Self-Adhesive Identification Products: Before applying electrical identification products, clean substrates of substances that could impair bond, using materials and methods recommended by manufacturer of identification product.

H. System Identification for Raceways and Cables under 600 V: Identification shall completely encircle cable or conduit. Place identification of two-color markings in contact, side by side.

1. Secure tight to surface of conductor, cable, or raceway.

I. System Identification for Raceways and Cables over 600 V: Identification shall completely encircle cable or conduit. Place adjacent identification of two-color markings in contact, side by side.

1. Secure tight to surface of conductor, cable, or raceway.

J. Auxiliary Electrical Systems Conductor Identification: Identify field-installed alarm, control, and signal connections.

K. Elevated Components: Increase sizes of labels, signs, and letters to those appropriate for viewing from the floor.

L. Accessible Fittings for Raceways: Identify the covers of each junction and pull box of the following systems with the wiring system legend and system voltage. System legends shall be as follows:

1. "EMERGENCY POWER."

M. Self-Adhesive Wraparound Labels: Secure tight to surface of raceway or cable at a location with high visibility and accessibility.

N. Self-Adhesive Vinyl Tape: Secure tight to surface at a location with high visibility and accessibility.

1. Field-Applied, Color-Coding Conductor Tape: Apply in half-lapped turns for a minimum distance of 6 inches (150 mm) where splices or taps are made. Apply last two turns of tape with no tension to prevent possible unwinding.

O. Floor Marking Tape: Apply stripes to finished surfaces following manufacturer's written instructions.

P. Underground Line Warning Tape:

1. During backfilling of trenches, install continuous underground-line warning tape directly above cable or raceway at 6 to 8 inches (150 to 200 mm) below finished grade. Use multiple tapes where width of multiple lines installed in a common trench or concrete envelope exceeds 16 inches (400 mm) overall.
2. Limit use of underground-line warning tape to direct-buried cables.
3. Install underground-line warning tape for direct-buried cables and cables in raceways.

Q. Laminated Acrylic or Melamine Plastic Signs:

1. Attach signs and plastic labels that are not self-adhesive type with mechanical fasteners appropriate to the location and substrate.
2. Unless otherwise indicated, provide a single line of text with 1/2-inch- (13-mm-) high letters on minimum 1-1/2-inch- (38-mm-) high sign; where two lines of text are required, use signs minimum 2 inches (50 mm) high.

R. Cable Ties: UV-stabilized nylon.

3.2 IDENTIFICATION SCHEDULE

A. Install identification materials and devices at locations for most convenient viewing without interference with operation and maintenance of equipment. Install access doors or panels to provide view of identifying devices.

B. Identify conductors, cables, and terminals in enclosures and at junctions, terminals, pull points, and locations of high visibility. Identify by system and circuit designation.

C. Accessible Raceways and Metal-Clad Cables, 600 V or Less, for Service, Feeder, and Branch Circuits, More Than 30 A and 120 V to Ground: Identify with self-adhesive raceway labels.

1. Locate identification at changes in direction, at penetrations of walls and floors, at 50-foot (15-m) maximum intervals in straight runs, and at 25-foot (7.6-m) maximum intervals in congested areas.

D. Accessible Fittings for Raceways and Cables within Buildings: Identify the covers of each junction and pull box of the following systems with self-adhesive labels containing the wiring system legend and system voltage. System legends shall be as follows:

1. "EMERGENCY POWER."

E. Power-Circuit Conductor Identification, 600 V or Less: For conductors in vaults, pull and junction boxes, manholes, and handholes, use self-adhesive wraparound labels to identify the phase.

1. Locate identification at changes in direction, at penetrations of walls and floors, at 50-foot (15-m) maximum intervals in straight runs, and at 25-foot (7.6-m) maximum intervals in congested areas.

F. Control-Circuit Conductor Identification: For conductors and cables in pull and junction boxes, manholes, and handholes, use self-adhesive wraparound labels with the conductor or cable designation, origin, and destination.

G. Control-Circuit Conductor Termination Identification: For identification at terminations, provide self-adhesive wraparound labels with the conductor designation.

H. Conductors to Be Extended in the Future: Attach write-on tags to conductors and list source.

I. Auxiliary Electrical Systems Conductor Identification: Self-adhesive vinyl tape that is uniform and consistent with system used by manufacturer for factory-installed connections.

1. Identify conductors, cables, and terminals in enclosures and at junctions, terminals, and pull points. Identify by system and circuit designation.

J. Locations of Underground Lines: Underground-line warning tape for power, lighting, communication, and control wiring and optical-fiber cable.

K. Workspace Indication: Apply floor marking tape to finished surfaces. Show working clearances in the direction of access to live parts. Workspace shall comply with NFPA 70 and 29 CFR 1926.403 unless otherwise indicated. Do not install at flush-mounted panelboards and similar equipment in finished spaces.

L. Instructional Signs: Self-adhesive labels, including the color code for grounded and ungrounded conductors.

M. Warning Labels for Indoor Cabinets, Boxes, and Enclosures for Power and Lighting: Self-adhesive equipment labels.

1. Apply to exterior of door, cover, or other access.

N. Arc Flash Warning Labeling: Self-adhesive labels.

O. Operating Instruction Signs: Laminated acrylic or melamine plastic signs.

P. Equipment Identification Labels:

1. Indoor Equipment: Laminated acrylic or melamine plastic sign.
2. Outdoor Equipment: Laminated acrylic or melamine sign.

END OF SECTION 26 05 53

SECTION 26 05 73.13 - SHORT-CIRCUIT STUDIES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes a computer-based, fault-current study to determine the minimum interrupting capacity of circuit protective devices.

1.2 ACTION SUBMITTALS

A. Product Data:

1. For computer software program to be used for studies.
2. Submit the following after the approval of system protective devices submittals. Submittals shall be in digital form.

    a. Short-circuit study input data, including completed computer program input data sheets.
    b. Short-circuit study and equipment evaluation report; signed, dated, and sealed by a qualified professional engineer.

        1) Submit study report for action prior to receiving final approval of distribution equipment submittals. If formal completion of studies will cause delay in equipment manufacturing, obtain approval from Architect for preliminary submittal of sufficient study data to ensure that selection of devices and associated characteristics is satisfactory.
        2) Revised one-line diagram, reflecting field investigation results and results of short-circuit study.

1.3 INFORMATIONAL SUBMITTALS

A. Qualification Data:

1. For Power Systems Analysis Software Developer.
2. For Power System Analysis Specialist.
3. For Field Adjusting Agency.

B. Product Certificates: For short-circuit study software, certifying compliance with IEEE 399.

1.4 CLOSEOUT SUBMITTALS

A. Operation and maintenance data.

1.5 QUALITY ASSURANCE

A. Study shall be performed using commercially developed and distributed software designed specifically for power system analysis.

B. Software algorithms shall comply with requirements of standards and guides specified in this Section.

C. Manual calculations are unacceptable.

1. Power System Analysis Software Qualifications: Computer program shall be designed to perform short-circuit studies or have a function, component, or add-on module designed to perform short-circuit studies.
2. Computer program shall be developed under the charge of a licensed professional engineer who holds IEEE Computer Society's Certified Software Development Professional certification.

D. Power Systems Analysis Specialist Qualifications: Professional engineer licensed in the state where Project is located. All elements of the study shall be performed under the direct supervision and control of this professional engineer.

E. Short-Circuit Study Certification: Short-Circuit Study Report shall be signed and sealed by Power Systems Analysis Specialist.

F. The Study shall be performed by one of the following companies, as a sub-contractor to the bidding Electrical Contractor. Companies other than those listed below will be Rejected for non-compliance.

1. Utilities Instrumentation Services (UIS)
2. Power Factor Engineering, LLC
3. Northern Electrical Testing (Potomac Testing)
4. Schneider Electric (Square-D) (as part of the new distribution equipment)
5. Eaton Power Systems (as part of the new distribution equipment)
6. Siemens Power Systems (as part of the new distribution equipment)

G. Field Adjusting Agency Qualifications:

1. Employer of a NETA ETT-Certified Technician Level III or NICET Electrical Power Testing Level III certification responsible for all field adjusting of the Work.
2. A member company of NETA.
3. Acceptable to authorities having jurisdiction.

PART 2 - PRODUCTS

2.1 POWER SYSTEM ANALYSIS SOFTWARE DEVELOPERS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. EDSA Micro Corporation.
2. SKM Systems Analysis, Inc.

B. Comply with IEEE 399 and IEEE 551.

1. Analytical features of power systems analysis software program shall have capability to calculate "mandatory" features as listed in IEEE 399.

C. Computer software program shall be capable of plotting and diagramming time-current-characteristic curves as part of its output.

2.2 SHORT-CIRCUIT STUDY REPORT CONTENTS

A. Executive summary of study findings.

B. Study descriptions, purpose, basis, and scope. Include case descriptions, definition of terms, and guide for interpretation of results.

C. One-line diagram of modeled power system, showing the following:

1. Protective device designations and ampere ratings.
2. Conductor types, sizes, and lengths.
3. Transformer kilovolt ampere (kVA) and voltage ratings.
4. Motor and generator designations and kVA ratings.
5. Switchgear, switchboard, motor-control center, and panelboard designations and ratings.
6. Derating factors and environmental conditions.
7. Any revisions to electrical equipment required by the study.

D. Comments and recommendations for system improvements or revisions in a written document, separate from one-line diagram.

E. Protective Device Evaluation:

1. Evaluate equipment and protective devices and compare to available short-circuit currents. Verify that equipment withstand ratings exceed available short-circuit current at equipment installation locations.
2. Tabulations of circuit breaker, fuse, and other protective device ratings versus calculated short-circuit duties.
3. For 600-V overcurrent protective devices, ensure that interrupting ratings are equal to or higher than calculated 1/2-cycle symmetrical fault current.
4. For devices and equipment rated for asymmetrical fault current, apply multiplication factors listed in standards to 1/2-cycle symmetrical fault current.

F. Short-Circuit Study Input Data:

1. One-line diagram of system being studied.
2. Power sources available.
3. Manufacturer, model, and interrupting rating of protective devices.
4. Conductors.
5. Transformer data.

G. Short-Circuit Study Output Reports:

1. Low-Voltage Fault Report: Three-phase and unbalanced fault calculations, showing the following for each overcurrent device location:

   a. Voltage.
   b. Calculated fault-current magnitude and angle.
   c. Fault-point X/R ratio.
   d. Equivalent impedance.

2. Momentary Duty Report: Three-phase and unbalanced fault calculations, showing the following for each overcurrent device location:

   a. Voltage.
   b. Calculated symmetrical fault-current magnitude and angle.
   c. Fault-point X/R ratio.
   d. Calculated asymmetrical fault currents:

      1) Based on fault-point X/R ratio.
      2) Based on calculated symmetrical value multiplied by 1.6.
      3) Based on calculated symmetrical value multiplied by 2.7.

3. Interrupting Duty Report: Three-phase and unbalanced fault calculations, showing the following for each overcurrent device location:

   a. Voltage.
   b. Calculated symmetrical fault-current magnitude and angle.
   c. Fault-point X/R ratio.
   d. No AC Decrement (NACD) ratio.
   e. Equivalent impedance.
   f. Multiplying factors for 2-, 3-, 5-, and 8-cycle circuit breakers rated on a symmetrical basis.
   g. Multiplying factors for 2-, 3-, 5-, and 8-cycle circuit breakers rated on a total basis.

PART 3 - EXECUTION

3.1 POWER SYSTEM DATA

A. Obtain all data necessary for conduct of the study.

B. Gather and tabulate the required input data to support the short-circuit study. Comply with requirements in Section 01 78 39 "Project Record Documents" for recording circuit protective device characteristics. Record data on a Record Document copy of one-line diagram. Comply with recommendations in IEEE 551 as to the amount of detail that is required to be acquired in the field. Field data gathering shall be under direct supervision and control of the engineer in charge of performing the study, and shall be by the engineer or its representative who holds NETA ETT-Certified Technician Level III or NICET Electrical Power Testing Level III certification.

3.2 SHORT-CIRCUIT STUDY

A. Perform study following the general study procedures contained in IEEE 399.

B. Calculate short-circuit currents according to IEEE 551.

C. Base study on device characteristics supplied by device manufacturer.

D. Extent of electrical power system to be studied is indicated on Drawings.

E. Begin short-circuit current analysis at the service, extending down to system overcurrent protective devices as follows:

1. To normal system low-voltage load buses where fault current is 10 kA or less.

F. Study electrical distribution system from normal and alternate power sources throughout electrical distribution system for Project. Study all cases of system-switching configurations and alternate operations that could result in maximum fault conditions.

G. Include the ac fault-current decay from induction motors, synchronous motors, and asynchronous generators and apply to low- and medium-voltage, three-phase ac systems. Also account for the fault-current dc decrement to address asymmetrical requirements of interrupting equipment.

H. Calculate short-circuit momentary and interrupting duties for a three-phase bolted fault and a single line-to-ground fault at each equipment indicated on one-line diagram.

1. For grounded systems, provide a bolted line-to-ground fault-current study for areas as defined for the three-phase bolted fault short-circuit study.

I. Include in the report identification of any protective device applied outside its capacity.

END OF SECTION 26 05 73.13

SECTION 26 05 73.16 - COORDINATION STUDIES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes computer-based, overcurrent protective device coordination studies to determine overcurrent protective devices and to determine overcurrent protective device settings for selective tripping.

1.2 ACTION SUBMITTALS

A. Product Data:

1. For computer software program to be used for studies.
2. Submit the following after the approval of system protective devices submittals. Submittals shall be in digital form.

    a. Coordination-study input data, including completed computer program input data sheets.
    b. Study and equipment evaluation reports.

3. Overcurrent protective device coordination study report; signed, dated, and sealed by a qualified professional engineer.

    a. Submit study report for action prior to receiving final approval of distribution equipment submittals. If formal completion of studies will cause delay in equipment manufacturing, obtain approval from Architect for preliminary submittal of sufficient study data to ensure that selection of devices and associated characteristics is satisfactory.

1.3 INFORMATIONAL SUBMITTALS

A. Qualification Data:

1. For Power System Analysis Software Developer.
2. For Power Systems Analysis Specialist.
3. For Field Adjusting Agency.

B. Product Certificates: For overcurrent protective device coordination study software, certifying compliance with IEEE 399.

1.4 CLOSEOUT SUBMITTALS

A. Operation and maintenance data.

1.5 QUALITY ASSURANCE

A. Studies shall be performed using commercially developed and distributed software designed specifically for power system analysis.

B. Software algorithms shall comply with requirements of standards and guides specified in this Section.

C. Manual calculations are unacceptable.

D. Power System Analysis Software Qualifications:

1. Computer program shall be designed to perform coordination studies or have a function, component, or add-on module designed to perform coordination studies.
2. Computer program shall be developed under the charge of a licensed professional engineer who holds IEEE Computer Society's Certified Software Development Professional certification.

E. Power Systems Analysis Specialist Qualifications: Professional engineer licensed in the state where Project is located. All elements of the study shall be performed under the direct supervision and control of this professional engineer.

F. The Study shall be performed by one of the following companies, as a sub-contractor to the bidding Electrical Contractor. Companies other than those listed below will be Rejected for non-compliance.

1. Utilities Instrumentation Services (UIS)
2. Power Factor Engineering, LLC
3. Northern Electrical Testing (Potomac Testing)
4. Schneider Electric (Square-D) (as part of the new distribution equipment)
5. Eaton Power Systems (as part of the new distribution equipment)
6. Siemens Power Systems (as part of the new distribution equipment)

G. Field Adjusting Agency Qualifications:

1. Employer of a NETA ETT-Certified Technician Level III responsible for all field adjusting of the Work.
2. A member company of NETA.
3. Acceptable to authorities having jurisdiction.

PART 2 - PRODUCTS

2.1 POWER SYSTEM ANALYSIS SOFTWARE DEVELOPERS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. EDSA Micro Corporation.
2. SKM Systems Analysis, Inc.

B. Comply with IEEE 242 and IEEE 399.

C. Analytical features of device coordination study computer software program shall have the capability to calculate "mandatory" features as listed in IEEE 399.

D. Computer software program shall be capable of plotting and diagramming time-current-characteristic curves as part of its output. Computer software program shall report device settings and ratings of all overcurrent protective devices and shall demonstrate selective coordination by computer-generated, time-current coordination plots.

2.2 COORDINATION STUDY REPORT CONTENTS

A. Executive summary of study findings.

B. Study descriptions, purpose, basis, and scope. Include case descriptions, definition of terms, and guide for interpretation of results.

C. One-line diagram of modeled power system, showing the following:

1. Protective device designations and ampere ratings.
2. Conductor types, sizes, and lengths.
3. Transformer kilovolt ampere (kVA) and voltage ratings.
4. Motor and generator designations and kVA ratings.
5. Switchgear, switchboard, motor-control center, and panelboard designations.
6. Any revisions to electrical equipment required by the study.
7. Study Input Data: As described in "Power System Data" Article.

    a. Short-Circuit Study Output: As specified in "Short-Circuit Study Output Reports" Paragraph in "Short-Circuit Study Report Contents" Article in Section 26 05 73.13 "Short-Circuit Studies."

D. Protective Device Coordination Study:

1. Report recommended settings of protective devices, ready to be applied in the field. Use manufacturer's data sheets for recording the recommended setting of overcurrent protective devices when available.

    a. Phase and Ground Relays:

        1) Device tag.
        2) Relay current transformer ratio and tap, time dial, and instantaneous pickup value.
        3) Recommendations on improved relaying systems, if applicable.

    b. Circuit Breakers:

        1) Adjustable pickups and time delays (long time, short time, and ground).
        2) Adjustable time-current characteristic.
        3) Adjustable instantaneous pickup.
        4) Recommendations on improved trip systems, if applicable.

    c. Fuses: Show current rating, voltage, and class.

E. Time-Current Coordination Curves: Determine settings of overcurrent protective devices to achieve selective coordination. Graphically illustrate that adequate time separation exists between devices installed in series, including power utility company's upstream devices. Prepare separate sets of curves for the switching schemes and for emergency periods where the power source is local generation. Show the following information:

1. Device tag and title, one-line diagram with legend identifying the portion of the system covered.
2. Terminate device characteristic curves at a point reflecting maximum symmetrical or asymmetrical fault current to which the device is exposed.
3. Identify the device associated with each curve by manufacturer type, function, and, if applicable, tap, time delay, and instantaneous settings recommended.
4. Plot the following listed characteristic curves, as applicable:

    a. Power utility's overcurrent protective device.
    b. Low-voltage fuses including manufacturer's minimum melt, total clearing, tolerance, and damage bands.
    c. Low-voltage equipment circuit-breaker trip devices, including manufacturer's tolerance bands.
    d. Transformer full-load current, magnetizing inrush current, and ANSI through-fault protection curves.
    e. Ground-fault protective devices.
    f. The largest feeder circuit breaker in each motor-control center and panelboard.

5. Maintain selectivity for tripping currents caused by overloads.
6. Provide adequate time margins between device characteristics such that selective operation is achieved.
7. Comments and recommendations for system improvements.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine Project overcurrent protective device submittals for compliance with electrical distribution system coordination requirements and other conditions affecting performance of the Work. Devices to be coordinated are indicated on Drawings.

1. Proceed with coordination study only after relevant equipment submittals have been assembled. Overcurrent protective devices that have not been submitted and approved prior to coordination study may not be used in study.

3.2 POWER SYSTEM DATA

A. Obtain all data necessary for conduct of the overcurrent protective device study.

1. Verify completeness of data supplied in one-line diagram on Drawings. Call any discrepancies to Architect's attention.
2. For equipment included as Work of this Project, use characteristics submitted under provisions of action submittals and information submittals for this Project.

B. Gather and tabulate all required input data to support the coordination study. List below is a guide. Comply with recommendations in IEEE 551 for the amount of detail required to be acquired in the field. Field data gathering shall be under direct supervision and control of the engineer in charge of performing the study, and shall be by the engineer or its representative who holds NETA ETT-Certified Technician Level III or NICET Electrical Power Testing Level III certification.

3.3 COORDINATION STUDY

A. Comply with IEEE 242 for calculating short-circuit currents and determining coordination time intervals.

B. Comply with IEEE 399 for general study procedures.

C. Base study on device characteristics supplied by device manufacturer.

D. Extent of electrical power system to be studied is indicated on Drawings.

E. Begin analysis at the service, extending down to system overcurrent protective devices as follows:

1. To normal system low-voltage load buses where fault current is 10 kA or less.

F. Study electrical distribution system from normal and alternate power sources throughout electrical distribution system for Project. Study all cases of system-switching configurations and alternate operations that could result in maximum fault conditions.

G. Transformer Primary Overcurrent Protective Devices:

1. Device shall not operate in response to the following:

a. Inrush current when first energized.
b. Self-cooled, full-load current or forced-air-cooled, full-load current, whichever is specified for that transformer.
c. Permissible transformer overloads according to IEEE C57.96 if required by unusual loading or emergency conditions.

2. Device settings shall protect transformers according to IEEE C57.12.00, for fault currents.

H. Motor Protection:

1. Select protection for low-voltage motors according to IEEE 242 and NFPA 70.
2. Select protection for motors served at voltages more than 600 V according to IEEE 620.

I. Conductor Protection: Protect cables against damage from fault currents according to ICEA P-32-382, ICEA P-45-482, and protection recommendations in IEEE 242. Demonstrate that equipment withstands the maximum short-circuit current for a time equivalent to the tripping time of the primary relay protection or total clearing time of the fuse. To determine temperatures that damage insulation, use curves from cable manufacturers or from listed standards indicating conductor size and short-circuit current.

J. Generator Protection: Select protection according to manufacturer's written instructions and to IEEE 242.

K. Include the ac fault-current decay from induction motors and apply to low- and medium-voltage, three-phase ac systems. Also account for fault-current dc decrement, to address asymmetrical requirements of interrupting equipment.

L. Calculate short-circuit momentary and interrupting duties for a three-phase bolted fault and a single line-to-ground fault at each equipment indicated on one-line diagram.

1. For grounded systems, provide a bolted line-to-ground fault-current study for areas as defined for the three-phase bolted fault short-circuit study.

M. Protective Device Evaluation:

1. Evaluate equipment and protective devices and compare to short-circuit ratings.
2. Adequacy of switchgear, motor-control centers, and panelboard bus bars to withstand short-circuit stresses.
3. Include in the report identification of any protective device applied outside its capacity.

3.4 FIELD ADJUSTING

A. Adjust relay and protective device settings according to recommended settings provided by the coordination study. Field adjustments shall be completed by the engineering service division of equipment manufacturer under the "Startup and Acceptance Testing" contract portion.

B. Make minor modifications to equipment as required to accomplish compliance with short-circuit and protective device coordination studies.

C. Testing and adjusting shall be by a full-time employee of the Field Adjusting Agency, who holds NETA ETT-Certified Technician Level III or NICET Electrical Power Testing Level III certification.

1. Perform each visual and mechanical inspection and electrical test stated in NETA ATS. Certify compliance with test parameters. Perform NETA tests and inspections for all adjustable overcurrent protective devices.

3.5 DEMONSTRATION

A. Engage Power Systems Analysis Specialist to train Owner's maintenance personnel in the following:

1. Acquaint personnel in fundamentals of operating the power system in normal and emergency modes.
2. Hand-out and explain the coordination study objectives, study descriptions, purpose, basis, and scope. Include case descriptions, definition of terms, and guide for interpreting time-current coordination curves.
3. For Owner's maintenance staff certified as NETA ETT-Certified Technicians Level III or NICET Electrical Power Testing Level III Technicians, teach how to adjust, operate, and maintain overcurrent protective device settings.

END OF SECTION 26 05 73.16

SECTION 26 05 73.19 - ARC-FLASH HAZARD ANALYSIS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes a computer-based, arc-flash study to determine the arc-flash hazard distance and the incident energy to which personnel could be exposed during work on or near electrical equipment.

1.2 ACTION SUBMITTALS

A. Product Data: For computer software program to be used for studies.

B. Study Submittals: Submit the following submittals after the approval of system protective devices submittals. Submittals shall be in digital form:

1. Arc-flash study input data, including completed computer program input data sheets.
2. Arc-flash study report; signed, dated, and sealed by Power Systems Analysis Specialist.
3. Submit study report for action prior to receiving final approval of distribution equipment submittals. If formal completion of studies will cause delay in equipment manufacturing, obtain approval from Architect for preliminary submittal of sufficient study data to ensure that selection of devices and associated characteristics is satisfactory.

1.3 INFORMATIONAL SUBMITTALS

A. Qualification Data:

1. For Power Systems Analysis Software Developer.
2. For Power System Analysis Specialist.
3. For Field Adjusting Agency.

B. Product Certificates: For arc-flash hazard analysis software, certifying compliance with IEEE 1584 and NFPA 70E.

1.4 CLOSEOUT SUBMITTALS

A. Operation and maintenance data.

1.5 QUALITY ASSURANCE

A. Study shall be performed using commercially developed and distributed software designed specifically for power system analysis.

B. Software algorithms shall comply with requirements of standards and guides specified in this Section.

C. Manual calculations are unacceptable.

D. Power System Analysis Software Qualifications: An entity that owns and markets computer software used for studies, having performed successful studies of similar magnitude on electrical distribution systems using similar devices.

1. Computer program shall be designed to perform arc-flash analysis or have a function, component, or add-on module designed to perform arc-flash analysis.
2. Computer program shall be developed under the charge of a licensed professional engineer who holds IEEE Computer Society's Certified Software Development Professional certification.

E. Power Systems Analysis Specialist Qualifications: Professional engineer in charge of performing the arc-flash study, analyzing the arc flash, and documenting recommendations, licensed in the state where Project is located. All elements of the study shall be performed under the direct supervision and control of this professional engineer.

F. Arc-Flash Study Certification: Arc-Flash Study Report shall be signed and sealed by Power Systems Analysis Specialist.

G. The Study shall be performed by one of the following companies, as a sub-contractor to the bidding Electrical Contractor. Companies other than those listed below will be Rejected for non-compliance.

1. Utilities Instrumentation Services (UIS)
2. Power Factor Engineering, LLC
3. Northern Electrical Testing (Potomac Testing)
4. Schneider Electric (Square-D) (as part of the new distribution equipment)
5. Eaton Power Systems (as part of the new distribution equipment)
6. Siemens Power Systems (as part of the new distribution equipment)

H. Field Adjusting Agency Qualifications:

1. Employer of a NETA ETT-Certified Technician Level III or NICET Electrical Power Testing Level III certification responsible for all field adjusting of the Work.
2. A member company of NETA.
3. Acceptable to authorities having jurisdiction.

PART 2 - PRODUCTS

2.1 COMPUTER SOFTWARE DEVELOPERS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. EDSA Micro Corporation.
2. SKM Systems Analysis, Inc.

B. Comply with IEEE 1584 and NFPA 70E.

C. Analytical features of device coordination study computer software program shall have the capability to calculate "mandatory" features as listed in IEEE 399.

2.2 ARC-FLASH STUDY REPORT CONTENT

A. Executive summary of study findings.

B. Study descriptions, purpose, basis, and scope. Include case descriptions, definition of terms, and guide for interpretation of results.

C. One-line diagram, showing the following:

1. Protective device designations and ampere ratings.
2. Conductor types, sizes, and lengths.
3. Transformer kilovolt ampere (kVA) and voltage ratings, including derating factors and environmental conditions.
4. Motor and generator designations and kVA ratings.
5. Switchgear, switchboard, motor-control center, panelboard designations, and ratings.

D. Study Input Data: As described in "Power System Data" Article.

E. Short-Circuit Study Output Data: As specified in "Short-Circuit Study Output Reports" Paragraph in "Short-Circuit Study Report Contents" Article in Section 26 05 73.13 "Short-Circuit Studies."

F. Protective Device Coordination Study Report Contents: As specified in "Coordination Study Report Contents" Article in Section 26 05 73.16 "Coordination Studies."

G. Arc-Flash Study Output Reports:

1. Interrupting Duty Report: Three-phase and unbalanced fault calculations, showing the following for each equipment location included in the report:

a. Voltage.
b. Calculated symmetrical fault-current magnitude and angle.
c. Fault-point X/R ratio.
d. No AC Decrement (NACD) ratio.
e. Equivalent impedance.
f. Multiplying factors for 2-, 3-, 5-, and 8-cycle circuit breakers rated on a symmetrical basis.
g. Multiplying factors for 2-, 3-, 5-, and 8-cycle circuit breakers rated on a total basis.

H. Incident Energy and Flash Protection Boundary Calculations:

1. Arcing fault magnitude.
2. Protective device clearing time.
3. Duration of arc.
4. Arc-flash boundary.
5. Restricted approach boundary.
6. Limited approach boundary.
7. Working distance.
8. Incident energy.
9. Hazard risk category.
10. Recommendations for arc-flash energy reduction.

I. Fault study input data, case descriptions, and fault-current calculations including a definition of terms and guide for interpretation of computer printout.

2.3 ARC-FLASH WARNING LABELS

A. Comply with requirements in Section 26 05 53 "Identification for Electrical Systems" for self-adhesive equipment labels. Produce a 3.5-by-5-inch (76-by-127-mm) self-adhesive equipment label for each work location included in the analysis.

B. Label shall have an orange header with the wording, "WARNING, ARC-FLASH HAZARD," and shall include the following information taken directly from the arc-flash hazard analysis:

1. Location designation.
2. Nominal voltage.
3. Protection boundaries.
    a. Arc-flash boundary.
    b. Restricted approach boundary.
    c. Limited approach boundary.
4. Arc flash PPE category.
5. Required minimum arc rating of PPE in Cal/cm squared.
6. Available incident energy.
7. Working distance.
8. Engineering report number, revision number, and issue date.

C. Labels shall be machine printed, with no field-applied markings.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine Project overcurrent protective device submittals. Proceed with arc-flash study only after relevant equipment submittals have been assembled. Overcurrent protective devices that have not been submitted and approved prior to arc-flash study may not be used in study.

3.2 ARC-FLASH HAZARD ANALYSIS

A. Comply with NFPA 70E and its Annex D for hazard analysis study.

B. Preparatory Studies: Perform the Short-Circuit and Protective Device Coordination studies prior to starting the Arc-Flash Hazard Analysis.

1. Short-Circuit Study Output: As specified in "Short-Circuit Study Output Reports" Paragraph in "Short-Circuit Study Report Contents" Article in Section 26 05 73.13 "Short-Circuit Studies."
2. Coordination Study Report Contents: As specified in "Coordination Study Report Contents" Article in Section 26 05 73.16 "Coordination Studies."

C. Calculate maximum and minimum contributions of fault-current size.

1. Maximum calculation shall assume a maximum contribution from the utility and shall assume motors to be operating under full-load conditions.

2. Calculate arc-flash energy at 85 percent of maximum short-circuit current according to IEEE 1584 recommendations.
3. Calculate arc-flash energy at 38 percent of maximum short-circuit current according to NFPA 70E recommendations.
4. Calculate arc-flash energy with the utility contribution at a minimum and assume no motor contribution.

D. Calculate the arc-flash protection boundary and incident energy at locations in electrical distribution system where personnel could perform work on energized parts.

E. Include low-voltage equipment locations.

F. Calculate the limited, restricted, and prohibited approach boundaries for each location.

G. Incident energy calculations shall consider the accumulation of energy over time when performing arc-flash calculations on buses with multiple sources. Iterative calculations shall take into account the changing current contributions, as the sources are interrupted or decremented with time. Fault contribution from motors and generators shall be decremented as follows:

1. Fault contribution from induction motors shall not be considered beyond three to five cycles.

H. Arc-flash energy shall generally be reported for the maximum of line or load side of a circuit breaker. However, arc-flash computation shall be performed and reported for both line and load side of a circuit breaker as follows:

1. When the circuit breaker is in a separate enclosure.
2. When the line terminals of the circuit breaker are separate from the work location.

I. Base arc-flash calculations on actual overcurrent protective device clearing time. Cap maximum clearing time at two seconds based on IEEE 1584, Section B.1.2.

3.3 POWER SYSTEM DATA

A. Obtain all data necessary for conduct of the arc-flash hazard analysis.

1. Verify completeness of data supplied on one-line diagram on Drawings and under "Preparatory Studies" Paragraph in "Arc-Flash Hazard Analysis" Article. Call discrepancies to Architect's attention.
2. For new equipment, use characteristics from approved submittals under provisions of action submittals and information submittals for this Project.

3.4 LABELING

A. Apply one arc-flash label on the front cover of each section of the equipment and on side or rear covers with accessible live parts and hinged doors or removable plates for each equipment included in the study. Base arc-flash label data on highest values calculated at each location.

B. Each piece of equipment listed below shall have an arc-flash label applied to it:

1. Motor-control center.
2. Low-voltage switchboard.

3. Switchgear.
4. Medium-voltage switch.
5. Medium voltage transformers
6. Low voltage transformers.
7. Panelboard and safety switch over 250 V.
8. Applicable panelboard and safety switch under 250 V.
9. Control panel.

C. Note on record Drawings the location of equipment where the personnel could be exposed to arc-flash hazard during their work.

1. Indicate arc-flash energy.
2. Indicate protection level required.

3.5 APPLICATION OF WARNING LABELS

A. Install arc-flash warning labels under the direct supervision and control of Power System Analysis Specialist.

3.6 DEMONSTRATION

A. Engage Power Systems Analysis Specialist to train Owner's maintenance personnel in potential arc-flash hazards associated with working on energized equipment and the significance of arc-flash warning labels.

END OF SECTION 26 05 73.19

SECTION 26 24 13 - SWITCHBOARDS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Service and distribution switchboards rated 600 V and less.
2. Surge protection devices.
3. Disconnecting and overcurrent protective devices.
4. Accessory components and features.
5. Identification.

B. Related Requirements

1. Section 26 05 73.19 "Arc-Flash Hazard Analysis" for arc-flash analysis and arc-flash label requirements.

1.3 ACTION SUBMITTALS

A. Product Data: For each switchboard, overcurrent protective device, surge protection device, ground-fault protector, accessory, and component.

1. Include dimensions and manufacturers' technical data on features, performance, electrical characteristics, ratings, accessories, and finishes.

B. Shop Drawings: For each switchboard and related equipment.

1. Include dimensioned plans, elevations, sections, and details, including required clearances and service space around equipment. Show tabulations of installed devices, equipment features, and ratings.
2. Detail enclosure types for types other than NEMA 250, Type 1.
3. Detail bus configuration, current, and voltage ratings.
4. Detail short-circuit current rating of switchboards and overcurrent protective devices.
5. Include descriptive documentation of optional barriers specified for electrical insulation and isolation.
6. Detail utility company's metering provisions with indication of approval by utility company.
7. Include evidence of NRTL listing for series rating of installed devices.
8. Detail features, characteristics, ratings, and factory settings of individual overcurrent protective devices and auxiliary components.
9. Include schematic and wiring diagrams for power, signal, and control wiring.

C. Delegated Design Submittal:

1. For arc-flash hazard analysis.
2. For arc-flash labels.

1.4 INFORMATIONAL SUBMITTALS

A. Qualification Data: For testing agency.

B. Field Quality-Control Reports:

1. Test procedures used.
2. Test results that comply with requirements.
3. Results of failed tests and corrective action taken to achieve test results that comply with requirements.

1.5 CLOSEOUT SUBMITTALS

A. Operation and Maintenance Data: For switchboards and components to include in emergency, operation, and maintenance manuals.

1. In addition to items specified in Section 01 78 23 "Operation and Maintenance Data," include the following:

1. Routine maintenance requirements for switchboards and all installed components.
2. Manufacturer's written instructions for testing and adjusting overcurrent protective devices.
3. Time-current coordination curves for each type and rating of overcurrent protective device included in switchboards. Submit on translucent log-log graft paper; include selectable ranges for each type of overcurrent protective device.

1.6 MAINTENANCE MATERIAL SUBMITTALS

A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Circuit Breakers Including GFCI and GFEP Types: 10%, or a minimum of two spares for each Switchboard.

1.7 QUALITY ASSURANCE

A. Installer Qualifications: An employer of workers qualified as defined in NEMA PB 2.1 and trained in electrical safety as required by NFPA 70E.

B. Testing Agency Qualifications: Accredited by NETA.

1. Testing Agency's Field Supervisor: Certified by NETA to supervise on-site testing.

1.8 DELIVERY, STORAGE, AND HANDLING

A. Deliver switchboards in sections or lengths that can be moved past obstructions in delivery path.

B. Remove loose packing and flammable materials from inside switchboards and install temporary electric heating (250 W per section) to prevent condensation.

C. Handle and prepare switchboards for installation according to NECA 400.

1.9 FIELD CONDITIONS

A. Installation Pathway: Remove and replace access fencing, doors, lift-out panels, and structures to provide pathway for moving switchboards into place.

B. Environmental Limitations:

1. Do not deliver or install switchboards until spaces are enclosed and weathertight, wet work in spaces is complete and dry, work above switchboards is complete, and temporary HVAC system is operating and maintaining ambient temperature and humidity conditions at occupancy levels during the remainder of the construction period.
2. Rate equipment for continuous operation under the following conditions unless otherwise indicated:

    1. Ambient Temperature: Not exceeding 104 deg F (40 deg C).
    2. Altitude: Not exceeding 6600 feet (2000 m).

C. Interruption of Existing Electric Service: Do not interrupt electric service to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary electric service according to requirements indicated:

1. Notify Construction Manager no fewer than seven days in advance of proposed interruption of electric service.
2. Indicate method of providing temporary electric service.
3. Do not proceed with interruption of electric service without Construction Manager's written permission.
4. Comply with NFPA 70E.

1.10 COORDINATION

A. Coordinate layout and installation of switchboards and components with other construction that penetrates walls or is supported by them, including electrical and other types of equipment, raceways, piping, encumbrances to workspace clearance requirements, and adjacent surfaces. Maintain required workspace clearances and required clearances for equipment access doors and panels.

B. Coordinate sizes and locations of concrete bases with actual equipment provided. Cast anchor-bolt inserts into bases. Concrete, reinforcement, and formwork requirements are specified with concrete.

1.11 WARRANTY

A. Manufacturer's Warranty: Manufacturer agrees to repair or replace switchboard enclosures, buswork, overcurrent protective devices, accessories, and factory installed interconnection wiring that fail in materials or workmanship within specified warranty period.

1. Warranty Period: Three years from date of Substantial Completion.

B. Manufacturer's Warranty: Manufacturer's agrees to repair or replace surge protection devices that fail in materials or workmanship within specified warranty period.

1. Warranty Period: Five years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 SWITCHBOARDS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Eaton.
2. General Electric.
3. Square-D Company.
4. Siemens

B. Source Limitations: Obtain switchboards, overcurrent protective devices, components, and accessories from single source from single manufacturer.

C. Product Selection for Restricted Space: Drawings indicate maximum dimensions for switchboards including clearances between switchboards and adjacent surfaces and other items. Comply with indicated maximum dimensions.

D. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

E. Comply with NEMA PB 2.

F. Comply with NFPA 70.

G. Comply with UL 891.

H. Front-Connected, Front-Accessible Switchboards:

1. Main Devices: Panel mounted.
2. Branch Devices: Panel mounted.
3. Sections front and rear aligned.

I. Nominal System Voltage: As indicated on drawings.

J. Main-Bus Continuous: As indicated on drawings.

K. Indoor Enclosures: Steel, NEMA 250, Type 1.

L. Enclosure Finish for Indoor Units: Factory-applied finish in manufacturer's standard gray finish over a rust-inhibiting primer on treated metal surface.

M. Outdoor Enclosures: Type 3R.

1. Finish: Factory-applied finish in manufacturer's standard color; undersurfaces treated with corrosion-resistant undercoating.
2. Enclosure: Downward, rearward sloping roof; bolt-on rear covers for each section, with provisions for padlocking.
3. Doors: Hinged door with handle and provisions for padlocking.

N. Barriers: Between adjacent switchboard sections.

O. Service Entrance Rating: Switchboards intended for use as service entrance equipment shall contain from one to six service disconnecting means with overcurrent protection, a neutral bus with disconnecting link, a grounding electrode conductor terminal, and a main bonding jumper.

P. Bus Transition and Incoming Pull Sections: Matched and aligned with basic switchboard.

Q. Removable, Hinged Rear Doors and Compartment Covers: Secured by standard bolts, for access to rear interior of switchboard.

R. Hinged Front Panels: Allow access to circuit breaker, metering, accessory, and blank compartments.

S. Buses and Connections: Three phase, four wire unless otherwise indicated.

1. Provide phase bus arrangement A, B, C from front to back, top to bottom, and left to right when viewed from the front of the switchboard.
2. Phase- and Neutral-Bus Material: Tin-plated, high-strength, electrical-grade aluminum alloy with tin-plated aluminum circuit-breaker line connections.
3. Tin-plated aluminum feeder circuit-breaker line connections.
4. Load Terminals: Insulated, rigidly braced, runback bus extensions, of same material as through buses, equipped with mechanical connectors for outgoing circuit conductors. Provide load terminals for future circuit-breaker positions at full-ampere rating of circuit-breaker position.
5. Ground Bus: 1/4-by-2-inch- (6-by-50-mm-) hard-drawn copper of 98 percent conductivity, equipped with mechanical connectors for feeder and branch-circuit ground conductors.
6. Main-Phase Buses and Equipment-Ground Buses: Uniform capacity for entire length of switchboard's main and distribution sections. Provide for future extensions from both ends.
7. Disconnect Links:

    1. Isolate neutral bus from incoming neutral conductors.
    2. Bond neutral bus to equipment-ground bus for switchboards utilized as service equipment or separately derived systems.
8. Neutral Buses: 100 percent of the ampacity of phase buses unless otherwise indicated, equipped with mechanical connectors for outgoing circuit neutral cables. Brace bus extensions for busway feeder neutral bus.
9. Isolation Barrier Access Provisions: Permit checking of bus-bolt tightness.

T. Future Devices: Equip compartments with mounting brackets, supports, bus connections, and appurtenances at full rating of circuit-breaker compartment.

2.2 SURGE PROTECTION DEVICES

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Eaton.
2. General Electric.
3. Square-D Company.
4. Siemens.

B. SPDs: Listed and labeled by an NRTL acceptable to authorities having jurisdiction as complying with UL 1449, Type 1.

C. Features and Accessories:

1. Integral disconnect switch.
2. Internal thermal protection that disconnects the SPD before damaging internal suppressor components.
3. Indicator light display for protection status.
4. Surge counter.

D. Peak Surge Current Rating: The minimum single-pulse surge current withstand rating per phase shall not be less than 200 kA. The peak surge current rating shall be the arithmetic sum of the ratings of the individual MOVs in a given mode.

E. Protection modes and UL 1449 VPR for 240/120 V, single-phase, three-wire circuits shall not exceed the following:

1. Line to Neutral: 700 V.
2. Line to Ground: 700 V.
3. Neutral to Ground: 700 V.
4. Line to Line: 1200 V.

F. SCCR: Equal or exceed 200 kA.

G. Nominal Rating: 20 kA.

2.3 DISCONNECTING AND OVERCURRENT PROTECTIVE DEVICES

A. Molded-Case Circuit Breaker (MCCB): Comply with UL 489, with interrupting capacity to meet available fault currents.

1. Thermal-Magnetic Circuit Breakers: Inverse time-current element for low-level overloads and instantaneous magnetic trip element for short circuits. Adjustable magnetic trip setting for circuit-breaker frame sizes 250 A and larger.
2. GFCI Circuit Breakers: Single- and double-pole configurations with Class A ground-fault protection (6-mA trip).
3. Ground-Fault Equipment Protection (GFEP) Circuit Breakers: Class B ground-fault protection (30-mA trip).
4. MCCB Features and Accessories:

1. Standard frame sizes, trip ratings, and number of poles.

2. Lugs: Mechanical style, suitable for number, size, trip ratings, and conductor material.
3. Application Listing: Appropriate for application; Type SWD for switching fluorescent lighting loads; Type HID for feeding fluorescent and high-intensity discharge (HID) lighting circuits.
4. Ground-Fault Protection: Integrally mounted relay and trip unit with adjustable pickup and time-delay settings, push-to-test feature, and ground-fault indicator.
5. Zone-Selective Interlocking: Integral with electronic trip unit; for interlocking ground-fault protection function.

2.4 ACCESSORY COMPONENTS AND FEATURES

A. Accessory Set: Include tools and miscellaneous items required for overcurrent protective device test, inspection, maintenance, and operation.

B. Portable Test Set: For testing functions of solid-state trip devices without removing from switchboard. Include relay and meter test plugs suitable for testing switchboard meters and switchboard class relays.

2.5 IDENTIFICATION

A. Service Equipment Label: NRTL labeled for use as service equipment for switchboards with one or more service disconnecting and overcurrent protective devices.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Receive, inspect, handle, and store switchboards according to NECA 400.

1. Lift or move panelboards with spreader bars and manufacturer-supplied lifting straps following manufacturer's instructions.
2. Use rollers, slings, or other manufacturer-approved methods if lifting straps are not furnished.
3. Protect from moisture, dust, dirt, and debris during storage and installation.
4. Install temporary heating during storage per manufacturer's instructions.

B. Examine switchboards before installation. Reject switchboards that are moisture damaged or physically damaged.

C. Examine elements and surfaces to receive switchboards for compliance with installation tolerances and other conditions affecting performance of the Work or that affect the performance of the equipment.

D. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

A. Install switchboards and accessories according to NECA 400.

B. Equipment Mounting: Install switchboards on concrete base, 4-inch (100-mm) nominal thickness. Comply with requirements for concrete base specified in Section 03 30 00 "Cast-in-Place Concrete."

1. Install conduits entering underneath the switchboard, entering under the vertical section where the conductors will terminate. Install with couplings flush with the concrete base. Extend 2 inches (50-mm) above concrete base after switchboard is anchored in place.
2. Install dowel rods to connect concrete base to concrete floor. Unless otherwise indicated, install dowel rods on 18-inch (450-mm) centers around the full perimeter of concrete base.
3. For supported equipment, install epoxy-coated anchor bolts that extend through concrete base and anchor into structural concrete floor.
4. Place and secure anchorage devices. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
5. Install anchor bolts to elevations required for proper attachment to switchboards.
6. Anchor switchboard to building structure at the top of the switchboard if required or recommended by the manufacturer.

C. Temporary Lifting Provisions: Remove temporary lifting eyes, channels, straps and brackets, and temporary blocking of moving parts from switchboard units and components.

D. Operating Instructions: Frame and mount the printed basic operating instructions for switchboards, including control and key interlocking sequences and emergency procedures. Fabricate frame of finished wood or metal and cover instructions with clear acrylic plastic. Mount on front of switchboards.

E. Install filler plates in unused spaces of panel-mounted sections.

F. Install overcurrent protective devices, surge protection devices, and instrumentation.

1. Set field-adjustable switches and circuit-breaker trip ranges.

G. Comply with NECA 1.

3.3 CONNECTIONS

A. Bond conduits entering underneath the switchboard to the equipment ground bus with a bonding conductor sized per NFPA 70.

B. Support and secure conductors within the switchboard according to NFPA 70.

C. Extend insulated equipment grounding cable to busway ground connection and support cable at intervals in vertical run.

3.4 IDENTIFICATION

A. Identify field-installed conductors, interconnecting wiring, and components; provide warning signs complying with requirements for identification specified in Section 26 05 53 "Identification for Electrical Systems."

B. Switchboard Nameplates: Label each switchboard compartment with a nameplate complying with requirements for identification specified in Section 26 05 53 "Identification for Electrical Systems."

C. Device Nameplates: Label each disconnecting and overcurrent protective device and each meter and control device mounted in compartment doors with a nameplate complying with requirements for identification specified in Section 26 05 53 "Identification for Electrical Systems."

3.5 FIELD QUALITY CONTROL

A. Testing Agency: Engage a qualified testing agency to perform tests and inspections.

B. Perform tests and inspections.

C. Tests and Inspections:

1. Acceptance Testing:

    1. Test insulation resistance for each switchboard bus, component, connecting supply, feeder, and control circuit. Open control and metering circuits within the switchboard, and remove neutral connection to surge protection and other electronic devices prior to insulation test. Reconnect after test.
    2. Test continuity of each circuit.

2. Test ground-fault protection of equipment for service equipment per NFPA 70.
3. Perform each visual and mechanical inspection and electrical test stated in NETA Acceptance Testing Specification. Certify compliance with test parameters.
4. Correct malfunctioning units on-site where possible, and retest to demonstrate compliance; otherwise, replace with new units and retest.

5. Test and adjust controls, remote monitoring, and safeties. Replace damaged and malfunctioning controls and equipment.

D. Switchboard will be considered defective if it does not pass tests and inspections.

E. Prepare test and inspection reports, including a certified report that identifies switchboards included and that describes scanning results. Include notation of deficiencies detected, remedial action taken, and observations after remedial action.

3.6 ADJUSTING

A. Adjust moving parts and operable components to function smoothly, and lubricate as recommended by manufacturer.

B. Set field-adjustable circuit-breaker trip ranges as specified in Section 26 05 73.16 "Coordination Studies."

3.7 PROTECTION

A. Temporary Heating: Apply temporary heat, to maintain temperature according to manufacturer's written instructions, until switchboard is ready to be energized and placed into service.

3.8 DEMONSTRATION

A. Train Owner's maintenance personnel to adjust, operate, and maintain switchboards, overcurrent protective devices, instrumentation, and accessories.

END OF SECTION 26 24 13

SECTION 26 24 16 - PANELBOARDS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Lighting and appliance branch-circuit panelboards. Note that the requirements of this section applies to the Load Center within the Campsite Pedestal, as well as the specified Lighting and appliance branch-circuit panelboards herein specified.

1.2 DEFINITIONS

A. MCCB: Molded-case circuit breaker.

B. SPD: Surge protective device.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of panelboard.

B. Shop Drawings: For each panelboard and related equipment.

1. Include dimensioned plans, elevations, sections, and details.
2. Detail enclosure types including mounting and anchorage, environmental protection, knockouts, corner treatments, covers and doors, gaskets, hinges, and locks.
3. Detail bus configuration, current, and voltage ratings.
4. Short-circuit current rating of panelboards and overcurrent protective devices.
5. Include evidence of NRTL listing for series rating of installed devices.
6. Include evidence of NRTL listing for SPD as installed in panelboard.
7. Detail features, characteristics, ratings, and factory settings of individual overcurrent protective devices and auxiliary components.
8. Include wiring diagrams for power, signal, and control wiring.

1.4 CLOSEOUT SUBMITTALS

A. Operation and maintenance data.

1.5 MAINTENANCE MATERIAL SUBMITTALS

A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Keys: Two spares for each type of panelboard cabinet lock.
2. Circuit Breakers Including GFCI and GFEP Types: 10%, or a minimum of two spares for each panelboard.

1.6 FIELD CONDITIONS

A. Service Conditions: NEMA PB 1, usual service conditions, as follows:

1. Ambient temperatures within limits specified.
2. Altitude not exceeding 6600 feet (2000 m).

1.7 WARRANTY

A. Manufacturer's Warranty: Manufacturer agrees to repair or replace panelboards that fail in materials or workmanship within specified warranty period.

1. Panelboard Warranty Period: Two (2) - Years from date of Substantial Completion.

B. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace SPD that fails in materials or workmanship within specified warranty period.

1. SPD Warranty Period: Five years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PANELBOARDS COMMON REQUIREMENTS

A. Fabricate and test panelboards according to IEEE 344 to withstand seismic forces defined in Section 26 05 48.16 "Seismic Controls for Electrical Systems."

B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

C. Comply with NEMA PB 1.

D. Comply with NFPA 70.

E. Enclosures: Flush and Surface-mounted, dead-front cabinets, as indicated on drawings.

1. Rated for environmental conditions at installed location.

a. Indoor Dry and Clean Locations: NEMA 250, Type 1.
b. Outdoor Locations: NEMA 250, Type 3R.
c. Kitchen and/or Wash-Down Areas: NEMA 250, Type 4X, stainless steel.
d. Other Wet or Damp Indoor Locations: NEMA 250, Type 4.
e. Indoor Locations Subject to Dust, Falling Dirt, and Dripping Noncorrosive Liquids: NEMA 250, Type 12.

2. Height: 84 inches (2.13 m) maximum.

3. Front: Secured to box with concealed trim clamps. For surface-mounted fronts, match box dimensions; for flush-mounted fronts, overlap box. Trims shall cover all live parts and shall have no exposed hardware.
4. Hinged Front Cover: Entire front trim hinged to box and with standard door within hinged trim cover. Trims shall cover all live parts and shall have no exposed hardware.

F. Incoming Mains Location: Convertible between top and bottom.

G. Phase, Neutral, and Ground Buses: Hard-drawn copper, 98 percent conductivity.

H. Conductor Connectors: Suitable for use with conductor material and sizes.

1. Material: Hard-drawn copper, 98 percent conductivity.
2. Main and Neutral Lugs: Mechanical type, with a lug on the neutral bar for each pole in the panelboard.
3. Ground Lugs and Bus-Configured Terminators: Mechanical type, with a lug on the bar for each pole in the panelboard.

I. NRTL Label: Panelboards shall be labeled by an NRTL acceptable to authority having jurisdiction for use as service equipment with one or more main service disconnecting and overcurrent protective devices. Panelboards shall have meter enclosures, wiring, connections, and other provisions for utility metering. Coordinate with utility company for exact requirements.

J. Future Devices: Panelboards shall have mounting brackets, bus connections, filler plates, and necessary appurtenances required for future installation of devices.

K. Panelboard Short-Circuit Current Rating: Fully rated to interrupt symmetrical short-circuit current available at terminals. Assembly listed by an NRTL for 100 percent interrupting capacity.

2.2 PERFORMANCE REQUIREMENTS

A. Seismic Performance: Panelboards shall withstand the effects of earthquake motions determined according to ASCE/SEI 7.

1. The term "withstand" means "the unit will remain in place without separation of any parts from the device when subjected to the seismic forces specified."

B. Surge Suppression: Factory installed as an integral part of indicated panelboards, complying with UL 1449 SPD Type 1.

2.3 LIGHTING AND APPLIANCE BRANCH-CIRCUIT PANELBOARDS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. ABB, Electrification Products Division.
2. Eaton.
3. Siemens Industry, Inc., Energy Management Division.
4. Schneider Electric, Square-D Company.

B. Panelboards: NEMA PB 1, lighting and appliance branch-circuit type.

C. Mains: Circuit breaker or lugs only, as indicated on drawing.

D. Branch Overcurrent Protective Devices: Bolt-on circuit breakers, replaceable without disturbing adjacent units.

E. SPD: Where indicated on drawings, provide to comply with the following.

1. Peak Surge Current Rating: The minimum single-pulse surge current withstand rating per phase shall not be less than 200 kA. The peak surge current rating shall be the arithmetic sum of the ratings of the individual MOVs in a given mode.

2. Protection modes and UL 1449 VPR for 240/120-V, single-phase, three-wire circuits shall not exceed the following:

a. Line to Neutral: 700 V.
b. Line to Ground: 700 V.
c. Neutral to Ground: 700 V.
d. Line to Line: 1200 V.

3. SCCR: Equal to the SCCR of the panelboard in which installed.
4. Nominal Rating: 20 kA.

F. Doors: Concealed hinges; secured with flush latch with tumbler lock; keyed alike.

2.4 LOAD CENTERS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. ABB, Electrification Business.
2. Eaton.
3. Siemens Industry, Inc., Energy Management Division.
4. Square-D Company.

B. Load Centers: Comply with UL 67.

C. Mains: Circuit breaker.

D. Branch Overcurrent Protective Devices: Plug-in circuit breakers, replaceable without disturbing adjacent units.

E. Doors: Concealed hinges secured with flush latch with tumbler lock; keyed alike.

F. Conductor Connectors: Mechanical type for main, neutral, and ground lugs and buses.

2.5 DISCONNECTING AND OVERCURRENT PROTECTIVE DEVICES

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. ABB, Electrification Products Division.
2. Eaton.

3. Siemens Industry, Inc., Energy Management Division.
4. Schneider Electric, Square-D Company.

B. MCCB: Comply with UL 489, with interrupting capacity to meet available fault currents.

1. Thermal-Magnetic Circuit Breakers:

a. Inverse time-current element for low-level overloads.
b. Instantaneous magnetic trip element for short circuits.
c. Adjustable magnetic trip setting for circuit-breaker frame sizes 250 A and larger.

2. GFCI Circuit Breakers: Single- and double-pole configurations with Class A ground-fault protection (6-mA trip).
3. Arc-Fault Circuit Interrupter Circuit Breakers: Comply with UL 1699; 120/240-V, single-pole configuration.
4. MCCB Features and Accessories:

a. Standard frame sizes, trip ratings, and number of poles.
b. Breaker handle indicates tripped status.
c. UL listed for reverse connection without restrictive line or load ratings.
d. Lugs: Mechanical style, suitable for number, size, trip ratings, and conductor materials.
e. Application Listing: Appropriate for application; Type SWD for switching fluorescent lighting loads; Type HID for feeding fluorescent and HID lighting circuits.
f. Ground-Fault Protection: Integrally mounted relay and trip unit with adjustable pickup and time-delay settings, push-to-test feature, and ground-fault indicator.
g. Handle Clamp: Loose attachment, for holding circuit-breaker handle in on position.

2.6 IDENTIFICATION

A. Panelboard Label: Manufacturer's name and trademark, voltage, amperage, number of phases, and number of poles shall be located on the interior of the panelboard door.

B. Breaker Labels: Faceplate shall list current rating, UL and IEC certification standards, and AIC rating.

C. Circuit Directory: Directory card inside panelboard door, mounted in metal frame with transparent protective cover.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Comply with NECA 1.

B. Install panelboards and accessories according to NECA 407.

C. Mount top of trim no higher than 90 inches (2286 mm) above finished floor; and adjust as required to meet the requirements of the NEC for the distance to the operating handle of the top-most circuit breaker in the panel.

D. Mount panelboard cabinet plumb and rigid without distortion of box.

E. Mount recessed panelboards with fronts uniformly flush with wall finish and mating with back box.

F. Install overcurrent protective devices and controllers not already factory installed.

G. Make grounding connections and bond neutral for services and separately derived systems to ground. Make connections to grounding electrodes, separate grounds for isolated ground bars, and connections to separate ground bars.

H. Install filler plates in unused spaces.

I. Stub four 1-inch (27-EMT) empty conduits from panelboard into accessible ceiling space or space designated to be ceiling space in the future. Stub four 1-inch (27-EMT) empty conduits into raised floor space or below slab not on grade.

J. Arrange conductors in gutters into groups and bundle and wrap with wire ties.

3.2 IDENTIFICATION

A. Identify field-installed conductors, interconnecting wiring, and components; install warning signs complying with requirements in Section 26 05 53 "Identification for Electrical Systems."

B. Create a directory to indicate installed circuit loads; incorporate Owner's final room designations. Obtain approval before installing. Handwritten directories are not acceptable. Install directory inside panelboard door.

C. Panelboard Nameplates: Label each panelboard with a nameplate complying with requirements for identification specified in Section 26 05 53 "Identification for Electrical Systems."

D. Device Nameplates: Label each branch circuit device in power panelboards with a nameplate complying with requirements for identification specified in Section 26 05 53 "Identification for Electrical Systems."

E. Install warning signs complying with requirements in Section 26 05 53 "Identification for Electrical Systems" identifying source of remote circuit.

3.3 FIELD QUALITY CONTROL

A. Perform tests and inspections.

B. Acceptance Testing Preparation:

1. Test insulation resistance for each panelboard bus, component, connecting supply, feeder, and control circuit.
2. Test continuity of each circuit.

C. Tests and Inspections:

1. Perform each visual and mechanical inspection and electrical test for low-voltage air circuit breakers stated in NETA ATS. Certify compliance with test parameters.
2. Correct malfunctioning units on-site, where possible, and retest to demonstrate compliance; otherwise, replace with new units and retest.

D. Panelboards will be considered defective if they do not pass tests and inspections.

E. Prepare test and inspection reports, including a certified report that identifies panelboards included and that describes scanning results, with comparisons of the two scans. Include notation of deficiencies detected, remedial action taken, and observations after remedial action.

END OF SECTION 26 24 16

SECTION 26 27 13 - ELECTRICITY METERING

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes work to accommodate utility company revenue meters.

1.2 COORDINATION

A. Electrical Service Connections: Coordinate with utility companies and utility-furnished components.

PART 2 - PRODUCTS

2.1 SYSTEM DESCRIPTION

A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

B. Comply with UL 916.

2.2 UTILITY METERING INFRASTRUCTURE

A. Install metering accessories furnished by the utility company, complying with its requirements.

B. Utility-Furnished Meters: Connect data transmission facility of metering equipment installed by the Utility.

C. Current-Transformer Cabinets: Comply with requirements of electrical-power utility company.

D. Meter Sockets:

1. Comply with requirements of electrical-power utility company.
2. Meter Sockets: Steady-state and short-circuit current ratings shall meet indicated circuit ratings.

E. Arc-Flash Warning Labels:

1. Labels: Comply with requirements for "Arc-Flash Warning Labels" in Section 26 05 73.19 "Arc-Flash Hazard Analysis." Apply a properly sized self-adhesive label at each work location included in the analysis.

    a. The label shall have an orange header with the wording, "WARNING, ARC-FLASH HAZARD," and shall include the following information taken directly from the arc-flash hazard analysis:

1) Location designation.
2) Nominal voltage.
3) Flash protection boundary.
4) Hazard risk category.
5) Incident energy.
6) Working distance.
7) Engineering report number, revision number, and issue date.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Comply with equipment installation requirements in NECA 1.

B. Install meters furnished by utility company. Install raceways and equipment according to utility company's written instructions. Provide empty conduits for metering leads and extend grounding connections as required by utility company.

C. Install arc-flash labels as required by NFPA 70.

D. Comply with requirements for identification specified in Section 26 05 53 "Identification for Electrical Systems."

END OF SECTION 26 27 13

SECTION 26 27 26 - WIRING DEVICES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. General-use switches, dimmer switches, and fan-speed controller switches.
2. General-grade single straight-blade receptacles.
3. General-grade duplex straight-blade receptacles.
4. Receptacles with ground-fault protective devices.

B. Related Requirements:

1. Section 26 00 10 "Supplemental Requirements for Electrical" for additional abbreviations, definitions, submittals, qualifications, testing agencies, and other Project requirements applicable to Work specified in this Section.

1.2 ACTION SUBMITTALS

A. Product Data:

1. Toggle switches.
2. Single and Duplex straight-blade receptacles.
3. Receptacles with GFCI device.

PART 2 - PRODUCTS

2.1 GENERAL-USE SWITCHES, DIMMER SWITCHES, AND FAN-SPEED CONTROLLER SWITCHES

A. Toggle Switch:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. Arrow Hart, Wiring Devices; Eaton, Electrical Sector.
b. Leviton Manufacturing Co., Inc.
c. Pass & Seymour; Legrand North America, LLC.
d. Hubbell.

2. Regulatory Requirements:

a. Listed and labeled in accordance with NFPA 70, by qualified electrical testing laboratory recognized by authorities having jurisdiction, and marked for intended location and application.

3. General Characteristics:

    a. Reference Standards: UL CCN WMUZ and UL 20.

4. Options:

    a. Device Color: To be selected by Architect.
    b. Configuration:

        1) Extra-heavy-duty, 120-277 V, 20 A, single pole or three-way, as indicated on drawings.

2.2 GENERAL-GRADE SINGLE STRAIGHT-BLADE RECEPTACLES

A. Single Straight-Blade Receptacle:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

    a. Arrow Hart, Wiring Devices; Eaton, Electrical Sector.
    b. Leviton Manufacturing Co., Inc.
    c. Pass & Seymour; Legrand North America, LLC.
    d. Hubbell.

2. Regulatory Requirements:

    a. Listed and labeled in accordance with NFPA 70, by qualified electrical testing laboratory recognized by authorities having jurisdiction, and marked for intended location and application.

3. General Characteristics:

    a. Reference Standards: UL CCN RTRT and UL 498.

4. Options:

    a. Device Color: To be selected by Architect.
    b. Configuration:
        1) Extra-heavy-duty, configuration as noted on the drawings.

B. Weather-Resistant Single Straight-Blade Receptacle:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

    a. Arrow Hart, Wiring Devices; Eaton, Electrical Sector.
    b. Leviton Manufacturing Co., Inc.
    c. Pass & Seymour; Legrand North America, LLC.
    d. Hubbell.

2. Regulatory Requirements:

   a. Listed and labeled in accordance with NFPA 70, by qualified electrical testing laboratory recognized by authorities having jurisdiction, and marked for intended location and application.

3. General Characteristics:

   a. Reference Standards: UL CCN RTRT and UL 498.

4. Options:

   a. Device Color: To be selected by Architect.
   b. Configuration:
      1) Extra-heavy-duty, configuration as noted on the drawings.

2.3 GENERAL-GRADE DUPLEX STRAIGHT-BLADE RECEPTACLES

A. Duplex Straight-Blade Receptacle:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

   a. Arrow Hart, Wiring Devices; Eaton, Electrical Sector.
   b. Leviton Manufacturing Co., Inc.
   c. Pass & Seymour; Legrand North America, LLC.
   d. Hubbell.

2. Regulatory Requirements:

   a. Listed and labeled in accordance with NFPA 70, by qualified electrical testing laboratory recognized by authorities having jurisdiction, and marked for intended location and application.

3. General Characteristics:

   a. Reference Standards: UL CCN RTRT and UL 498.

4. Options:

   a. Device Color: To be selected by Architect.
   b. Configuration:
      1) Extra-heavy-duty, NEMA 5-20R.

B. Tamper-Resistant Duplex Straight-Blade Receptacle:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

   a. Arrow Hart, Wiring Devices; Eaton, Electrical Sector.
   b. Leviton Manufacturing Co., Inc.
   c. Pass & Seymour; Legrand North America, LLC.
   d. Hubbell.

2. Regulatory Requirements:

   a. Listed and labeled in accordance with NFPA 70, by qualified electrical testing laboratory recognized by authorities having jurisdiction, and marked for intended location and application.

3. General Characteristics:

   a. Reference Standards: UL CCN RTRT and UL 498.

4. Options:

   a. Device Color: To be selected by Architect.
   b. Configuration:
      1) Extra-heavy-duty, NEMA 5-20R.

C. Tamper-Resistant Duplex Straight-Blade Receptacle with USB Outlet to Power Class 2 Equipment:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

   a. Arrow Hart, Wiring Devices; Eaton, Electrical Sector.
   b. Leviton Manufacturing Co., Inc.
   c. Pass & Seymour; Legrand North America, LLC.
   d. Hubbell.

2. Regulatory Requirements:

   a. Listed and labeled in accordance with NFPA 70, by qualified electrical testing laboratory recognized by authorities having jurisdiction, and marked for intended location and application.

3. General Characteristics:

   a. Reference Standards: UL CCN RTRT and UL 498.

4. Options:

   a. Device Color: To be selected by Architect.
   b. Configuration:
      1) General-duty, NEMA 5-20R; one USB-A port; one USB-C port.

2.4 RECEPTACLES WITH GROUND-FAULT PROTECTIVE DEVICES

A. General-Grade Duplex Straight-Blade Receptacle with GFCI Device:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

   a. Arrow Hart, Wiring Devices; Eaton, Electrical Sector.
   b. Leviton Manufacturing Co., Inc.
   c. Pass & Seymour; Legrand North America, LLC.

d. Hubbell.

2. Options:
   a. Device Color: To be selected by Architect.
   b. Configuration: Extra Heavy-duty, NEMA 5-20R.

B. General-Grade, Weather-Resistant, Tamper-Resistant Duplex Straight-Blade Receptacle with GFCI Device:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

   a. Arrow Hart, Wiring Devices; Eaton, Electrical Sector.
   b. Leviton Manufacturing Co., Inc.
   c. Pass & Seymour; Legrand North America, LLC.
   d. Hubbell.

2. Regulatory Requirements:

   a. Listed and labeled in accordance with NFPA 70, by qualified electrical testing laboratory recognized by authorities having jurisdiction, and marked for intended location and application.

3. General Characteristics:

   a. Reference Standards: UL CCN KCXS, UL 498, and UL 943.

4. Options:

   a. Device Color: To be selected by Architect.
   b. Configuration: Extra Heavy-duty, NEMA 5-20R.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Receptacles:

1. Verify that receptacles to be procured and installed for Owner-furnished equipment are compatible with mating attachment plugs on equipment.

3.2 INSTALLATION OF SWITCHES

A. Comply with manufacturer's instructions.

B. Reference Standards:

1. Unless more stringent requirements are specified in Contract Documents or manufacturers' instructions, comply with installation instructions in NECA NEIS 130.
2. Mounting Heights: Unless otherwise indicated in Contract Documents, comply with mounting heights recommended in NECA NEIS 1.

3. Consult Architect for resolution of conflicting requirements.

C. Identification:

1. Identify cover or cover plate for device with panelboard identification and circuit number in accordance with Section 26 05 53 "Identification for Electrical Systems."

a. Mark cover or cover plate using hot, stamped, or engraved machine printing with black-filled lettering, and provide durable wire markers or tags inside device box or outlet box.

3.3 INSTALLATION OF STRAIGHT-BLADE RECEPTACLES

A. Comply with manufacturer's instructions.

B. Reference Standards:

1. Unless more stringent requirements are specified in Contract Documents or manufacturers' instructions, comply with installation instructions in NECA NEIS 130.
2. Mounting Heights: Unless otherwise indicated in Contract Documents, comply with mounting heights recommended in NECA NEIS 1.
3. Receptacle Orientation: Unless otherwise indicated in Contract Documents, orient receptacle to match configuration diagram in NEMA WD 6.

4. Consult Architect for resolution of conflicting requirements.

C. Identification:

1. Identify cover or cover plate for device with panelboard identification and circuit number in accordance with Section 26 05 53 "Identification for Electrical Systems."

a. Mark cover or cover plate using hot, stamped, or engraved machine printing with black-filled lettering, and provide durable wire markers or tags inside device box or outlet box.

3.4 FIELD QUALITY CONTROL OF STRAIGHT-BLADE RECEPTACLES

A. Tests and Inspections:

1. Insert and remove test plug to verify that device is securely mounted.
2. Verify polarity of hot and neutral pins.
3. Measure line voltage.
4. Measure percent voltage drop.
5. Measure grounding circuit continuity; impedance must be not greater than 2 ohms.
6. Perform additional installation and maintenance inspections and diagnostic tests in accordance with NECA NEIS 130 and manufacturers' instructions.

B. Nonconforming Work:

1. Device will be considered defective if it does not pass tests and inspections.
2. Remove and replace defective units and retest.

C. Assemble and submit test and inspection reports.

3.5 PROTECTION

A. Devices:

1. Schedule and sequence installation to minimize risk of contamination of wires and cables, devices, device boxes, outlet boxes, covers, and cover plates by plaster, drywall joint compound, mortar, cement, concrete, dust, paint, and other materials.
2. After installation, protect wires and cables, devices, device boxes, outlet boxes, covers, and cover plates from construction activities. Remove and replace items that are contaminated, defaced, damaged, or otherwise caused to be unfit for use prior to acceptance by Owner.

END OF SECTION 26 27 26

SECTION 26 28 16 - ENCLOSED SWITCHES AND CIRCUIT BREAKERS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Fusible switches.
2. Nonfusible switches.
3. Molded-case circuit breakers (MCCBs).
4. Enclosures.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of enclosed switch, circuit breaker, accessory, and component indicated. Include nameplate ratings, dimensioned elevations, sections, weights, and manufacturers' technical data on features, performance, electrical characteristics, ratings, accessories, and finishes.

B. Shop Drawings: For enclosed switches and circuit breakers.

1. Include plans, elevations, sections, details, and attachments to other work.
2. Include wiring diagrams for power, signal, and control wiring.

1.3 CLOSEOUT SUBMITTALS

A. Operation and maintenance data.

1.4 QUALITY ASSURANCE

A. Testing Agency Qualifications: Accredited by NETA.

1. Testing Agency's Field Supervisor: Currently certified by NETA to supervise on-site testing.

1.5 WARRANTY

A. Manufacturer's Warranty: Manufacturer and Installer agree to repair or replace components that fail in materials or workmanship within specified warranty period.

1. Warranty Period: Two year(s) from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Seismic Performance: Enclosed switches and circuit breakers shall withstand the effects of earthquake motions determined according to ASCE/SEI 7.

1. The term "withstand" means "the unit will remain in place without separation of any parts from the device when subjected to the seismic forces specified and the unit will be fully operational after the seismic event."

2.2 GENERAL REQUIREMENTS

A. Source Limitations: Obtain enclosed switches and circuit breakers, overcurrent protective devices, components, and accessories, within same product category, from single manufacturer.

B. Product Selection for Restricted Space: Drawings indicate maximum dimensions for enclosed switches and circuit breakers, including clearances between enclosures, and adjacent surfaces and other items. Comply with indicated maximum dimensions.

C. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by an NRTL, and marked for intended location and application.

D. Comply with NFPA 70.

2.3 FUSIBLE SWITCHES

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. ABB, Electrification Products Division.
2. Eaton.
3. Siemens Industry, Inc., Energy Management Division.
4. Schneider Electric, Square-D Company.

B. Type HD, Heavy Duty:

1. Single throw.
2. Three pole or two pole, as indicated on drawings.
3. 240-V ac.
4. 1200 A and smaller.
5. UL 98 and NEMA KS 1, horsepower rated, with clips or bolt pads to accommodate specified fuses.
6. Lockable handle with capability to accept three padlocks, and interlocked with cover in closed position.

C. Accessories:

1. Equipment Ground Kit: Internally mounted and labeled for copper and aluminum ground conductors.

2. Neutral Kit: Internally mounted; insulated, capable of being grounded and bonded; labeled for copper and aluminum neutral conductors.
3. Class R Fuse Kit: Provides rejection of other fuse types when Class R fuses are specified.
4. Service-Rated Switches: Labeled for use as service equipment.

2.4 NONFUSIBLE SWITCHES

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. ABB, Electrification Products Division.
2. Eaton.
3. Siemens Industry, Inc., Energy Management Division.
4. Schneider Electric, Square-D Company.

B. Type HD, Heavy Duty, Three Pole (or Two Pole as indicated on drawing), Single Throw, 240-V ac, 1200 A and Smaller: UL 98 and NEMA KS 1, horsepower rated, lockable handle with capability to accept three padlocks, and interlocked with cover in closed position.

C. Accessories:

1. Equipment Ground Kit: Internally mounted and labeled for copper and aluminum ground conductors.
2. Neutral Kit: Internally mounted; insulated, capable of being grounded and bonded; labeled for copper and aluminum neutral conductors.
3. Service-Rated Switches: Labeled for use as service equipment.

2.5 MOLDED-CASE CIRCUIT BREAKERS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. ABB, Electrification Products Division.
2. Eaton.
3. Siemens Industry, Inc., Energy Management Division.
4. Schneider Electric, Square-D Company.

B. Circuit breakers shall be constructed using glass-reinforced insulating material. Current carrying components shall be completely isolated from the handle and the accessory mounting area.

C. Circuit breakers shall have a toggle operating mechanism with common tripping of all poles, which provides quick-make, quick-break contact action. The circuit-breaker handle shall be over center, be trip free, and reside in a tripped position between on and off to provide local trip indication. Circuit-breaker escutcheon shall be clearly marked on and off in addition to providing international I/O markings. Equip circuit breaker with a push-to-trip button, located on the face of the circuit breaker to mechanically operate the circuit-breaker tripping mechanism for maintenance and testing purposes.

D. The maximum ampere rating and UL, IEC, or other certification standards with applicable voltage systems and corresponding interrupting ratings shall be clearly marked on face of circuit breaker. Circuit breakers shall be 100 percent rated. Circuit breaker/circuit breaker

combinations for series connected interrupting ratings shall be listed by UL as recognized component combinations. Any series rated combination used shall be marked on the end-use equipment along with the statement "Caution - Series Rated System. _____ Amps Available. Identical Replacement Component Required."

E. MCCBs shall be equipped with a device for locking in the isolated position.

F. Lugs shall be suitable for 194 deg F (90 deg C) rated wire, sized according to the 167 deg F (75 deg C) temperature rating in NFPA 70.

G. Standards: Comply with UL 489 with interrupting capacity to comply with available fault currents.

H. Thermal-Magnetic Circuit Breakers: Inverse time-current thermal element for low-level overloads and instantaneous magnetic trip element for short circuits. Adjustable magnetic trip setting for circuit-breaker frame sizes 250 A and larger.

I. Features and Accessories:

1. Standard frame sizes, trip ratings, and number of poles.
2. Application Listing: Appropriate for application; Type SWD for switching fluorescent lighting loads; Type HID for feeding fluorescent and high-intensity discharge lighting circuits.
3. Shunt Trip: Trip coil energized from separate circuit, with coil-clearing contact.
4. Auxiliary Contacts: Two SPDT switches with "a" and "b" contacts; "a" contacts mimic circuit-breaker contacts, "b" contacts operate in reverse of circuit-breaker contacts.
5. Alarm Switch: One NC contact that operates only when circuit breaker has tripped.

2.6 ENCLOSURES

A. Enclosed Switches and Circuit Breakers: UL 489, NEMA KS 1, NEMA 250, and UL 50, to comply with environmental conditions at installed location.

B. Enclosure Finish: The enclosure shall be finished with gray baked enamel paint, electrodeposited on cleaned, phosphatized galvannealed steel (NEMA 250 Types 3R, 12).

C. Conduit Entry: NEMA 250 Types 4, 4X, and 12 enclosures shall contain no knockouts. NEMA 250 Types 7 and 9 enclosures shall be provided with threaded conduit openings in both endwalls.

D. Operating Mechanism: The circuit-breaker operating handle shall be externally operable with the operating mechanism being an integral part of the box, not the cover. The cover interlock mechanism shall have an externally operated override. The override shall not permanently disable the interlock mechanism, which shall return to the locked position once the override is released. The tool used to override the cover interlock mechanism shall not be required to enter the enclosure in order to override the interlock.

E. Enclosures designated as NEMA 250 Type 4, 4X stainless steel, 12, or 12K shall have a dual cover interlock mechanism to prevent unintentional opening of the enclosure cover when the circuit breaker is ON and to prevent turning the circuit breaker ON when the enclosure cover is open.

F. NEMA 250 Type 7/9 enclosures shall be furnished with a breather and drain kit to allow their use in outdoor and wet location applications.

PART 3 - EXECUTION

3.1 ENCLOSURE ENVIRONMENTAL RATING APPLICATIONS

A. Enclosed Switches and Circuit Breakers: Provide enclosures at installed locations with the following environmental ratings.

1. Indoor, Dry and Clean Locations: NEMA 250, Type 1.
2. Outdoor Locations: NEMA 250, Type 3R.
3. Kitchen or Wash-Down Areas: NEMA 250, Type 4X, stainless steel.
4. Other Wet or Damp, Indoor Locations: NEMA 250, Type 4.
5. Indoor Locations Subject to Dust, Falling Dirt, and Dripping Noncorrosive Liquids: NEMA 250, Type 12.

3.2 INSTALLATION

A. Interruption of Existing Electric Service: Do not interrupt electric service to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary electric service according to requirements indicated:

1. Notify Owner no fewer than seven days in advance of proposed interruption of electric service.
2. Indicate method of providing temporary electric service.
3. Do not proceed with interruption of electric service without Owner's written permission.
4. Comply with NFPA 70E.

B. Coordinate layout and installation of switches, circuit breakers, and components with equipment served and adjacent surfaces. Maintain required workspace clearances and required clearances for equipment access doors and panels.

C. Install individual wall-mounted switches and circuit breakers with tops at uniform height unless otherwise indicated.

D. Temporary Lifting Provisions: Remove temporary lifting of eyes, channels, and brackets and temporary blocking of moving parts from enclosures and components.

E. Install fuses in fusible devices.

F. Comply with NFPA 70 and NECA 1.

G. Set field-adjustable circuit-breaker trip ranges as specified in Section 26 05 73.16 "Coordination Studies."

3.3 IDENTIFICATION

A. Comply with requirements in Section 26 05 53 "Identification for Electrical Systems."

1. Identify field-installed conductors, interconnecting wiring, and components; provide warning signs.
2. Label each enclosure with engraved metal or laminated-plastic nameplate.

3.4 FIELD QUALITY CONTROL

A. Testing Agency: Engage a qualified testing agency to perform tests and inspections.

B. Perform tests and inspections.

C. Tests and Inspections for Switches:

1. Visual and Mechanical Inspection:

a. Inspect physical and mechanical condition.
b. Inspect anchorage, alignment, grounding, and clearances.
c. Verify that the unit is clean.
d. Verify blade alignment, blade penetration, travel stops, and mechanical operation.
e. Verify that fuse sizes and types match the Specifications and Drawings.
f. Verify that each fuse has adequate mechanical support and contact integrity.
g. Inspect bolted electrical connections for high resistance using one of the two following methods:

1) Use a low-resistance ohmmeter.

a) Compare bolted connection resistance values to values of similar connections. Investigate values that deviate from those of similar bolted connections by more than 50 percent of the lowest value.

2) Verify tightness of accessible bolted electrical connections by calibrated torque-wrench method in accordance with manufacturer's published data or NETA ATS Table 100.12.

a) Bolt-torque levels shall be in accordance with manufacturer's published data. In the absence of manufacturer's published data, use NETA ATS Table 100.12.

h. Verify that operation and sequencing of interlocking systems is as described in the Specifications and shown on the Drawings.
i. Verify correct phase barrier installation.
j. Verify lubrication of moving current-carrying parts and moving and sliding surfaces.

2. Electrical Tests:

a. Perform resistance measurements through bolted connections with a low-resistance ohmmeter. Compare bolted connection resistance values to values of similar connections. Investigate values that deviate from adjacent poles or similar switches by more than 50 percent of the lowest value.
b. Measure contact resistance across each switchblade fuseholder. Drop values shall not exceed the high level of the manufacturer's published data. If manufacturer's published data are not available, investigate values that deviate from adjacent poles or similar switches by more than 50 percent of the lowest value.

c. Perform insulation-resistance tests for one minute on each pole, phase-to-phase and phase-to-ground with switch closed, and across each open pole. Apply voltage in accordance with manufacturer's published data. In the absence of manufacturer's published data, use Table 100.1 from the NETA ATS. Investigate values of insulation resistance less than those published in Table 100.1 or as recommended in manufacturer's published data.
d. Measure fuse resistance. Investigate fuse-resistance values that deviate from each other by more than 15 percent.
e. Perform ground fault test according to NETA ATS 7.14 "Ground Fault Protection Systems, Low-Voltage."

D. Tests and Inspections for Molded Case Circuit Breakers:

1. Visual and Mechanical Inspection:

a. Verify that equipment nameplate data are as described in the Specifications and shown on the Drawings.
b. Inspect physical and mechanical condition.
c. Inspect anchorage, alignment, grounding, and clearances.
d. Verify that the unit is clean.
e. Operate the circuit breaker to ensure smooth operation.
f. Inspect bolted electrical connections for high resistance using one of the two following methods:

1) Use a low-resistance ohmmeter.

a) Compare bolted connection resistance values to values of similar connections. Investigate values that deviate from those of similar bolted connections by more than 50 percent of the lowest value.

2) Verify tightness of accessible bolted electrical connections by calibrated torque-wrench method in accordance with manufacturer's published data or NETA ATS Table 100.12.

a) Bolt-torque levels shall be in accordance with manufacturer's published data. In the absence of manufacturer's published data, use NETA ATS Table 100.12.

g. Inspect operating mechanism, contacts, and chutes in unsealed units.
h. Perform adjustments for final protective device settings in accordance with the coordination study.

2. Electrical Tests:

a. Perform resistance measurements through bolted connections with a low-resistance ohmmeter. Compare bolted connection resistance values to values of similar connections. Investigate values that deviate from adjacent poles or similar switches by more than 50 percent of the lowest value.
b. Perform insulation-resistance tests for one minute on each pole, phase-to-phase and phase-to-ground with circuit breaker closed, and across each open pole. Apply voltage in accordance with manufacturer's published data. In the absence of manufacturer's published data, use Table 100.1 from the NETA ATS. Investigate values of insulation resistance less than those published in Table 100.1 or as recommended in manufacturer's published data.

c. Perform a contact/pole resistance test. Drop values shall not exceed the high level of the manufacturer's published data. If manufacturer's published data are not available, investigate values that deviate from adjacent poles or similar switches by more than 50 percent of the lowest value.
d. Perform insulation resistance tests on all control wiring with respect to ground. Applied potential shall be 500-V dc for 300-V rated cable and 1000-V dc for 600-V rated cable. Test duration shall be one minute. For units with solid state components, follow manufacturer's recommendation. Insulation resistance values shall be no less than two megohms.

3. Correct malfunctioning units on-site, where possible, and retest to demonstrate compliance; otherwise, replace with new units and retest.
4. Test and adjust controls, remote monitoring, and safeties. Replace damaged and malfunctioning controls and equipment.

E. Enclosed switches and circuit breakers will be considered defective if they do not pass tests and inspections.

F. Prepare test and inspection reports.

1. Test procedures used.
2. Include identification of each enclosed switch and circuit breaker tested and describe test results.
3. List deficiencies detected, remedial action taken, and observations after remedial action.

END OF SECTION 26 28 16

SECTION 31 10 00
SITE CLEARING

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Clearing and grubbing.

B. Selective removal and trimming.

C. Earth stripping and stockpiling.

D. Repair and restoration.

E. Debris removal.

1.02 REFERENCE STANDARDS

A. 29 CFR 1910.266 - Logging Operations; Current Edition.

B. ANSI A300 Part 1 - American National Standard for Tree Care Operations - Tree, Shrub, and Other Woody Plant Management - Standard Practices (Pruning); 2017.

C. ANSI Z133 - Safety and Health Requirements for Arboricultural Operations; 2026.

1.03 FIELD CONDITIONS

A. Temporary Erosion and Sediment Control: Comply with other requirements specified in project documents.

PART 2 PRODUCTS

2.01 MATERIALS

A. Soil Erosion and Sedimentation Controls: Per plan documents.

PART 3 EXECUTION

3.01 PREPARATION

A. Coordinate work with utility companies; notify before starting work and comply with local requirements; obtain required permits.

B. Protect existing utilities to remain from damage.

C. Do not disrupt public utilities without permit from authority having jurisdiction.

D. Protect existing structures and other elements that are to remain.

E. Install soil erosion and sedimentation controls per plan and requirements of authorities having jurisdiction.

3.02 TREE PROTECTION

A. Protection zones
   1. Repair or replace trees, shrubs, and other vegetation indicated to remain or be relocated that are damaged by construction operations, in a manner approved by Architect.
      a. Excavate at edge of protection zones and for trenches indicated within protection zones according to requirements in SECTION EXCAVATION.
      b. Excavating near Trees: Where excavation is required within protection zones, hand excavate under or around tree roots or tunnel under the roots by drilling, auger boring, or pipe jacking. Do not cut main lateral tree roots or taproots; cut only smaller roots that interfere with installation of utilities. Cut roots as required for root pruning.
      c. Do not allow exposed roots to dry out before placing permanent backfill.

B. Root pruning
   1. Prune roots that are affected by temporary and permanent construction. Prune roots as follows:

a. Cut roots manually by digging a trench and cutting exposed roots with sharp pruning instruments; do not break, tear, chop, or slant the cuts. Do not use a backhoe or other equipment that rips, tears, or pulls roots.
b. Temporarily support and protect roots from damage until they are permanently covered with soil.
c. Cover exposed roots with burlap and water regularly.

C. Crown pruning
1. Prune branches that are affected by temporary and permanent construction. Prune branches as follows:
a. Prune trees to remain to compensate for root loss caused by damaging or cutting root system. Provide subsequent maintenance during Contract period as recommended by arborist.
b. Pruning Standards: Prune trees according to ANSI A300 (Part 1).
c. Insert type(s) of pruning and specialty pruning identified in ANSI A300 (Part 1) if required. Identify on Drawings individual trees or areas requiring multiple types of pruning. Augment or replace with arborist's report if an arborist is retained by Owner. Insert detailed instructions for removing specific branches or branches of a specific minimum or maximum diameter if required.
d. Cut branches with sharp pruning instruments; do not break or chop.
e. Do not apply pruning paint to wounds.
2. Chip removed branches and dispose of off-site.

D. Regrading
1. Lowering Grade: Where new finish grade is indicated below existing grade around trees, slope grade beyond the protection zone. Maintain existing grades within the protection zone.
2. Raising Grade: Where new finish grade is indicated above existing grade around trees, slope grade beyond the protection zone. Maintain existing grades within the protection zone.
3. Retain paragraph below if raising grades minimally around trees.
4. Minor Fill within Protection Zone: Where existing grade is 2 inches (50 mm) or less below elevation of finish grade, fill with topsoil. Place topsoil in a single uncompacted layer and hand grade to required finish elevations.

E. Field Quality Control
1. Inspections: Engage a qualified arborist to direct plant-protection measures in the vicinity of trees, shrubs, and other vegetation indicated to remain and to prepare inspection reports.
2. Repair and Replacement
a. General: Repair or replace trees, shrubs, and other vegetation indicated to remain or be relocated that are damaged by construction operations, in a manner approved by Architect.
1) Have arborist perform the root cutting, branch pruning, and damage repair of trees and shrubs.
2) Treat damaged trunks, limbs, and roots according to arborist's written instructions.
3) Perform repairs within 24 hours.
4) Replace vegetation that cannot be repaired and restored to full-growth status, as determined by Architect.

3.03 CLEARING AND GRUBBING

A. Clearing: Cut trees, stumps, shrubs, downed timber, and other vegetation for removal within identified area as indicated on drawings according to 29 CFR 1910.266. Follow recommendations of ANSI Z133 and best local practices for species involved.

B. Do not remove or damage vegetation beyond limits indicated on drawings.

C. Grubbing: Remove stumps, roots, buried timber, and other vegetation minimum depth 12 inches (30 cm) from ground. Remove rocks minimum depth 6 inches (15 cm) from ground.

3.04 SELECTIVE REMOVAL AND TRIMMING

A. Selective Removal: Individual tree and shrub identified for removal as indicated on drawings according to 29 CFR 1910.266.
   1. Includes trees, stumps, shrubs, downed timber, and other vegetation identified for removal as indicated on drawings.
   2. Fell trees away from vegetation identified to remain.
   3. Pull stumps, remove roots, buried timber, and other vegetation identified for removal 12 inches (30 cm), minimum depth, from ground. Remove rocks 6 inches (15 cm), minimum depth, from ground.
   4. Fill holes left by removal of stumps and roots, using suitable fill material, with top surface neat in appearance and matching existing grade.

B. Selective Trimming: Individual limbs and branches cut back according to ANSI A300 Part 1 identified for removal as indicated on drawings. Follow recommendations of ANSI Z133 and best local practices for species involved.

3.05 REMOVED VEGETATION PROCESSING

A. Do not burn, bury, landfill, or leave on-site, except as indicated on drawings.

B. Trees: Sell if marketable.

C. Chip, grind, crush, or shred vegetation for mulching, composting, or other purposes; give preference to on-site uses.

3.06 REPAIR AND RESTORATION

A. Remaining Existing Facilities, Utilities, and Site Features: If damaged due to this work, repair or replace to original condition.

B. Vegetation: Replace damaged or destroyed vegetation identified to remain as indicated on drawings at no cost to Owner:
   1. Outside removal limits.
   2. Inside protection limits.

3.07 DEBRIS REMOVAL

A. Remove debris, junk, and trash from site.

B. Leave site in clean condition, ready for subsequent work.

C. Clean up spillage and windblown debris from public and private lands.

END OF SECTION

SECTION 31 22 00
GRADING

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Rough grading.

B. Fine grading.

1.02 RELATED REQUIREMENTS

A. Section 31 10 00 - Site Clearing.

B. Section 31 23 16 - Excavation.

C. Section 31 23 23 - Fill.

1.03 REFERENCE STANDARDS

A. ASTM D1883 - Standard Test Method for California Bearing Ratio (CBR) of Laboratory-Compacted Soils; 2021.

B. ASTM D2487 - Standard Practice for Classification of Soils for Engineering Purposes (Unified Soil Classification System); 2017 (Reapproved 2025).

PART 2 PRODUCTS

2.01 MATERIALS

A. Gravel: Excavated on-site.
   1. Graded according to ASTM D2487 Group Symbol GW, GP, or SP.

B. Other Fill Materials: See Section 31 23 23.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify survey bench mark and intended elevations for grading areas are as indicated.

B. Verify the absence of standing or ponding water.

3.02 PREPARATION

A. Identify required lines, levels, contours, and datum.

B. Stake and flag locations of known utilities.

C. Provide temporary means and methods to remove standing or ponding water from areas prior to grading.

D. Protect site features to remain, including but not limited to bench marks and survey control points.

E. Remove topsoil in accordance with Section 31 10 00.

F. Excavate materials in accordance with Section 31 23 16.

G. Fill and backfill in accordance with Section 31 23 23.

3.03 ROUGH GRADING

A. Excavate and fill subgrade material to elevations indicated on plans.

B. Horizontally bench existing slopes greater than 1:4.

C. Replace displaced subgrade in accordance with Section 31 23 23.

D. Remove and replace unsuitable materials as specified fill.

3.04 FINE GRADING

A. Scrape and spread subgrade material uniformly smooth and without disruptions as indicated on drawings.

B. Slopes: Transition smoothly to adjacent areas.

C. See Section 31 23 23 for final compaction.

3.05 TOLERANCES

A. Top Surface: Plus or minus 1/2 inch (13 mm).

3.06 CLEANING

A. Remove unused stockpiled subsoil. Grade stockpile area to prevent standing water.

B. Leave site clean and raked, ready to receive work.

END OF SECTION

SECTION 31 23 16
EXCAVATION

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Excavation.

1.02 RELATED REQUIREMENTS

A. Section 31 10 00 - Site Clearing.

B. Section 31 22 00 - Grading.

C. Section 31 23 16.13 - Trenching.

D. Section 31 23 23 - Fill.

1.03 REFERENCE STANDARDS

A. 29 CFR 1926 - Safety and Health Regulations for Construction; Current Edition.

B. ASTM D6432 - Standard Guide for Using the Surface Ground Penetrating Radar Method for Subsurface Investigation; 2019.

1.04 SUBMITTALS

A. See Section 01 30 00 - Administrative Requirements for submittal procedures.

B. Field Quality Control Submittals: Material test reports.

C. Testing agency's qualification statement.

PART 3 EXECUTION

2.01 EXAMINATION

A. Verify survey bench mark elevations are as indicated on drawings.

2.02 PREPARATION

A. See Section 31 10 00 for site clearing and topsoil removal.

B. Identify required lines, levels, contours, and datum locations.

C. Protect survey bench marks, control points, and monuments from excavating equipment and vehicular traffic.

D. Protect existing structures, sidewalks, paving, and curbs from excavating equipment and vehicular traffic.

E. Locate and identify known utilities to remain and protect from damage.

2.03 EXCAVATION

A. General Excavation:
   1. Excavate to indicated contours, elevations, and grades.

B. Excavation to accommodate underground utilities.
   1. Excavate to specified elevations.
   2. Over-excavate to safely install, adjust, and remove forms, bracing, or supports necessary for installation of work.

C. Notify Engineer of unexpected subsurface conditions and discontinue affected work in area until notified to resume work.

2.04 FIELD QUALITY CONTROL

A. Provide access for visual inspection of loadbearing excavated surfaces by Engineer before proceeding with work.

B. Resurvey existing adjacent structure and exterior improvement bench marks. Notify Engineer of changes in elevations, positions, or slopes.

C. Notify Engineer of additional cracks, sags, or other damages to adjacent structures or exterior improvements occurring during work.

END OF SECTION

SECTION 31 23 16.13
TRENCHING

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Trench excavation.

B. Utility bedding and cover.

C. Backfill and compaction.

D. Dewatering.

1.02 RELATED REQUIREMENTS

A. Section 31 10 00 - Site Clearing.

B. Section 31 22 00 - Grading.

C. Section 31 23 16 - Excavation.

D. Section 31 23 23 - Fill.

1.03 REFERENCE STANDARDS

A. 29 CFR 1926 - Safety and Health Regulations for Construction; Current Edition.

B. AASHTO M 147 - Standard Specification for Materials for Aggregate and Soil–Aggregate Subbase, Base, and Surface Courses; 2017 (Reapproved 2021).

C. AASHTO T 180 - Standard Method of Test for Moisture-Density Relations of Soils Using a 4.54-kg (10-lb) Rammer and a 457-mm (18-in.) Drop; 2026.

D. ASTM C136/C136M - Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates; 2025.

E. ASTM D698 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft3 (600 kN-m/m3)); 2012 (Reapproved 2021).

F. ASTM D1556/D1556M - Standard Test Method for Density and Unit Weight of Soil in Place by Sand-Cone Method; 2024.

G. ASTM D1557 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft3 (2,700 kN-m/m3)); 2012 (Reapproved 2021).

H. ASTM D2167 - Standard Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method; 2015.

I. ASTM D6103/D6103M - Standard Test Method for Flow Consistency of Controlled Low Strength Material (CLSM); 2017, with Editorial Revision (2021).

J. ASTM D6938 - Standard Test Methods for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth); 2023.

K. NRMCA CLSM - Guide Specification for Controlled Low Strength Materials; Current Edition.

1.04 ADMINISTRATIVE REQUIREMENTS

A. Coordination: Coordinate trenching with utility installation.

1.05 SUBMITTALS

A. Source Quality Control Submittals: Submit name of imported materials source.
   1. Results of gradation tests on proposed and actual materials used.

B. Field Quality Control Submittals:
   1. Results of compaction density tests.

C. Testing agency's qualification statement.

D. Compaction Density Test Reports.

1.06 QUALITY ASSURANCE

A. Testing Agency Qualifications: Independent firm specializing in performing testing and inspections of type specified in this section.

1.07 DELIVERY, STORAGE, AND HANDLING

A. Deliver fill to project site in advance of need.

B. When fill materials need on-site storage, locate stockpiles where indicated on drawings.
   1. Separate differing materials with dividers or stockpile separately to prevent intermixing.
   2. Prevent contamination.
   3. Protect stockpiles from erosion and deterioration of materials.

PART 2 PRODUCTS

2.01 FILL MATERIALS

A. General Fill: Comprised of sand and gravel; free of shale, clay, friable materials, and debris.

B. Flowable Fill: Controlled low-strength material in accordance with ASTM D6103/D6103M.

C. Sand: MDOT Class II Natural Sand; washed; free of silt, clay, loam, friable or soluble materials, and organic matter.

D. Subbase Material: MDOT Class II Natural Sand.

E. Aggregate Base under pavements: MDOT 21AA

F. Drainage Fill: MDOT 6A stone.

2.02 SOURCE QUALITY CONTROL

A. Test fill materials in accordance with specified standard before delivery to site.

B. Nonconforming Materials: Change and retest.

C. Provide materials of each type from same source or as directed by Engineer.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify survey benchmarks and intended elevations for work are as indicated on drawings.

3.02 PREPARATION

A. Identify required lines, levels, contours, and datum locations.

B. See Section 31 10 00 for site clearing and topsoil removal.

C. Protect survey benchmarks, control points, and monuments from excavating equipment and vehicular traffic.

D. Protect existing structures, sidewalks, paving, and curbs from excavating equipment and vehicular traffic.

E. Locate and identify existing utilities to remain as indicated on drawings and protect from damage.

3.03 SUPPORT AND PROTECTION

A. Excavation Safety: Comply with OSHA’s Excavation Standard, 29 CFR 1926, Subpart P.

3.04 DEWATERING

A. Prevent surface water and groundwater from entering excavations and surrounding areas.

B. Dispose of water without causing surface erosion, sediment buildup, or endangering public health or property.

3.05 TRENCH EXCAVATION

A. Grade top perimeter of excavation to prevent surface water collection.

B. General: Cut trenches neat and clean.

1. Slope banks of excavations deeper than 4 feet (1.2 m) to angle of repose or less until shored.
2. Do not interfere with 45-degree bearing splay of foundations.
3. Remove large stones and other hard matter that could damage piping or impede consistent backfilling or compaction.

C. Utility Preparation: Rake trench bottom to uniform grade.
1. Remove unsuitable subgrade and backfill.
2. Compact subgrade to density equal to or greater than subsequent fill material requirements.

D. Maintain trenches and prevent loose soil or rocks from entering.

E. Remove excess excavated material from site.

3.06 UTILITY BEDDING AND COVER

A. Crushed Stone: Compact to 95 percent of maximum dry density.
1. Bedding: Fill to subgrade elevation; rake smooth.
2. Cover: Completely cover utility.

B. Sand: Compact in maximum 8-inch (200 mm) lifts to 95 percent of maximum dry density.
1. Bedding: Fill to subgrade elevation; rake smooth.

3.07 FLOWABLE FILL

A. Completely cover utilities in accordance with NRMCA CLSM.

3.08 PREPARATION FOR UTILITY PLACEMENT

A. Cut out soft areas of subgrade not capable of compaction in place. Backfill with general fill.

B. Compact subgrade to density equal to or greater than requirements for subsequent fill material.

C. Until ready to backfill, maintain excavations and prevent loose soil from falling into excavation.

3.09 BACKFILL AND COMPACTION

A. Backfill to contours and elevations indicated on drawings using unfrozen materials.

B. General Fill: Place and compact materials in equal continuous layers not exceeding 8 inches (200 mm) compacted depth.

C. Granular Fill: Place and compact material in equal continuous layers not exceeding 6 inches (150 mm) compacted depth.

D. Slope grade away from building minimum 2 inches in 10 feet (50 mm in 3 m), unless noted otherwise. Make gradual grade changes. Blend slope into level areas.

E. Compaction Density Unless Otherwise Specified or Indicated:
1. Under paving, slabs-on-grade, and similar construction: 97 percent of maximum dry density.
2. At Other Locations: 95 percent of maximum dry density.

3.10 FIELD QUALITY CONTROL

A. Perform compaction density testing on compacted fill in accordance with ASTM D1556, ASTM D2167, or ASTM D6938.

B. Nonconforming Work: For failed tests, remove work, replace, and retest.

3.11 CLEANING

A. Stockpile excavated material re-used in area designated on-site; see Section 31 22 00.

B. Remove excavated material that is not required or unsuitable for re-use from site.

3.12 PROTECTION

A. Divert surface water away from excavations.

B. Keep excavations free of standing water.

C. Maintain stability of banks and loose soils; prevent from falling into excavations.

D. Maintain excavations in neat and square, undisturbed condition.

END OF SECTION

SECTION 31 23 23
FILL

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Filling, backfilling, and compacting for paving.

B. Backfilling and compacting for utilities outside the building to utility main connections.

1.02 RELATED REQUIREMENTS

A. Section 31 10 00 - Site Clearing.

B. Section 31 22 00 - Grading: Site grading.

C. Section 31 23 16 - Excavation: Removal and handling of soil to be re-used.

D. Section 32 11 20 - Subbase and Aggregate Base Courses.

E. Section 32 91 19 - Landscape Grading.

1.03 REFERENCE STANDARDS

A. AASHTO M 147 - Standard Specification for Materials for Aggregate and Soil–Aggregate Subbase, Base, and Surface Courses; 2017 (Reapproved 2021).

B. AASHTO T 180 - Standard Method of Test for Moisture-Density Relations of Soils Using a 4.54-kg (10-lb) Rammer and a 457-mm (18-in.) Drop; 2026.

C. ASTM C136/C136M - Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates; 2025.

D. ASTM D698 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft3 (600 kN-m/m3)); 2012 (Reapproved 2021).

E. ASTM D1556/D1556M - Standard Test Method for Density and Unit Weight of Soil in Place by Sand-Cone Method; 2024.

F. ASTM D1557 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft3 (2,700 kN-m/m3)); 2012 (Reapproved 2021).

G. ASTM D2487 - Standard Practice for Classification of Soils for Engineering Purposes (Unified Soil Classification System); 2017 (Reapproved 2025).

H. ASTM D4318 - Standard Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils; 2017, with Editorial Revision (2018).

I. ASTM D6938 - Standard Test Methods for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth); 2023.

1.04 SUBMITTALS

A. Product Data for Manufactured Fill.

B. Shop Drawings for Manufactured Fill.
   1. Submit plan, section, and profile drawings. Indicate size, type, location, and orientation of each geofoam block.
   2. Submit location and type of connectors.
   3. Indicate proposed weighting or guying.

C. Materials Sources: Submit name of imported materials source.

D. Fill Composition Test Reports: Results of laboratory tests on proposed and actual materials used, including manufactured fill.

E. Compaction Density Test Reports.

1.05 QUALITY ASSURANCE

A. Testing Agency Qualifications: Independent firm specializing in performing testing and inspections of the type specified in this section.

1.06 DELIVERY, STORAGE, AND HANDLING

A. When necessary, store materials on site in advance of need.

PART 2 PRODUCTS

2.01 FILL MATERIALS

A. General Fill: Subsoil excavated on-site.
   1. Graded.
   2. Free of lumps larger than 3 inches (75 mm), rocks larger than 2 inches (50 mm), and debris.

B. Sand - Fill Type Bedding: Complying with State of Michigan Highway Department standard for Class II Natural Sand.

C. Topsoil: See Section 32 91 19.

2.02 SOURCE QUALITY CONTROL

A. Where fill materials are specified by reference to a specific standard, test and analyze samples for compliance before delivery to site.

B. If tests indicate materials do not meet specified requirements, change material and retest.

PART 3 EXECUTION

3.01 EXAMINATION

A. Identify required lines, levels, contours, and datum locations.

B. Verify areas to be filled are not compromised with surface or ground water.

3.02 PREPARATION

A. Scarify and proof roll subgrade surface to a depth of 6 inches (150 mm) to identify soft spots.

B. Cut out soft areas of subgrade not capable of compaction in place. Backfill with general fill.

C. Compact subgrade to density equal to or greater than requirements for subsequent fill material.

D. Until ready to fill, maintain excavations and prevent loose soil from falling into excavation.

3.03 FILLING

A. Fill to contours and elevations indicated using unfrozen materials.

B. Employ a placement method that does not disturb or damage other work.

C. Systematically fill to allow maximum time for natural settlement. Do not fill over porous, wet, frozen or spongy subgrade surfaces.

D. Maintain optimum moisture content of fill materials to attain required compaction density.

E. Granular Fill: Place and compact materials in equal continuous layers not exceeding 6 inches (150 mm) compacted depth.

F. Soil Fill: Place and compact material in equal continuous layers not exceeding 8 inches (200 mm) compacted depth.

G. Slope grade away from building minimum 2 inches in 10 feet (50 mm in 3 m), unless noted otherwise. Make gradual grade changes. Blend slope into level areas.

H. Correct areas that are over-excavated.
   1. Other areas: Use general fill, flush to required elevation, compacted to minimum 97 percent of maximum dry density.

I. Compaction Density Unless Otherwise Specified or Indicated:

J. Reshape and re-compact fills subjected to vehicular traffic.

K. Maintain temporary means and methods, as required, to remove all water while fill is being placed as required, or until directed by the Engineer. Remove and replace soils deemed unsuitable by classification and which are excessively moist due to lack of dewatering or surface water control.

3.04 FILL AT SPECIFIC LOCATIONS

3.05 TOLERANCES

A. Top Surface of General Filling: Plus or minus 1 inch (25 mm) from required elevations.

B. Top Surface of Filling Under Paved Areas: Plus or minus 1 inch (25 mm) from required elevations.

3.06 FIELD QUALITY CONTROL

A. See Section 01 40 00 - Quality Requirements, for general requirements for field inspection and testing.

B. Soil Fill Materials:
   1. Perform compaction density testing on compacted fill in accordance with ASTM D1556 and ASTM D6938.
   2. Evaluate results in relation to compaction curve determined by testing uncompacted material in accordance with ASTM D698 ("standard Proctor"), ASTM D1557 ("modified Proctor"), or AASHTO T 180.
   3. If tests indicate work does not meet specified requirements, remove work, replace and retest.

3.07 CLEANING

A. Remove unused stockpiled materials, leave area in a clean and neat condition. Grade stockpile area to prevent standing surface water.

END OF SECTION

SECTION 31 25 00
EROSION AND SEDIMENTATION CONTROLS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Permanent erosion and sediment control.

1.02 RELATED REQUIREMENTS

A. Section 31 23 23 - Fill: Filling and compaction.

B. Section 32 11 23 - Aggregate Base Courses: Aggregate base course.

C. Section 32 92 19 - Seeding: Permanent turf for erosion control.

1.03 REFERENCE STANDARDS

A. ASTM D8298/D8298M - Standard Test Method for Determination of Erosion Control Products (ECP) Performance in Protecting Slopes from Continuous Rainfall-Induced Erosion Using a Tilted Bed Slope; 2023.

B. EPA (NPDES) - National Pollutant Discharge Elimination System (NPDES), Construction General Permit; Current Edition.

C. FHWA FLP-94-005 - Best Management Practices for Erosion and Sediment Control; 1995.

1.04 SUBMITTALS

A. See Section 01 30 00 - Administrative Requirements for submittal procedures.

PART 2 PRODUCTS

2.01 PERFORMANCE REQUIREMENTS

A. Comply with more stringent requirements of State of Michigan, Department of Management and Budget, Soil Erosion and Sedimentation Control Guidebook.

B. Control runoff, soil erosion, and sedimentation. No sediment should leave teh site.

C. Prevent wind erosion. No visible emissions (dust) should leave the site.

2.02 MATERIALS

A. Silt Fence: Amoco Propex Silt Stop Sediment Control Facbric or approved equal.

B. Mulch Blanket: North American Green SC150 BN or approved equal.

C. Inlet Protection: Catch-All Filter Bag as manufactured by Mar-Mac Manugacturing Co., Inc.

D. Seed: Temporary seed shall be perennial ryegrass with a minimum purity of 98% and a minimum germination of 90%. Seed shall be fresh, clen, new-crop seed.

PART 3 EXECUTION

3.01 EXAMINATION

A. Examine site and identify existing features that contribute to erosion resistance; maintain such existing features to greatest extent possible.

3.02 PREPARATION

A. Schedule work so that soil surfaces are left exposed for the minimum amount of time.

B. Do not begin clearing, grading, or other work involving disturbance of ground surface cover until applicable permits have been obtained; furnish documentation required to obtain applicable permits.
   1. Obtain and pay for permits and provide security required by authority having jurisdiction.

3.03 MAINTENANCE

A. Inspect preventive measures weekly, within 24 hours after the end of any storm that produces 0.5 inches (13 mm) or more rainfall at the project site, and daily during prolonged rainfall.

B. Repair deficiencies immediately.

3.04 CLEAN UP

A. Clean out sediment control structures that are to remain as permanent measures.

END OF SECTION

SECTION 32 12 16
ASPHALT PAVING

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Aggregate base course.

B. Single course bituminous concrete paving.

C. Double course bituminous concrete paving.

1.02 RELATED REQUIREMENTS

A. Section 31 22 00 - Grading: Preparation of site for paving and base.

B. Section 31 23 23 - Fill: Compacted subgrade for paving.

C. Section 32 11 20 - Subbase and Aggregate Base Courses.

D. Section 32 13 13 - Concrete Paving: Concrete substrate.

1.03 REFERENCE STANDARDS

A. AI MS-2 - Asphalt Mix Design Methods; 2015.

B. ASTM D946 - Standard Specification for Penetration-Graded Asphalt Cement for Use in Pavement Construction; 2009a.

C. MDOT 2020 Standard Specifications for Construction regarding aspahlt paving work.

1.04 QUALITY ASSURANCE

A. Perform Work in accordance with MDOT Standards.

B. Mixing Plant: Complying with MDOT Standards.

C. Obtain materials from same source throughout.

1.05 FIELD CONDITIONS

A. Do not place asphalt when ambient air or base surface temperature is less than 40 degrees F (4 degrees C), or surface is wet or frozen.

B. Do not place prime and tack coats when surface temperature is less than 60 degrees F, or suface is wet or frozen.

PART 2 PRODUCTS

2.01 REGULATORY REQUIREMENTS

A. Comply with MDOT Standards code for paving work on public property.

2.02 MATERIALS

A. Asphalt Cement: ASTM D946.

B. Aggregate for Base Course: MDOT 21AA Aggregate.

2.03 ASPHALT PAVING MIXES AND MIX DESIGN

A. Asphalt Leveling Course: MDOT 4EML Maximum recycled asphalt pavement MDOT Teir 2.

B. Asphalt Binder: PG58-28

C. Asphalt Wearing Course: MDOT 5EML Maximum recycled asphalt pavement MDOT Teir 1.

D. Submit proposed mix design of each class of mix for review prior to beginning of work.

2.04 SOURCE QUALITY CONTROL

A. Test mix design and samples in accordance with AI MS-2.

PART 3 EXECUTION

3.01 AGGREGATE BASE COURSE

A. See Section 32 11 20.

3.02 PREPARATION - TACK COAT

A. Apply tack coat in accordance with manufacturer's instructions.

B. Apply tack coat on asphalt or concrete surfaces over subgrade surface at uniform rate of 0.15 gal/sq yd (____ L/sq m).

3.03 PLACING ASPHALT PAVEMENT - DOUBLE COURSE

A. Compact pavement by rolling to specified density. Do not displace or extrude pavement from position. Hand compact in areas inaccessible to rolling equipment.

B. Perform rolling with consecutive passes to achieve even and smooth finish, without roller marks.

3.04 TOLERANCES

A. Flatness: Maximum variation of 1/4 inch (6 mm) measured with 10 foot (3 m) straight edge.

B. Variation from True Elevation: Within 1/4 inch (6 mm).

3.05 FIELD QUALITY CONTROL

A. See Section 01 40 00 - Quality Requirements, for general requirements for quality control.

B. Provide field inspection and testing. Take samples and perform tests in accordance with AI MS-2.

END OF SECTION

SECTION 32 13 13
CONCRETE PAVING

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Form materials.

B. Concrete materials.

1.02 RELATED REQUIREMENTS

A. Section 31 22 00 - Grading: Preparation of site for paving and base and preparation of subsoil at pavement perimeter for planting.

B. Section 31 23 23 - Fill: Compacted subbase for paving.

C. Section 32 11 20 - Subbase and Aggregate Base Courses.

D. Section 32 12 16 - Asphalt Paving: Asphalt wearing course.

1.03 REFERENCE STANDARDS

A. ACI PRC-211.1 - Selecting Proportions for Normal-Density and High Density-Concrete - Guide; 2022.

B. ACI PRC-304 - Guide for Measuring, Mixing, Transporting, and Placing Concrete; 2000 (Reapproved 2009).

C. ACI PRC-305 - Guide to Hot Weather Concreting; 2020.

D. ACI PRC-306 - Guide to Cold Weather Concreting; 2016.

E. ACI SPEC-301 - Specifications for Concrete Construction; 2020.

F. ASTM C33/C33M - Standard Specification for Concrete Aggregates; 2024a.

G. ASTM C39/C39M - Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens; 2026.

H. ASTM C94/C94M - Standard Specification for Ready-Mixed Concrete; 2026a.

I. ASTM C150/C150M - Standard Specification for Portland Cement; 2024.

J. ASTM C173/C173M - Standard Test Method for Air Content of Freshly Mixed Concrete by the Volumetric Method; 2026.

K. ASTM C260/C260M - Standard Specification for Air-Entraining Admixtures for Concrete; 2024.

L. ASTM C309 - Standard Specification for Liquid Membrane-Forming Compounds for Curing Concrete; 2025.

M. ASTM C494/C494M - Standard Specification for Chemical Admixtures for Concrete; 2024.

N. ASTM C618 - Standard Specification for Coal Ash and Raw or Calcined Natural Pozzolan for Use in Concrete; 2025a.

O. ASTM C685/C685M - Standard Specification for Concrete Made by Volumetric Batching and Continuous Mixing; 2025a.

1.04 SUBMITTALS

A. Product Data: Provide data on joint filler, admixtures, and curing compound.

B. Design Data: Indicate pavement thickness, designed concrete strength, reinforcement, and typical details.

PART 2 PRODUCTS

2.01 FORM MATERIALS

A. Wood, metal, or metal-framed plywood form material, profiled to suit conditions.

B. Use flexible or uniformly curved forms for curces with a radius of 100 feet or less. Do not use notched or bent forms.

2.02 CONCRETE MATERIALS

A. Obtain cementitious materials from same source throughout.

B. Concrete Materials: Provide in accordance with State of Michigan _____ standards.

C. Cement: ASTM C150/C150M, Normal - Type I Portland cement, gray color.

D. Fine and Coarse Mix Aggregates: ASTM C33/C33M.

E. Fly Ash: ASTM C618, Class C or F.

F. Water: Clean, and not detrimental to concrete.

G. Air-Entraining Admixtures: ASTM C260/C260M.

H. Chemical Admixtures: ASTM C494/C494M, Type A - Water Reducing.
   1. Do not use chemicals that will result in soluble chloride ions in excess of 0.1 percent by weight of cement.

2.03 ACCESSORIES

A. Curing Compound: ASTM C309, Type 1, Class B.

2.04 CONCRETE MIX DESIGN

A. Concrete Strength: Establish required average strength for each type of concrete on the basis of field experience or trial mixtures, as specified in ACI SPEC-301.
   1. For trial mixtures method, employ independent testing agency acceptable to Engineer for preparing and reporting proposed mix designs.

B. Admixtures: Add acceptable admixtures as recommended in ACI PRC-211.1 and at rates recommended by manufacturer.

C. Concrete Properties:
   1. Compressive strength, when tested in accordance with ASTM C39/C39M at 28 days; 4,000 psi (_____ MPa).
   2. Fly Ash Content: Maximum 15 percent of cementitious materials by weight.
   3. Water-Cement Ratio: Maximum 45 percent by weight.
   4. Total Air Content: 6 +/- 1 percent, determined in accordance with ASTM C173/C173M.
   5. Maximum Slump: 5 +/- 1 inches (___ mm).
   6. Maximum Aggregate Size: 1 inch (__ mm).

2.05 MIXING

A. On Project Site: Mix in drum type batch mixer, complying with ASTM C685/C685M. Mix each batch not less than 1-1/2 minutes and not more than 5 minutes.

B. Transit Mixers: Comply with ASTM C94/C94M.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify compacted subgrade is acceptable and ready to support paving and imposed loads.

B. Verify gradients and elevations of base are correct.

3.02 SUBBASE

A. See Section 32 11 20 for construction of base course for work of this Section.

3.03 PREPARATION

A. Moisten base to minimize absorption of water from fresh concrete.

B. Notify Engineer minimum 24 hours prior to commencement of concreting operations.

3.04 FORMING

A. Place and secure forms to correct location, dimension, profile, and gradient.

B. Place joint filler vertical in position, in straight lines. Secure to formwork during concrete placement.

3.05 COLD AND HOT WEATHER CONCRETING

A. Follow recommendations of ACI PRC-305 when concreting during hot weather.

B. Follow recommendations of ACI PRC-306 when concreting during cold weather.

C. Do not place concrete when base surface temperature is less than 40 degrees F (4 degrees C), or surface is wet or frozen.

3.06 PLACING CONCRETE

A. Place concrete in accordance with ACI PRC-304.

B. Do not place concrete when base surface is wet.

C. Ensure reinforcement, inserts, embedded parts, formed joints and ____ are not disturbed during concrete placement.

D. Place concrete continuously over the full width of the panel and between predetermined construction joints. Do not break or interrupt successive pours such that cold joints occur.

3.07 JOINTS

A. Align joints with adjacent surfaces.

B. Place 3/8 inch (10 mm) wide expansion joints at plan indicated intervals and to separate paving from vertical surfaces and other components and in pattern indicated.
   1. Form joints with joint filler extending from bottom of pavement to within 1/2 inch (13 mm) of finished surface.

C. Saw cut contraction joints 3/16 inch (5 mm) wide at an optimum time after finishing. Cut 1/3 into depth of slab.

3.08 FINISHING

A. Area Paving: Light broom, texture perpendicular to pavement direction.

B. Place curing compound on exposed concrete surfaces immediately after finishing. Apply in accordance with manufacturer's instructions.

3.09 TOLERANCES

A. Maximum Variation of Surface Flatness: 1/4 inch (6 mm) in 10 ft (3 m).

B. Maximum Variation From True Position: 1/4 inch (6 mm).

3.10 FIELD QUALITY CONTROL

A. Compressive Strength Tests: ASTM C39/C39M; for each test, mold and cure three concrete test cylinders. Obtain test samples for every 100 cu yd (76 cu m) or less of each class of concrete placed.
   1. Take one additional test cylinder during cold weather concreting, cured on job site under same conditions as concrete it represents.
   2. Perform one slump test for each set of test cylinders taken.

3.11 PROTECTION

A. Immediately after placement, protect pavement from premature drying, excessive hot or cold temperatures, and mechanical injury.

B. Do not permit vehicular traffic over pavement until 75 percent design strength of concrete has been achieved.

END OF SECTION

SECTION 32 17 23
PAVEMENT MARKINGS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Painted pavement markings.

1.02 RELATED REQUIREMENTS

A. Section 32 12 16 - Asphalt Paving.

B. Section 32 13 13 - Concrete Paving.

1.03 REFERENCE STANDARDS

A. AASHTO M 237 - Standard Specification for Epoxy Resin Adhesives for Bonding Traffic Markers to Hardened Portland Cement and Asphalt Concrete; 2024.

B. AASHTO M 247 - Standard Specification for Glass Beads Used in Pavement Markings; 2026.

C. AASHTO M 249 - Standard Specification for White and Yellow Reflective Thermoplastic Striping Material (Solid Form); 2012 (Reapproved 2020).

D. AASHTO MP 24 - Standard Specification for Waterborne White and Yellow Traffic Paints; 2015 (Reapproved 2020).

E. ASTM D4505 - Standard Specification for Preformed Retroreflective Pavement Marking Tape for Extended Service Life; 2012 (Reapproved 2022).

F. ASTM E303 - Standard Test Method for Measuring Surface Frictional Properties Using the British Pendulum Tester; 2022.

G. FHWA MUTCD - Manual on Uniform Traffic Control Devices; 2023, with Editorial Revision (2025).

1.04 SUBMITTALS

A. See Section 01 30 00 - Administrative Requirements for submittal procedures.

B. Product Data: Manufacturer's data sheets on each product to be used.

C. Certificates: Submit for each batch stating compliance with specified requirements.
   1. Painted pavement markings.
   2. Raised pavement markings.
   3. Plastic pavement markings.

D. Manufacturer's Instructions:
   1. Preparation instructions and recommendations.
   2. Storage and handling requirements and recommendations.
   3. Installation methods.

1.05 FIELD CONDITIONS

A. Do not install products under environmental conditions outside manufacturer's absolute limits.

1.06 SEQUENCING

A. Allow new pavement surfaces to cure for a period of not less than 14 days before application of markings.

PART 2 PRODUCTS

2.01 PAINTED PAVEMENT MARKINGS

A. Comply with State of Michigan Department of Transportation ____ standards.

B. Painted Pavement Markings: As indicated on drawings.
   1. Marking Paint: In accordance with AASHTO MP 24. Latex, waterborne emulsion, lead and chromate free, ready mixed, complying with FS TT-P1952, Type II, with drying time less than 45 minutes.

a. Parking Lots: White.
b. Symbols and Text: White.
c. Wheelchair Symbols: Provide blue and white.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verification of Conditions: Verify that pavement is dry and ready for installation.

B. Notify Engineer of unsatisfactory conditions before proceeding.

3.02 PREPARATION

A. Clean surfaces prior to installation.
1. Remove dust, dirt, and other debris.
2. Remove rubber deposits, existing paint markings, and other coatings.

B. Apply paint stencils by type and color at necessary intervals.

3.03 INSTALLATION

A. General:
1. Position pavement markings as indicated on drawings.
2. Field location adjustments require approval of Engineer.

B. Painted Pavement Markings:
1. Apply in accordance with manufacturer's instructions.
2. Apply in accordance with State of Michigan Department of Transportation ____ standards.
3. Marking Paint: Apply uniformly, with sharp edges.
a. Applications: Two coats.
b. Wet Film Thickness: 0.015 inch (0.4 mm), minimum.
c. Stencils: Lay flat against pavement, align with striping, remove after application.

3.04 FIELD QUALITY CONTROL

A. Perform field inspection for deviations from true alignment or material irregularities.

B. If inspections indicate work does not meet specified requirements, rework and reinspect at no cost to Owner.

3.05 PROTECTION

A. Prevent approaching traffic from crossing newly applied pavement markings.

B. Replace damaged or removed markings at no additional cost to Owner.

END OF SECTION

SECTION 32 92 19
SEEDING

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Preparation of subsoil.

B. Placing topsoil.

C. Hydroseeding, mulching and fertilizer.

D. Maintenance.

1.02 RELATED REQUIREMENTS

A. Section 31 22 00 - Grading.

1.03 REFERENCE STANDARDS

A. ASTM D5268 - Standard Specification for Topsoil Used for Landscaping and Construction Purposes; 2023.

B. ASTM D7322/D7322M - Standard Test Method for Determination of Erosion Control Product (ECP) Ability to Encourage Seed Germination and Plant Growth Under Bench-Scale Conditions; 2023.

1.04 DEFINITIONS

A. Weeds: Include Dandelion, Jimsonweed, Quackgrass, Horsetail, Morning Glory, Rush Grass, Mustard, Lambsquarter, Chickweed, Cress, Crabgrass, Canadian Thistle, Nutgrass, Poison Oak, Blackberry, Tansy Ragwort, Bermuda Grass, Johnson Grass, Poison Ivy, Nut Sedge, Nimble Will, Bindweed, Bent Grass, Wild Garlic, Perennial Sorrel, and Brome Grass.

1.05 SUBMITTALS

A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.

B. Certificate: Certification of each seed mixture for turfgrass sod.

C. Product certificates.

1.06 DELIVERY, STORAGE, AND HANDLING

A. Deliver grass seed mixture in sealed containers. Seed in damaged packaging is not acceptable. Deliver seed mixture in containers showing percentage of seed mix, year of production, net weight, date of packaging, and location of packaging.

B. Deliver fertilizer in waterproof bags showing weight, chemical analysis, and name of manufacturer.

PART 2 PRODUCTS

2.01 SEED MIXTURE

A. Seed Mixture:
   1. Merit Kentucky Blue Grass: 25 percent, minimum purity 90%, germination 80%
   2. Touchdown Kentucky Blue Grass: 20 percent, minimum purity 90%, germination 80%
   3. Creeping Red Fescue Grass: 35 percent, minimum purity 95%, germination 80%
   4. Pennfine Perennial Rye: 20 percent, minimum purity 95%, germination 80%

B. Regulatory Requirements:
   1. Comply with regulatory agencies for fertilizer and herbicide composition.
   2. Provide certificate of compliance from authority having jurisdiction indicating approval of seed mixture.

2.02 SOIL MATERIALS

A. Topsoil: Excavated from site and free of weeds.

2.03 ACCESSORIES

A. Fertilizer: Recommended for grass, slow release nitrogen, biological materials, and biostimulant materials; of proportion necessary to eliminate deficiencies of topsoil.
   1. Manufacturers:

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that prepared soil base is ready to receive the work of this Section.

3.02 PREPARATION

A. Prepare subgrade in accordance with Section 31 22 00.

B. Place topsoil in accordance with Section 32 91 19.

3.03 FERTILIZING

A. Apply fertilizer in accordance with manufacturer's instructions.

B. Apply after smooth raking of topsoil and prior to roller compaction.

C. Do not apply fertilizer at same time or with same machine as will be used to apply seed.

D. Mix thoroughly into upper 2 inches (50 mm) of topsoil.

E. Lightly water to aid the dissipation of fertilizer.

3.04 SEEDING

A. Apply seed per manufacturer's recommendations, evenly in two intersecting directions. Rake in lightly.

B. Do not seed areas in excess of that which can be mulched on same day.

C. Do not sow immediately following rain, when ground is too dry, or during windy periods.

D. Immediately following seeding and compacting, apply mulch to a thickness of 1/8 inches (3 mm). Maintain clear of shrubs and trees.

E. Apply water with a fine spray immediately after each area has been mulched. Saturate to 4 inches (100 mm) of soil.

F. Following germination, immediately re-seed areas without germinated seeds that are larger than 4 by 4 inches (100 by 100 mm).

3.05 HYDROSEEDING

A. Apply seeded slurry with a hydraulic seeder per manufacturer's recommendations evenly in two intersecting directions.

B. Do not hydroseed area in excess of that which can be mulched on same day.

C. Immediately following seeding, apply mulch to a thickness of 1/8 inches (3 mm). Maintain clear of shrubs and trees.

D. Apply water with a fine spray immediately after each area has been mulched. Saturate to 4 inches (100 mm) of soil.

E. Following germination, immediately re-seed areas without germinated seeds that are larger than 4 by 4 inches (100 by 100 mm).

3.06 MAINTENANCE

A. Provide one 25 pound bag of specified lawn seed at no extra cost to Owner.

B. Maintain turf in manner required to produce healthy turf, uniform in color and leaf texture, and free from weeds and other undesirable growth.
   1. Grass Density - Lawns: 20 plants per sq ft (200 plants per sq m), minimum.
   2. Bare Spots - Lawns: 2 percent of total area, maximum; 6 inches (150 mm) square, maximum.

3. Keep turf relatively free of thatch, woody plant roots, diseases, nematodes, soil-borne insects, stones larger than 1 inch (25 mm) in diameter, and other materials detrimental to grass growth.
4. Limit broadleaf weeds and patches of foreign grass to maximum of 2 percent of total area.

C. Reseeding: Comply with requirements of this section.

END OF SECTION

SECTION 33 14 16
SITE WATER UTILITY DISTRIBUTION PIPING

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Water pipe.

B. Water pipe laterals.

C. Pipe valves.

D. Fire hydrants.

E. Backflow preventers - reduced pressure principle assemblies.

F. Backflow preventers - double check-valve assemblies.

1.02 RELATED REQUIREMENTS

A. Section 21 11 00 - Facility Fire-Suppression Water-Service Piping.

B. Section 31 23 16.13 - Trenching: Excavating, bedding, and backfilling.

C. Section 33 01 10.58 - Disinfection of Water Utility Piping Systems: Disinfection of site service utility water piping.

1.03 REFERENCE STANDARDS

A. ASME B16.18 - Cast Copper Alloy Solder Joint Pressure Fittings; 2021.

B. ASME B16.22 - Wrought Copper and Copper Alloy Solder-Joint Pressure Fittings; 2021.

C. ASSE 1060 - Performance Requirements for Outdoor Enclosures for Fluid Conveying Components; 2017 (Reaffirmed 2025).

D. ASTM B88 - Standard Specification for Seamless Copper Water Tube; 2022.

E. ASTM F1807 - Standard Specification for Metal Insert Fittings Utilizing a Copper Crimp Ring, or Alternate Stainless Steel Clamps, for SDR9 Cross-Linked Polyethylene (PEX) Tubing and SDR9 Polyethylene of Raised Temperature (PE-RT) Tubing; 2026.

F. ASTM F1960 - Standard Specification for Cold Expansion Fittings with PEX Reinforcing Rings for Use with Cross-Linked Polyethylene (PEX) and Polyethylene of Raised Temperature (PE-RT) Tubing; 2024.

G. ASTM F2080 - Standard Specification for Cold-Expansion Fittings with Metal Compression-Sleeves for Crosslinked Polyethylene (PEX) Pipe and SDR9 Polyethylene of Raised Temperature (PE-RT) Pipe; 2023.

H. AWS A5.8M/A5.8 - Specification for Filler Metals for Brazing and Braze Welding; 2026.

I. AWWA C502 - Dry-Barrel Fire Hydrants; 2024.

J. AWWA C800 - Underground Service Line Valves and Fittings; 2025.

K. AWWA C901 - Polyethylene (PE) Pressure Pipe, Tubing, and Fittings, 3/4 In. (19 mm) Through 3 In. (76 mm), for Water Service; 2025.

L. AWWA C906 - Polyethylene (PE) Pressure Pipe and Fittings, 4 In. (100 mm) Through 65 in (1,650 mm), for Waterworks

M. AWWA C904 - Cross-Linked Polyethylene (PEX) Pressure Tubing, ½ In. (13 mm) Through 3 In. (76 mm), for Water Service; 2022 .

N. NSF 61 - Drinking Water System Components - Health Effects; 2025, with Addendum

O. UL 246 - Hydrants for Fire-Protection Service; Current Edition, Including All Revisions.

1.04 SUBMITTALS

A. Product Data: Provide data on pipe materials, pipe fittings, valves and accessories.

B. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.

C. Project Record Documents: Record actual locations of piping mains, valves, connections, thrust restraints, and invert elevations. Identify and describe unexpected variations to subsoil conditions or discovery of uncharted utilities.

1.05 QUALITY ASSURANCE

A. Perform Work in accordance with utility company requirements.

1.06 DELIVERY, STORAGE, AND HANDLING

A. Deliver and store valves in shipping containers with labeling in place.

PART 2 PRODUCTS

2.01 WATER PIPE

A. Polyethylene Pipe: AWWA C901:
   1. Fittings: AWWA C901, molded or fabricated.
   2. Joints: Compression.
   3. Joints: Fusion welded butt joints for directional drilling operations.

B. Trace Wire: Magnetic detectable conductor, clear plastic covering, imprinted with "Water Service" in large letters.

2.02 WATER PIPE LATERALS

A. Copper Tubing: ASTM B88, Type K, Annealed:
   1. Fittings: ASME B16.18, cast copper, or ASME B16.22, wrought copper.
   2. Joints: Compression connection or AWS A5.8M/A5.8, BCuP silver braze.

B. Crosslinked Polyethylene Tubing: AWWA C904.
   1. Fittings: AWWA C800, insert-stiffener type.
   2. Joints: Cold expansion fittings with PEX reinforcing rings, complying with ASTM F1960

2.03 VALVES

A. Valves: Manufacturer's name and pressure rating marked on valve body.

B. Gate Valves Up To 12 Inches (75 mm):
   1. Manufacturers:
      a. EJ; 8560 Series, Screw Type 4-piece wit #4 Bases or approved equal.: www.ejco.com/#sle.

2.04 HYDRANTS

A. Hydrants: AWWA C502, UL 246, dry barrel type.
   1. Manufacturers:
      a. EJ; 5 BR: Operating nuts and cap nuts shall be 7/8" square. Hydrants shall open to the right.

B. Hose and Streamer Connection: Match sizes with utility company, two 2.5" hose nozzles , one pumper nozzle at 4.5".

C. Finish: Primer and two coats of enamel in color Safety Red B66R38 as required by utility company.

2.05 BACKFLOW PREVENTERS - DOUBLE CHECK-VALVE ASSEMBLIES

A. Manufacturers:
   1. See plan detail..

2.06 BEDDING AND COVER MATERIALS

A. Bedding: As specified in Section 31 23 16.13.

B. Cover: As specified in Section 31 23 16.13.

2.07 ACCESSORIES

A. Outdoor Backflow Enclosures:

1. Insulated Enclosure with Heat Source for Freeze Protection:
    a. Manufacturers:
        1) See plan detail, Hotbox: HA040118058 HB8N.
    b. Description: Insulated and heated enclosure to protect aboveground piping, specialties, and equipment from vandalism, damage, weather, and freezing.
    c. Comply with ASSE 1060, Class I.
    d. Construction:
        1) Enclosure Envelope: Insulated, reinforced fiberglass or aluminum.
        2) Access doors with locking devices.
        3) Anchors for attaching enclosure to concrete base.
    e. Heating System:
        1) Provide electric heat tracing or electric space heater including temperature controls.
        2) Electric Heat Tracing: Provide capacity to maintain water temperature at or above 40 degrees F (4 degrees C) when outdoor design temperature is minus 30 degrees F (minus 34 degrees C).
        3) Electric Space Heater: Provide capacity to maintain internal space temperature at or above 40 degrees F (4 degrees C) when outdoor design temperature is minus 30 degrees F (minus 34 degrees C).

B. Underground Warning Tape:
    1. Material: Polyethylene tape suitable for direct burial.
    2. Detectable Tape for Open Trench Applications: 3 inches (80 mm) wide, with minimum thickness of 5 mils, 0.005 inch (0.12 mm); provide integral foil core or tracer wire for detection by locator.
    3. Detectable Tape for Directional Drilling Applications: 4 inches (100 mm) wide, with minimum thickness of 10 mils, 0.01 inch (0.25 mm); provide integral tracer wire for detection by locator.
        a. Core Material Break Strength: 2,000 lbf (_____ kN), minimum.
        b. Tracer Wire: 10, minimum; copper-clad steel.
    4. Legend: Type of service, continuously repeated over full length of tape.
    5. Color: White text on blue background.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that building service connection and municipal utility water main size, location, and invert are as indicated.

3.02 PREPARATION

A. Cut pipe ends square, ream pipe and tube ends to full pipe diameter, remove burrs.

B. Remove scale and dirt on inside and outside before assembly.

C. Prepare pipe connections to equipment with flanges or unions.

3.03 TRENCHING

A. See the sections on excavation and fill for additional requirements.

B. Backfill around sides and to top of pipe with cover fill, tamp in place and compact, then complete backfilling.

3.04 INSTALLATION - PIPE

A. Maintain separation of water main from sewer piping in accordance with the Ten State Standards code.

B. Establish elevations of buried piping to ensure not less than 5 feet (_____ m) of cover.

C. Install crosslinked polyethylene tubing and fittings to AWWA C904.

D. Route pipe in straight line.

E. Install pipe to allow for expansion and contraction without stressing pipe or joints.

F. Install trace wire 6 inches (150 mm) above top of pipe; coordinate with Section 31 23 16.13.

3.05 INSTALLATION - DIRECTIONAL DRILLING

A.

B. The Contractor shall prepare the entrance and exit locations and provide adequate supplies of drilling fluid, dewatering equipment, drill rods, and boring equipment to ensure a continuous operation when drilling begins.

C. The Contractor shall be responsible for any sheeting and soring, dewatering with well points where necessary and determining types of subsurface materials which may be found, and determingin their effect on subsequent construction operations.

D. Installation shall consist of drilling or jacking a steerable rod with equipment capable of continuous, accurate monitoring of the drill bit location. Upon reaching the exit point, the Contractor shall attacahed a cone or wing futter to the rod whihc, when pulled back, will obtain the required diameter.
   1. Each joint fusion shall be recorded and loggest by an electronic monitoring device (data logger) affixed to the fusion machine. Joint fusion data shall be submitted to the engineer.

E. The diameter of the cone or wing cutter shall not exceed the diameter of the HDPE pipe by more than 1.5 times. When the diameter of the cone or wing cutter is more than 2 inches larger than the pipe diameter, flowable fill shall be pumped into the void between the pipe and the drill hole to diplace the drilling fluid.

F. The HDPE pipe shall be connected to the rods per manufacturer's specifications to be pulled back through the hole.

G. Connections to HDPE pipe shall not be made until it has reached an equilibrium temperature with its surrounding environment.

H. Restrained connections to conventional ductile iron water main, valves, or appurtenances shall be made using a mechanical joint adaptor with a stainless steel stiffener inserted.

I. Connections of HDPE pipe to existing water mains shall consist of a full-circle Flex Restraint Collar fused to the HDPE pipe embedded in a 30-inch x 30-inch concrete thrust block poured to undisturbed earch placed a maximum of 5-feet from the connection point.

J. HDPE pipe shall be properly aligned at all transitions to conventional ductile iron pipe.

K. After completion of each run, the HDPE pipe shall be dhyrostatically tested by the Contractor after it has reached equilibrium temperature with the surrounding environment and prior to connections with conventional ductile iron pipe.

3.06 INSTALLATION - VALVES, HYDRANTS, BACKFLOW PREVENTERS

A. Set valves on solid bearing.

B. Center and plumb valve box over valve. Set box cover flush with finished grade.

C. Set hydrants plumb; locate pumper nozzle perpendicular to and facing roadway.

D. Set hydrants to grade, with nozzles at least 18 inches (____ mm) above ground.

E. Locate control valve 36 inches (____ mm) away from hydrant.

F. Install backflow preventers in accordance with plan details requirements of local water utility and local authority having jurisdiction.

3.07 FIELD QUALITY CONTROL

A. See Section 01 40 00 - Quality Requirements, for additional requirements.

B. Pressure test water piping per AWWA C906 to not less than one-and-one half times working pressure for two hours. Increase pressure in 50-psi increments and inspect each joint between

increments. Hold at test pressure for 1 hour; decrease to 0 psi. Slowly increase again to test pressure and hold for 1 more hour. Maximum allowable leakage is 2 quarts per hour per 100 joints. Remake leaking joints with new materials and repeat test until leakage is within allowed limits.

C. If tests indicate Work does not meet specified requirements, remove Work, replace and retest at no cost to Owner.

END OF SECTION

SECTION 33 31 13
SITE SANITARY SEWERAGE GRAVITY PIPING

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Sanitary sewerage drainage piping, fittings, and accessories.

B. Connection of building sanitary drainage system to municipal sewers.

1.02 RELATED REQUIREMENTS

A. Section 31 23 16 - Excavation: Excavating of trenches.

B. Section 31 23 16.13 - Trenching: Excavating, bedding, and backfilling.

C. Section 31 23 23 - Fill: Bedding and backfilling.

D. Section 33 05 61 - Concrete Manholes.

1.03 DEFINITIONS

1.04 REFERENCE STANDARDS

A. ASTM D2321 - Standard Practice for Underground Installation of Thermoplastic Pipe for Sewers and Other Gravity-Flow Applications; 2026.

B. ASTM D3034 - Standard Specification for Type PSM Poly(Vinyl Chloride) (PVC) Sewer Pipe and Fittings; 2024, with Editorial Revision (2025).

1.05 SUBMITTALS

A. Product Data: Provide data indicating pipe, pipe accessories, and manholes.

B. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.

C. Project Record Documents:
   1. Record location of pipe runs, connections, manholes, cleanouts, and invert elevations.

PART 2 PRODUCTS

2.01 SEWER PIPE MATERIALS

A. Provide products that comply with the City of Bay City Sanitary Sewer Specification and the City of Bay City Water and Sewer Division Rules and Regulations..

B. Plastic Pipe: ASTM D3034, Type PSM, Poly(Vinyl Chloride) (PVC) material; SDR 26 wall thickness, bell and spigot style solvent sealed joint end.

C. Fittings: Same material as pipe molded or formed to suit pipe size and end design, in required tee, bends, elbows, cleanouts, reducers, traps and other configurations required.

2.02 MANHOLE

A. Frame and Cover: Cast iron construction
   1. Description: East Jordan Company, 1040-WT heavy duty or Engineer approved equal. Include indented top design with lettering cast into cover, using wording equivalent to "SANITARY SEWER.".
   2. Material: ASTM A 48, Class No. 30, gray iron unless otherwise indicated.

B. Shaft Construction and Concentric Cone Top Section: Reinforced precast Concrete pipe sections, lipped male/female dry joints, cast steel ladder rungs into shaft sections at 15 inches (____ mm); nominal shaft diameter of 48 inches (1,200 mm).

C. Ballast: Increase thickness of precast concrete sections or add concrete to base section, as required to prevent flotation.

D. Base Section: 8-inch minimum thickness for floor slab and 4-inch minimum thickness for walls and base riser section; with separate base slab or base section with integral floor.

E. Riser Sections: 4-inch minimum thickness, of length to provide depth indicated.

F. Top Section: Eccentric-cone type unless concentric-cone or flat-slab-top type as indicated; with top of cone of size that matches grade rings.

G. Joint Gaskets: ASTM C 443, rubber O-ring gasket. Joints pointed with mortar after installation, both inside and outside of the manhole.

H. Resilient Pipe Connectors: ASTM C 923, cast or fitted into manhole walls, for each pipe connection. Neoprene rubber shall meet ASTM C 443 and have a minimum thickness of 3/8 inch. Pipe clamps shall be of corrosion-resistant steel. Pipe connectors shall be one of the following:
   1. Flexible neoprene rubber boot securely clamped into a core-drilled pipe port. Pipe ports shall be core-drilled at the point of manhole manufacture and shall be accurately located within ½ inch of proposed sewer centerline.
   2. Self-adjusting mechanical pipe to manhole seal providing resilient flexible and infiltration-proof joint.
   3. Flexible rubber wedge firmly secured against a rubber gasket cast into the manhole.
   4. Engineer approved equal.

I. Grade Rings: 2-inch Reinforced-concrete rings, 2-inch minimum and 6-inch maximum height, with diameter matching manhole frame and cover. Install all MH's with grade rings to accommodate future adjustment in elevation.

J. Flow Channel: Construct flow channel the full diameter of the incoming and outgoing pipe with class A concrete.

K. Aggregate Base: Structure shall be placed on a minimum of 4 inches of 21AA limestone bedding.

L. Ground water monitor: In areas where ground water is known to exist and sewer is to be air tested, the Contractor shall install a ½ inch diameter, 10-inch-long pipe nipple through the manhole wall above one of the sewer lines entering the manhole. The pipe nipple shall be capped for use in air testing.

2.03 BEDDING AND COVER MATERIALS

A. Pipe Bedding Material: As specified in Section 31 23 23.

B. Pipe Cover Material: As specified in Section 31 23 23.

PART 3 EXECUTION

3.01 TRENCHING

A. See Section 31 23 16.13 for additional requirements.

B. Backfill around sides and to top of pipe with cover fill, tamp in place and compact, then complete backfilling.

3.02 INSTALLATION - PIPE

A. Install pipe, fittings, and accessories in accordance with manufacturer's instructions. Seal watertight.
   1. Plastic Pipe: Also comply with ASTM D2321.

B. Lay pipe to slope gradients noted on layout drawings; with maximum variation from true slope of 1/8 inch (3 mm) in 10 feet (3 m).

C. Connect to building sanitary sewer outlet and municipal sewer system , through installed sleeves.

3.03 INSTALLATION - CLEANOUTS

A. Form bottom of excavation clean and smooth to correct elevation.

B. Form and place cast-in-place concrete base pad, with provision for sanitary sewer pipe end sections.

C. Establish elevations and pipe inverts for inlets and outlets as indicated.

APPENDIX I

SPECIAL WORKING CONDITIONS

DEPARTMENT OF NATURAL RESOURCES

The Work comprising this Project will be performed at a site of the Department of Natural Resources. The Contractor must comply with all rules and regulations pertaining to such sites and must conform to the following rules:

1. The Contractor must provide a competent Superintendent satisfactory to the Department of Natural Resources on the work site at all times during working hours with full authority to act for him. It must be the Contractor's responsibility to furnish the Department of Natural Resources with the name, address, and telephone number of the responsible person to contact for Emergency during after hour, weekend, and holiday periods.

2. Access to and egress from the site must be via routes specifically designated by the Department of Natural Resources authorized representative.

3. All work will be coordinated so as to minimally interfere with the normal function of the boating access site which will be open and operational between the spring opening and fall closing. Specifically,

3.1 No Work must be performed at the site on Saturdays, Sundays, holidays or during night hours without the written permission from the Department of Natural Resources; and

4. Areas on the site for employee parking, toolboxes, material lay down, etc., must be assigned by the Department of Natural Resources. All firearms, weapons, alcoholic beverages, or explosives must be removed from vehicles before entering the site.

5. Heavy equipment such as bulldozers and power shovels must be locked or immobilized in an acceptable manner when not in use. No tools, small pipe, copper, or wire must remain on the site overnight, unless acceptably locked inside shanties or tool chests. There will be no exchange, loaning or borrowing of tools, equipment or manpower between the Department of Natural Resources and the Contractor.

6. The Contractor must comply with the special condition requirements of the Department of Natural Resources and the United States Army Corps of Engineers Permit Sections appended to these specifications.

7. Work Schedule: January 2026 – June 2027

APPENDIX II

SPECIAL PROJECT PROCEDURES

SOIL EROSION AND SEDIMENTATION CONTROL PROJECT PROCEDURES FOR CONTRACTORS ON DTMB OWNED AND MANAGED PROPERTIES

1. Comply with Part 91, Soil Erosion and Sedimentation Control of the Natural Resources and Environmental Protection Act 1994 PA 451, as amended.

2. Contact the DTMB, SFA, Design and Construction Division to discuss the implementation of soil erosion and sedimentation control (SESC) on the Project with DTMB SESC Officer. Phone **(517) 388-3045** or Email DTMB-SESC@michigan.gov.

3. Following the award of a contract, the Contractor will be required to prepare and issue for approval an SESC Implementation Plan, which indicates the Contractor's intended implementation of SESC on the project including a schedule and sequence. The Environmental Health and Safety Section, upon approval of the implementation plan, will issue to the Contractor an "Authorization to Proceed with Earth Change" document, which is to be posted at the job site. This document is issued in lieu of a permit from the county. Earthwork shall not begin prior to the issuance of this Authorization. Upon receipt of the Authorization document, the Contractor may begin earth change activities.

4. See below the "Checklist for Contractor's SESC Implementation Plan" for details of the required information necessary for the Contractor to create the SESC Implementation Plan. The intent of this plan is to ensure that the Contractor has reviewed and understands the SESC provisions within the plans and specifications.

5. CHECKLIST FOR CONTRACTOR'S SOIL EROSION AND SEDIMENTATION CONTROL IMPLEMENTATION PLAN (For projects that include earth changes or disturb existing vegetation):

DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
STATE FACILITIES ADMINISTRATION, DESIGN AND CONSTRUCTION DIVISION
SOIL EROSION AND SEDIMENTATION CONTROL PROGRAM
P.O. Box 30026, Lansing, Michigan 48909

PROJECT TITLE: BAY CITY STATE PARK CAMPGROUND IMPROVEMENTS
PROJECT LOCATION: 3582 STATE PARK DRIVE, BAY CITY, MI 48706
PROJECT FILE NUMBER: 751/22413.CTS
INDEX NUMBER:

Prior to the start of earthwork, the Contractor must submit a Soil Erosion and Sedimentation Control (SESC) Implementation Plan to the Michigan Department of Technology, Management and Budget, Soil Erosion and Sedimentation Control Program. The intent of this plan is to ensure that the Contractor has reviewed and understands the SESC provisions within the plans and specifications. The following checklist will provide Contractors with assistance in creating the SESC Implementation Plan.

The SESC Implementation Plan must include:

1. ☐ A written plan or letter demonstrating:
   - ☐ The Contractor's means and methods for the implementation of SESC provisions included within the plans and specifications and compliance with the provisions of Part 91 of PA 451 of 1994, as amended.
   - ☐ The Contractor's plan for dust control.
   - ☐ The Contractor's plan for inspection and maintenance of temporary SESCs.

2. ☐ A map, location plan, drawing, or amended copy of the Project SESC or grading plan showing:
   - ☐ The locations of any stockpiles of soil associated with the Project
   - ☐ The temporary SESC controls associated with stockpiles of soil
   - ☐ The Contractor's suggested or proposed additions or relocations of any temporary or permanent SESCs. associated with the Project plans and specifications (subject to approval by Engineer and DTMB)
   - ☐ Location of site entrances, exits and vehicle routes
   - ☐ Location of site superintendent's/project manager's site trailer or office (for SESC Inspector check-in)

3. ☐ A schedule for the installation and removal of temporary controls and the installation of permanent soil erosion and sedimentation controls in relation to the overall construction schedule.

Submit the above items to the above address.

Upon approval of the Contractor's plan, an "Authorization to Proceed with Earth Change" will be issued by DTMB, Design and Construction Division

DEMOLITION/REMODELING PROJECT PROCEDURES

Furnish all equipment, materials, labor, and services necessary to complete all building demolition required in connection with the existing building, in order to permit the installation of new Work. The goal of the Owner is to generate the least amount of waste or debris possible. However, inevitable waste and debris that are generated shall be reused, salvaged, or recycled, and disposal in landfills shall be minimized to the extent economically feasible. The Contractor will be required to prepare waste management plan for the collection, handling, storage, transportation, and disposal of the waste generated at the construction site for the Owner's review and approval. The Contractor will be required to produce waste management progress reports.

1. Locations: Notations are made in various places on the Drawings to call attention to building demolition which is required; however, these Drawings are not intended to show each and every item to be removed. The Contractor and the Subcontractors for the various trades must remove the materials related to their respective trades as required to permit the construction of the new Work as shown.

2. Permits: The Contractor must secure from the appropriate agencies all required permits necessary for proper execution of the work before starting work on the project site. All fees for securing the permits must be paid by the Contractor, including all inspection costs which may be legally assessed by the Bureau of Construction Codes in accordance with the authority granted under the Public Act 1980 PA 371, as amended.

3. Enclosures: Where it is necessary to make alterations to walls, floors or roof of the existing building, the Contractor must provide and maintain dustproof partitions to separate the parts where Work is being done from the adjoining parts occupied by the State Agency. Where any parts are opened and exposed to the elements, the Contractor must provide weather tight enclosures to fully protect the structure and its contents.

4. Waste Management Plan: The management plan must address waste source identification and separation, returns, reuse and salvage, recycling, landfill options, alternatives to landfilling, materials handling procedures and transportation.

5. Preparation: Protect all existing Work that is to remain and restore in an approved manner any such Work that becomes damaged.

   5.1 Rubbish and debris resulting from the Work must be removed immediately from the site by the Contractor. However, any recyclable materials must be recycled; the Contractor will be required to use alternatives to landfills for waste disposal such as reuse or recycle of asphalt, bricks, concrete, masonry, plastics, paint, glass, carpet, metals, wood, drywall, insulation, and any other waste materials to the extent practical.

   5.2 Unless otherwise specified, the Agency will remove existing furniture, drapery tracks, draperies, window blinds, and other equipment items, which might interfere with the new construction.

6. Coordination: Demolition work, in connection with any new unit of Work, must not be commenced until all new materials required for completion of that new item of Work are at hand.

7. Waste Management Plan Progress Reports: Submit an updated report with the payment requests. The progress reports shall include:
   a. The amount of waste sent to a landfill, tipping fees paid and the total disposal cost. Include supporting documents such as manifests, weight tickets, receipts and/or invoices.

   b. Records for each material recycled/reused/salvaged from the project including the amount, date removed from the job site, final destination, transportation cost, recycled materials, and the net cost/ savings.

   c. Breakdown of waste by type generated to date.

   d. Recycling/salvage/landfill rates.

   e. Percent of waste recycled/salvaged to date.

HAZARDOUS MATERIALS PROJECT PROCEDURES

1. The Contractor must use, handle, store, dispose of, process, transport and transfer any material considered a Hazardous Material in accordance with all federal, state, and local Laws. If the Contractor encounters material reasonably believed to be a Hazardous Material and which may present a substantial danger, the Contractor must immediately stop all affected work, give written notice to the Owner of the conditions encountered, and take appropriate health and safety precautions.

2. This project has been identified by the DTMB-SFA as having a **NO** Hazardous Waste materials to be legally removed from the Project job site in order to complete the Work as described in the Proposal And Contract. If removal of friable asbestos material is required, the Contractor must contact the Air Quality Division, Department of Environment, Great Lakes, and Energy, at **(5I7) 284-6773**, for a permit and furnish all training, labor, materials, services, insurance, and equipment necessary to carry out the removal operations of all Hazardous Materials from the Project job site, as identified by the Scope of Work, or encountered on the Project job site, in accordance with State and Federal Hazardous Waste Codes. A Contract Change Order will be written to modify the existing Contract to pay for the additional cost.

3. Environmental Hazards (air, water, land and liquid industrial) are handled by the Waste and Hazardous Materials Division, Michigan Department of Environment, Great Lakes, and Energy (EGLE) in carrying out the requirements of the Federal Environmental Protection Agency (EPA). For general information and/or a copy of the latest regulations and publications call (517) 335-2690.

4. The Michigan Occupational Safety and Health Administration (MIOSHA) provides protection and regulations for the safety and health of workers. The Department of Licensing and Regulatory Affairs provides for the safety of workers. The Department of Health & Human Services provides for the health of workers (517/373-3740) (TDD 517/373-3573).

   4.1 Contractor must post any applicable State and/or Federal government regulations at the job site in a prominent location.

   4.2 Contractor must be responsible for training their workers in safe work practices and in proper removal methods when coming in contact with hazardous chemicals.

5. Applicable Regulations:

   5.1 Natural Resources and Environmental Protection Act – PA 451 of 1994, as amended, including Part 111 – Hazardous Waste Management, Part 121 – Liquid Industrial Waste and Part 147 – PCB compounds.

   5.2 RCRA, 1976 - Resource Conservation and Recovery Act: This federal statute regulates generation, transportation, treatment, storage, or disposal of hazardous wastes nationally.

   5.3 TSCA, 1979 – Toxic Substances Control Act: This statute regulates the generation, transportation, storage, and disposal of industrial chemicals such as PCBs.

6. Definitions: Hazardous substances are ignitable, corrosive, reactive, and/or toxic, based on their chemical characteristics.

   6.1 Under Federal and Michigan Law, a Small Quantity Generator of hazardous waste provides from 220 to less than 2,000 lbs./month or never accumulates 2,200 lbs. or more.

   6.2 A Generator size provider of hazardous waste provides 2,200 lbs. or more/month or accumulates above 2,200 lbs.

7. Disposals: To use an off-site hazardous waste disposal facility, the Contractor must use the Uniform Hazardous Waste Manifest (shipping paper). Small quantities of hazardous waste may not be disposed of in sanitary landfills used for solid waste.

8. Federal, state, and local Laws and regulations may apply to the storage, handling and disposal of Hazardous Materials and wastes at each State Agency. Contact the **Environmental Assistance Center** of the Michigan Department of Environment, Great Lakes, and Energy (EGLE) at **1-800-662-9278**, Fax to: 517-241-0673 or e-mail to: DEQ-EAD-env-assist@michigan.gov for general EGLE information including direct and referral assistance on air, water and wetlands permits; contaminated site clean-ups; underground storage tank removals and remediation; hazardous and solid waste disposal; pollution prevention and recycling; and compliance-related assistance. The Center provides businesses, municipalities, and the general public with a single point of access to EGLE's environmental programs.

ASBESTOS ABATEMENT PROJECT PROCEDURES

This Work requires the renovation or demolition of a site feature initially constructed on or prior to 1980. No known or assumed asbestos containing materials (ACM) have been identified in the site features or are anticipated to be removed or disturbed by the Work. If the Contractor encounters a suspected ACM not previously identified, the Contractor must immediately stop all affected work, give written notice to the Owner of the conditions encountered, and take appropriate health and safety precautions. If, after providing Owner notification, the Contractor is directed to sample and/or remove the suspected ACM in question, a Contract Change Order will be written to modify the existing Contract to pay for the additional cost. Any abatement shall be completed in accordance with the requirements of this Section. The Contractor will be required to resubmit the Asbestos Abatement Attestation confirming compliance with item 1 or item 3. Any abatement shall be completed in accordance with the requirements of this Section.

If removal of ACM is required, removal must be completed by a contractor currently licensed to remove asbestos by the State of Michigan, Department of Licensing and Regulatory Affairs (DLARA) Asbestos Program and abatement must be performed in accordance with all federal, state, and local Laws and Regulations. Prior to commencing any asbestos abatement activities, the licensed abatement contractor must submit, as required by Federal, State and Local Laws and Regulations, a “Notification of Intent to Renovate/Demolish” to both the State of Michigan, Department of Environment, Great Lakes, and Energy (EGLE), Air Quality Division and to the DLARA, Asbestos Program, to comply with National Emission Standards for Hazardous Air Pollutants (NESHAP), and the Clean Air Act (CAA). All regulated ACM must be disposed of at an approved Type II (general refuse) landfill and must be in leak-tight wrapping or containers. ACM that is non friable and is not in poor condition or will not become regulated ACM at any time can be disposed of in a Type III (construction debris) landfill.

At the completion of each abatement activity, the Contractor must perform clearance testing in accordance with National Institute for Occupational Safety and Health (NIOSH) 582 “Sampling and Evaluating Airborne Asbestos Dust”. All air samples shall indicate concentrations of less than 0.01 fibers/cc for clearance to be met. Clearance testing shall be performed by a third-party Asbestos Consultant. The Asbestos Consultant selected by the Contractor shall be experienced and knowledgeable about the methods for asbestos air sampling and be able to select representative numbers and locations of samples. It is mandatory that the Asbestos Consultant’s on-site hygienist performing sampling and analysis have certification that he/she has passed a NIOSH 582 or equivalent course.

The NESHAP asbestos regulations, notification form, guidelines and fact sheets are available on EGLE’s web site www.michigan.gov/egle under heading Air; then click on Compliance; then click on Asbestos NESHAP Program. For guidelines on submitting notifications pursuant to the Asbestos Contractors Licensing Act, contact the DLARA, Occupational Health Division, Asbestos Program at (517) 322-1320 or visit DLARA’s web site www.michigan.gov/asbestos.

LEAD ABATEMENT PROJECT PROCEDURES

Lead-Containing Paint materials are NOT known to exist at the project site. Should the Contractor encounter suspected Lead Paint, the Contractor must immediately stop all affected work, give written notice to the Owner of the conditions encountered, and take appropriate health and safety precautions. If, after providing Owner notification, the Contractor is directed to sample and/or remove the suspected lead paint in question, a Contract Change Order will be written to modify the existing Contract to pay for the additional cost. The Contractor shall take all steps necessary to assure that his/her employees, are not exposed to lead at concentrations greater than the Permissible Exposure Limit as per the State of Michigan Department of Licensing and Regulatory Affairs Occupational Health Standards Part 603 “Lead Exposure in Construction”. In addition, the Contractor shall convey this same requirement to all subcontractors that may be under his/her control.

The employer shall comply with the Michigan Lead Abatement Act, as amended, and the Lead Hazard Control rules and must communicate information concerning lead hazards according to the requirements of Michigan Occupational Safety and Health Administration (MIOSHA) Part 603 and the Occupational Safety and Health Administration’s (OSHA's) Hazard Communication Standard for the construction industry, 29 CFR 1926.59, including but not limited to safety equipment (e.g. personal fit-tested and approved respirators and protective clothing), worker rotation (on a short-cycle and regular basis), working practices (e.g. sanding, cutting, grinding, abraded, burning and heat-gun stripping of lead based paint are not allowed), the requirements concerning warning signs and labels, material safety data sheets (MSDS), and employee information and training. Employers shall comply with the requirements of 29 CFR 1926.62(l) - Employee Information and Training.

If lead or materials containing lead will be disturbed as a part of the work to be performed, the Contractor must remove, transport, and dispose of these materials at no additional cost to the Owner and prior to any other work taking place within the immediate vicinity of said material. The Contractor must provide the Owner a minimum 10 working day notification prior to the start of any lead abatement activities with abatement in occupied buildings being completed even if they will be conducted during off hours (nights, weekends, and state holidays). Abatement is defined as an activity specifically designed to permanently remove lead paint, lead-contaminated dust or other lead containing materials, the installation of a permanent enclosure or encapsulation of lead paint or other lead containing materials, the replacement of lead-painted surfaces or fixtures, the removal or covering of lead-contaminated soil, and any preparation, cleanup, disposal, and post-abatement clearance testing associated with these activities. Renovation, remodeling, landscaping, or other activity, that is not designed to permanently eliminate lead paint hazards, but is instead designed to repair, restore, or remodel a structure, or housing unit even though the activity may incidentally result in a reduction or elimination of a lead paint hazard is not considered abatement.

If abatement of lead or materials containing lead is required, abatement must be completed by a qualified Lead Abatement Contractor. In addition, Specifications for the Lead Abatement should be based upon a Lead Inspection/Risk Assessment report. The Lead Inspection/Risk Assessment report and clearance testing upon completion should be performed by a Certified Inspector or Risk Assessor. Lead abatement including clearance testing shall be performed in accordance with the State of Michigan, Lead Abatement Act, Part 54A Lead Abatement and with all other federal, state, and local Laws and Regulations that may apply

For additional information about certifications, guidance, and regulations for lead hazard control activities, visit www.michigan.gov/lead.

APPENDIX III
PREVAILING WAGE RATE SCHEDULES AND FEDERAL PROVISIONS ADDENDUM

Federal Provisions Addendum

This addendum applies to purchases that will be paid for in whole or in part with funds obtained from the federal government. The provisions below are required and the language is not negotiable. If any provision below conflicts with the State's terms and conditions, including any attachments, schedules, or exhibits to the State's Contract, the provisions below take priority to the extent a provision is required by federal law; otherwise, the order of precedence set forth in the Contract applies. Hyperlinks are provided for convenience only; broken hyperlinks will not relieve Contractor from compliance with the law.

1. Equal Employment Opportunity

If this Contract is a "**federally assisted construction contract**" as defined in 41 CFR Part 60-1.3, and except as otherwise may be provided under 41 CFR Part 60, then during performance of this Contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. 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 to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

2. Davis-Bacon Act (Prevailing Wage)

If this Contract is a **prime construction contracts** in excess of $2,000, the Contractor (and its Subcontractors) must comply with the Davis-Bacon Act (40 USC 3141-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”), and during performance of this Contract the Contractor agrees as follows:

(1) All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
(2) Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

(3) Additionally, contractors are required to pay wages not less than once a week.

3. Copeland "Anti-Kickback" Act

If this Contract is a contract for construction or repair work in excess of $2,000 where the Davis-Bacon Act applies, the Contractor must comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"), which prohibits the Contractor and subrecipients from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled, and during performance of this Contract the Contractor agrees as follows:

(1) Contractor. The Contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
(2) Subcontracts. The Contractor or Subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA or the applicable federal awarding agency may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor and Subcontractor as provided in 29 C.F.R. § 5.12.

4. Contract Work Hours and Safety Standards Act

If the Contract is **in excess of $100,000** and **involves the employment of mechanics or laborers**, the Contractor must comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5), as applicable, and during performance of this Contract the Contractor agrees as follows:

(1) Overtime requirements. No Contractor or Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
(3) Withholding for unpaid wages and liquidated damages. The State shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or Subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

5. Rights to Inventions Made Under a Contract or Agreement

If the Contract is funded by a federal "funding agreement" as defined under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

6. Clean Air Act and the Federal Water Pollution Control Act

If this Contract is **in excess of $150,000,** the Contractor must comply with all applicable standards, orders, and regulations issued under the Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control Act (33 USC 1251-1387), and during performance of this Contract the Contractor agrees as follows:

Clean Air Act

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The Contractor agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency or the applicable federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA or the applicable federal awarding agency.

Federal Water Pollution Control Act

1. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The Contractor agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency or the applicable federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA or the applicable federal awarding agency.

7. Debarment and Suspension

A "contract award" (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (51 FR 6370; February 21, 1986) and 12689 (54 FR 34131; August 18, 1989), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(1) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the State. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

8. Byrd Anti-Lobbying Amendment

Contractors who apply or bid for an award of **$100,000 or more** shall file the required certification in Exhibit 1 – Byrd Anti-Lobbying Certification below. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

9. Procurement of Recovered Materials

Under 2 CFR 200.322, Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;

2. Meeting contract performance requirements; or

3. At a reasonable price.

(2) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

(3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

10. Additional FEMA Contract Provisions.

The following provisions apply to purchases that will be paid for in whole or in part with funds obtained from the Federal Emergency Management Agency (FEMA):

(1) Access to Records. The following access to records requirements apply to this contract:

a. The Contractor agrees to provide the State, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

c. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

d. In compliance with the Disaster Recovery Act of 2018, the State and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(2) Changes.

See the provisions regarding modifications or change notice in the Contract Terms.

(3) DHS Seal, Logo, And Flags

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

(4) Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

(5) No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the State, Contractor, or any other party pertaining to any matter resulting from the Contract."

(6) Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

Exhibit 1 - Byrd Anti-Lobbying Certification

Contractor must complete this certification if the purchase will be paid for in whole or in part with funds obtained from the federal government and the purchase is greater than $100,000.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor,_____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

§ 200.322 Domestic Preferences for Procurements

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). This agreement is for services related to a project that is subject to the Build America, Buy America Act (BABAA) requirements. The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

FEDERAL FUNDED CONTRACT REGISTRATION REQUIREMENTS

Each primary contracted contractor with the DTMB must register with the Federal System for Award Management (SAM) must register prior to contract execution. The SAM website is https://sam.gov/content/home. The direct hyperlink for SAM.gov registration is https://sam.gov/content/entity-registration

The Federal government will use a Unique Entity Identifier (UEI) created in SAM.gov as the official subrecipient identifier. All primary contracted contractors with the DTMB will be required to maintain an active registration on SAM.gov. To receive payment, all primary contracted vendors need to have a Unique Entity Identifier (UEI) number and have the UEI entered in their SIGMA account. Information on the UEI and sign up can be obtained at: https://www.gsa.gov/about-us/organization/federal-acquisition-service/fas-initiatives/integrated-award-environment/iae-systems-information-kit/unique-entity-id-is-here

Contractor is to fill in and provide the following documentation for use in SLFRF reporting prior to Contract Execution for use in the reporting requirements:

Contractor's UEI _____

Contractor's Full Legal Name _____

Primary Point-of-Contact Email Address _____

Business Address _____

City Business is located _____

State Business is located _____

US Zip Code + 4 digits _____

"General Decision Number: MI20260001 06/25/2026

State: Michigan

Construction Types: Highway

Counties: Michigan Counties of
Alcona, Alger, Allegan, Alpena, Antrim,
Arenac, Baraga, Barry, Bay, Benzie,
Berrien, Branch, Calhoun, Cass,
Charlevoix, Cheboygan, Chippewa, Clare,
Clinton, Crawford, Delta, Dickinson,
Eaton, Emmet, Genesee, Gladwin, Gogebic,
Grand Traverse, Gratiot, Hillsdale,
Houghton, Huron, Ingham, Ionia, Iosco,
Iron, Isabella, Jackson, Kalamazoo,
Kalkaska, Kent, Keweenaw, Lake, Lapeer,
Leelanau, Lenawee, Livingston, Luce,
Mackinac, Macomb, Manistee, Marquette,
Mason, Mecosta, Menominee, Midland,
Missaukee, Monroe, Montcalm,
Montmorency, Muskegon, Newaygo, Oakland,
Oceana, Ogemaw, Ontonagon, Osceola,
Oscoda, Otsego, Ottawa, Presque Isle,
Roscommon, Saginaw, Sanilac,
Schoolcraft, Shiawassee, St Clair, St

Joseph, Tuscola, Van Buren, Washtenaw,

Wayne and Wexford

Modification Number	Publication Date
1	01/09/2026
2	05/18/2026
3	06/25/2026

CARP0004-004 06/01/2025

	Rates	Fringes
CARPENTER: PILEDRIVER (REMAINDER OF STATE).....	$ 35.57	21.54

CARP0004-005 06/01/2025

	Rates	Fringes
CARPENTER: PILEDRIVER (LIVINGSTON (TOWNSHIPS OF BRIGHTON, DEERFIELD, GENOA, HARTLAND, OCEOLA & TYRONE), MACOMB, MONROE, OAKLAND, SANILAC, ST. CLAIR AND WAYNE COUNTIES).....	$ 41.37	28.69

ELEC0017-005 06/01/2025

	Rates	Fringes
LINE CONSTRUCTION: OPERATOR B (SHALL BE PROFICIENT IN OPERATING ANY 2 OF THE ABOVE MENTIONED PIECES OF EQUIPMENT LISTED UNDER OPERATOR A.)	$ 38.98	20.26
LINE CONSTRUCTION: OPERATOR A (SHALL BE PROFICIENT IN OPERATING ALL POWER EQUIPMENT INCLUDING: BACKHOE, EXCAVATOR, DIRECTIONAL BORE AND BOOM/DIGGER TRUCK.)	$ 41.71	21.16
LINE CONSTRUCTION: JOURNEYMAN SPECIALIST JOURNEYMAN SPECIALIST: REFERS TO A CREW OF ONLY ONE PERSON WORKING ALONE	$ 56.65	26.09
LINE CONSTRUCTION: JOURNEYMAN SIGNAL TECH, COMMUNICATIONS TECH, TOWER TECH & FIBER OPTIC SPLICERS	$ 49.26	23.66
LINE CONSTRUCTION: GROUNDMAN/DRIVER	$ 33.32	18.40

ENGI0324-003 06/01/2025

	Rates	Fringes
OPERATOR: POWER EQUIPMENT, STEEL ERECTION: GROUP 18- OILER (ALCONA, ALPENA, ARENAC, BAY, CHEBOYGAN, CLARE, CLINTON, CRAWFORD, GENESEE, GLADWIN, GRATIOT, HURON, INGHAM, IOSCO, ISABELLA, JACKSON, LAPEER, LENAWEE, LIVINGSTON, MACOMB, MIDLAND, MONROE, MONTMORENCY, OAKLAND, OGEMAW, OSCODA, OTSEGO, PRESQUE ISLE, ROSCOMMON, SAGINAW, ST. CLAIR, SANILAC, SHIAWASSEE, TUSCOLA, WASHTENAW AND WAYNE COUNTIES:) FOOTNOTE: PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, FOURTH OF JULY, LABOR		

DAY, THANKSGIVING DAY AND CHRISTMAS DAY.....$ 35.78 28.25

OPERATOR: POWER EQUIPMENT, STEEL ERECTION: GROUP 17- COMPRESSOR OR WELDER OPERATOR (ALCONA, ALPENA, ARENAC, BAY, CHEBOYGAN, CLARE, CLINTON, CRAWFORD, GENESEE, GLADWIN, GRATIOT, HURON, INGHAM, IOSCO, ISABELLA, JACKSON, LAPEER, LENAWEE, LIVINGSTON, MACOMB, MIDLAND, MONROE, MONTMORENCY, OAKLAND, OGEMAW, OSCODA, OTSEGO, PRESQUE ISLE, ROSCOMMON, SAGINAW, ST. CLAIR, SANILAC, SHIAWASSEE, TUSCOLA, WASHTENAW AND WAYNE COUNTIES:) FOOTNOTE: PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, FOURTH OF JULY, LABOR DAY, THANKSGIVING DAY AND CHRISTMAS DAY.....$ 32.29 15.40

OPERATOR: POWER EQUIPMENT, STEEL ERECTION: GROUP 16- FORKLIFT AND 1 DRUM HOIST (ALCONA, ALPENA, ARENAC, BAY, CHEBOYGAN, CLARE, CLINTON, CRAWFORD, GENESEE, GLADWIN, GRATIOT, HURON, INGHAM, IOSCO, ISABELLA, JACKSON, LAPEER, LENAWEE, LIVINGSTON, MACOMB, MIDLAND, MONROE, MONTMORENCY, OAKLAND, OGEMAW, OSCODA, OTSEGO, PRESQUE ISLE, ROSCOMMON, SAGINAW, ST. CLAIR, SANILAC, SHIAWASSEE, TUSCOLA, WASHTENAW AND WAYNE COUNTIES:) FOOTNOTE: PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, FOURTH OF JULY, LABOR DAY, THANKSGIVING DAY AND CHRISTMAS DAY.....$ 46.77 28.25

OPERATOR: POWER EQUIPMENT, STEEL ERECTION: GROUP 15- HOISTING OPERATOR; 2 DRUM HOIST AND RUBBER TIRED BACKHOE (ALCONA, ALPENA, ARENAC, BAY, CHEBOYGAN, CLARE, CLINTON, CRAWFORD, GENESEE,

GLADWIN, GRATIOT, HURON, INGHAM, IOSCO, ISABELLA, JACKSON, LAPEER, LENAWEE, LIVINGSTON, MACOMB, MIDLAND, MONROE, MONTMORENCY, OAKLAND, OGEMAW, OSCODA, OTSEGO, PRESQUE ISLE, ROSCOMMON, SAGINAW, ST. CLAIR, SANILAC, SHIAWASSEE, TUSCOLA, WASHTENAW AND WAYNE COUNTIES:) FOOTNOTE: PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, FOURTH OF JULY, LABOR DAY, THANKSGIVING DAY AND CHRISTMAS DAY.....$ 49.97 28.25

OPERATOR: POWER EQUIPMENT, STEEL ERECTION: GROUP 14- CRANE OPERATOR ON A CRANE THAT REQUIRES AN OILER (ALCONA, ALPENA, ARENAC, BAY, CHEBOYGAN, CLARE, CLINTON, CRAWFORD, GENESEE, GLADWIN, GRATIOT, HURON, INGHAM, IOSCO, ISABELLA, JACKSON, LAPEER, LENAWEE, LIVINGSTON, MACOMB, MIDLAND, MONROE, MONTMORENCY, OAKLAND, OGEMAW, OSCODA, OTSEGO, PRESQUE ISLE, ROSCOMMON, SAGINAW, ST. CLAIR, SANILAC, SHIAWASSEE, TUSCOLA, WASHTENAW AND WAYNE COUNTIES:) FOOTNOTE: PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, FOURTH OF JULY, LABOR DAY, THANKSGIVING DAY AND CHRISTMAS DAY.....$ 51.61 28.25

OPERATOR: POWER EQUIPMENT, STEEL ERECTION: GROUP 13- CRANE OPERATOR; JOB MECHANIC AND 3 DRUM HOIST AND EXCAVATOR (ALCONA, ALPENA, ARENAC, BAY, CHEBOYGAN, CLARE, CLINTON, CRAWFORD, GENESEE, GLADWIN, GRATIOT, HURON, INGHAM, IOSCO, ISABELLA, JACKSON, LAPEER, LENAWEE, LIVINGSTON, MACOMB, MIDLAND, MONROE, MONTMORENCY, OAKLAND, OGEMAW, OSCODA, OTSEGO, PRESQUE ISLE, ROSCOMMON, SAGINAW, ST. CLAIR, SANILAC, SHIAWASSEE, TUSCOLA, WASHTENAW

AND WAYNE COUNTIES:) FOOTNOTE: PAID HOLIDAYS:
NEW YEAR'S DAY, MEMORIAL DAY, FOURTH OF JULY, LABOR
DAY, THANKSGIVING DAY AND CHRISTMAS DAY.....$ 50.61 28.25
OPERATOR: POWER EQUIPMENT, STEEL ERECTION: GROUP
12- ENGINEER WHEN OPERATING COMBINATION OF BOOM AND
JIB 120' OR LONGER ON A CRANE THAT REQUIRES AN
OILER (ALCONA, ALPENA, ARENAC, BAY, CHEBOYGAN,
CLARE, CLINTON, CRAWFORD, GENESEE, GLADWIN,
GRATIOT, HURON, INGHAM, IOSCO, ISABELLA, JACKSON,
LAPEER, LENAWEE, LIVINGSTON, MACOMB, MIDLAND,
MONROE, MONTMORENCY, OAKLAND, OGEMAW, OSCODA,
OTSEGO, PRESQUE ISLE, ROSCOMMON, SAGINAW, ST.
CLAIR, SANILAC, SHIAWASSEE, TUSCOLA, WASHTENAW AND
WAYNE COUNTIES:) FOOTNOTE: PAID HOLIDAYS: NEW
YEAR'S DAY, MEMORIAL DAY, FOURTH OF JULY, LABOR
DAY, THANKSGIVING DAY AND CHRISTMAS DAY.....$ 51.97 28.25
OPERATOR: POWER EQUIPMENT, STEEL ERECTION: GROUP
11- ENGINEER WHEN OPERATING COMBINATION OF BOOM AND
JIB 120' OR LONGER (ALCONA, ALPENA, ARENAC, BAY,
CHEBOYGAN, CLARE, CLINTON, CRAWFORD, GENESEE,
GLADWIN, GRATIOT, HURON, INGHAM, IOSCO, ISABELLA,
JACKSON, LAPEER, LENAWEE, LIVINGSTON, MACOMB,
MIDLAND, MONROE, MONTMORENCY, OAKLAND, OGEMAW,
OSCODA, OTSEGO, PRESQUE ISLE, ROSCOMMON, SAGINAW,
ST. CLAIR, SANILAC, SHIAWASSEE, TUSCOLA, WASHTENAW
AND WAYNE COUNTIES:) FOOTNOTE: PAID HOLIDAYS:
NEW YEAR'S DAY, MEMORIAL DAY, FOURTH OF JULY, LABOR
DAY, THANKSGIVING DAY AND CHRISTMAS DAY.....$ 50.97 28.25
OPERATOR: POWER EQUIPMENT, STEEL ERECTION: GROUP

10- TOWER CRANE & DERRICK OPERATOR (WHERE OPERATOR'S WORK STATION IS 50 FT. OR MORE ABOVE FIRST SUB-LEVEL) ON A CRANE THAT REQUIRES AN OILER (ALCONA, ALPENA, ARENAC, BAY, CHEBOYGAN, CLARE, CLINTON, CRAWFORD, GENESEE, GLADWIN, GRATIOT, HURON, INGHAM, IOSCO, ISABELLA, JACKSON, LAPEER, LENAWEE, LIVINGSTON, MACOMB, MIDLAND, MONROE, MONTMORENCY, OAKLAND, OGEMAW, OSCODA, OTSEGO, PRESQUE ISLE, ROSCOMMON, SAGINAW, ST. CLAIR, SANILAC, SHIAWASSEE, TUSCOLA, WASHTENAW AND WAYNE COUNTIES:) FOOTNOTE: PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, FOURTH OF JULY, LABOR DAY, THANKSGIVING DAY AND CHRISTMAS DAY.....$ 52.70 28.25

OPERATOR: POWER EQUIPMENT, STEEL ERECTION: GROUP 9- TOWER CRANE & DERRICK OPERATOR (WHERE OPERATOR'S WORK STATION IS 50 FT. OR MORE ABOVE FIRST SUB-LEVEL) (ALCONA, ALPENA, ARENAC, BAY, CHEBOYGAN, CLARE, CLINTON, CRAWFORD, GENESEE, GLADWIN, GRATIOT, HURON, INGHAM, IOSCO, ISABELLA, JACKSON, LAPEER, LENAWEE, LIVINGSTON, MACOMB, MIDLAND, MONROE, MONTMORENCY, OAKLAND, OGEMAW, OSCODA, OTSEGO, PRESQUE ISLE, ROSCOMMON, SAGINAW, ST. CLAIR, SANILAC, SHIAWASSEE, TUSCOLA, WASHTENAW AND WAYNE COUNTIES:) FOOTNOTE: PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, FOURTH OF JULY, LABOR DAY, THANKSGIVING DAY AND CHRISTMAS DAY.....$ 51.70 28.25

OPERATOR: POWER EQUIPMENT, STEEL ERECTION: GROUP 8- ENGINEER WHEN OPERATING COMBINATION OF BOOM AND JIB 140' OR LONGER ON A CRANE THAT REQUIRES AN

OILER (ALCONA, ALPENA, ARENAC, BAY, CHEBOYGAN, CLARE, CLINTON, CRAWFORD, GENESEE, GLADWIN, GRATIOT, HURON, INGHAM, IOSCO, ISABELLA, JACKSON, LAPEER, LENAWEE, LIVINGSTON, MACOMB, MIDLAND, MONROE, MONTMORENCY, OAKLAND, OGEMAW, OSCODA, OTSEGO, PRESQUE ISLE, ROSCOMMON, SAGINAW, ST. CLAIR, SANILAC, SHIAWASSEE, TUSCOLA, WASHTENAW AND WAYNE COUNTIES:) FOOTNOTE: PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, FOURTH OF JULY, LABOR DAY, THANKSGIVING DAY AND CHRISTMAS DAY.....$ 53.15 28.25

OPERATOR: POWER EQUIPMENT, STEEL ERECTION: GROUP 7- ENGINEER WHEN OPERATING COMBINATION OF BOOM AND JIB 140' OR LONGER (ALCONA, ALPENA, ARENAC, BAY, CHEBOYGAN, CLARE, CLINTON, CRAWFORD, GENESEE, GLADWIN, GRATIOT, HURON, INGHAM, IOSCO, ISABELLA, JACKSON, LAPEER, LENAWEE, LIVINGSTON, MACOMB, MIDLAND, MONROE, MONTMORENCY, OAKLAND, OGEMAW, OSCODA, OTSEGO, PRESQUE ISLE, ROSCOMMON, SAGINAW, ST. CLAIR, SANILAC, SHIAWASSEE, TUSCOLA, WASHTENAW AND WAYNE COUNTIES:) FOOTNOTE: PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, FOURTH OF JULY, LABOR DAY, THANKSGIVING DAY AND CHRISTMAS DAY.....$ 52.15 28.25

OPERATOR: POWER EQUIPMENT, STEEL ERECTION: GROUP 6- ENGINEER WHEN OPERATING COMBINATION OF BOOM AND JIB 220' OR LONGER ON A CRANE THAT REQUIRES AN OILER (ALCONA, ALPENA, ARENAC, BAY, CHEBOYGAN, CLARE, CLINTON, CRAWFORD, GENESEE, GLADWIN, GRATIOT, HURON, INGHAM, IOSCO, ISABELLA, JACKSON, LAPEER, LENAWEE, LIVINGSTON, MACOMB, MIDLAND,

MONROE, MONTMORENCY, OAKLAND, OGEMAW, OSCODA, OTSEGO, PRESQUE ISLE, ROSCOMMON, SAGINAW, ST. CLAIR, SANILAC, SHIAWASSEE, TUSCOLA, WASHTENAW AND WAYNE COUNTIES:) FOOTNOTE: PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, FOURTH OF JULY, LABOR DAY, THANKSGIVING DAY AND CHRISTMAS DAY.....$ 53.42 28.25

OPERATOR: POWER EQUIPMENT, STEEL ERECTION: GROUP 5- ENGINEER WHEN OPERATING COMBINATION OF BOOM AND JIB 220' OR LONGER (ALCONA, ALPENA, ARENAC, BAY, CHEBOYGAN, CLARE, CLINTON, CRAWFORD, GENESEE, GLADWIN, GRATIOT, HURON, INGHAM, IOSCO, ISABELLA, JACKSON, LAPEER, LENAWEE, LIVINGSTON, MACOMB, MIDLAND, MONROE, MONTMORENCY, OAKLAND, OGEMAW, OSCODA, OTSEGO, PRESQUE ISLE, ROSCOMMON, SAGINAW, ST. CLAIR, SANILAC, SHIAWASSEE, TUSCOLA, WASHTENAW AND WAYNE COUNTIES:) FOOTNOTE: PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, FOURTH OF JULY, LABOR DAY, THANKSGIVING DAY AND CHRISTMAS DAY.....$ 52.42 28.25

OPERATOR: POWER EQUIPMENT, STEEL ERECTION: GROUP 4- ENGINEER WHEN OPERATING COMBINATION OF BOOM AND JIB 300' OR LONGER ON A CRANE THAT REQUIRES AN OILER (ALCONA, ALPENA, ARENAC, BAY, CHEBOYGAN, CLARE, CLINTON, CRAWFORD, GENESEE, GLADWIN, GRATIOT, HURON, INGHAM, IOSCO, ISABELLA, JACKSON, LAPEER, LENAWEE, LIVINGSTON, MACOMB, MIDLAND, MONROE, MONTMORENCY, OAKLAND, OGEMAW, OSCODA, OTSEGO, PRESQUE ISLE, ROSCOMMON, SAGINAW, ST. CLAIR, SANILAC, SHIAWASSEE, TUSCOLA, WASHTENAW AND WAYNE COUNTIES:) FOOTNOTE: PAID HOLIDAYS: NEW

YEAR'S DAY, MEMORIAL DAY, FOURTH OF JULY, LABOR DAY, THANKSGIVING DAY AND CHRISTMAS DAY.....$ 54.92 28.25

OPERATOR: POWER EQUIPMENT, STEEL ERECTION: GROUP 3- ENGINEER WHEN OPERATING COMBINATION OF BOOM AND JIB 300' OR LONGER (ALCONA, ALPENA, ARENAC, BAY, CHEBOYGAN, CLARE, CLINTON, CRAWFORD, GENESEE, GLADWIN, GRATIOT, HURON, INGHAM, IOSCO, ISABELLA, JACKSON, LAPEER, LENAWEE, LIVINGSTON, MACOMB, MIDLAND, MONROE, MONTMORENCY, OAKLAND, OGEMAW, OSCODA, OTSEGO, PRESQUE ISLE, ROSCOMMON, SAGINAW, ST. CLAIR, SANILAC, SHIAWASSEE, TUSCOLA, WASHTENAW AND WAYNE COUNTIES:) FOOTNOTE: PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, FOURTH OF JULY, LABOR DAY, THANKSGIVING DAY AND CHRISTMAS DAY.....$ 53.92 28.25

OPERATOR: POWER EQUIPMENT, STEEL ERECTION: GROUP 2- ENGINEER WHEN OPERATING COMBINATION OF BOOM AND JIB 400' OR LONGER ON A CRANE THAT REQUIRES AN OILER (ALCONA, ALPENA, ARENAC, BAY, CHEBOYGAN, CLARE, CLINTON, CRAWFORD, GENESEE, GLADWIN, GRATIOT, HURON, INGHAM, IOSCO, ISABELLA, JACKSON, LAPEER, LENAWEE, LIVINGSTON, MACOMB, MIDLAND, MONROE, MONTMORENCY, OAKLAND, OGEMAW, OSCODA, OTSEGO, PRESQUE ISLE, ROSCOMMON, SAGINAW, ST. CLAIR, SANILAC, SHIAWASSEE, TUSCOLA, WASHTENAW AND WAYNE COUNTIES:) FOOTNOTE: PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, FOURTH OF JULY, LABOR DAY, THANKSGIVING DAY AND CHRISTMAS DAY.....$ 56.42 28.25

OPERATOR: POWER EQUIPMENT, STEEL ERECTION: GROUP 1- ENGINEER WHEN OPERATING COMBINATION OF BOOM AND

JIB 400' OR LONGER (ALCONA, ALPENA, ARENAC, BAY, CHEBOYGAN, CLARE, CLINTON, CRAWFORD, GENESEE, GLADWIN, GRATIOT, HURON, INGHAM, IOSCO, ISABELLA, JACKSON, LAPEER, LENAWEE, LIVINGSTON, MACOMB, MIDLAND, MONROE, MONTMORENCY, OAKLAND, OGEMAW, OSCODA, OTSEGO, PRESQUE ISLE, ROSCOMMON, SAGINAW, ST. CLAIR, SANILAC, SHIAWASSEE, TUSCOLA, WASHTENAW AND WAYNE COUNTIES:) FOOTNOTE: PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, FOURTH OF JULY, LABOR DAY, THANKSGIVING DAY AND CHRISTMAS DAY.....$ 55.42 28.25

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	Rates	Fringes
OPERATOR: POWER EQUIPMENT, STEEL ERECTION: GROUP 6- OILER AND FIRE TENDER (AREA 2: ANTRIM, BREEZE, CHARLEVOIX, EMMET, GRAND TRAVERSE, KALKASKA, LEELANAU, MISSAUKEE, AND WEXFORD COUNTIES) FOOTNOTE: CRANE OPERATOR WITH MAIN BOOM AND JIB 300; OR LONGER: $1.50 ADDITIONAL TO THE GROUP 1 RATE. CRANE OPERATOR WITH MAIN BOOM AND JIB 400; OR LONGER: $3.00 ADDITIONAL TO THE GROUP 1 RATE. PAID HOLIDYS: NEW YEAR'S DAY, MEMORIAL DAY, FOURTH OF JULY, LABOR DAY, THANKSGIVING DAY, AND CHRISTMAS DAY.....	$ 35.78	28.25
OPERATOR: POWER EQUIPMENT, STEEL ERECTION: GROUP 6-OILER AND FIRE TENDER. (AREA 1: ALLEGAN, BARRY, BERRIEN, BRANCH, CALHOUN, CASS, EATON, HILLSDALE, IONIA, KALAMAZOO, KENT, LAKE, MANISTEE, MASON,		

MECOSTA, MONTCALM, MUSKEGON, NEWAYGO, OCEANA, OSCEOLA, OTTAWA, ST. JOSEPH, AND VAN BUREN COUNTIES) FOOTNOTE: CRANE OPERATOR WITH MAIN BOOM AND JIB 300; OR LONGER: $1.50 ADDITIONAL TO THE GROUP 1 RATE. CRANE OPERATOR WITH MAIN BOOM AND JIB 400; OR LONGER: $3.00 ADDITIONAL TO THE GROUP 1 RATE. PAID HOLIDYS: NEW YEAR'S DAY, MEMORIAL DAY, FOURTH OF JULY, LABOR DAY, THANKSGIVING DAY, AND CHRISTMAS DAY.....$ 35.78 28.25

OPERATOR: POWER EQUIPMENT, STEEL ERECTION: GROUP 5-AIR COMPRESSOR, WELDER, GENERATORS, CONVEYORS. (AREA 2: ANTRIM, BREEZE, CHARLEVOIX, EMMET, GRAND TRAVERSE, KALKASKA, LEELANAU, MISSAUKEE, AND WEXFORD COUNTIES) FOOTNOTE: CRANE OPERATOR WITH MAIN BOOM AND JIB 300; OR LONGER: $1.50 ADDITIONAL TO THE GROUP 1 RATE. CRANE OPERATOR WITH MAIN BOOM AND JIB 400; OR LONGER: $3.00 ADDITIONAL TO THE GROUP 1 RATE. PAID HOLIDYS: NEW YEAR'S DAY, MEMORIAL DAY, FOURTH OF JULY, LABOR DAY, THANKSGIVING DAY, AND CHRISTMAS DAY.....$ 32.29 15.40

OPERATOR: POWER EQUIPMENT, STEEL ERECTION: GROUP 5-AIR COMPRESSOR, WELDER, GENERATORS, CONVEYORS. (AREA 1: ALLEGAN, BARRY, BERRIEN, BRANCH, CALHOUN, CASS, EATON, HILLSDALE, IONIA, KALAMAZOO, KENT, LAKE, MANISTEE, MASON, MECOSTA, MONTCALM, MUSKEGON, NEWAYGO, OCEANA, OSCEOLA, OTTAWA, ST. JOSEPH, AND VAN BUREN COUNTIES) FOOTNOTE: CRANE OPERATOR WITH MAIN BOOM AND JIB 300; OR LONGER: $1.50 ADDITIONAL TO THE GROUP 1 RATE. CRANE OPERATOR WITH MAIN BOOM

AND JIB 400; OR LONGER: $3.00 ADDITIONAL TO THE GROUP 1 RATE. PAID HOLIDYS: NEW YEAR'S DAY, MEMORIAL DAY, FOURTH OF JULY, LABOR DAY, THANKSGIVING DAY, AND CHRISTMAS DAY.....$ 32.29 15.40

OPERATOR: POWER EQUIPMENT, STEEL ERECTION: GROUP 4- AIR TUGGER (SINGLE DRUM), MATERIAL HOIST PUMP 6" " OR OVER, ELEVATORS, BROKK CONCRETE BREAKER. (AREA 2: ANTRIM, BREEZE, CHARLEVOIX, EMMET, GRAND TRAVERSE, KALKASKA, LEELANAU, MISSAUKEE, AND WEXFORD COUNTIES) FOOTNOTE: CRANE OPERATOR WITH MAIN BOOM AND JIB 300; OR LONGER: $1.50 ADDITIONAL TO THE GROUP 1 RATE. CRANE OPERATOR WITH MAIN BOOM AND JIB 400; OR LONGER: $3.00 ADDITIONAL TO THE GROUP 1 RATE. PAID HOLIDYS: NEW YEAR'S DAY, MEMORIAL DAY, FOURTH OF JULY, LABOR DAY, THANKSGIVING DAY, AND CHRISTMAS DAY.....$ 46.77 28.25

OPERATOR: POWER EQUIPMENT, STEEL ERECTION: GROUP 4- AIR TUGGER (SINGLE DRUM), MATERIAL HOIST PUMP 6" " OR OVER, ELEVATORS, BROKK CONCRETE BREAKER. (AREA 1: ALLEGAN, BARRY, BERRIEN, BRANCH, CALHOUN, CASS, EATON, HILLSDALE, IONIA, KALAMAZOO, KENT, LAKE, MANISTEE, MASON, MECOSTA, MONTCALM, MUSKEGON, NEWAYGO, OCEANA, OSCEOLA, OTTAWA, ST. JOSEPH, AND VAN BUREN COUNTIES) FOOTNOTE: CRANE OPERATOR WITH MAIN BOOM AND JIB 300; OR LONGER: $1.50 ADDITIONAL TO THE GROUP 1 RATE. CRANE OPERATOR WITH MAIN BOOM AND JIB 400; OR LONGER: $3.00 ADDITIONAL TO THE GROUP 1 RATE. PAID HOLIDYS: NEW YEAR'S DAY, MEMORIAL DAY, FOURTH OF JULY, LABOR DAY,

THANKSGIVING DAY, AND CHRISTMAS DAY.....$ 46.77 28.25

OPERATOR: POWER EQUIPMENT, STEEL ERECTION: GROUP 3- REGULAR EQUIPMENT OPERATOR, CRAE, DOZER, LOADER, HOIST, STRADDLE WAGON, MECHANIC, GRADER AND HYDRO EXCAVATOR. (AREA 2: ANTRIM, BREEZE, CHARLEVOIX, EMMET, GRAND TRAVERSE, KALKASKA, LEELANAU, MISSAUKEE, AND WEXFORD COUNTIES) FOOTNOTE: CRANE OPERATOR WITH MAIN BOOM AND JIB 300; OR LONGER: $1.50 ADDITIONAL TO THE GROUP 1 RATE. CRANE OPERATOR WITH MAIN BOOM AND JIB 400; OR LONGER: $3.00 ADDITIONAL TO THE GROUP 1 RATE. PAID HOLIDYS: NEW YEAR'S DAY, MEMORIAL DAY, FOURTH OF JULY, LABOR DAY, THANKSGIVING DAY, AND CHRISTMAS DAY.....$ 50.61 28.25

OPERATOR: POWER EQUIPMENT, STEEL ERECTION: GROUP 3- REGULAR EQUIPMENT OPERATOR, CRAE, DOZER, LOADER, HOIST, STRADDLE WAGON, MECHANIC, GRADER AND HYDRO EXCAVATOR. (AREA 1: ALLEGAN, BARRY, BERRIEN, BRANCH, CALHOUN, CASS, EATON, HILLSDALE, IONIA, KALAMAZOO, KENT, LAKE, MANISTEE, MASON, MECOSTA, MONTCALM, MUSKEGON, NEWAYGO, OCEANA, OSCEOLA, OTTAWA, ST. JOSEPH, AND VAN BUREN COUNTIES) FOOTNOTE: CRANE OPERATOR WITH MAIN BOOM AND JIB 300; OR LONGER: $1.50 ADDITIONAL TO THE GROUP 1 RATE. CRANE OPERATOR WITH MAIN BOOM AND JIB 400; OR LONGER: $3.00 ADDITIONAL TO THE GROUP 1 RATE. PAID HOLIDYS: NEW YEAR'S DAY, MEMORIAL DAY, FOURTH OF JULY, LABOR DAY, THANKSGIVING DAY, AND CHRISTMAS DAY.....$ 50.61 28.25

OPERATOR: POWER EQUIPMENT, STEEL ERECTION: GROUP 2- CRANE OPERATOR WITH MAIN BOOM & JIB 140' OR LONGER, TOWER CRANE; GANTRY CRANE; WHIRLEY DERRICK. (AREA 2: ANTRIM, BREEZE, CHARLEVOIX, EMMET, GRAND TRAVERSE, KALKASKA, LEELANAU, MISSAUKEE, AND WEXFORD COUNTIES) FOOTNOTE: CRANE OPERATOR WITH MAIN BOOM AND JIB 300; OR LONGER: $1.50 ADDITIONAL TO THE GROUP 1 RATE. CRANE OPERATOR WITH MAIN BOOM AND JIB 400; OR LONGER: $3.00 ADDITIONAL TO THE GROUP 1 RATE. PAID HOLIDYS: NEW YEAR'S DAY, MEMORIAL DAY, FOURTH OF JULY, LABOR DAY, THANKSGIVING DAY, AND CHRISTMAS DAY.....$ 52.15 28.25

OPERATOR: POWER EQUIPMENT, STEEL ERECTION: GROUP 2- CRANE OPERATOR WITH MAIN BOOM & JIB 140' OR LONGER, TOWER CRANE; GANTRY CRANE; WHIRLEY DERRICK. (AREA 1: ALLEGAN, BARRY, BERRIEN, BRANCH, CALHOUN, CASS, EATON, HILLSDALE, IONIA, KALAMAZOO, KENT, LAKE, MANISTEE, MASON, MECOSTA, MONTCALM, MUSKEGON, NEWAYGO, OCEANA, OSCEOLA, OTTAWA, ST. JOSEPH, AND VAN BUREN COUNTIES) FOOTNOTE: CRANE OPERATOR WITH MAIN BOOM AND JIB 300; OR LONGER: $1.50 ADDITIONAL TO THE GROUP 1 RATE. CRANE OPERATOR WITH MAIN BOOM AND JIB 400; OR LONGER: $3.00 ADDITIONAL TO THE GROUP 1 RATE. PAID HOLIDYS: NEW YEAR'S DAY, MEMORIAL DAY, FOURTH OF JULY, LABOR DAY, THANKSGIVING DAY, AND CHRISTMAS DAY.....$ 52.15 28.25

OPERATOR: POWER EQUIPMENT, STEEL ERECTION: GROUP 1- CRANE OPERATOR WITH MAIN BOOM & JIB 400', 300', OR 220' OR LONGER. (AREA 2: ANTRIM, BREEZE,

CHARLEVOIX, EMMET, GRAND TRAVERSE, KALKASKA, LEELANAU, MISSAUKEE, AND WEXFORD COUNTIES) FOOTNOTE: CRANE OPERATOR WITH MAIN BOOM AND JIB 300; OR LONGER: $1.50 ADDITIONAL TO THE GROUP 1 RATE. CRANE OPERATOR WITH MAIN BOOM AND JIB 400; OR LONGER: $3.00 ADDITIONAL TO THE GROUP 1 RATE. PAID HOLIDYS: NEW YEAR'S DAY, MEMORIAL DAY, FOURTH OF JULY, LABOR DAY, THANKSGIVING DAY, AND CHRISTMAS DAY.....$ 55.02 28.25

OPERATOR: POWER EQUIPMENT, STEEL ERECTION: GROUP 1- CRANE OPERATOR WITH MAIN BOOM & JIB 400', 300', OR 220' OR LONGER. (AREA 1: ALLEGAN, BARRY, BERRIEN, BRANCH, CALHOUN, CASS, EATON, HILLSDALE, IONIA, KALAMAZOO, KENT, LAKE, MANISTEE, MASON, MECOSTA, MONTCALM, MUSKEGON, NEWAYGO, OCEANA, OSCEOLA, OTTAWA, ST. JOSEPH, AND VAN BUREN COUNTIES) FOOTNOTE: CRANE OPERATOR WITH MAIN BOOM AND JIB 300; OR LONGER: $1.50 ADDITIONAL TO THE GROUP 1 RATE. CRANE OPERATOR WITH MAIN BOOM AND JIB 400; OR LONGER: $3.00 ADDITIONAL TO THE GROUP 1 RATE. PAID HOLIDYS: NEW YEAR'S DAY, MEMORIAL DAY, FOURTH OF JULY, LABOR DAY, THANKSGIVING DAY, AND CHRISTMAS DAY.....$ 55.02 28.25

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	Rates	Fringes

OPERATOR: POWER EQUIPMENT, UNDERGROUND CONSTRUCTION (INCLUDING SEWER): GROUP 5- FIRE

PERSON, OILER (AREA 2: ALCONA, ALLEGAN, ALGER, ALPENA, ANTRIM, ARENAC, BARAGA, BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX, CHEBOYGAN, CHIPPEWA, CLARE, CLINTON, CRAWFORD, DELTA, DICKINSON, EATON, EMMET, GLADWIN, GOGEBIC, GRAND TRAVERSE, GRATIOT, HILLSDALE, HOUGHTON, HURON, INGHAM, IONIA, IOSCO, IRON, ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT, KWEENAW, LAKW, LEELANAU, LENAWEE, LUCE, MACKINAC, MANISTEE, MARQUETTE, MASON, MECOSTA, MENOMINEE, MIDLAND, MISSAUKEE, MONTCALM, MONTMORENCY, MUSKEGON, NEWAYGO, OCEANA, OGEMAW, ONTONAGON, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE, ROSCOMMON, SAGINAW, SANILAC, SCHOOLCRAFT, SHIAWASSEE, ST. JOSEPH, RUSCOLA, VAN BUREN, AND WEXFORD COUNTIES)...$ 30.35 12.10

OPERATOR: POWER EQUIPMENT, UNDERGROUND CONSTRUCTION (INCLUDING SEWER): GROUP 5- FIRE PERSON, OILER (AREA 1: GENESEE, LAPEER, LIVINGSTON, MACOMB, MONROE, OAKLAND, ST. CLAIR, WASTENAW, AND WAYNE COUNTIES).....$ 30.35 12.10

OPERATOR: POWER EQUIPMENT, UNDERGROUND CONSTRUCTION (INCLUDING SEWER): GROUP 4- BOILER; CONCRETE SAW (40 HP OR OVER); CURING MACHINE (SELF-PROPELLED); FARM TRACTOR (WITH ATTACHMENT); FINISHING MACHINE (CONCRETE); HYDRAULIC PIPE PUSHING MACHINE; MULCHING EQUIPMENT; PUMPS (2 OR MORE UP TO 4-IN. DISCHARGE, IF USED 3 OR MORE HOURS A DAY, GAS OR DIESEL POWERED0-EXCLUDING SUBMERSIBLE PUMPS); ROLLER (OTHER THAN ASPHALT); STUMP REMOVER;

TRENCHER (SERVICE); VIBRATING COMPACTION EQUIPMENT, SELF-PROPELLED (6 FT. WIDE OR OVER); SWEEPER (WAYNE TYPE); WATER WAGON AND EXTEND-A BOOM FORKLIFT. (AREA 2: ALCONA, ALLEGAN, ALGER, ALPENA, ANTRIM, ARENAC, BARAGA, BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX, CHEBOYGAN, CHIPPEWA, CLARE, CLINTON, CRAWFORD, DELTA, DICKINSON, EATON, EMMET, GLADWIN, GOGEBIC, GRAND TRAVERSE, GRATIOT, HILLSDALE, HOUGHTON, HURON, INGHAM, IONIA, IOSCO, IRON, ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT, KWEENAW, LAKW, LEELANAU, LENAWEE, LUCE, MACKINAC, MANISTEE, MARQUETTE, MASON, MECOSTA, MENOMINEE, MIDLAND, MISSAUKEE, MONTCALM, MONTMORENCY, MUSKEGON, NEWAYGO, OCEANA, OGEMAW, ONTONAGON, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE, ROSCOMMON, SAGINAW, SANILAC, SCHOOLCRAFT, SHIAWASSEE, ST. JOSEPH, RUSCOLA, VAN BUREN, AND WEXFORD COUNTIES).....$ 39.95 25.25

OPERATOR: POWER EQUIPMENT, UNDERGROUND CONSTRUCTION (INCLUDING SEWER): GROUP 4- BOILER; CONCRETE SAW (40 HP OR OVER); CURING MACHINE (SELF-PROPELLED); FARM TRACTOR (WITH ATTACHMENT); FINISHING MACHINE (CONCRETE); HYDRAULIC PIPE PUSHING MACHINE; MULCHING EQUIPMENT; PUMPS (2 OR MORE UP TO 4-IN. DISCHARGE, IF USED 3 OR MORE HOURS A DAY, GAS OR DIESEL POWERED0-EXCLUDING SUBMERSIBLE PUMPS); ROLLER (OTHER THAN ASPHALT); STUMP REMOVER; TRENCHER (SERVICE); VIBRATING COMPACTION EQUIPMENT, SELF-PROPELLED (6 FT. WIDE OR OVER); SWEEPER (WAYNE

TYPE); WATER WAGON AND EXTEND-A BOOM FORKLIFT. (AREA 1: GENESEE, LAPEER, LIVINGSTON, MACOMB, MONROE, OAKLAND, ST. CLAIR, WASTENAW, AND WAYNE COUNTIES).....$ 39.95 25.25

OPERATOR: POWER EQUIPMENT, UNDERGROUND CONSTRUCTION (INCLUDING SEWER): GROUP 3- AIR COMPRESSORS (600 CFM OR LARGER); AIR COMPRESSORS (2 OR MORE-LESS THAN 600 CFM); BOOM TRUCK (NON-SWINGING, NON-POWERED TYPE BOOM); CONCRETE BREAKER (SELF-PROPELLED OR TRUCK MOUNTED-INCLUDES COMPRESSOR); CONCRETE PAVER (1 DRUM-1/2 YD. OR LARGER); ELEVATOR (OTHER THAN PASSENGER); MAINTENACNE PERSON; PUMP (2 OR MORE-4-IN. UP TO 6-IN. DISCHARGE- GAS OR DIESEL POWERED- EXCLUDING SUBMERSIBLE PUMPS); PUMPCRETE MACHINE (AND SIMILAR EQUIPMENT); WAGON DRILL (MULTIPLE); WELDING MACHINE OR GENERATOR(2 OR MORE- 300 AMP. OR LARGER - GAS OR DIESEL POWERED). (AREA 2: ALCONA, ALLEGAN, ALGER, ALPENA, ANTRIM, ARENAC, BARAGA, BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX, CHEBOYGAN, CHIPPEWA, CLARE, CLINTON, CRAWFORD, DELTA, DICKINSON, EATON, EMMET, GLADWIN, GOGEBIC, GRAND TRAVERSE, GRATIOT, HILLSDALE, HOUGHTON, HURON, INGHAM, IONIA, IOSCO, IRON, ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT, KWEENAW, LAKW, LEELANAU, LENAWEE, LUCE, MACKINAC, MANISTEE, MARQUETTE, MASON, MECOSTA, MENOMINEE, MIDLAND, MISSAUKEE, MONTCALM, MONTMORENCY, MUSKEGON, NEWAYGO, OCEANA, OGEMAW, ONTONAGON, OSCEOLA,

OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE, ROSCOMMON, SAGINAW, SANILAC, SCHOOLCRAFT, SHIAWASSEE, ST. JOSEPH, RUSCOLA, VAN BUREN, AND WEXFORD COUNTIES)...$ 40.52 25.25

OPERATOR: POWER EQUIPMENT, UNDERGROUND CONSTRUCTION (INCLUDING SEWER): GROUP 3- AIR COMPRESSORS (600 CFM OR LARGER); AIR COMPRESSORS (2 OR MORE-LESS THAN 600 CFM); BOOM TRUCK (NON-SWINGING, NON-POWERED TYPE BOOM); CONCRETE BREAKER (SELF-PROPELLED OR TRUCK MOUNTED-INCLUDES COMPRESSOR); CONCRETE PAVER (1 DRUM-1/2 YD. OR LARGER); ELEVATOR (OTHER THAN PASSENGER); MAINTENACNE PERSON; PUMP (2 OR MORE-4-IN. UP TO 6-IN. DISCHARGE- GAS OR DIESEL POWERED- EXCLUDING SUBMERSIBLE PUMPS); PUMPCRETE MACHINE (AND SIMILAR EQUIPMENT); WAGON DRILL (MULTIPLE); WELDING MACHINE OR GENERATOR(2 OR MORE- 300 AMP. OR LARGER - GAS OR DIESEL POWERED). (AREA 1: GENESEE, LAPEER, LIVINGSTON, MACOMB, MONROE, OAKLAND, ST. CLAIR, WASTENAW, AND WAYNE COUNTIES).....$ 40.52 25.25

OPERATOR: POWER EQUIPMENT, UNDERGROUND CONSTRUCTION (INCLUDING SEWER): GROUP 2- BOOM TRUCK (POWER SWING TYPE BOOM); CRUSHER; HOIST; PUMP (1 OR MORE - 6-IN. DISCHARGE OR LARGER- GAS OR DIESEL-POWERED OR POWERED BY GENERATOR OF 300 AMPERES OR MORE- INCLUSIVE OF GENERATOR); SIDE BOOM TRACTOR (SMALLER THAN TYPE D-4 OR EQUIVALENT); TRACTOR (PNEU-TIRED, OTHER THAN BACKHOE OR FRONT END LOADER); TRENCHER (8-FT. DIGGING CAPACITY AND SMALLER); VAC TRUCK AND END DUMP OPERATOR. (AREA 2:

ALCONA, ALLEGAN, ALGER, ALPENA, ANTRIM, ARENAC, BARAGA, BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX, CHEBOYGAN, CHIPPEWA, CLARE, CLINTON, CRAWFORD, DELTA, DICKINSON, EATON, EMMET, GLADWIN, GOGEBIC, GRAND TRAVERSE, GRATIOT, HILLSDALE, HOUGHTON, HURON, INGHAM, IONIA, IOSCO, IRON, ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT, KWEENAW, LAKW, LEELANAU, LENAWEE, LUCE, MACKINAC, MANISTEE, MARQUETTE, MASON, MECOSTA, MENOMINEE, MIDLAND, MISSAUKEE, MONTCALM, MONTMORENCY, MUSKEGON, NEWAYGO, OCEANA, OGEMAW, ONTONAGON, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE, ROSCOMMON, SAGINAW, SANILAC, SCHOOLCRAFT, SHIAWASSEE, ST. JOSEPH, RUSCOLA, VAN BUREN, AND WEXFORD COUNTIES).....$ 41.25 25.25

OPERATOR: POWER EQUIPMENT, UNDERGROUND CONSTRUCTION (INCLUDING SEWER): GROUP 2- BOOM TRUCK (POWER SWING TYPE BOOM); CRUSHER; HOIST; PUMP (1 OR MORE - 6-IN. DISCHARGE OR LARGER- GAS OR DIESEL- POWERED OR POWERED BY GENERATOR OF 300 AMPERES OR MORE- INCLUSIVE OF GENERATOR); SIDE BOOM TRACTOR (SMALLER THAN TYPE D-4 OR EQUIVALENT); TRACTOR (PNEU-TIRED, OTHER THAN BACKHOE OR FRONT END LOADER); TRENCHER (8-FT. DIGGING CAPACITY AND SMALLER); VAC TRUCK AND END DUMP OPERATOR. (AREA 1: GENESEE, LAPEER, LIVINGSTON, MACOMB, MONROE, OAKLAND, ST. CLAIR, WASTENAW, AND WAYNE COUNTIES)...$ 41.25 25.25

OPERATOR: POWER EQUIPMENT, UNDERGROUND CONSTRUCTION (INCLUDING SEWER): GROUP 1- BACKFILLER

TAMPER; BACKHOE; BATCH PLANT OPERATOR (CONCRETE); CLAMSHELL; CONCRETE PAVER (2 DRUMS OR LARGER); CONVERYOR LOADER (EUCLID TYPE); CRANE (CRAWLER, TRUCK TYPE OR PILE DRIVING); DOZER; DRAGLINE; ELEVATING GRADER; ENDLOADER; GRADALL (AND SIMILAR TYPE MACHINE); GRADER; MECHANIC; POWER SHOVEL; ROLLER (ASPHALT); SCRAPER (SELF-PROPELLED OR TRACTOR DRAWN); SIDE BOOM TRACTOR (TYPE D-4 OR EQUIVALENT AND LARGER); SLIP FORM PAVER; SLOPE PAVER; TRENCHER (OVER 8 FT. DIGGING CAPACITY); WELL DRILLING RIG; CONCRETE PUMP WITH BOOM OPERATOR; HYDRO EXCAVATOR. (AREA 2: ALCONA, ALLEGAN, ALGER, ALPENA, ANTRIM, ARENAC, BARAGA, BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX, CHEBOYGAN, CHIPPEWA, CLARE, CLINTON, CRAWFORD, DELTA, DICKINSON, EATON, EMMET, GLADWIN, GOGEBIC, GRAND TRAVERSE, GRATIOT, HILLSDALE, HOUGHTON, HURON, INGHAM, IONIA, IOSCO, IRON, ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT, KWEENAW, LAKW, LEELANAU, LENAWEE, LUCE, MACKINAC, MANISTEE, MARQUETTE, MASON, MECOSTA, MENOMINEE, MIDLAND, MISSAUKEE, MONTCALM, MONTMORENCY, MUSKEGON, NEWAYGO, OCEANA, OGEMAW, ONTONAGON, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE, ROSCOMMON, SAGINAW, SANILAC, SCHOOLCRAFT, SHIAWASSEE, ST. JOSEPH, RUSCOLA, VAN BUREN, AND WEXFORD COUNTIES)...$ 45.98 25.25

OPERATOR: POWER EQUIPMENT, UNDERGROUND CONSTRUCTION (INCLUDING SEWER): GROUP 1 (AREA 1: GENESEE, LAPEER, LIVINGSTON, MACOMB, MONROE,

OAKLAND, ST. CLAIR, WASTENAW, AND WAYNE COUNTIES)...$ 45.98 25.25

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	Rates	Fringes
POWER EQUIPMENT OPERATORS:, AIRPORT, BRIDGE & HIGHWAY CONSTRUCTION: GROUP 4- BOILER FIRE TENDER; CONCRETE BREAKER; OILER; FIRE TENDER; TRENCHER (SERVICE); FLEXPLANE OPERATOR; CLEFTPLANE OPERATOR; ROLLER OPERATOR (OTHER THAN ASPHALT); CURING EQUIPMENT OPERATOR (SELF-PROPELLED); POWER BIN OPERATOR; PLANT DRIER OPERATOR (ASPHALT); VIBRATORY COMPCTION EQUIPMENT OPEARTOR (6 FT. WIDE OR OVER); GUARD POST DRIVER OPERATOR (POWER DRIVEN); ALL MULCHING EQUIPMENT; STUMP REMOVER; CONCRETE PUM (UNDER 3-IN.); MESH INSTALLER (SELF-PROPELLED); END DUMP; SKID STEER.	$ 37.77	25.25
POWER EQUIPMENT OPERATORS:, AIRPORT, BRIDGE & HIGHWAY CONSTRUCTION: GROUP 3- SCREENING PLANT OPERATOR; WASHING PLANT OPERATOR; CRUSTHER OPERATOR; BACKHOE (WITH 3/8 YD. BUCKET OR LESS); SIDE BOOM TRACTOR (SMALLER THAN D-4 TYPE OR EQUIVALENT); SWEEPER (WAYNE TYPE AND SIMILAR EQUIPMENT); GREASE TRUCK; AIR COMPRESSOR OPERATOR (600 CU. FT. PER MIN OR MORE); AIR COMPRESSOR OPERATOR (TWO OR MORE, LESS THAN 600 CFM); END LOADER OPERATOR (1 YARD CAPACITY AND OVER); SIDE BOOM TRACTOR (TYPE D OR EQUIVALENT OR LARGER); ENDLOADER OPERATOR (UNDER 1 YARD CAPACITY);		

TRENCHER (SERVICE) .....$ 38.33 25.25

POWER EQUIPMENT OPERATORS:, AIRPORT, BRIDGE & HIGHWAY CONSTRUCTION: GROUP 2- ASPHALT PLANT OPERATOR; CRANE OPERATOR (DOES NOT INCLUDE WORK ON BRIDGE CONSTRUCTION PROJECTS WHEN THE CRANE OPERATOR IS ERECTING STRUCTURAL COMPONENTS); DRAGLINE OPERATOR; SHOVEL (EXCAVATOR) OPERATOR; LOCOMOTIVE OPERATOR; ELEVATING GRADER OPERATOR; PILE DRIVING OPERATOR; ROLLER OPERATOR (ASPHALT); BLADE GRADER OPERATOR; TRNECHING MACHINE OPERATOR (LADDER OR WHEEL TYPE); AUTO-GRADER; SELF-PROPELLED OR TRACTOR-DRAWN SCRAPER; CONVEYOR LOADER OPERATOR (EUCLID TYPE); BULLDOZER; HOISTING ENGINEER; TRACTOR OPERATOR; FINISHING MACHINE OPERATOR (ASPHALT); MECHANIC; PUMP OPERATOR (6-IN. DISCHARGE OR OVER, GAS, DIESEL POWERED OR GENERATOR OF 300 AMP. OR LARGER); SHOULDERING OR GRAVEL DISTRIBUTING MACHINE OPERATOR (SELF-PROPELLED); BACKHOE (WITH OVER 3/8 YD. BUCKET); SIDE BOOM TRACTOR (TYPE D-4 OR EQUIVALENT OR LARGER); TUBE FINISHER (SLIP FORM PAVING); GRADALL (AND SIMILAR TYPE MACHINE); ASPHALT PLANNER (SELF-PROPELLED); BATCH PLANT (CONCRETE-CENTRAL MIX); SLURRY MACHINE (ASPHALT); CONCRETE PUMP (3 IN.C AND OVER); ROTO-MILL; SWINGING BOOM TRUCK (OVER 12 TON CAPACITY); HYDRO DEMOLISHER (WATER BLASTER); FARM-TYPE TRACTOR WITH ATTACHED PAN; VACUUM TRUCK OPERATOR; BATCH PLANT (CONCRETE DRY BATCH); CONCRETE SAW OPERATOR (40 H.P. OR OVER); TRACTOR OPERATOR (FARM TYPE);

FINISHING MACHINE OPERATOR (CONCRETE); GRADER OPEARTOR (SELF-PROPELLED FINE GRADE OR FORM (CONCRETE)); TRACTOR OPERATOR (FARM TYPE WITH ATTACHMENT); WAGON DRILL OPERATOR; BOOM OR WINCH HOIST TRUCK OPERATOR. .....$ 45.06 25.25

POWER EQUIPMENT OPERATORS:, AIRPORT, BRIDGE & HIGHWAY CONSTRUCTION: GROUP 1- PAVER OPERATOR (5 BAGS OR MORE); SLIP FORM PAVER; ASPHALT PAVER (SELF-PROPELLED); SHOVEL (EXCVAVATOR) INSTALLING UTILITIES OVER 20 FEET IN DEPTH.....$ 46.21 25.25

ENGI0324-007 05/01/2025

	Rates	Fringes
OPERATOR: POWER EQUIPMENT, STEEL ERECTION: REGULAR OPERATOR (ALGER, BARAGA, CHIPPEWA, DELTA, DICKINSON, GOGEBIC, HOUGHTON, IRON, KEWEENAW, LUCE, MACKINAC MARQUETTE, MENOMINEE, ONTONAGON AND SCHOOLCRAFT COUNTIES:)	$ 47.12	25.00
OPERATOR: POWER EQUIPMENT, STEEL ERECTION: OILER AND FIREMAN (ALGER, BARAGA, CHIPPEWA, DELTA, DICKINSON, GOGEBIC, HOUGHTON, IRON, KEWEENAW, LUCE, MACKINAC MARQUETTE, MENOMINEE, ONTONAGON AND SCHOOLCRAFT COUNTIES:)	$ 41.76	25.00
OPERATOR: POWER EQUIPMENT, STEEL ERECTION: MECHANIC WITH TRUCK AND TOOLS (ALGER, BARAGA, CHIPPEWA, DELTA, DICKINSON, GOGEBIC, HOUGHTON, IRON, KEWEENAW, LUCE, MACKINAC MARQUETTE, MENOMINEE, ONTONAGON AND SCHOOLCRAFT COUNTIES:)	$ 48.90	25.00

OPERATOR: POWER EQUIPMENT, STEEL ERECTION: CRANE OPERATOR, MAIN BOOM & JIB 220' OR LONGER (ALGER, BARAGA, CHIPPEWA, DELTA, DICKINSON, GOGEBIC, HOUGHTON, IRON, KEWEENAW, LUCE, MACKINAC MARQUETTE, MENOMINEE, ONTONAGON AND SCHOOLCRAFT COUNTIES:).....$ 50.66 25.00

OPERATOR: POWER EQUIPMENT, STEEL ERECTION: CRANE OPERATOR, MAIN BOOM & JIB 140' OR LONGER (ALGER, BARAGA, CHIPPEWA, DELTA, DICKINSON, GOGEBIC, HOUGHTON, IRON, KEWEENAW, LUCE, MACKINAC MARQUETTE, MENOMINEE, ONTONAGON AND SCHOOLCRAFT COUNTIES:).....$ 50.07 24.60

OPERATOR: POWER EQUIPMENT, STEEL ERECTION: CRANE OPERATOR, MAIN BOOM & JIB 120' OR LONGER (ALGER, BARAGA, CHIPPEWA, DELTA, DICKINSON, GOGEBIC, HOUGHTON, IRON, KEWEENAW, LUCE, MACKINAC MARQUETTE, MENOMINEE, ONTONAGON AND SCHOOLCRAFT COUNTIES:).....$ 49.77 25.00

OPERATOR: POWER EQUIPMENT, STEEL ERECTION: COMPRESSOR, WELDER AND FORKLIFT (ALGER, BARAGA, CHIPPEWA, DELTA, DICKINSON, GOGEBIC, HOUGHTON, IRON, KEWEENAW, LUCE, MACKINAC MARQUETTE, MENOMINEE, ONTONAGON AND SCHOOLCRAFT COUNTIES:).....$ 43.30 25.00

ENGI0324-008 10/01/2023

	Rates	Fringes

OPERATOR: POWER EQUIPMENT, SEWER RELINING: GROUP 2- OPERATION OF HOT WATER HEATERS AND CIRCULATION SYSTEMS, WATER JETTERS AND VACUUM AND MECHANICAL DEBRIS REMOVAL SYSTEMS. (ALCONA, ALGER, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARAGA, BARRY, BAY, BENZIE,

BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX,
CHEBOYGAN, CHIPPEWA, CLARE, CLINTON, CRAWFORD,
DELTA, DICKINSON, EATON, EMMET, GENESEE, GLADWIN,
GOGEBIC, GRAND TRAVERSE, GRATIOT, HILLSDALE,
HOUGHTON, HURON, INGHAM, IONIA, IOSCO, IRON,
ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT,
KEWEENAW, LAKE, LAPEER, LEELANAU, LENAWEE,
LIVINGSTON, LUCE, MACKINAC, MACOMB, MANISTEE, MAR...$ 35.33 15.44
OPERATOR: POWER EQUIPMENT, SEWER RELINING: GROUP
1- OPERATION OF AUDIO-VISUAL CLOSED CIRCUIT TV
SYSTEM, INCLUDING REMOTE IN-GROUND CUTTER AND OTHER
EQUIPMENT USED IN CONNECTION WITH THE CCTV SYSTEM.
(ALCONA, ALGER, ALLEGAN, ALPENA, ANTRIM, ARENAC,
BARAGA, BARRY, BAY, BENZIE, BERRIEN, BRANCH,
CALHOUN, CASS, CHARLEVOIX, CHEBOYGAN, CHIPPEWA,
CLARE, CLINTON, CRAWFORD, DELTA, DICKINSON, EATON,
EMMET, GENESEE, GLADWIN, GOGEBIC, GRAND TRAVERSE,
GRATIOT, HILLSDALE, HOUGHTON, HURON, INGHAM, IONIA,
IOSCO, IRON, ISABELLA, JACKSON, KALAMAZOO,
KALKASKA, KENT, KEWEENAW, LAKE, LAPEER, LEELANAU,
LENAWEE, LIVINGSTON, LUCE, MACKINAC, MACOMB,
MANISTEE, MAR.....$ 37.37 15.44

ENGI0325-012 05/01/2025

Rates Fringes

POWER EQUIPMENT OPERATORS - GAS DISTRIBUTION AND
DUCT INSTALLATION WORK: GROUP 2- DOZER (LESS THAN
D-6 EQUIVALENT), ENDLOADER (UNDER 2 YD. CAPACITY),

SIDE BOOM (UNDER D-4 CAPACITY), BACKFILLER, PUMPS (1 OR 2 OF 6-INCH DISCHARGE OR GREATER), BOOM TRUCK (WITH POWERED BOOM), TRACTOR (WHEEL TYPE OTHER THAN BACKHOE OR FRONT ENDLOADER). TAMPER (SELF-PROPELLED), BOOM TRUCK (WITH NON-POWERED BOOM), CONCRETE SAW (20 HP OR LARGER), PUMPS (2 TO 4 UNDER 6-INCH DISCHARGE), COMPRESSOR (2 OR MORE OR WHEN ONE IS USED CONTINUOUSLY INTO THE SECOND DAY) AND TRENCHER(SERVICE). OILER, HYDRAULIC PIPE PUSHING MACHINE, GREASE PERSON AND HYDROSTATIC TESTING OPERATOR. SCOPE OF WORK: THE CONSTRUCTION, INSTALLATION, TREATING AND RECONDITIONING OF PIPELINES TRANSPORTING GAS VAPORS WITHIN CITIES, TOWNS, SUBDIVISIONS, SUBURBAN AREAS, OR WITHIN PRIVATE PROPERTY BOUNDARIES, UP TO AND INCLUDING PRIVATE METER SETTINGS OF PRIVATE INDUSTRIAL, GOVERNMENTAL OR OTHER PREMISES, MORE COMMONLY REFERRED TO AS ""DISTRIBUTION WORK,"" STARTING FROM THE FIRST METERING STATION, CONNECTION, SIMILAR OR RELATED FACILITY, OF THE MAIN OR CROSS COUNTRY PIPELINE AND INCLUDING DUCT INSTALLATION.....$ 36.05 25.25

POWER EQUIPMENT OPERATORS - GAS DISTRIBUTION AND DUCT INSTALLATION WORK: GROUP 1- BACKHOE, CRANE, GRADER, MECHANIC, DOZER (D-6 EQUIVALENT OR LARGER), SIDE BOOM (D-4 EQUIVALENT OR LARGER), TRENCHER(EXCEPT SERVICE), ENDLOADER (2 YD. CAPACITY OR GREATER). SCOPE OF WORK: THE CONSTRUCTION, INSTALLATION, TREATING AND RECONDITIONING OF PIPELINES TRANSPORTING GAS VAPORS WITHIN CITIES,

TOWNS, SUBDIVISIONS, SUBURBAN AREAS, OR WITHIN
PRIVATE PROPERTY BOUNDARIES, UP TO AND INCLUDING
PRIVATE METER SETTINGS OF PRIVATE INDUSTRIAL,
GOVERNMENTAL OR OTHER PREMISES, MORE COMMONLY
REFERRED TO AS ""DISTRIBUTION WORK,"" STARTING FROM
THE FIRST METERING STATION, CONNECTION, SIMILAR OR
RELATED FACILITY, OF THE MAIN OR CROSS COUNTRY
PIPELINE AND INCLUDING DUCT INSTALLATION.....$ 39.78 25.25

IRON0008-007 06/01/2024

	Rates	Fringes
IRONWORKER: GENERAL CONTRACTS LESS THAN $10,000,000 (ALGER, BARAGA, CHIPPEWA, DELTA, DICKINSON, GOGEBIC, HOUGHTON, IRON, KEWEENAW, LUCE, MACKINAC MARQUETTE, MENOMINEE, ONTONAGON AND SCHOOLCRAFT COUNTIES) PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, JULY 4TH, LABOR DAY, THANKSGIVING DAY & CHRISTMAS DAY.....	$ 39.91	32.32
IRONWORKER: GENERAL CONTRACTS $10,000,000 OR GREATER (ALGER, BARAGA, CHIPPEWA, DELTA, DICKINSON, GOGEBIC, HOUGHTON, IRON, KEWEENAW, LUCE, MACKINAC MARQUETTE, MENOMINEE, ONTONAGON AND SCHOOLCRAFT COUNTIES) PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, JULY 4TH, LABOR DAY, THANKSGIVING DAY & CHRISTMAS DAY.....	$ 39.91	32.32
IRONWORKER - PRE-ENGINEERED METAL BUILDING ERECTOR (ALGER, BARAGA, CHIPPEWA, DELTA, DICKINSON, GOGEBIC, HOUGHTON, IRON, KEWEENAW, LUCE, MACKINAC		

MARQUETTE, MENOMINEE, ONTONAGON AND SCHOOLCRAFT COUNTIES) PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, JULY 4TH, LABOR DAY, THANKSGIVING DAY & CHRISTMAS DAY.....$ 23.70 6.95

IRON0025-002 06/01/2025

	Rates	Fringes
IRONWORKER: REINFORCING (ALCONA, ALPENA, ARENAC, BAY, CHEBOYGAN, CLARE, CLINTON, CRAWFORD, GENESEE, GLADWIN, GRATIOT, HURON, INGHAM, IOSCO, ISABELLA, JACKSON, LAPEER, LIVINGSTON, MACOMB, MIDLAND, MONTMORENCY, OAKLAND, OGEMAW, OSCODA, OTSEGO, PRESQUE ISLE, ROSCOMMON, SAGINAW, SANILAC, SHIAWASSEE, ST. CLAIR, TUSCOLA, WASHTENAW AND WAYNE COUNTIES:)	$ 36.55	32.87
IRONWORKER: ORNAMENTAL AND STRUCTURAL (ALCONA, ALPENA, ARENAC, BAY, CHEBOYGAN, CLARE, CLINTON, CRAWFORD, GENESEE, GLADWIN, GRATIOT, HURON, INGHAM, IOSCO, ISABELLA, JACKSON, LAPEER, LIVINGSTON, MACOMB, MIDLAND, MONTMORENCY, OAKLAND, OGEMAW, OSCODA, OTSEGO, PRESQUE ISLE, ROSCOMMON, SAGINAW, SANILAC, SHIAWASSEE, ST. CLAIR, TUSCOLA, WASHTENAW AND WAYNE COUNTIES:)	$ 36.55	35.93
IRONWORKER - PRE-ENGINEERED METAL BUILDING ERECTOR: BAY, GENESEE, LAPEER, LIVINGSTON (EAST OF BURKHARDT ROAD), MACOMB, MIDLAND, OAKLAND, SAGINAW, ST. CLAIR, THE UNIVERSITY OF MICHIGAN, WASHTENAW (EAST OF U.S. 23) & WAYNE (ALCONA, ALPENA, ARENAC,		

BAY, CHEBOYGAN, CLARE, CLINTON, CRAWFORD, GENESEE, GLADWIN, GRATIOT, HURON, INGHAM, IOSCO, ISABELLA, JACKSON, LAPEER, LIVINGSTON, MACOMB, MIDLAND, MONTMORENCY, OAKLAND, OGEMAW, OSCODA, OTSEGO, PRESQUE ISLE, ROSCOMMON, SAGINAW, SANILAC, SHIAWASSEE, ST. CLAIR, TUSCOLA, WASHTENAW AND WAYNE COUNTIES.....$ 30.02 28.13

IRONWORKER - PRE-ENGINEERED METAL BUILDING ERECTOR: ALLEGAN, ANTRIM, BARRY, BENZIE, BRANCH, CALHOUN, CHARLEVOIX, EATON, EMMET, GRAND TRAVERSE, HILLSDALE, IONIA, KALAMAZOO, KALKASKA, KENT, LAKE, LEELANAU, MANISTEE, MASON, MECOSTA, MISSAUKEE, MONTCALM, MUSKEGON, NEWAYGO, OCEANA, OSCEOLA, OTTAWA, ST. JOSEPH, VAN BUREN AND WEXFORD COUNTIES: (ALCONA, ALPENA, ARENAC, BAY, CHEBOYGAN, CLARE, CLINTON, CRAWFORD, GENESEE, GLADWIN, GRATIOT, HURON, INGHAM, IOSCO, ISABELLA, JACKSON, LAPEER, LIVINGSTON, MACOM.....$ 28.80 27.43

IRON0055-005 07/01/2022

	Rates	Fringes
IRONWORKER: PRE-ENGINEERED METAL BUILDINGS (LENAWEE AND MONROE COUNTIES)	$ 23.59	19.35
IRONWORKER: ALL OTHER WORK (LENAWEE AND MONROE COUNTIES)	$ 33.00	27.20

IRON0292-003 06/01/2020

	Rates	Fringes
IRONWORKER: INCLUDING PRE-ENGINEERED METAL BUILDING ERECTOR (BERRIEN AND CASS COUNTIES:).....	$ 31.75	22.84

LABO0005-006 10/01/2022

	Rates	Fringes
LABORERS - HAZARDOUS WASTE ABATEMENT: LEVELS A, B OR C. (SANILAC AND ST. CLAIR COUNTIES - ZONE 5).....	$ 26.21	16.62
LABORERS - HAZARDOUS WASTE ABATEMENT: WORK PERFORMED IN CONJUNCTION WITH SITE PREPARATION NOT REQUIRING THE USE OF PERSONAL PROTECTIVE EQUIPMENT; ALSO, LEVEL D. (SANILAC AND ST. CLAIR COUNTIES - ZONE 5).....	$ 24.75	16.35
LABORERS - HAZARDOUS WASTE ABATEMENT: WORK PERFORMED IN CONJUNCTION WITH SITE PREPARATION NOT REQUIRING THE USE OF PERSONAL PROTECTIVE EQUIPMENT; ALSO, LEVEL D. (OAKLAND COUNTY AND THE NORTHEAST PORTION OF LIVINGSTON COUNTY BORDERED BY OAK GROVE ROAD ON THE WEST AND M-59 ON THE SOUTH - ZONE 2)....	$ 28.93	16.90
LABORERS - HAZARDOUS WASTE ABATEMENT: LEVEL A, B, C. (OAKLAND COUNTY AND THE NORTHEAST PORTION OF LIVINGSTON COUNTY BORDERED BY OAK GROVE ROAD ON THE WEST AND M-59 ON THE SOUTH - ZONE 2).....	$ 29.93	16.90
LABORERS - HAZARDOUS WASTE ABATEMENT: WORK PERFORMED IN CONJUNCTION WITH SITE PREPARATION NOT REQUIRING THE USE OF PERSONAL PROTECTIVE EQUIPMENT; ALSO, LEVEL D. (MONROE COUNTY - ZONE 4)	$ 31.75	14.90
LABORERS - HAZARDOUS WASTE ABATEMENT: LEVELS A, B		

OR C. (MONROE COUNTY - ZONE 4).....$ 31.75 14.90

LABORERS - HAZARDOUS WASTE ABATEMENT: WORK PERFORMED IN CONJUNCTION WITH SITE PREPARATION NOT REQUIRING THE USE OF PERSONAL PROTECTIVE EQUIPMENT; ALSO, LEVEL D. (MACOMB AND WAYNE COUNTIES - ZONE 1).....$ 28.93 16.90

LABORERS - HAZARDOUS WASTE ABATEMENT: LEVELS A, B OR C. (MACOMB AND WAYNE COUNTIES - ZONE 1).....$ 29.93 16.90

LABORERS - HAZARDOUS WASTE ABATEMENT: WORK PERFORMED IN CONJUNCTION WITH SITE PREPARATION NOT REQUIRING THE USE OF PERSONAL PROTECTIVE EQUIPMENT; ALSO, LEVEL D (LIVINGSTON COUNTY (EAST OF OAK GROVE RD. AND SOUTH OF M-59, EXCLUDING THE CITY OF HOWELL); AND WASHTENAW COUNTY - ZONE 3).....$ 28.93 14.20

LABORERS - HAZARDOUS WASTE ABATEMENT: LEVELS A, B OR C. (LIVINGSTON COUNTY (EAST OF OAK GROVE RD. AND SOUTH OF M-59, EXCLUDING THE CITY OF HOWELL); AND WASHTENAW COUNTY - ZONE 3).....$ 29.93 14.20

LABORERS - HAZARDOUS WASTE ABATEMENT: LEVELS A, B OR C. (HILLSDALE, JACKSON AND LENAWEE COUNTIES - ZONE 4).....$ 27.13 14.95

LABORERS - HAZARDOUS WASTE ABATEMENT: WORK PERFORMED IN CONJUNCTION WITH SITE PREPARATION NOT REQUIRING THE USE OF PERSONAL PROTETIVE EQUIPMENT; ALSO, LEVEL D. (HILLSDALE, JACKSON AND LENAWEE COUNTIES - ZONE 4).....$ 24.17 12.90

LABORERS - HAZARDOUS WASTE ABATEMENT: WORK PERFORMED IN CONJUNCTION WITH SITE PREPARATION NOT REQUIRING THE USE OF PERSONAL PROTECTIVE EQUIPMENT;

ALSO, LEVEL D (GENESEE, LAPEER AND SHIAWASSEE COUNTIES - ZONE 7).....$ 23.20 13.80

LABORERS - HAZARDOUS WASTE ABATEMENT: LEVELS A, B OR C. (GENESEE, LAPEER AND SHIAWASSEE COUNTIES - ZONE 7).....$ 24.20 13.80

LABORERS - HAZARDOUS WASTE ABATEMENT: LEVELS A, B OR C. (CLINTON, EATON AND INGHAM COUNTIES; IONIA COUNTY (CITY OF PORTLAND); LIVINGSTON COUNTY (WEST OF OAK GROVE RD., INCLUDING THE CITY OF HOWELL) - ZONE 6).....$ 26.33 12.95

LABORERS - HAZARDOUS WASTE ABATEMENT: WORK PERFORMED IN CONJUNCTION WITH SITE PREPARATION NOT REQUIRING THE USE OF PERSONAL PROTECTIVE EQUIPMENT; ALSO, LEVEL D. (CLINTON, EATON AND INGHAM COUNTIES; IONIA COUNTY (CITY OF PORTLAND); LIVINGSTON COUNTY (WEST OF OAK GROVE RD., INCLUDING THE CITY OF HOWELL) - ZONE 6).....$ 24.64 12.90

LABORERS - HAZARDOUS WASTE ABATEMENT: LEVELS A, B OR C. (ARENAC, BAY, CLARE, GLADWIN, GRATIOT, HURON, ISABELLA, MIDLAND, OGEMAW, ROSCOMMON, SAGINAW AND TUSCOLA COUNTIES - ZONE 8).....$ 23.74 12.95

LABORERS - HAZARDOUS WASTE ABATEMENT: WORK PERFORMED IN CONJUNCTION WITH SITE PREPARATION NOT REQUIRING THE USE OF PERSONAL PROTECTIVE EQUIPMENT; ALSO, LEVEL D. (ARENAC, BAY, CLARE, GLADWIN, GRATIOT, HURON, ISABELLA, MIDLAND, OGEMAW, ROSCOMMON, SAGINAW AND TUSCOLA COUNTIES - ZONE 8)...$ 20.80 12.90

LABORERS - HAZARDOUS WASTE ABATEMENT: WORK PERFORMED IN CONJUNCTION WITH SITE PREPARATION NOT

REQUIRING THE USE OF PERSONAL PROTECTIVE EQUIPMENT; ALSO, LEVEL D. (ALLEGAN, BARRY, BERRIEN, BRANCH, CALHOUN, CASS, IONIA COUNTY (EXCEPT THE CITY OF PORTLAND); KALAMAZOO, KENT, LAKE, MANISTEE, MASON, MECOSTA, MONTCALM, MUSKEGON, NEWAYGO, OCEANA, OSCEOLA, OTTAWA, ST. JOSEPH AND VAN BUREN COUNTIES - ZONE 9) .....$ 20.80 12.90

LABORERS - HAZARDOUS WASTE ABATEMENT: LEVELS A, B OR C. (ALLEGAN, BARRY, BERRIEN, BRANCH, CALHOUN, CASS, IONIA COUNTY (EXCEPT THE CITY OF PORTLAND); KALAMAZOO, KENT, LAKE, MANISTEE, MASON, MECOSTA, MONTCALM, MUSKEGON, NEWAYGO, OCEANA, OSCEOLA, OTTAWA, ST. JOSEPH AND VAN BUREN COUNTIES - ZONE 9) .....$ 21.88 13.26

LABORERS - HAZARDOUS WASTE ABATEMENT: LEVELS A, B, OR C (ALGER, BARAGA, CHIPPEWA, DELTA, DICKINSON, GOGEBIC, HOUGHTON, IRON, KEWEENAW, LUCE, MACKINAC, MARQUETTE, MENOMINEE, ONTONAGON AND SCHOOLCRAFT COUNTIES - ZONE 11).....$ 25.18 12.90

LABORERS - HAZARDOUS WASTE ABATEMENT: WORK PERFORMED IN CONUNCTION WITH SITE PREPARATION NOT REQUIRING THE USE OF PERSONAL PROTECTIVE EQUIPMENT; ALSO, LEVEL D. (ALGER, BARAGA, CHIPPEWA, DELTA, DICKINSON, GOGEBIC, HOUGHTON, IRON, KEWEENAW, LUCE, MACKINAC, MARQUETTE, MENOMINEE, ONTONAGON AND SCHOOLCRAFT COUNTIES - ZONE 11).....$ 22.58 12.90

LABORERS - HAZARDOUS WASTE ABATEMENT: LEVELS A, B, OR C (ALCONA, ALPENA, ANTRIM, BENZIE, CHARLEVOIX, CHEBOYGAN, CRAWFORD, EMMET, GRAND TRAVERSE, IOSCO,

KALKASKA, LEELANAU, MISSAUKEE, MONTMORENCY, OSCODA, OTSEGO, PRESQUE ISLE, AND WEXFORD COUNTIES- ZONE 10).....$ 17.45 12.75

LABORERS - HAZARDOUS WASTE ABATEMENT: CLASS B (ALCONA, ALPENA, ANTRIM, BENZIE, CHARLEVOIX, CHEBOYGAN, CRAWFORD, EMMET, GRAND TRAVERSE, IOSCO, KALKASKA, LEELANAU, MISSAUKEE, MONTMORENCY, OSCODA, OTSEGO, PRESQUE ISLE, AND WEXFORD COUNTIES- ZONE 10).....$ 18.64 12.90

LABORERS - HAZARDOUS WASTE ABATEMENT: WORK PERFORMED IN CONJUNCTION WITH SITE PREPARATION NOT REQUIRING THE USE OF PERSONAL PROTECTIVE EQUIPMENT; ALSO, LEVEL D(ALCONA, ALPENA, ANTRIM, BENZIE, CHARLEVOIX, CHEBOYGAN, CRAWFORD, EMMET, GRAND TRAVERSE, IOSCO, KALKASKA, LEELANAU, MISSAUKEE, MONTMORENCY, OSCODA, OTSEGO, PRESQUE ISLE, AND WEXFORD COUNTIES- ZONE 10).....$ 16.45 12.75

LABORERS - HAZARDOUS WASTE ABATEMENT: CLASS A (ALCONA, ALPENA, ANTRIM, BENZIE, CHARLEVOIX, CHEBOYGAN, CRAWFORD, EMMET, GRAND TRAVERSE, IOSCO, KALKASKA, LEELANAU, MISSAUKEE, MONTMORENCY, OSCODA, OTSEGO, PRESQUE ISLE, AND WEXFORD COUNTIES- ZONE 10).....$ 17.64 12.90

LABO0259-001 09/01/2025

	Rates	Fringes
LABORERS - TUNNEL, SHAFT AND CAISSON: GROUP 1- TUNNEL, SHAFT AND CAISSON LABORER, DUMP, SHANTY,		

HOG HOUSE TENDER, TESTING (ON GAS) AND WATCHMAN. SCOPE OF WORK: TUNNEL, SHAFT, AND CAISSON WORK OF EVERY TYPE AND DESCRIPTION AND ALL OPERATIONS INCIDENTAL THERETO, INCLUDING, BUT NOT LIMITED TO, SHAFTS AND TUNNELS FOR SEWERS , WATER, SUBWAYS, TRANSPORTATION, DIVERSION, SEWERAGE, CAVERNS, SHELTERS, AQUAFERS, RESERVOIRS, MISSILE SILOS AND STEEL SHEETING FOR UNDERGROUND CONSTRUCTION. (AREA 1: MACOMB, OAKLAND, AND WAYNE COUNTIES).....$ 30.13 22.75

LABORERS - TUNNEL, SHAFT AND CAISSON: GROUP 2- MANHOLE, HEADWALL, CATCH BASIN BUILDER, BRICKLAYER TENDER, MORTAR MACHINE AND MATERIAL MIXER. SCOPE OF WORK: TUNNEL, SHAFT, AND CAISSON WORK OF EVERY TYPE AND DESCRIPTION AND ALL OPERATIONS INCIDENTAL THERETO, INCLUDING, BUT NOT LIMITED TO, SHAFTS AND TUNNELS FOR SEWERS , WATER, SUBWAYS, TRANSPORTATION, DIVERSION, SEWERAGE, CAVERNS, SHELTERS, AQUAFERS, RESERVOIRS, MISSILE SILOS AND STEEL SHEETING FOR UNDERGROUND CONSTRUCTION. (AREA 1: MACOMB, OAKLAND, AND WAYNE COUNTIES).....$ 32.13 22.75

LABORERS - TUNNEL, SHAFT AND CAISSON: GROUP 3- AIR TOOL OPERATOR (JACKHAMMER, BUSH HAMMER AND GRINTER), FIRST BOTTOM, SECOND BOTTOM, CAGE TENDER, CAR PUSHER, CARRIER, CONCRETE, CONCRETE FORM, CONCRETE REPAIR, CEMENT INVERT LABORER, CEMENT FINISHER, CONCRETE SHOVELER, CONVEYOR, FLOOR, GASOLINE AND ELECTRIC TOOL OPERATOR, GUNITE, GROUT OPERATOR, WELDER, HEADING DINKY PERSON, INSIDE LOCK TENDER, PEA GRAVEL OPERATOR, PUMP, OUTSIDE LOCK

TENDER, SCAFFOLD, TOP SIGNAL PERSON, SWITCH PERSON, TRACK, TUGGER, UTILITY PERSON, VIBRATOR, WINCH OPERATOR, PIPE JACKING, WAGON DRILL AND AIR TRACK OPERATOR AND CONCRETE SAW OPERATOR (UNDER 40 H.P.). SCOPE OF WORK: TUNNEL, SHAFT, AND CAISSON WORK OF EVERY TYPE AND DESCRIPTION AND ALL OPERATIONS INCIDENTAL THERETO, INCLUDING, BUT NOT LIMITED TO, SHAFTS AND TUNNELS FOR SEWERS , WATER, SUBWAYS, TRANSPORTATION, DIVERSION, SEWERAGE, CAVERNS, SHELTERS, AQUAFERS, RESERVOIRS, MISSILE SILOS AND STEEL SHEETING FOR UNDERGROUND CONSTRUCTION. (AREA 1: MACOMB, OAKLAND, AND WAYNE COUNTIES).....$ 28.13 22.75

LABORERS - TUNNEL, SHAFT AND CAISSON: GROUP 4- TUNNEL, SHAFT, AND CAISSON MUCKER, BRACER, LINER PLATE, LONG HAUL DINKY DRIVER AND WELL POINT. SCOPE OF WORK: TUNNEL, SHAFT, AND CAISSON WORK OF EVERY TYPE AND DESCRIPTION AND ALL OPERATIONS INCIDENTAL THERETO, INCLUDING, BUT NOT LIMITED TO, SHAFTS AND TUNNELS FOR SEWERS , WATER, SUBWAYS, TRANSPORTATION, DIVERSION, SEWERAGE, CAVERNS, SHELTERS, AQUAFERS, RESERVOIRS, MISSILE SILOS AND STEEL SHEETING FOR UNDERGROUND CONSTRUCTION. (AREA 1: MACOMB, OAKLAND, AND WAYNE COUNTIES).....$ 23.97 16.93

LABORERS - TUNNEL, SHAFT AND CAISSON: GROUP 5- TUNNEL, SHAFT AND CAISSON MINER, DRILL RUNNER, KEY BOARD OPERATOR, POWER KNIFE OPERATOR, REINFORCED STEEL OR MESH (E.G. WIRE MESH, STELL MATS, DOWEL BARS, ETC.). SCOPE OF WORK: TUNNEL, SHAFT, AND CAISSON WORK OF EVERY TYPE AND DESCRIPTION AND ALL

OPERATIONS INCIDENTAL THERETO, INCLUDING, BUT NOT LIMITED TO, SHAFTS AND TUNNELS FOR SEWERS , WATER, SUBWAYS, TRANSPORTATION, DIVERSION, SEWERAGE, CAVERNS, SHELTERS, AQUAFERS, RESERVOIRS, MISSILE SILOS AND STEEL SHEETING FOR UNDERGROUND CONSTRUCTION. (AREA 1: MACOMB, OAKLAND, AND WAYNE COUNTIES).....$ 24.22 16.93

LABORERS - TUNNEL, SHAFT AND CAISSON: GROUP 6-DYNAMITE AND POWDER. SCOPE OF WORK: TUNNEL, SHAFT, AND CAISSON WORK OF EVERY TYPE AND DESCRIPTION AND ALL OPERATIONS INCIDENTAL THERETO, INCLUDING, BUT NOT LIMITED TO, SHAFTS AND TUNNELS FOR SEWERS , WATER, SUBWAYS, TRANSPORTATION, DIVERSION, SEWERAGE, CAVERNS, SHELTERS, AQUAFERS, RESERVOIRS, MISSILE SILOS AND STEEL SHEETING FOR UNDERGROUND CONSTRUCTION. (AREA 1: MACOMB, OAKLAND, AND WAYNE COUNTIES).....$ 24.55 16.93

LABORERS - TUNNEL, SHAFT AND CAISSON: GROUP 7-RESTORATION LABORER, SEEDING, SODDING, PLANTING, CUTTING, MULCHING AND TOP SOIL GRADING; AND THE RESTORATION OF PROPERTY SUCH AS REPLACING MAILBOXES, WOOD CHIPS, PLANTER BOXES, FLAGSTONES, ETC. SCOPE OF WORK: TUNNEL, SHAFT, AND CAISSON WORK OF EVERY TYPE AND DESCRIPTION AND ALL OPERATIONS INCIDENTAL THERETO, INCLUDING, BUT NOT LIMITED TO, SHAFTS AND TUNNELS FOR SEWERS , WATER, SUBWAYS, TRANSPORTATION, DIVERSION, SEWERAGE, CAVERNS, SHELTERS, AQUAFERS, RESERVOIRS, MISSILE SILOS AND STEEL SHEETING FOR UNDERGROUND

CONSTRUCTION. (AREA 1: MACOMB, OAKLAND, AND WAYNE COUNTIES).....$ 17.83 16.93

LABORERS - TUNNEL, SHAFT AND CAISSON: GROUP 1- TUNNEL, SHAFT AND CAISSON LABORER, DUMP, SHANTY, HOG HOUSE TENDER, TESTING (ON GAS) AND WATCHMAN. SCOPE OF WORK: TUNNEL, SHAFT, AND CAISSON WORK OF EVERY TYPE AND DESCRIPTION AND ALL OPERATIONS INCIDENTAL THERETO, INCLUDING, BUT NOT LIMITED TO, SHAFTS AND TUNNELS FOR SEWERS , WATER, SUBWAYS, TRANSPORTATION, DIVERSION, SEWERAGE, CAVERNS, SHELTERS, AQUAFERS, RESERVOIRS, MISSILE SILOS AND STEEL SHEETING FOR UNDERGROUND CONSTRUCTION.(AREA 2: REMAINING COUNTIES).....$ 32.13 17.95

LABORERS - TUNNEL, SHAFT AND CAISSON: GROUP 2- MANHOLE, HEADWALL, CATCH BASIN BUILDER, BRICKLAYER TENDER, MORTAR MACHINE AND MATERIAL MIXER. SCOPE OF WORK: TUNNEL, SHAFT, AND CAISSON WORK OF EVERY TYPE AND DESCRIPTION AND ALL OPERATIONS INCIDENTAL THERETO, INCLUDING, BUT NOT LIMITED TO, SHAFTS AND TUNNELS FOR SEWERS , WATER, SUBWAYS, TRANSPORTATION, DIVERSION, SEWERAGE, CAVERNS, SHELTERS, AQUAFERS, RESERVOIRS, MISSILE SILOS AND STEEL SHEETING FOR UNDERGROUND CONSTRUCTION.(AREA 2: REMAINING COUNTIES).....$ 34.40 17.95

LABORERS - TUNNEL, SHAFT AND CAISSON: GROUP 3- AIR TOOL OPERATOR (JACKHAMMER, BUSH HAMMER AND GRINTER), FIRST BOTTOM, SECOND BOTTOM, CAGE TENDER, CAR PUSHER, CARRIER, CONCRETE, CONCRETE FORM, CONCRETE REPAIR, CEMENT INVERT LABORER, CEMENT

FINISHER, CONCRETE SHOVELER, CONVEYOR, FLOOR, GASOLINE AND ELECTRIC TOOL OPERATOR, GUNITE, GROUT OPERATOR, WELDER, HEADING DINKY PERSON, INSIDE LOCK TENDER, PEA GRAVEL OPERATOR, PUMP, OUTSIDE LOCK TENDER, SCAFFOLD, TOP SIGNAL PERSON, SWITCH PERSON, TRACK, TUGGER, UTILITY PERSON, VIBRATOR, WINCH OPERATOR, PIPE JACKING, WAGON DRILL AND AIR TRACK OPERATOR AND CONCRETE SAW OPERATOR (UNDER 40 H.P.).
SCOPE OF WORK: TUNNEL, SHAFT, AND CAISSON WORK OF EVERY TYPE AND DESCRIPTION AND ALL OPERATIONS INCIDENTAL THERETO, INCLUDING, BUT NOT LIMITED TO, SHAFTS AND TUNNELS FOR SEWERS , WATER, SUBWAYS, TRANSPORTATION, DIVERSION, SEWERAGE, CAVERNS, SHELTERS, AQUAFERS, RESERVOIRS, MISSILE SILOS AND STEEL SHEETING FOR UNDERGROUND CONSTRUCTION.(AREA 2: REMAINING COUNTIES).....$ 28.00 17.45

LABORERS - TUNNEL, SHAFT AND CAISSON: GROUP 4-
TUNNEL, SHAFT, AND CAISSON MUCKER, BRACER, LINER PLATE, LONG HAUL DINKY DRIVER AND WELL POINT.
SCOPE OF WORK: TUNNEL, SHAFT, AND CAISSON WORK OF EVERY TYPE AND DESCRIPTION AND ALL OPERATIONS INCIDENTAL THERETO, INCLUDING, BUT NOT LIMITED TO, SHAFTS AND TUNNELS FOR SEWERS , WATER, SUBWAYS, TRANSPORTATION, DIVERSION, SEWERAGE, CAVERNS, SHELTERS, AQUAFERS, RESERVOIRS, MISSILE SILOS AND STEEL SHEETING FOR UNDERGROUND CONSTRUCTION.(AREA 2: REMAINING COUNTIES).....$ 29.57 16.93

LABORERS - TUNNEL, SHAFT AND CAISSON: GROUP 5-
TUNNEL, SHAFT AND CAISSON MINER, DRILL RUNNER, KEY

BOARD OPERATOR, POWER KNIFE OPERATOR, REINFORCED STEEL OR MESH (E.G. WIRE MESH, STELL MATS, DOWEL BARS, ETC.). SCOPE OF WORK: TUNNEL, SHAFT, AND CAISSON WORK OF EVERY TYPE AND DESCRIPTION AND ALL OPERATIONS INCIDENTAL THERETO, INCLUDING, BUT NOT LIMITED TO, SHAFTS AND TUNNELS FOR SEWERS , WATER, SUBWAYS, TRANSPORTATION, DIVERSION, SEWERAGE, CAVERNS, SHELTERS, AQUAFERS, RESERVOIRS, MISSILE SILOS AND STEEL SHEETING FOR UNDERGROUND CONSTRUCTION.(AREA 2: REMAINING COUNTIES).....$ 25.76 16.93

LABORERS - TUNNEL, SHAFT AND CAISSON: GROUP 6- DYNAMITE AND POWDER. SCOPE OF WORK: TUNNEL, SHAFT, AND CAISSON WORK OF EVERY TYPE AND DESCRIPTION AND ALL OPERATIONS INCIDENTAL THERETO, INCLUDING, BUT NOT LIMITED TO, SHAFTS AND TUNNELS FOR SEWERS , WATER, SUBWAYS, TRANSPORTATION, DIVERSION, SEWERAGE, CAVERNS, SHELTERS, AQUAFERS, RESERVOIRS, MISSILE SILOS AND STEEL SHEETING FOR UNDERGROUND CONSTRUCTION.(AREA 2: REMAINING COUNTIES).....$ 26.07 16.93

LABORERS - TUNNEL, SHAFT AND CAISSON: GROUP 7- RESTORATION LABORER, SEEDING, SODDING, PLANTING, CUTTING, MULCHING AND TOP SOIL GRADING; AND THE RESTORATION OF PROPERTY SUCH AS REPLACING MAILBOXES, WOOD CHIPS, PLANTER BOXES, FLAGSTONES, ETC. SCOPE OF WORK: TUNNEL, SHAFT, AND CAISSON WORK OF EVERY TYPE AND DESCRIPTION AND ALL OPERATIONS INCIDENTAL THERETO, INCLUDING, BUT NOT LIMITED TO, SHAFTS AND TUNNELS FOR SEWERS , WATER, SUBWAYS, TRANSPORTATION, DIVERSION, SEWERAGE, CAVERNS,

SHELTERS, AQUAFERS, RESERVOIRS, MISSILE SILOS AND
STEEL SHEETING FOR UNDERGROUND CONSTRUCTION.(AREA
2: REMAINING COUNTIES).....$ 25.57 16.93

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LABORERS - OPEN CUT: GROUP 1- CONSTRUCTION LABORER.
SCOPE OF WORK: OPEN CUT CONSTRUCTION WORK SHALL BE
CONSTRUED TO MEAN WORK WHICH REQUIRES THE
EXCAVATION OF EARTH INCLUDING INDUSTRIAL,
COMMERCIAL AND RESIDENTIAL BUILDING SITE EXCAVATION
AND PREPARATION, LAND BALANCING, DEMOLITION AND
REMOVAL OF CONCRETE AND UNDERGROUND APPURTENANCES,
GRADING, PAVING, SEWERS, UTILITIES AND
IMPROVEMENTS; RETENTION, OXIDATION, FLOCCULATION
AND IRRIGATION FACILITIES, AND ALSO INCLUDING BUT
NOT LIMITED TO UNDERGROUND PIPING, CONDUITS, STEEL
SHEETING FOR UNDERGROUND CONSTRUCTION, AND ALL WORK
INCIDENTAL THERETO, AND GENERAL EXCAVATION. FOR
ALL AREAS EXCEPT THE UPPER PENINSULA, OPEN CUT
CONSTRUCTION WORK SHALL ALSO BE CONSTRUED TO MEAN
WATERFRONT WORK, PIERS, DOCKS, SEAWALLS,
BREAKWALLS, MARINAS AND ALL INCIDENTAL WORK. OPEN
CUT CONSTRUCTION WORK SHALL NOT INCLUDE ANY
STRUCTURAL MODIFICATIONS, ALTERATIONS, ADDITIONS
AND REPAIRS TO BUILDINGS, OR HIGHWAY WORK,
INCLUDING ROADS, STREETS, BRIDGE CONSTRUCTION AND
PARKING LOTS OR STEEL ERECTION WORK AND EXCAVATION

FOR THE BUILDING ITSELF AND BACK FILLING INSIDE OF AND WITHIN 5 FT. OF THE BUILDING AND FOUNDATIONS, FOOTINGS AND PIERS FOR THE BUILDING. OPEN CUT CONSTRUCTION WORK SHALL NOT INCLUDE ANY WORK COVERED UNDER TUNNEL, SHAFT AND CAISSON WORK.

(ZONE 1 - MACOMB, OAKLAND AND WAYNE COUNTIES) ....$ 29.98 22.75

LABORERS - OPEN CUT: GROUP 2- MORTAR AND MATERIAL MIXER, CONCRETE FORM PERSON, SIGNAL PERSON, WELL POINT PERSON, MANHOLE, HEADWALL AND CATCH BASIN BUILDER, HEADWALL, SEAWALL, BREAKWALL AND DOCK BUILDER. SCOPE OF WORK: OPEN CUT CONSTRUCTION WORK SHALL BE CONSTRUED TO MEAN WORK WHICH REQUIRES THE EXCAVATION OF EARTH INCLUDING INDUSTRIAL, COMMERCIAL AND RESIDENTIAL BUILDING SITE EXCAVATION AND PREPARATION, LAND BALANCING, DEMOLITION AND REMOVAL OF CONCRETE AND UNDERGROUND APPURTENANCES, GRADING, PAVING, SEWERS, UTILITIES AND IMPROVEMENTS; RETENTION, OXIDATION, FLOCCULATION AND IRRIGATION FACILITIES, AND ALSO INCLUDING BUT NOT LIMITED TO UNDERGROUND PIPING, CONDUITS, STEEL SHEETING FOR UNDERGROUND CONSTRUCTION, AND ALL WORK INCIDENTAL THERETO, AND GENERAL EXCAVATION. FOR ALL AREAS EXCEPT THE UPPER PENINSULA, OPEN CUT CONSTRUCTION WORK SHALL ALSO BE CONSTRUED TO MEAN WATERFRONT WORK, PIERS, DOCKS, SEAWALLS, BREAKWALLS, MARINAS AND ALL INCIDENTAL WORK. OPEN CUT CONSTRUCTION WORK SHALL NOT INCLUDE ANY STRUCTURAL MODIFICATIONS, ALTERATIONS, ADDITIONS AND REPAIRS TO BUILDINGS, OR HIGHWAY WORK,

INCLUDING ROADS, STREETS, BRIDGE CONSTRUCTION AND PARKING LOTS OR STEEL ERECTION WORK AND EXCAVATION FOR THE BUILDING ITSELF AND BACK FILLING INSIDE OF AND WITHIN 5 FT. OF THE BUILDING AND FOUNDATIONS, FOOTINGS AND PIERS FOR THE BUILDING. OPEN CUT CONSTRUCTION WORK SHALL NOT INCLUDE ANY WORK COVERED UNDER TUNNEL, SHAFT AND CAISSON WORK. (ZONE 1 - MACOMB, OAKLAND AND WAYNE COUNTIES).....$ 31.98 22.75

LABORERS - OPEN CUT: GROUP 3- AIR, GASOLINE AND ELECTRIC TOOL OPERATOR, VIBRATOR OPERATOR, DRILLER, PUMP PERSON, TAR KETTLE OPERATOR, BRACER, RODDER, REINFORCED STEEL OR MESH PERSON (E.G., WIRE MESH, STEEL MATS, DOWEL BARS, ETC.), WELDER, PIPE JACKING AND BORING PERSON, WAGON DRILL AND AIR TRACK OPERATOR AND CONCRETE SAW OPERATOR (UNDER 40 H.P.), WINDLASS AND TUGGER PERSON AND DIRECTIONAL BORING PERSON. SCOPE OF WORK: OPEN CUT CONSTRUCTION WORK SHALL BE CONSTRUED TO MEAN WORK WHICH REQUIRES THE EXCAVATION OF EARTH INCLUDING INDUSTRIAL, COMMERCIAL AND RESIDENTIAL BUILDING SITE EXCAVATION AND PREPARATION, LAND BALANCING, DEMOLITION AND REMOVAL OF CONCRETE AND UNDERGROUND APPURTENANCES, GRADING, PAVING, SEWERS, UTILITIES AND IMPROVEMENTS; RETENTION, OXIDATION, FLOCCULATION AND IRRIGATION FACILITIES, AND ALSO INCLUDING BUT NOT LIMITED TO UNDERGROUND PIPING, CONDUITS, STEEL SHEETING FOR UNDERGROUND CONSTRUCTION, AND ALL WORK INCIDENTAL THERETO, AND GENERAL EXCAVATION. FOR ALL AREAS EXCEPT THE UPPER PENINSULA, OPEN CUT

CONSTRUCTION WORK SHALL ALSO BE CONSTRUED TO MEAN WATERFRONT WORK, PIERS, DOCKS, SEAWALLS, BREAKWALLS, MARINAS AND ALL INCIDENTAL WORK. OPEN CUT CONSTRUCTION WORK SHALL NOT INCLUDE ANY STRUCTURAL MODIFICATIONS, ALTERATIONS, ADDITIONS AND REPAIRS TO BUILDINGS, OR HIGHWAY WORK, INCLUDING ROADS, STREETS, BRIDGE CONSTRUCTION AND PARKING LOTS OR STEEL ERECTION WORK AND EXCAVATION FOR THE BUILDING ITSELF AND BACK FILLING INSIDE OF AND WITHIN 5 FT. OF THE BUILDING AND FOUNDATIONS, FOOTINGS AND PIERS FOR THE BUILDING. OPEN CUT CONSTRUCTION WORK SHALL NOT INCLUDE ANY WORK COVERED UNDER TUNNEL, SHAFT AND CAISSON WORK. (ZONE 1 - MACOMB, OAKLAND AND WAYNE COUNTIES) .....$ 28.14 22.75

LABORERS - OPEN CUT: GROUP 4- TRENCH OR EXCAVATING GRADE PERSON. SCOPE OF WORK: OPEN CUT CONSTRUCTION WORK SHALL BE CONSTRUED TO MEAN WORK WHICH REQUIRES THE EXCAVATION OF EARTH INCLUDING INDUSTRIAL, COMMERCIAL AND RESIDENTIAL BUILDING SITE EXCAVATION AND PREPARATION, LAND BALANCING, DEMOLITION AND REMOVAL OF CONCRETE AND UNDERGROUND APPURTENANCES, GRADING, PAVING, SEWERS, UTILITIES AND IMPROVEMENTS; RETENTION, OXIDATION, FLOCCULATION AND IRRIGATION FACILITIES, AND ALSO INCLUDING BUT NOT LIMITED TO UNDERGROUND PIPING, CONDUITS, STEEL SHEETING FOR UNDERGROUND CONSTRUCTION, AND ALL WORK INCIDENTAL THERETO, AND GENERAL EXCAVATION. FOR ALL AREAS EXCEPT THE UPPER PENINSULA, OPEN CUT CONSTRUCTION WORK SHALL ALSO BE CONSTRUED TO MEAN

WATERFRONT WORK, PIERS, DOCKS, SEAWALLS, BREAKWALLS, MARINAS AND ALL INCIDENTAL WORK. OPEN CUT CONSTRUCTION WORK SHALL NOT INCLUDE ANY STRUCTURAL MODIFICATIONS, ALTERATIONS, ADDITIONS AND REPAIRS TO BUILDINGS, OR HIGHWAY WORK, INCLUDING ROADS, STREETS, BRIDGE CONSTRUCTION AND PARKING LOTS OR STEEL ERECTION WORK AND EXCAVATION FOR THE BUILDING ITSELF AND BACK FILLING INSIDE OF AND WITHIN 5 FT. OF THE BUILDING AND FOUNDATIONS, FOOTINGS AND PIERS FOR THE BUILDING. OPEN CUT CONSTRUCTION WORK SHALL NOT INCLUDE ANY WORK COVERED UNDER TUNNEL, SHAFT AND CAISSON WORK. (ZONE 1 - MACOMB, OAKLAND AND WAYNE COUNTIES) .....$ 23.71 16.72

LABORERS - OPEN CUT: GROUP 5- PIE LAYER (INCLUDING CROCK, METAL PIPE, MULTI-PLATE OR OTHER CONDUITS). SCOPE OF WORK: OPEN CUT CONSTRUCTION WORK SHALL BE CONSTRUED TO MEAN WORK WHICH REQUIRES THE EXCAVATION OF EARTH INCLUDING INDUSTRIAL, COMMERCIAL AND RESIDENTIAL BUILDING SITE EXCAVATION AND PREPARATION, LAND BALANCING, DEMOLITION AND REMOVAL OF CONCRETE AND UNDERGROUND APPURTENANCES, GRADING, PAVING, SEWERS, UTILITIES AND IMPROVEMENTS; RETENTION, OXIDATION, FLOCCULATION AND IRRIGATION FACILITIES, AND ALSO INCLUDING BUT NOT LIMITED TO UNDERGROUND PIPING, CONDUITS, STEEL SHEETING FOR UNDERGROUND CONSTRUCTION, AND ALL WORK INCIDENTAL THERETO, AND GENERAL EXCAVATION. FOR ALL AREAS EXCEPT THE UPPER PENINSULA, OPEN CUT CONSTRUCTION WORK SHALL ALSO BE CONSTRUED TO MEAN

WATERFRONT WORK, PIERS, DOCKS, SEAWALLS, BREAKWALLS, MARINAS AND ALL INCIDENTAL WORK. OPEN CUT CONSTRUCTION WORK SHALL NOT INCLUDE ANY STRUCTURAL MODIFICATIONS, ALTERATIONS, ADDITIONS AND REPAIRS TO BUILDINGS, OR HIGHWAY WORK, INCLUDING ROADS, STREETS, BRIDGE CONSTRUCTION AND PARKING LOTS OR STEEL ERECTION WORK AND EXCAVATION FOR THE BUILDING ITSELF AND BACK FILLING INSIDE OF AND WITHIN 5 FT. OF THE BUILDING AND FOUNDATIONS, FOOTINGS AND PIERS FOR THE BUILDING. OPEN CUT CONSTRUCTION WORK SHALL NOT INCLUDE ANY WORK COVERED UNDER TUNNEL, SHAFT AND CAISSON WORK. (ZONE 1 - MACOMB, OAKLAND AND WAYNE COUNTIES) .....$ 24.17 16.72

LABORERS - OPEN CUT: GROUP 6- GROUTING MAN, AUDIO-VIDUAL TELEVISION OPERATIONS AND ALL OTHER OPERATIONS IN CONNECTION WITH CLOSED CIRCUIT TELEVITION INSPECTION, PIPE CLEANING AND PIPE RELINING WORK AND THE INSTALLATION AND REPAIR OF WATER SERVICE PIPE AND APPURTENANCES. SCOPE OF WORK: OPEN CUT CONSTRUCTION WORK SHALL BE CONSTRUED TO MEAN WORK WHICH REQUIRES THE EXCAVATION OF EARTH INCLUDING INDUSTRIAL, COMMERCIAL AND RESIDENTIAL BUILDING SITE EXCAVATION AND PREPARATION, LAND BALANCING, DEMOLITION AND REMOVAL OF CONCRETE AND UNDERGROUND APPURTENANCES, GRADING, PAVING, SEWERS, UTILITIES AND IMPROVEMENTS; RETENTION, OXIDATION, FLOCCULATION AND IRRIGATION FACILITIES, AND ALSO INCLUDING BUT NOT LIMITED TO UNDERGROUND PIPING, CONDUITS, STEEL SHEETING FOR UNDERGROUND

CONSTRUCTION, AND ALL WORK INCIDENTAL THERETO, AND GENERAL EXCAVATION. FOR ALL AREAS EXCEPT THE UPPER PENINSULA, OPEN CUT CONSTRUCTION WORK SHALL ALSO BE CONSTRUED TO MEAN WATERFRONT WORK, PIERS, DOCKS, SEAWALLS, BREAKWALLS, MARINAS AND ALL INCIDENTAL WORK. OPEN CUT CONSTRUCTION WORK SHALL NOT INCLUDE ANY STRUCTURAL MODIFICATIONS, ALTERATIONS, ADDITIONS AND REPAIRS TO BUILDINGS, OR HIGHWAY WORK, INCLUDING ROADS, STREETS, BRIDGE CONSTRUCTION AND PARKING LOTS OR STEEL ERECTION WORK AND EXCAVATION FOR THE BUILDING ITSELF AND BACK FILLING INSIDE OF AND WITHIN 5 FT. OF THE BUILDING AND FOUNDATIONS, FOOTINGS AND PIERS FOR THE BUILDING. OPEN CUT CONSTRUCTION WORK SHALL NOT INCLUDE ANY WORK COVERED UNDER TUNNEL, SHAFT AND CAISSON WORK. (ZONE 1 - MACOMB, OAKLAND AND WAYNE COUNTIES) .....$ 22.00 16.72

LABORERS - OPEN CUT: GROUP 7- RESTORATION LABORER, SEEDING, SODDING, PLANTING, CUTTING, MULCHING AND TOP SOIL GRADING; AND THE RESTORATION OF PROPERTY SUCH AS REPLACING MAILBOXES, WOOD CHIPS, PLANTER BOXES, FLAGSTONES, ETC. SCOPE OF WORK: OPEN CUT CONSTRUCTION WORK SHALL BE CONSTRUED TO MEAN WORK WHICH REQUIRES THE EXCAVATION OF EARTH INCLUDING INDUSTRIAL, COMMERCIAL AND RESIDENTIAL BUILDING SITE EXCAVATION AND PREPARATION, LAND BALANCING, DEMOLITION AND REMOVAL OF CONCRETE AND UNDERGROUND APPURTENANCES, GRADING, PAVING, SEWERS, UTILITIES AND IMPROVEMENTS; RETENTION, OXIDATION, FLOCCULATION AND IRRIGATION FACILITIES, AND ALSO

INCLUDING BUT NOT LIMITED TO UNDERGROUND PIPING, CONDUITS, STEEL SHEETING FOR UNDERGROUND CONSTRUCTION, AND ALL WORK INCIDENTAL THERETO, AND GENERAL EXCAVATION. FOR ALL AREAS EXCEPT THE UPPER PENINSULA, OPEN CUT CONSTRUCTION WORK SHALL ALSO BE CONSTRUED TO MEAN WATERFRONT WORK, PIERS, DOCKS, SEAWALLS, BREAKWALLS, MARINAS AND ALL INCIDENTAL WORK. OPEN CUT CONSTRUCTION WORK SHALL NOT INCLUDE ANY STRUCTURAL MODIFICATIONS, ALTERATIONS, ADDITIONS AND REPAIRS TO BUILDINGS, OR HIGHWAY WORK, INCLUDING ROADS, STREETS, BRIDGE CONSTRUCTION AND PARKING LOTS OR STEEL ERECTION WORK AND EXCAVATION FOR THE BUILDING ITSELF AND BACK FILLING INSIDE OF AND WITHIN 5 FT. OF THE BUILDING AND FOUNDATIONS, FOOTINGS AND PIERS FOR THE BUILDING. OPEN CUT CONSTRUCTION WORK SHALL NOT INCLUDE ANY WORK COVERED UNDER TUNNEL, SHAFT AND CAISSON WORK.

(ZONE 1 - MACOMB, OAKLAND AND WAYNE COUNTIES) .....$ 17.84 16.72

LABORERS - OPEN CUT: GROUP 1- CONSTRUCTION LABORER. SCOPE OF WORK: OPEN CUT CONSTRUCTION WORK SHALL BE CONSTRUED TO MEAN WORK WHICH REQUIRES THE EXCAVATION OF EARTH INCLUDING INDUSTRIAL, COMMERCIAL AND RESIDENTIAL BUILDING SITE EXCAVATION AND PREPARATION, LAND BALANCING, DEMOLITION AND REMOVAL OF CONCRETE AND UNDERGROUND APPURTENANCES, GRADING, PAVING, SEWERS, UTILITIES AND IMPROVEMENTS; RETENTION, OXIDATION, FLOCCULATION AND IRRIGATION FACILITIES, AND ALSO INCLUDING BUT NOT LIMITED TO UNDERGROUND PIPING, CONDUITS, STEEL

SHEETING FOR UNDERGROUND CONSTRUCTION, AND ALL WORK INCIDENTAL THERETO, AND GENERAL EXCAVATION. FOR ALL AREAS EXCEPT THE UPPER PENINSULA, OPEN CUT CONSTRUCTION WORK SHALL ALSO BE CONSTRUED TO MEAN WATERFRONT WORK, PIERS, DOCKS, SEAWALLS, BREAKWALLS, MARINAS AND ALL INCIDENTAL WORK. OPEN CUT CONSTRUCTION WORK SHALL NOT INCLUDE ANY STRUCTURAL MODIFICATIONS, ALTERATIONS, ADDITIONS AND REPAIRS TO BUILDINGS, OR HIGHWAY WORK, INCLUDING ROADS, STREETS, BRIDGE CONSTRUCTION AND PARKING LOTS OR STEEL ERECTION WORK AND EXCAVATION FOR THE BUILDING ITSELF AND BACK FILLING INSIDE OF AND WITHIN 5 FT. OF THE BUILDING AND FOUNDATIONS, FOOTINGS AND PIERS FOR THE BUILDING. OPEN CUT CONSTRUCTION WORK SHALL NOT INCLUDE ANY WORK COVERED UNDER TUNNEL, SHAFT AND CAISSON WORK. (ZONE 2 - LIVINGSTON COUNTY (EAST OF M-151 (OAK GROVE RD.)); MONROE AND WASHTENAW COUNTIES).....$ 32.10 17.45

LABORERS - OPEN CUT: GROUP 2- MORTAR AND MATERIAL MIXER, CONCRETE FORM PERSON, SIGNAL PERSON, WELL POINT PERSON, MANHOLE, HEADWALL AND CATCH BASIN BUILDER, HEADWALL, SEAWALL, BREAKWALL AND DOCK BUILDER. SCOPE OF WORK: OPEN CUT CONSTRUCTION WORK SHALL BE CONSTRUED TO MEAN WORK WHICH REQUIRES THE EXCAVATION OF EARTH INCLUDING INDUSTRIAL, COMMERCIAL AND RESIDENTIAL BUILDING SITE EXCAVATION AND PREPARATION, LAND BALANCING, DEMOLITION AND REMOVAL OF CONCRETE AND UNDERGROUND APPURTENANCES, GRADING, PAVING, SEWERS, UTILITIES AND

IMPROVEMENTS; RETENTION, OXIDATION, FLOCCULATION AND IRRIGATION FACILITIES, AND ALSO INCLUDING BUT NOT LIMITED TO UNDERGROUND PIPING, CONDUITS, STEEL SHEETING FOR UNDERGROUND CONSTRUCTION, AND ALL WORK INCIDENTAL THERETO, AND GENERAL EXCAVATION. FOR ALL AREAS EXCEPT THE UPPER PENINSULA, OPEN CUT CONSTRUCTION WORK SHALL ALSO BE CONSTRUED TO MEAN WATERFRONT WORK, PIERS, DOCKS, SEAWALLS, BREAKWALLS, MARINAS AND ALL INCIDENTAL WORK. OPEN CUT CONSTRUCTION WORK SHALL NOT INCLUDE ANY STRUCTURAL MODIFICATIONS, ALTERATIONS, ADDITIONS AND REPAIRS TO BUILDINGS, OR HIGHWAY WORK, INCLUDING ROADS, STREETS, BRIDGE CONSTRUCTION AND PARKING LOTS OR STEEL ERECTION WORK AND EXCAVATION FOR THE BUILDING ITSELF AND BACK FILLING INSIDE OF AND WITHIN 5 FT. OF THE BUILDING AND FOUNDATIONS, FOOTINGS AND PIERS FOR THE BUILDING. OPEN CUT CONSTRUCTION WORK SHALL NOT INCLUDE ANY WORK COVERED UNDER TUNNEL, SHAFT AND CAISSON WORK. (ZONE 2 - LIVINGSTON COUNTY (EAST OF M-151 (OAK GROVE RD.)); MONROE AND WASHTENAW COUNTIES).....$ 34.10 17.45

LABORERS - OPEN CUT: GROUP 3- AIR, GASOLINE AND ELECTRIC TOOL OPERATOR, VIBRATOR OPERATOR, DRILLER, PUMP PERSON, TAR KETTLE OPERATOR, BRACER, RODDER, REINFORCED STEEL OR MESH PERSON (E.G., WIRE MESH, STEEL MATS, DOWEL BARS, ETC.), WELDER, PIPE JACKING AND BORING PERSON, WAGON DRILL AND AIR TRACK OPERATOR AND CONCRETE SAW OPERATOR (UNDER 40 H.P.), WINDLASS AND TUGGER PERSON AND DIRECTIONAL BORING

PERSON. SCOPE OF WORK: OPEN CUT CONSTRUCTION WORK SHALL BE CONSTRUED TO MEAN WORK WHICH REQUIRES THE EXCAVATION OF EARTH INCLUDING INDUSTRIAL, COMMERCIAL AND RESIDENTIAL BUILDING SITE EXCAVATION AND PREPARATION, LAND BALANCING, DEMOLITION AND REMOVAL OF CONCRETE AND UNDERGROUND APPURTENANCES, GRADING, PAVING, SEWERS, UTILITIES AND IMPROVEMENTS; RETENTION, OXIDATION, FLOCCULATION AND IRRIGATION FACILITIES, AND ALSO INCLUDING BUT NOT LIMITED TO UNDERGROUND PIPING, CONDUITS, STEEL SHEETING FOR UNDERGROUND CONSTRUCTION, AND ALL WORK INCIDENTAL THERETO, AND GENERAL EXCAVATION. FOR ALL AREAS EXCEPT THE UPPER PENINSULA, OPEN CUT CONSTRUCTION WORK SHALL ALSO BE CONSTRUED TO MEAN WATERFRONT WORK, PIERS, DOCKS, SEAWALLS, BREAKWALLS, MARINAS AND ALL INCIDENTAL WORK. OPEN CUT CONSTRUCTION WORK SHALL NOT INCLUDE ANY STRUCTURAL MODIFICATIONS, ALTERATIONS, ADDITIONS AND REPAIRS TO BUILDINGS, OR HIGHWAY WORK, INCLUDING ROADS, STREETS, BRIDGE CONSTRUCTION AND PARKING LOTS OR STEEL ERECTION WORK AND EXCAVATION FOR THE BUILDING ITSELF AND BACK FILLING INSIDE OF AND WITHIN 5 FT. OF THE BUILDING AND FOUNDATIONS, FOOTINGS AND PIERS FOR THE BUILDING. OPEN CUT CONSTRUCTION WORK SHALL NOT INCLUDE ANY WORK COVERED UNDER TUNNEL, SHAFT AND CAISSON WORK. (ZONE 2 - LIVINGSTON COUNTY (EAST OF M-151 (OAK GROVE RD.)); MONROE AND WASHTENAW COUNTIES).....$ 30.10 17.45

LABORERS - OPEN CUT: GROUP 4- TRENCH OR EXCAVATING

GRADE PERSON. CONSTRUCTION LABORER SCOPE OF WORK: OPEN CUT CONSTRUCTION WORK SHALL BE CONSTRUED TO MEAN WORK WHICH REQUIRES THE EXCAVATION OF EARTH INCLUDING INDUSTRIAL, COMMERCIAL AND RESIDENTIAL BUILDING SITE EXCAVATION AND PREPARATION, LAND BALANCING, DEMOLITION AND REMOVAL OF CONCRETE AND UNDERGROUND APPURTENANCES, GRADING, PAVING, SEWERS, UTILITIES AND IMPROVEMENTS; RETENTION, OXIDATION, FLOCCULATION AND IRRIGATION FACILITIES, AND ALSO INCLUDING BUT NOT LIMITED TO UNDERGROUND PIPING, CONDUITS, STEEL SHEETING FOR UNDERGROUND CONSTRUCTION, AND ALL WORK INCIDENTAL THERETO, AND GENERAL EXCAVATION. FOR ALL AREAS EXCEPT THE UPPER PENINSULA, OPEN CUT CONSTRUCTION WORK SHALL ALSO BE CONSTRUED TO MEAN WATERFRONT WORK, PIERS, DOCKS, SEAWALLS, BREAKWALLS, MARINAS AND ALL INCIDENTAL WORK. OPEN CUT CONSTRUCTION WORK SHALL NOT INCLUDE ANY STRUCTURAL MODIFICATIONS, ALTERATIONS, ADDITIONS AND REPAIRS TO BUILDINGS, OR HIGHWAY WORK, INCLUDING ROADS, STREETS, BRIDGE CONSTRUCTION AND PARKING LOTS OR STEEL ERECTION WORK AND EXCAVATION FOR THE BUILDING ITSELF AND BACK FILLING INSIDE OF AND WITHIN 5 FT. OF THE BUILDING AND FOUNDATIONS, FOOTINGS AND PIERS FOR THE BUILDING. OPEN CUT CONSTRUCTION WORK SHALL NOT INCLUDE ANY WORK COVERED UNDER TUNNEL, SHAFT AND CAISSON WORK. (ZONE 2 - LIVINGSTON COUNTY (EAST OF M-151 (OAK GROVE RD.)); MONROE AND WASHTENAW COUNTIES).....$ 25.10 16.72

LABORERS - OPEN CUT: GROUP 5- PIE LAYER (INCLUDING

CROCK, METAL PIPE, MULTI-PLATE OR OTHER CONDUITS).
CONSTRUCTION LABORER SCOPE OF WORK: OPEN CUT CONSTRUCTION WORK SHALL BE CONSTRUED TO MEAN WORK WHICH REQUIRES THE EXCAVATION OF EARTH INCLUDING INDUSTRIAL, COMMERCIAL AND RESIDENTIAL BUILDING SITE EXCAVATION AND PREPARATION, LAND BALANCING, DEMOLITION AND REMOVAL OF CONCRETE AND UNDERGROUND APPURTENANCES, GRADING, PAVING, SEWERS, UTILITIES AND IMPROVEMENTS; RETENTION, OXIDATION, FLOCCULATION AND IRRIGATION FACILITIES, AND ALSO INCLUDING BUT NOT LIMITED TO UNDERGROUND PIPING, CONDUITS, STEEL SHEETING FOR UNDERGROUND CONSTRUCTION, AND ALL WORK INCIDENTAL THERETO, AND GENERAL EXCAVATION. FOR ALL AREAS EXCEPT THE UPPER PENINSULA, OPEN CUT CONSTRUCTION WORK SHALL ALSO BE CONSTRUED TO MEAN WATERFRONT WORK, PIERS, DOCKS, SEAWALLS, BREAKWALLS, MARINAS AND ALL INCIDENTAL WORK. OPEN CUT CONSTRUCTION WORK SHALL NOT INCLUDE ANY STRUCTURAL MODIFICATIONS, ALTERATIONS, ADDITIONS AND REPAIRS TO BUILDINGS, OR HIGHWAY WORK, INCLUDING ROADS, STREETS, BRIDGE CONSTRUCTION AND PARKING LOTS OR STEEL ERECTION WORK AND EXCAVATION FOR THE BUILDING ITSELF AND BACK FILLING INSIDE OF AND WITHIN 5 FT. OF THE BUILDING AND FOUNDATIONS, FOOTINGS AND PIERS FOR THE BUILDING. OPEN CUT CONSTRUCTION WORK SHALL NOT INCLUDE ANY WORK COVERED UNDER TUNNEL, SHAFT AND CAISSON WORK. (ZONE 2 - LIVINGSTON COUNTY (EAST OF M-151 (OAK GROVE RD.)); MONROE AND WASHTENAW COUNTIES).....$ 25.25 16.72

LABORERS - OPEN CUT: GROUP 6- GROUTING MAN, AUDIO-VIDUAL TELEVISION OPERATIONS AND ALL OTHER OPERATIONS IN CONNECTION WITH CLOSED CIRCUIT TELEVITION INSPECTION, PIPE CLEANING AND PIPE RELINING WORK AND THE INSTALLATION AND REPAIR OF WATER SERVICE PIPE AND APPURTENANCES. CONSTRUCTION LABORER SCOPE OF WORK: OPEN CUT CONSTRUCTION WORK SHALL BE CONSTRUED TO MEAN WORK WHICH REQUIRES THE EXCAVATION OF EARTH INCLUDING INDUSTRIAL, COMMERCIAL AND RESIDENTIAL BUILDING SITE EXCAVATION AND PREPARATION, LAND BALANCING, DEMOLITION AND REMOVAL OF CONCRETE AND UNDERGROUND APPURTENANCES, GRADING, PAVING, SEWERS, UTILITIES AND IMPROVEMENTS; RETENTION, OXIDATION, FLOCCULATION AND IRRIGATION FACILITIES, AND ALSO INCLUDING BUT NOT LIMITED TO UNDERGROUND PIPING, CONDUITS, STEEL SHEETING FOR UNDERGROUND CONSTRUCTION, AND ALL WORK INCIDENTAL THERETO, AND GENERAL EXCAVATION. FOR ALL AREAS EXCEPT THE UPPER PENINSULA, OPEN CUT CONSTRUCTION WORK SHALL ALSO BE CONSTRUED TO MEAN WATERFRONT WORK, PIERS, DOCKS, SEAWALLS, BREAKWALLS, MARINAS AND ALL INCIDENTAL WORK. OPEN CUT CONSTRUCTION WORK SHALL NOT INCLUDE ANY STRUCTURAL MODIFICATIONS, ALTERATIONS, ADDITIONS AND REPAIRS TO BUILDINGS, OR HIGHWAY WORK, INCLUDING ROADS, STREETS, BRIDGE CONSTRUCTION AND PARKING LOTS OR STEEL ERECTION WORK AND EXCAVATION FOR THE BUILDING ITSELF AND BACK FILLING INSIDE OF AND WITHIN 5 FT. OF THE BUILDING AND FOUNDATIONS,

FOOTINGS AND PIERS FOR THE BUILDING. OPEN CUT CONSTRUCTION WORK SHALL NOT INCLUDE ANY WORK COVERED UNDER TUNNEL, SHAFT AND CAISSON WORK. (ZONE 2 - LIVINGSTON COUNTY (EAST OF M-151 (OAK GROVE RD.)); MONROE AND WASHTENAW COUNTIES).....$ 22.55 16.72

LABORERS - OPEN CUT: GROUP 7- RESTORATION LABORER, SEEDING, SODDING, PLANTING, CUTTING, MULCHING AND TOP SOIL GRADING; AND THE RESTORATION OF PROPERTY SUCH AS REPLACING MAILBOXES, WOOD CHIPS, PLANTER BOXES, FLAGSTONES, ETC. SCOPE OF WORK: OPEN CUT CONSTRUCTION WORK SHALL BE CONSTRUED TO MEAN WORK WHICH REQUIRES THE EXCAVATION OF EARTH INCLUDING INDUSTRIAL, COMMERCIAL AND RESIDENTIAL BUILDING SITE EXCAVATION AND PREPARATION, LAND BALANCING, DEMOLITION AND REMOVAL OF CONCRETE AND UNDERGROUND APPURTENANCES, GRADING, PAVING, SEWERS, UTILITIES AND IMPROVEMENTS; RETENTION, OXIDATION, FLOCCULATION AND IRRIGATION FACILITIES, AND ALSO INCLUDING BUT NOT LIMITED TO UNDERGROUND PIPING, CONDUITS, STEEL SHEETING FOR UNDERGROUND CONSTRUCTION, AND ALL WORK INCIDENTAL THERETO, AND GENERAL EXCAVATION. FOR ALL AREAS EXCEPT THE UPPER PENINSULA, OPEN CUT CONSTRUCTION WORK SHALL ALSO BE CONSTRUED TO MEAN WATERFRONT WORK, PIERS, DOCKS, SEAWALLS, BREAKWALLS, MARINAS AND ALL INCIDENTAL WORK. OPEN CUT CONSTRUCTION WORK SHALL NOT INCLUDE ANY STRUCTURAL MODIFICATIONS, ALTERATIONS, ADDITIONS AND REPAIRS TO BUILDINGS, OR HIGHWAY WORK, INCLUDING ROADS, STREETS, BRIDGE CONSTRUCTION

AND PARKING LOTS OR STEEL ERECTION WORK AND
EXCAVATION FOR THE BUILDING ITSELF AND BACK FILLING
INSIDE OF AND WITHIN 5 FT. OF THE BUILDING AND
FOUNDATIONS, FOOTINGS AND PIERS FOR THE BUILDING.
OPEN CUT CONSTRUCTION WORK SHALL NOT INCLUDE ANY
WORK COVERED UNDER TUNNEL, SHAFT AND CAISSON WORK.
(ZONE 2 - LIVINGSTON COUNTY (EAST OF M-151 (OAK
GROVE RD.)); MONROE AND WASHTENAW COUNTIES).....$ 22.11 16.72
LABORERS - OPEN CUT: GROUP 1- CONSTRUCTION LABORER.
SCOPE OF WORK: OPEN CUT CONSTRUCTION WORK SHALL BE
CONSTRUED TO MEAN WORK WHICH REQUIRES THE
EXCAVATION OF EARTH INCLUDING INDUSTRIAL,
COMMERCIAL AND RESIDENTIAL BUILDING SITE EXCAVATION
AND PREPARATION, LAND BALANCING, DEMOLITION AND
REMOVAL OF CONCRETE AND UNDERGROUND APPURTENANCES,
GRADING, PAVING, SEWERS, UTILITIES AND
IMPROVEMENTS; RETENTION, OXIDATION, FLOCCULATION
AND IRRIGATION FACILITIES, AND ALSO INCLUDING BUT
NOT LIMITED TO UNDERGROUND PIPING, CONDUITS, STEEL
SHEETING FOR UNDERGROUND CONSTRUCTION, AND ALL WORK
INCIDENTAL THERETO, AND GENERAL EXCAVATION. FOR
ALL AREAS EXCEPT THE UPPER PENINSULA, OPEN CUT
CONSTRUCTION WORK SHALL ALSO BE CONSTRUED TO MEAN
WATERFRONT WORK, PIERS, DOCKS, SEAWALLS,
BREAKWALLS, MARINAS AND ALL INCIDENTAL WORK. OPEN
CUT CONSTRUCTION WORK SHALL NOT INCLUDE ANY
STRUCTURAL MODIFICATIONS, ALTERATIONS, ADDITIONS
AND REPAIRS TO BUILDINGS, OR HIGHWAY WORK,
INCLUDING ROADS, STREETS, BRIDGE CONSTRUCTION AND

PARKING LOTS OR STEEL ERECTION WORK AND EXCAVATION FOR THE BUILDING ITSELF AND BACK FILLING INSIDE OF AND WITHIN 5 FT. OF THE BUILDING AND FOUNDATIONS, FOOTINGS AND PIERS FOR THE BUILDING. OPEN CUT CONSTRUCTION WORK SHALL NOT INCLUDE ANY WORK COVERED UNDER TUNNEL, SHAFT AND CAISSON WORK. (ZONE 3 - CLINTON, EATON, GENESEE, HILLSDALE AND INGHAM COUNTIES; IONIA COUNTY (CITY OF PORTLAND); JACKSON, LAPEER AND LENAWEE COUNTIES; LIVINGSTON COUNTY (WEST OF M-151 OAK GROVE RD.); SANILAC, ST. CLAIR AND SHIAWASSEE COUNTIES) .....$ 30.29 17.45

LABORERS - OPEN CUT: GROUP 2- MORTAR AND MATERIAL MIXER, CONCRETE FORM PERSON, SIGNAL PERSON, WELL POINT PERSON, MANHOLE, HEADWALL AND CATCH BASIN BUILDER, HEADWALL, SEAWALL, BREAKWALL AND DOCK BUILDER. SCOPE OF WORK: OPEN CUT CONSTRUCTION WORK SHALL BE CONSTRUED TO MEAN WORK WHICH REQUIRES THE EXCAVATION OF EARTH INCLUDING INDUSTRIAL, COMMERCIAL AND RESIDENTIAL BUILDING SITE EXCAVATION AND PREPARATION, LAND BALANCING, DEMOLITION AND REMOVAL OF CONCRETE AND UNDERGROUND APPURTENANCES, GRADING, PAVING, SEWERS, UTILITIES AND IMPROVEMENTS; RETENTION, OXIDATION, FLOCCULATION AND IRRIGATION FACILITIES, AND ALSO INCLUDING BUT NOT LIMITED TO UNDERGROUND PIPING, CONDUITS, STEEL SHEETING FOR UNDERGROUND CONSTRUCTION, AND ALL WORK INCIDENTAL THERETO, AND GENERAL EXCAVATION. FOR ALL AREAS EXCEPT THE UPPER PENINSULA, OPEN CUT CONSTRUCTION WORK SHALL ALSO BE CONSTRUED TO MEAN

WATERFRONT WORK, PIERS, DOCKS, SEAWALLS, BREAKWALLS, MARINAS AND ALL INCIDENTAL WORK. OPEN CUT CONSTRUCTION WORK SHALL NOT INCLUDE ANY STRUCTURAL MODIFICATIONS, ALTERATIONS, ADDITIONS AND REPAIRS TO BUILDINGS, OR HIGHWAY WORK, INCLUDING ROADS, STREETS, BRIDGE CONSTRUCTION AND PARKING LOTS OR STEEL ERECTION WORK AND EXCAVATION FOR THE BUILDING ITSELF AND BACK FILLING INSIDE OF AND WITHIN 5 FT. OF THE BUILDING AND FOUNDATIONS, FOOTINGS AND PIERS FOR THE BUILDING. OPEN CUT CONSTRUCTION WORK SHALL NOT INCLUDE ANY WORK COVERED UNDER TUNNEL, SHAFT AND CAISSON WORK. (ZONE 3 - CLINTON, EATON, GENESEE, HILLSDALE AND INGHAM COUNTIES; IONIA COUNTY (CITY OF PORTLAND); JACKSON, LAPEER AND LENAWEE COUNTIES; LIVINGSTON COUNTY (WEST OF M-151 OAK GROVE RD.); SANILAC, ST. CLAIR AND SHIAWASSEE COUNTIES).....$ 32.29 17.45

LABORERS - OPEN CUT: GROUP 3- AIR, GASOLINE AND ELECTRIC TOOL OPERATOR, VIBRATOR OPERATOR, DRILLER, PUMP PERSON, TAR KETTLE OPERATOR, BRACER, RODDER, REINFORCED STEEL OR MESH PERSON (E.G., WIRE MESH, STEEL MATS, DOWEL BARS, ETC.), WELDER, PIPE JACKING AND BORING PERSON, WAGON DRILL AND AIR TRACK OPERATOR AND CONCRETE SAW OPERATOR (UNDER 40 H.P.), WINDLASS AND TUGGER PERSON AND DIRECTIONAL BORING PERSON. SCOPE OF WORK: OPEN CUT CONSTRUCTION WORK SHALL BE CONSTRUED TO MEAN WORK WHICH REQUIRES THE EXCAVATION OF EARTH INCLUDING INDUSTRIAL, COMMERCIAL AND RESIDENTIAL BUILDING SITE EXCAVATION

AND PREPARATION, LAND BALANCING, DEMOLITION AND REMOVAL OF CONCRETE AND UNDERGROUND APPURTENANCES, GRADING, PAVING, SEWERS, UTILITIES AND IMPROVEMENTS; RETENTION, OXIDATION, FLOCCULATION AND IRRIGATION FACILITIES, AND ALSO INCLUDING BUT NOT LIMITED TO UNDERGROUND PIPING, CONDUITS, STEEL SHEETING FOR UNDERGROUND CONSTRUCTION, AND ALL WORK INCIDENTAL THERETO, AND GENERAL EXCAVATION. FOR ALL AREAS EXCEPT THE UPPER PENINSULA, OPEN CUT CONSTRUCTION WORK SHALL ALSO BE CONSTRUED TO MEAN WATERFRONT WORK, PIERS, DOCKS, SEAWALLS, BREAKWALLS, MARINAS AND ALL INCIDENTAL WORK. OPEN CUT CONSTRUCTION WORK SHALL NOT INCLUDE ANY STRUCTURAL MODIFICATIONS, ALTERATIONS, ADDITIONS AND REPAIRS TO BUILDINGS, OR HIGHWAY WORK, INCLUDING ROADS, STREETS, BRIDGE CONSTRUCTION AND PARKING LOTS OR STEEL ERECTION WORK AND EXCAVATION FOR THE BUILDING ITSELF AND BACK FILLING INSIDE OF AND WITHIN 5 FT. OF THE BUILDING AND FOUNDATIONS, FOOTINGS AND PIERS FOR THE BUILDING. OPEN CUT CONSTRUCTION WORK SHALL NOT INCLUDE ANY WORK COVERED UNDER TUNNEL, SHAFT AND CAISSON WORK. (ZONE 3 - CLINTON, EATON, GENESEE, HILLSDALE AND INGHAM COUNTIES; IONIA COUNTY (CITY OF PORTLAND); JACKSON, LAPEER AND LENAWEE COUNTIES; LIVINGSTON COUNTY (WEST OF M-151 OAK GROVE RD.); SANILAC, ST. CLAIR AND SHIAWASSEE COUNTIES).....$ 28.29 17.45

LABORERS - OPEN CUT: GROUP 4- TRENCH OR EXCAVATING GRADE PERSON. CONSTRUCTION LABORER SCOPE OF WORK:

OPEN CUT CONSTRUCTION WORK SHALL BE CONSTRUED TO MEAN WORK WHICH REQUIRES THE EXCAVATION OF EARTH INCLUDING INDUSTRIAL, COMMERCIAL AND RESIDENTIAL BUILDING SITE EXCAVATION AND PREPARATION, LAND BALANCING, DEMOLITION AND REMOVAL OF CONCRETE AND UNDERGROUND APPURTENANCES, GRADING, PAVING, SEWERS, UTILITIES AND IMPROVEMENTS; RETENTION, OXIDATION, FLOCCULATION AND IRRIGATION FACILITIES, AND ALSO INCLUDING BUT NOT LIMITED TO UNDERGROUND PIPING, CONDUITS, STEEL SHEETING FOR UNDERGROUND CONSTRUCTION, AND ALL WORK INCIDENTAL THERETO, AND GENERAL EXCAVATION. FOR ALL AREAS EXCEPT THE UPPER PENINSULA, OPEN CUT CONSTRUCTION WORK SHALL ALSO BE CONSTRUED TO MEAN WATERFRONT WORK, PIERS, DOCKS, SEAWALLS, BREAKWALLS, MARINAS AND ALL INCIDENTAL WORK. OPEN CUT CONSTRUCTION WORK SHALL NOT INCLUDE ANY STRUCTURAL MODIFICATIONS, ALTERATIONS, ADDITIONS AND REPAIRS TO BUILDINGS, OR HIGHWAY WORK, INCLUDING ROADS, STREETS, BRIDGE CONSTRUCTION AND PARKING LOTS OR STEEL ERECTION WORK AND EXCAVATION FOR THE BUILDING ITSELF AND BACK FILLING INSIDE OF AND WITHIN 5 FT. OF THE BUILDING AND FOUNDATIONS, FOOTINGS AND PIERS FOR THE BUILDING. OPEN CUT CONSTRUCTION WORK SHALL NOT INCLUDE ANY WORK COVERED UNDER TUNNEL, SHAFT AND CAISSON WORK. (ZONE 3 - CLINTON, EATON, GENESEE, HILLSDALE AND INGHAM COUNTIES; IONIA COUNTY (CITY OF PORTLAND); JACKSON, LAPEER AND LENAWEE COUNTIES; LIVINGSTON COUNTY (WEST OF M-151 OAK GROVE RD.); SANILAC, ST.

CLAIR AND SHIAWASSEE COUNTIES).....$ 23.30 16.72

LABORERS - OPEN CUT: GROUP 5- PIE LAYER (INCLUDING CROCK, METAL PIPE, MULTI-PLATE OR OTHER CONDUITS).

CONSTRUCTION LABORER SCOPE OF WORK: OPEN CUT CONSTRUCTION WORK SHALL BE CONSTRUED TO MEAN WORK WHICH REQUIRES THE EXCAVATION OF EARTH INCLUDING INDUSTRIAL, COMMERCIAL AND RESIDENTIAL BUILDING SITE EXCAVATION AND PREPARATION, LAND BALANCING, DEMOLITION AND REMOVAL OF CONCRETE AND UNDERGROUND APPURTENANCES, GRADING, PAVING, SEWERS, UTILITIES AND IMPROVEMENTS; RETENTION, OXIDATION, FLOCCULATION AND IRRIGATION FACILITIES, AND ALSO INCLUDING BUT NOT LIMITED TO UNDERGROUND PIPING, CONDUITS, STEEL SHEETING FOR UNDERGROUND CONSTRUCTION, AND ALL WORK INCIDENTAL THERETO, AND GENERAL EXCAVATION. FOR ALL AREAS EXCEPT THE UPPER PENINSULA, OPEN CUT CONSTRUCTION WORK SHALL ALSO BE CONSTRUED TO MEAN WATERFRONT WORK, PIERS, DOCKS, SEAWALLS, BREAKWALLS, MARINAS AND ALL INCIDENTAL WORK. OPEN CUT CONSTRUCTION WORK SHALL NOT INCLUDE ANY STRUCTURAL MODIFICATIONS, ALTERATIONS, ADDITIONS AND REPAIRS TO BUILDINGS, OR HIGHWAY WORK, INCLUDING ROADS, STREETS, BRIDGE CONSTRUCTION AND PARKING LOTS OR STEEL ERECTION WORK AND EXCAVATION FOR THE BUILDING ITSELF AND BACK FILLING INSIDE OF AND WITHIN 5 FT. OF THE BUILDING AND FOUNDATIONS, FOOTINGS AND PIERS FOR THE BUILDING. OPEN CUT CONSTRUCTION WORK SHALL NOT INCLUDE ANY WORK COVERED UNDER TUNNEL, SHAFT AND CAISSON WORK.

(ZONE 3 - CLINTON, EATON, GENESEE, HILLSDALE AND INGHAM COUNTIES; IONIA COUNTY (CITY OF PORTLAND); JACKSON, LAPEER AND LENAWEE COUNTIES; LIVINGSTON COUNTY (WEST OF M-151 OAK GROVE RD.); SANILAC, ST. CLAIR AND SHIAWASSEE COUNTIES).....$ 23.44 16.72

LABORERS - OPEN CUT: GROUP 6- GROUTING MAN, AUDIO-VIDUAL TELEVISION OPERATIONS AND ALL OTHER OPERATIONS IN CONNECTION WITH CLOSED CIRCUIT TELEVITION INSPECTION, PIPE CLEANING AND PIPE RELINING WORK AND THE INSTALLATION AND REPAIR OF WATER SERVICE PIPE AND APPURTENANCES. SCOPE OF WORK: OPEN CUT CONSTRUCTION WORK SHALL BE CONSTRUED TO MEAN WORK WHICH REQUIRES THE EXCAVATION OF EARTH INCLUDING INDUSTRIAL, COMMERCIAL AND RESIDENTIAL BUILDING SITE EXCAVATION AND PREPARATION, LAND BALANCING, DEMOLITION AND REMOVAL OF CONCRETE AND UNDERGROUND APPURTENANCES, GRADING, PAVING, SEWERS, UTILITIES AND IMPROVEMENTS; RETENTION, OXIDATION, FLOCCULATION AND IRRIGATION FACILITIES, AND ALSO INCLUDING BUT NOT LIMITED TO UNDERGROUND PIPING, CONDUITS, STEEL SHEETING FOR UNDERGROUND CONSTRUCTION, AND ALL WORK INCIDENTAL THERETO, AND GENERAL EXCAVATION. FOR ALL AREAS EXCEPT THE UPPER PENINSULA, OPEN CUT CONSTRUCTION WORK SHALL ALSO BE CONSTRUED TO MEAN WATERFRONT WORK, PIERS, DOCKS, SEAWALLS, BREAKWALLS, MARINAS AND ALL INCIDENTAL WORK. OPEN CUT CONSTRUCTION WORK SHALL NOT INCLUDE ANY STRUCTURAL MODIFICATIONS, ALTERATIONS, ADDITIONS AND REPAIRS TO BUILDINGS, OR HIGHWAY

WORK, INCLUDING ROADS, STREETS, BRIDGE CONSTRUCTION AND PARKING LOTS OR STEEL ERECTION WORK AND EXCAVATION FOR THE BUILDING ITSELF AND BACK FILLING INSIDE OF AND WITHIN 5 FT. OF THE BUILDING AND FOUNDATIONS, FOOTINGS AND PIERS FOR THE BUILDING. OPEN CUT CONSTRUCTION WORK SHALL NOT INCLUDE ANY WORK COVERED UNDER TUNNEL, SHAFT AND CAISSON WORK. (ZONE 3 - CLINTON, EATON, GENESEE, HILLSDALE AND INGHAM COUNTIES; IONIA COUNTY (CITY OF PORTLAND); JACKSON, LAPEER AND LENAWEE COUNTIES; LIVINGSTON COUNTY (WEST OF M-151 OAK GROVE RD.); SANILAC, ST. CLAIR AND SHIAWASSEE COUNTIES).....$ 20.74 16.72

LABORERS - OPEN CUT: GROUP 7- RESTORATION LABORER, SEEDING, SODDING, PLANTING, CUTTING, MULCHING AND TOP SOIL GRADING; AND THE RESTORATION OF PROPERTY SUCH AS REPLACING MAILBOXES, WOOD CHIPS, PLANTER BOXES, FLAGSTONES, ETC. SCOPE OF WORK: OPEN CUT CONSTRUCTION WORK SHALL BE CONSTRUED TO MEAN WORK WHICH REQUIRES THE EXCAVATION OF EARTH INCLUDING INDUSTRIAL, COMMERCIAL AND RESIDENTIAL BUILDING SITE EXCAVATION AND PREPARATION, LAND BALANCING, DEMOLITION AND REMOVAL OF CONCRETE AND UNDERGROUND APPURTENANCES, GRADING, PAVING, SEWERS, UTILITIES AND IMPROVEMENTS; RETENTION, OXIDATION, FLOCCULATION AND IRRIGATION FACILITIES, AND ALSO INCLUDING BUT NOT LIMITED TO UNDERGROUND PIPING, CONDUITS, STEEL SHEETING FOR UNDERGROUND CONSTRUCTION, AND ALL WORK INCIDENTAL THERETO, AND GENERAL EXCAVATION. FOR ALL AREAS EXCEPT THE UPPER

PENINSULA, OPEN CUT CONSTRUCTION WORK SHALL ALSO BE CONSTRUED TO MEAN WATERFRONT WORK, PIERS, DOCKS, SEAWALLS, BREAKWALLS, MARINAS AND ALL INCIDENTAL WORK. OPEN CUT CONSTRUCTION WORK SHALL NOT INCLUDE ANY STRUCTURAL MODIFICATIONS, ALTERATIONS, ADDITIONS AND REPAIRS TO BUILDINGS, OR HIGHWAY WORK, INCLUDING ROADS, STREETS, BRIDGE CONSTRUCTION AND PARKING LOTS OR STEEL ERECTION WORK AND EXCAVATION FOR THE BUILDING ITSELF AND BACK FILLING INSIDE OF AND WITHIN 5 FT. OF THE BUILDING AND FOUNDATIONS, FOOTINGS AND PIERS FOR THE BUILDING. OPEN CUT CONSTRUCTION WORK SHALL NOT INCLUDE ANY WORK COVERED UNDER TUNNEL, SHAFT AND CAISSON WORK. (ZONE 3 - CLINTON, EATON, GENESEE, HILLSDALE AND INGHAM COUNTIES; IONIA COUNTY (CITY OF PORTLAND); JACKSON, LAPEER AND LENAWEE COUNTIES; LIVINGSTON COUNTY (WEST OF M-151 OAK GROVE RD.); SANILAC, ST. CLAIR AND SHIAWASSEE COUNTIES).....$ 22.23 16.72

LABORERS - OPEN CUT: GROUP 1- CONSTRUCTION LABORER. SCOPE OF WORK: OPEN CUT CONSTRUCTION WORK SHALL BE CONSTRUED TO MEAN WORK WHICH REQUIRES THE EXCAVATION OF EARTH INCLUDING INDUSTRIAL, COMMERCIAL AND RESIDENTIAL BUILDING SITE EXCAVATION AND PREPARATION, LAND BALANCING, DEMOLITION AND REMOVAL OF CONCRETE AND UNDERGROUND APPURTENANCES, GRADING, PAVING, SEWERS, UTILITIES AND IMPROVEMENTS; RETENTION, OXIDATION, FLOCCULATION AND IRRIGATION FACILITIES, AND ALSO INCLUDING BUT NOT LIMITED TO UNDERGROUND PIPING, CONDUITS, STEEL

SHEETING FOR UNDERGROUND CONSTRUCTION, AND ALL WORK INCIDENTAL THERETO, AND GENERAL EXCAVATION. FOR ALL AREAS EXCEPT THE UPPER PENINSULA, OPEN CUT CONSTRUCTION WORK SHALL ALSO BE CONSTRUED TO MEAN WATERFRONT WORK, PIERS, DOCKS, SEAWALLS, BREAKWALLS, MARINAS AND ALL INCIDENTAL WORK. OPEN CUT CONSTRUCTION WORK SHALL NOT INCLUDE ANY STRUCTURAL MODIFICATIONS, ALTERATIONS, ADDITIONS AND REPAIRS TO BUILDINGS, OR HIGHWAY WORK, INCLUDING ROADS, STREETS, BRIDGE CONSTRUCTION AND PARKING LOTS OR STEEL ERECTION WORK AND EXCAVATION FOR THE BUILDING ITSELF AND BACK FILLING INSIDE OF AND WITHIN 5 FT. OF THE BUILDING AND FOUNDATIONS, FOOTINGS AND PIERS FOR THE BUILDING. OPEN CUT CONSTRUCTION WORK SHALL NOT INCLUDE ANY WORK COVERED UNDER TUNNEL, SHAFT AND CAISSON WORK. (ZONE 4 - ALCONA, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX, CHEBOYGAN, CLARE, CRAWFORD, EMMET, GLADWIN, GRAND TRAVERSE, GRATIOT AND HURON COUNTIES; IONIA COUNTY (EXCEPT THE CITY OF PORTLAND); IOSCO, ISABELLA, KALAMAZOO, KALKASKA, KENT, LAKE,LEELANAU, MANISTEE, MASON, MECOSTA, MIDLAND, MISSAUKEE, MONTCALM, MONTMORENCY, MUSKEGON, NEWAYGO, OCEANA, OGEMAW, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE, ROSCOOMMON, SAGINAW, ST. JOSEPH, TUSCOLA, VAN BUREN, AND WEXFORD COUNTIES).....$ 28.72 18.45

LABORERS - OPEN CUT: GROUP 2- MORTAR AND MATERIAL

MIXER, CONCRETE FORM PERSON, SIGNAL PERSON, WELL POINT PERSON, MANHOLE, HEADWALL AND CATCH BASIN BUILDER, HEADWALL, SEAWALL, BREAKWALL AND DOCK BUILDER.SCOPE OF WORK: OPEN CUT CONSTRUCTION WORK SHALL BE CONSTRUED TO MEAN WORK WHICH REQUIRES THE EXCAVATION OF EARTH INCLUDING INDUSTRIAL, COMMERCIAL AND RESIDENTIAL BUILDING SITE EXCAVATION AND PREPARATION, LAND BALANCING, DEMOLITION AND REMOVAL OF CONCRETE AND UNDERGROUND APPURTENANCES, GRADING, PAVING, SEWERS, UTILITIES AND IMPROVEMENTS; RETENTION, OXIDATION, FLOCCULATION AND IRRIGATION FACILITIES, AND ALSO INCLUDING BUT NOT LIMITED TO UNDERGROUND PIPING, CONDUITS, STEEL SHEETING FOR UNDERGROUND CONSTRUCTION, AND ALL WORK INCIDENTAL THERETO, AND GENERAL EXCAVATION. FOR ALL AREAS EXCEPT THE UPPER PENINSULA, OPEN CUT CONSTRUCTION WORK SHALL ALSO BE CONSTRUED TO MEAN WATERFRONT WORK, PIERS, DOCKS, SEAWALLS, BREAKWALLS, MARINAS AND ALL INCIDENTAL WORK. OPEN CUT CONSTRUCTION WORK SHALL NOT INCLUDE ANY STRUCTURAL MODIFICATIONS, ALTERATIONS, ADDITIONS AND REPAIRS TO BUILDINGS, OR HIGHWAY WORK, INCLUDING ROADS, STREETS, BRIDGE CONSTRUCTION AND PARKING LOTS OR STEEL ERECTION WORK AND EXCAVATION FOR THE BUILDING ITSELF AND BACK FILLING INSIDE OF AND WITHIN 5 FT. OF THE BUILDING AND FOUNDATIONS, FOOTINGS AND PIERS FOR THE BUILDING. OPEN CUT CONSTRUCTION WORK SHALL NOT INCLUDE ANY WORK COVERED UNDER TUNNEL, SHAFT AND CAISSON WORK. (ZONE

4 - ALCONA, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX, CHEBOYGAN, CLARE, CRAWFORD, EMMET, GLADWIN, GRAND TRAVERSE, GRATIOT AND HURON COUNTIES; IONIA COUNTY (EXCEPT THE CITY OF PORTLAND); IOSCO, ISABELLA, KALAMAZOO, KALKASKA, KENT, LAKE,LEELANAU, MANISTEE, MASON, MECOSTA, MIDLAND, MISSAUKEE, MONTCALM, MONTMORENCY, MUSKEGON, NEWAYGO, OCEANA, OGEMAW, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE, ROSCOOMMON, SAGINAW, ST. JOSEPH, TUSCOLA, VAN BUREN, AND WEXFORD COUNTIES).....$ 30.72 18.45

LABORERS - OPEN CUT: GROUP 3- AIR, GASOLINE AND ELECTRIC TOOL OPERATOR, VIBRATOR OPERATOR, DRILLER, PUMP PERSON, TAR KETTLE OPERATOR, BRACER, RODDER, REINFORCED STEEL OR MESH PERSON (E.G., WIRE MESH, STEEL MATS, DOWEL BARS, ETC.), WELDER, PIPE JACKING AND BORING PERSON, WAGON DRILL AND AIR TRACK OPERATOR AND CONCRETE SAW OPERATOR (UNDER 40 H.P.), WINDLASS AND TUGGER PERSON AND DIRECTIONAL BORING PERSON. SCOPE OF WORK: OPEN CUT CONSTRUCTION WORK SHALL BE CONSTRUED TO MEAN WORK WHICH REQUIRES THE EXCAVATION OF EARTH INCLUDING INDUSTRIAL, COMMERCIAL AND RESIDENTIAL BUILDING SITE EXCAVATION AND PREPARATION, LAND BALANCING, DEMOLITION AND REMOVAL OF CONCRETE AND UNDERGROUND APPURTENANCES, GRADING, PAVING, SEWERS, UTILITIES AND IMPROVEMENTS; RETENTION, OXIDATION, FLOCCULATION AND IRRIGATION FACILITIES, AND ALSO INCLUDING BUT

NOT LIMITED TO UNDERGROUND PIPING, CONDUITS, STEEL SHEETING FOR UNDERGROUND CONSTRUCTION, AND ALL WORK INCIDENTAL THERETO, AND GENERAL EXCAVATION. FOR ALL AREAS EXCEPT THE UPPER PENINSULA, OPEN CUT CONSTRUCTION WORK SHALL ALSO BE CONSTRUED TO MEAN WATERFRONT WORK, PIERS, DOCKS, SEAWALLS, BREAKWALLS, MARINAS AND ALL INCIDENTAL WORK. OPEN CUT CONSTRUCTION WORK SHALL NOT INCLUDE ANY STRUCTURAL MODIFICATIONS, ALTERATIONS, ADDITIONS AND REPAIRS TO BUILDINGS, OR HIGHWAY WORK, INCLUDING ROADS, STREETS, BRIDGE CONSTRUCTION AND PARKING LOTS OR STEEL ERECTION WORK AND EXCAVATION FOR THE BUILDING ITSELF AND BACK FILLING INSIDE OF AND WITHIN 5 FT. OF THE BUILDING AND FOUNDATIONS, FOOTINGS AND PIERS FOR THE BUILDING. OPEN CUT CONSTRUCTION WORK SHALL NOT INCLUDE ANY WORK COVERED UNDER TUNNEL, SHAFT AND CAISSON WORK. (ZONE 4 - ALCONA, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX, CHEBOYGAN, CLARE, CRAWFORD, EMMET, GLADWIN, GRAND TRAVERSE, GRATIOT AND HURON COUNTIES; IONIA COUNTY (EXCEPT THE CITY OF PORTLAND); IOSCO, ISABELLA, KALAMAZOO, KALKASKA, KENT, LAKE,LEELANAU, MANISTEE, MASON, MECOSTA, MIDLAND, MISSAUKEE, MONTCALM, MONTMORENCY, MUSKEGON, NEWAYGO, OCEANA, OGEMAW, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE, ROSCOOMMON, SAGINAW, ST. JOSEPH, TUSCOLA, VAN BUREN, AND WEXFORD COUNTIES).....$ 26.72 18.45

LABORERS - OPEN CUT: GROUP 4- TRENCH OR EXCAVATING GRADE PERSON. SCOPE OF WORK: OPEN CUT CONSTRUCTION WORK SHALL BE CONSTRUED TO MEAN WORK WHICH REQUIRES THE EXCAVATION OF EARTH INCLUDING INDUSTRIAL, COMMERCIAL AND RESIDENTIAL BUILDING SITE EXCAVATION AND PREPARATION, LAND BALANCING, DEMOLITION AND REMOVAL OF CONCRETE AND UNDERGROUND APPURTENANCES, GRADING, PAVING, SEWERS, UTILITIES AND IMPROVEMENTS; RETENTION, OXIDATION, FLOCCULATION AND IRRIGATION FACILITIES, AND ALSO INCLUDING BUT NOT LIMITED TO UNDERGROUND PIPING, CONDUITS, STEEL SHEETING FOR UNDERGROUND CONSTRUCTION, AND ALL WORK INCIDENTAL THERETO, AND GENERAL EXCAVATION. FOR ALL AREAS EXCEPT THE UPPER PENINSULA, OPEN CUT CONSTRUCTION WORK SHALL ALSO BE CONSTRUED TO MEAN WATERFRONT WORK, PIERS, DOCKS, SEAWALLS, BREAKWALLS, MARINAS AND ALL INCIDENTAL WORK. OPEN CUT CONSTRUCTION WORK SHALL NOT INCLUDE ANY STRUCTURAL MODIFICATIONS, ALTERATIONS, ADDITIONS AND REPAIRS TO BUILDINGS, OR HIGHWAY WORK, INCLUDING ROADS, STREETS, BRIDGE CONSTRUCTION AND PARKING LOTS OR STEEL ERECTION WORK AND EXCAVATION FOR THE BUILDING ITSELF AND BACK FILLING INSIDE OF AND WITHIN 5 FT. OF THE BUILDING AND FOUNDATIONS, FOOTINGS AND PIERS FOR THE BUILDING. OPEN CUT CONSTRUCTION WORK SHALL NOT INCLUDE ANY WORK COVERED UNDER TUNNEL, SHAFT AND CAISSON WORK. (ZONE 4 - ALCONA, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS,

CHARLEVOIX, CHEBOYGAN, CLARE, CRAWFORD, EMMET, GLADWIN, GRAND TRAVERSE, GRATIOT AND HURON COUNTIES; IONIA COUNTY (EXCEPT THE CITY OF PORTLAND); IOSCO, ISABELLA, KALAMAZOO, KALKASKA, KENT, LAKE,LEELANAU, MANISTEE, MASON, MECOSTA, MIDLAND, MISSAUKEE, MONTCALM, MONTMORENCY, MUSKEGON, NEWAYGO, OCEANA, OGEMAW, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE, ROSCOOMMON, SAGINAW, ST. JOSEPH, TUSCOLA, VAN BUREN, AND WEXFORD COUNTIES).....$ 22.33 16.72

LABORERS - OPEN CUT: GROUP 5- PIE LAYER (INCLUDING CROCK, METAL PIPE, MULTI-PLATE OR OTHER CONDUITS). SCOPE OF WORK: OPEN CUT CONSTRUCTION WORK SHALL BE CONSTRUED TO MEAN WORK WHICH REQUIRES THE EXCAVATION OF EARTH INCLUDING INDUSTRIAL, COMMERCIAL AND RESIDENTIAL BUILDING SITE EXCAVATION AND PREPARATION, LAND BALANCING, DEMOLITION AND REMOVAL OF CONCRETE AND UNDERGROUND APPURTENANCES, GRADING, PAVING, SEWERS, UTILITIES AND IMPROVEMENTS; RETENTION, OXIDATION, FLOCCULATION AND IRRIGATION FACILITIES, AND ALSO INCLUDING BUT NOT LIMITED TO UNDERGROUND PIPING, CONDUITS, STEEL SHEETING FOR UNDERGROUND CONSTRUCTION, AND ALL WORK INCIDENTAL THERETO, AND GENERAL EXCAVATION. FOR ALL AREAS EXCEPT THE UPPER PENINSULA, OPEN CUT CONSTRUCTION WORK SHALL ALSO BE CONSTRUED TO MEAN WATERFRONT WORK, PIERS, DOCKS, SEAWALLS, BREAKWALLS, MARINAS AND ALL INCIDENTAL WORK. OPEN CUT CONSTRUCTION WORK SHALL NOT INCLUDE ANY

STRUCTURAL MODIFICATIONS, ALTERATIONS, ADDITIONS AND REPAIRS TO BUILDINGS, OR HIGHWAY WORK, INCLUDING ROADS, STREETS, BRIDGE CONSTRUCTION AND PARKING LOTS OR STEEL ERECTION WORK AND EXCAVATION FOR THE BUILDING ITSELF AND BACK FILLING INSIDE OF AND WITHIN 5 FT. OF THE BUILDING AND FOUNDATIONS, FOOTINGS AND PIERS FOR THE BUILDING. OPEN CUT CONSTRUCTION WORK SHALL NOT INCLUDE ANY WORK COVERED UNDER TUNNEL, SHAFT AND CAISSON WORK. (ZONE 4 - ALCONA, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX, CHEBOYGAN, CLARE, CRAWFORD, EMMET, GLADWIN, GRAND TRAVERSE, GRATIOT AND HURON COUNTIES; IONIA COUNTY (EXCEPT THE CITY OF PORTLAND); IOSCO, ISABELLA, KALAMAZOO, KALKASKA, KENT, LAKE,LEELANAU, MANISTEE, MASON, MECOSTA, MIDLAND, MISSAUKEE, MONTCALM, MONTMORENCY, MUSKEGON, NEWAYGO, OCEANA, OGEMAW, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE, ROSCOOMMON, SAGINAW, ST. JOSEPH, TUSCOLA, VAN BUREN, AND WEXFORD COUNTIES).....$ 22.45 16.72

LABORERS - OPEN CUT: GROUP 6- GROUTING MAN, AUDIO-VIDUAL TELEVISION OPERATIONS AND ALL OTHER OPERATIONS IN CONNECTION WITH CLOSED CIRCUIT TELEVITION INSPECTION, PIPE CLEANING AND PIPE RELINING WORK AND THE INSTALLATION AND REPAIR OF WATER SERVICE PIPE AND APPURTENANCES. SCOPE OF WORK: OPEN CUT CONSTRUCTION WORK SHALL BE CONSTRUED TO MEAN WORK WHICH REQUIRES THE EXCAVATION OF EARTH

INCLUDING INDUSTRIAL, COMMERCIAL AND RESIDENTIAL BUILDING SITE EXCAVATION AND PREPARATION, LAND BALANCING, DEMOLITION AND REMOVAL OF CONCRETE AND UNDERGROUND APPURTENANCES, GRADING, PAVING, SEWERS, UTILITIES AND IMPROVEMENTS; RETENTION, OXIDATION, FLOCCULATION AND IRRIGATION FACILITIES, AND ALSO INCLUDING BUT NOT LIMITED TO UNDERGROUND PIPING, CONDUITS, STEEL SHEETING FOR UNDERGROUND CONSTRUCTION, AND ALL WORK INCIDENTAL THERETO, AND GENERAL EXCAVATION. FOR ALL AREAS EXCEPT THE UPPER PENINSULA, OPEN CUT CONSTRUCTION WORK SHALL ALSO BE CONSTRUED TO MEAN WATERFRONT WORK, PIERS, DOCKS, SEAWALLS, BREAKWALLS, MARINAS AND ALL INCIDENTAL WORK. OPEN CUT CONSTRUCTION WORK SHALL NOT INCLUDE ANY STRUCTURAL MODIFICATIONS, ALTERATIONS, ADDITIONS AND REPAIRS TO BUILDINGS, OR HIGHWAY WORK, INCLUDING ROADS, STREETS, BRIDGE CONSTRUCTION AND PARKING LOTS OR STEEL ERECTION WORK AND EXCAVATION FOR THE BUILDING ITSELF AND BACK FILLING INSIDE OF AND WITHIN 5 FT. OF THE BUILDING AND FOUNDATIONS, FOOTINGS AND PIERS FOR THE BUILDING. OPEN CUT CONSTRUCTION WORK SHALL NOT INCLUDE ANY WORK COVERED UNDER TUNNEL, SHAFT AND CAISSON WORK. (ZONE 4 - ALCONA, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX, CHEBOYGAN, CLARE, CRAWFORD, EMMET, GLADWIN, GRAND TRAVERSE, GRATIOT AND HURON COUNTIES; IONIA COUNTY (EXCEPT THE CITY OF PORTLAND); IOSCO, ISABELLA, KALAMAZOO, KALKASKA,

KENT, LAKE,LEELANAU, MANISTEE, MASON, MECOSTA, MIDLAND, MISSAUKEE, MONTCALM, MONTMORENCY, MUSKEGON, NEWAYGO, OCEANA, OGEMAW, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE, ROSCOOMMON, SAGINAW, ST. JOSEPH, TUSCOLA, VAN BUREN, AND WEXFORD COUNTIES).....$ 19.67 16.72

LABORERS - OPEN CUT: GROUP 7- RESTORATION LABORER, SEEDING, SODDING, PLANTING, CUTTING, MULCHING AND TOP SOIL GRADING; AND THE RESTORATION OF PROPERTY SUCH AS REPLACING MAILBOXES, WOOD CHIPS, PLANTER BOXES, FLAGSTONES, ETC. SCOPE OF WORK: OPEN CUT CONSTRUCTION WORK SHALL BE CONSTRUED TO MEAN WORK WHICH REQUIRES THE EXCAVATION OF EARTH INCLUDING INDUSTRIAL, COMMERCIAL AND RESIDENTIAL BUILDING SITE EXCAVATION AND PREPARATION, LAND BALANCING, DEMOLITION AND REMOVAL OF CONCRETE AND UNDERGROUND APPURTENANCES, GRADING, PAVING, SEWERS, UTILITIES AND IMPROVEMENTS; RETENTION, OXIDATION, FLOCCULATION AND IRRIGATION FACILITIES, AND ALSO INCLUDING BUT NOT LIMITED TO UNDERGROUND PIPING, CONDUITS, STEEL SHEETING FOR UNDERGROUND CONSTRUCTION, AND ALL WORK INCIDENTAL THERETO, AND GENERAL EXCAVATION. FOR ALL AREAS EXCEPT THE UPPER PENINSULA, OPEN CUT CONSTRUCTION WORK SHALL ALSO BE CONSTRUED TO MEAN WATERFRONT WORK, PIERS, DOCKS, SEAWALLS, BREAKWALLS, MARINAS AND ALL INCIDENTAL WORK. OPEN CUT CONSTRUCTION WORK SHALL NOT INCLUDE ANY STRUCTURAL MODIFICATIONS, ALTERATIONS, ADDITIONS AND REPAIRS TO BUILDINGS, OR HIGHWAY

WORK, INCLUDING ROADS, STREETS, BRIDGE CONSTRUCTION AND PARKING LOTS OR STEEL ERECTION WORK AND EXCAVATION FOR THE BUILDING ITSELF AND BACK FILLING INSIDE OF AND WITHIN 5 FT. OF THE BUILDING AND FOUNDATIONS, FOOTINGS AND PIERS FOR THE BUILDING. OPEN CUT CONSTRUCTION WORK SHALL NOT INCLUDE ANY WORK COVERED UNDER TUNNEL, SHAFT AND CAISSON WORK. (ZONE 4 - ALCONA, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX, CHEBOYGAN, CLARE, CRAWFORD, EMMET, GLADWIN, GRAND TRAVERSE, GRATIOT AND HURON COUNTIES; IONIA COUNTY (EXCEPT THE CITY OF PORTLAND); IOSCO, ISABELLA, KALAMAZOO, KALKASKA, KENT, LAKE,LEELANAU, MANISTEE, MASON, MECOSTA, MIDLAND, MISSAUKEE, MONTCALM, MONTMORENCY, MUSKEGON, NEWAYGO, OCEANA, OGEMAW, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE, ROSCOOMMON, SAGINAW, ST. JOSEPH, TUSCOLA, VAN BUREN, AND WEXFORD COUNTIES).....$ 22.30 16.72

LABORERS - OPEN CUT: GROUP 1- CONSTRUCTION LABORER. SCOPE OF WORK: OPEN CUT CONSTRUCTION WORK SHALL BE CONSTRUED TO MEAN WORK WHICH REQUIRES THE EXCAVATION OF EARTH INCLUDING INDUSTRIAL, COMMERCIAL AND RESIDENTIAL BUILDING SITE EXCAVATION AND PREPARATION, LAND BALANCING, DEMOLITION AND REMOVAL OF CONCRETE AND UNDERGROUND APPURTENANCES, GRADING, PAVING, SEWERS, UTILITIES AND IMPROVEMENTS; RETENTION, OXIDATION, FLOCCULATION AND IRRIGATION FACILITIES, AND ALSO INCLUDING BUT

NOT LIMITED TO UNDERGROUND PIPING, CONDUITS, STEEL SHEETING FOR UNDERGROUND CONSTRUCTION, AND ALL WORK INCIDENTAL THERETO, AND GENERAL EXCAVATION. FOR ALL AREAS EXCEPT THE UPPER PENINSULA, OPEN CUT CONSTRUCTION WORK SHALL ALSO BE CONSTRUED TO MEAN WATERFRONT WORK, PIERS, DOCKS, SEAWALLS, BREAKWALLS, MARINAS AND ALL INCIDENTAL WORK. OPEN CUT CONSTRUCTION WORK SHALL NOT INCLUDE ANY STRUCTURAL MODIFICATIONS, ALTERATIONS, ADDITIONS AND REPAIRS TO BUILDINGS, OR HIGHWAY WORK, INCLUDING ROADS, STREETS, BRIDGE CONSTRUCTION AND PARKING LOTS OR STEEL ERECTION WORK AND EXCAVATION FOR THE BUILDING ITSELF AND BACK FILLING INSIDE OF AND WITHIN 5 FT. OF THE BUILDING AND FOUNDATIONS, FOOTINGS AND PIERS FOR THE BUILDING. OPEN CUT CONSTRUCTION WORK SHALL NOT INCLUDE ANY WORK COVERED UNDER TUNNEL, SHAFT AND CAISSON WORK. (ZONE 5 - ALGER, BARAGA, CHIPPEWA, DELTA, DICKINSON, GOGEBIC, HOUGHTON, IRON, KEWEENAW, LUCE, MACKINAC, MARQUETTE, MENOMINEE, ONTONAGON AND SCHOOLCRAFT COUNTIES).....$ 29.98 22.75

LABORERS - OPEN CUT: GROUP 2- MORTAR AND MATERIAL MIXER, CONCRETE FORM PERSON, SIGNAL PERSON, WELL POINT PERSON, MANHOLE, HEADWALL AND CATCH BASIN BUILDER, HEADWALL, SEAWALL, BREAKWALL AND DOCK BUILDER.MORTAR AND MATERIAL MIXER, CONCRETE FORM PERSON, SIGNAL PERSON, WELL POINT PERSON, MANHOLE, HEADWALL AND CATCH BASIN BUILDER, HEADWALL, SEAWALL, BREAKWALL AND DOCK BUILDER SCOPE OF

WORK: OPEN CUT CONSTRUCTION WORK SHALL BE CONSTRUED TO MEAN WORK WHICH REQUIRES THE EXCAVATION OF EARTH INCLUDING INDUSTRIAL, COMMERCIAL AND RESIDENTIAL BUILDING SITE EXCAVATION AND PREPARATION, LAND BALANCING, DEMOLITION AND REMOVAL OF CONCRETE AND UNDERGROUND APPURTENANCES, GRADING, PAVING, SEWERS, UTILITIES AND IMPROVEMENTS; RETENTION, OXIDATION, FLOCCULATION AND IRRIGATION FACILITIES, AND ALSO INCLUDING BUT NOT LIMITED TO UNDERGROUND PIPING, CONDUITS, STEEL SHEETING FOR UNDERGROUND CONSTRUCTION, AND ALL WORK INCIDENTAL THERETO, AND GENERAL EXCAVATION. FOR ALL AREAS EXCEPT THE UPPER PENINSULA, OPEN CUT CONSTRUCTION WORK SHALL ALSO BE CONSTRUED TO MEAN WATERFRONT WORK, PIERS, DOCKS, SEAWALLS, BREAKWALLS, MARINAS AND ALL INCIDENTAL WORK. OPEN CUT CONSTRUCTION WORK SHALL NOT INCLUDE ANY STRUCTURAL MODIFICATIONS, ALTERATIONS, ADDITIONS AND REPAIRS TO BUILDINGS, OR HIGHWAY WORK, INCLUDING ROADS, STREETS, BRIDGE CONSTRUCTION AND PARKING LOTS OR STEEL ERECTION WORK AND EXCAVATION FOR THE BUILDING ITSELF AND BACK FILLING INSIDE OF AND WITHIN 5 FT. OF THE BUILDING AND FOUNDATIONS, FOOTINGS AND PIERS FOR THE BUILDING. OPEN CUT CONSTRUCTION WORK SHALL NOT INCLUDE ANY WORK COVERED UNDER TUNNEL, SHAFT AND CAISSON WORK. (ZONE 5 - ALGER, BARAGA, CHIPPEWA, DELTA, DICKINSON, GOGEBIC, HOUGHTON, IRON, KEWEENAW, LUCE, MACKINAC, MARQUETTE, MENOMINEE, ONTONAGON AND SCHOOLCRAFT COUNTIES).....$ 30.09 19.45

LABORERS - OPEN CUT: GROUP 3- AIR, GASOLINE AND ELECTRIC TOOL OPERATOR, VIBRATOR OPERATOR, DRILLER, PUMP PERSON, TAR KETTLE OPERATOR, BRACER, RODDER, REINFORCED STEEL OR MESH PERSON (E.G., WIRE MESH, STEEL MATS, DOWEL BARS, ETC.), WELDER, PIPE JACKING AND BORING PERSON, WAGON DRILL AND AIR TRACK OPERATOR AND CONCRETE SAW OPERATOR (UNDER 40 H.P.), WINDLASS AND TUGGER PERSON AND DIRECTIONAL BORING PERSON. AIR, GASOLINE AND ELECTRIC TOOL OPERATOR, VIBRATOR OPERATOR, DRILLER, PUMP PERSON, TAR KETTLE OPERATOR, BRACER, RODDER, REINFORCED STEEL OR MESH PERSON (E.G., WIRE MESH, STEEL MATS, DOWEL BARS, ETC.), WELDER, PIPE JACKING AND BORING PERSON, WAGON DRILL AND AIR TRACK OPERATOR AND CONCRETE SAW OPERATOR (UNDER 40 H.P.), WINDLASS AND TUGGER PERSON AND DIRECTIONAL BORING PERSON SCOPE OF WORK: OPEN CUT CONSTRUCTION WORK SHALL BE CONSTRUED TO MEAN WORK WHICH REQUIRES THE EXCAVATION OF EARTH INCLUDING INDUSTRIAL, COMMERCIAL AND RESIDENTIAL BUILDING SITE EXCAVATION AND PREPARATION, LAND BALANCING, DEMOLITION AND REMOVAL OF CONCRETE AND UNDERGROUND APPURTENANCES, GRADING, PAVING, SEWERS, UTILITIES AND IMPROVEMENTS; RETENTION, OXIDATION, FLOCCULATION AND IRRIGATION FACILITIES, AND ALSO INCLUDING BUT NOT LIMITED TO UNDERGROUND PIPING, CONDUITS, STEEL SHEETING FOR UNDERGROUND CONSTRUCTION, AND ALL WORK INCIDENTAL THERETO, AND GENERAL EXCAVATION. FOR ALL AREAS EXCEPT THE UPPER PENINSULA, OPEN CUT CONSTRUCTION WORK SHALL ALSO BE

CONSTRUED TO MEAN WATERFRONT WORK, PIERS, DOCKS, SEAWALLS, BREAKWALLS, MARINAS AND ALL INCIDENTAL WORK. OPEN CUT CONSTRUCTION WORK SHALL NOT INCLUDE ANY STRUCTURAL MODIFICATIONS, ALTERATIONS, ADDITIONS AND REPAIRS TO BUILDINGS, OR HIGHWAY WORK, INCLUDING ROADS, STREETS, BRIDGE CONSTRUCTION AND PARKING LOTS OR STEEL ERECTION WORK AND EXCAVATION FOR THE BUILDING ITSELF AND BACK FILLING INSIDE OF AND WITHIN 5 FT. OF THE BUILDING AND FOUNDATIONS, FOOTINGS AND PIERS FOR THE BUILDING. OPEN CUT CONSTRUCTION WORK SHALL NOT INCLUDE ANY WORK COVERED UNDER TUNNEL, SHAFT AND CAISSON WORK. (ZONE 5 - ALGER, BARAGA, CHIPPEWA, DELTA, DICKINSON, GOGEBIC, HOUGHTON, IRON, KEWEENAW, LUCE, MACKINAC, MARQUETTE, MENOMINEE, ONTONAGON AND SCHOOLCRAFT COUNTIES).....$ 26.09 19.45

LABORERS - OPEN CUT: GROUP 4- TRENCH OR EXCAVATING GRADE PERSON. CONSTRUCTION LABORER SCOPE OF WORK: OPEN CUT CONSTRUCTION WORK SHALL BE CONSTRUED TO MEAN WORK WHICH REQUIRES THE EXCAVATION OF EARTH INCLUDING INDUSTRIAL, COMMERCIAL AND RESIDENTIAL BUILDING SITE EXCAVATION AND PREPARATION, LAND BALANCING, DEMOLITION AND REMOVAL OF CONCRETE AND UNDERGROUND APPURTENANCES, GRADING, PAVING, SEWERS, UTILITIES AND IMPROVEMENTS; RETENTION, OXIDATION, FLOCCULATION AND IRRIGATION FACILITIES, AND ALSO INCLUDING BUT NOT LIMITED TO UNDERGROUND PIPING, CONDUITS, STEEL SHEETING FOR UNDERGROUND CONSTRUCTION, AND ALL WORK INCIDENTAL THERETO, AND

GENERAL EXCAVATION. FOR ALL AREAS EXCEPT THE UPPER PENINSULA, OPEN CUT CONSTRUCTION WORK SHALL ALSO BE CONSTRUED TO MEAN WATERFRONT WORK, PIERS, DOCKS, SEAWALLS, BREAKWALLS, MARINAS AND ALL INCIDENTAL WORK. OPEN CUT CONSTRUCTION WORK SHALL NOT INCLUDE ANY STRUCTURAL MODIFICATIONS, ALTERATIONS, ADDITIONS AND REPAIRS TO BUILDINGS, OR HIGHWAY WORK, INCLUDING ROADS, STREETS, BRIDGE CONSTRUCTION AND PARKING LOTS OR STEEL ERECTION WORK AND EXCAVATION FOR THE BUILDING ITSELF AND BACK FILLING INSIDE OF AND WITHIN 5 FT. OF THE BUILDING AND FOUNDATIONS, FOOTINGS AND PIERS FOR THE BUILDING. OPEN CUT CONSTRUCTION WORK SHALL NOT INCLUDE ANY WORK COVERED UNDER TUNNEL, SHAFT AND CAISSON WORK. (ZONE 5 - ALGER, BARAGA, CHIPPEWA, DELTA, DICKINSON, GOGEBIC, HOUGHTON, IRON, KEWEENAW, LUCE, MACKINAC, MARQUETTE, MENOMINEE, ONTONAGON AND SCHOOLCRAFT COUNTIES).....$ 22.56 16.72

LABORERS - OPEN CUT: GROUP 5- PIE LAYER (INCLUDING CROCK, METAL PIPE, MULTI-PLATE OR OTHER CONDUITS). CONSTRUCTION LABORER SCOPE OF WORK: OPEN CUT CONSTRUCTION WORK SHALL BE CONSTRUED TO MEAN WORK WHICH REQUIRES THE EXCAVATION OF EARTH INCLUDING INDUSTRIAL, COMMERCIAL AND RESIDENTIAL BUILDING SITE EXCAVATION AND PREPARATION, LAND BALANCING, DEMOLITION AND REMOVAL OF CONCRETE AND UNDERGROUND APPURTENANCES, GRADING, PAVING, SEWERS, UTILITIES AND IMPROVEMENTS; RETENTION, OXIDATION, FLOCCULATION AND IRRIGATION FACILITIES, AND ALSO

INCLUDING BUT NOT LIMITED TO UNDERGROUND PIPING, CONDUITS, STEEL SHEETING FOR UNDERGROUND CONSTRUCTION, AND ALL WORK INCIDENTAL THERETO, AND GENERAL EXCAVATION. FOR ALL AREAS EXCEPT THE UPPER PENINSULA, OPEN CUT CONSTRUCTION WORK SHALL ALSO BE CONSTRUED TO MEAN WATERFRONT WORK, PIERS, DOCKS, SEAWALLS, BREAKWALLS, MARINAS AND ALL INCIDENTAL WORK. OPEN CUT CONSTRUCTION WORK SHALL NOT INCLUDE ANY STRUCTURAL MODIFICATIONS, ALTERATIONS, ADDITIONS AND REPAIRS TO BUILDINGS, OR HIGHWAY WORK, INCLUDING ROADS, STREETS, BRIDGE CONSTRUCTION AND PARKING LOTS OR STEEL ERECTION WORK AND EXCAVATION FOR THE BUILDING ITSELF AND BACK FILLING INSIDE OF AND WITHIN 5 FT. OF THE BUILDING AND FOUNDATIONS, FOOTINGS AND PIERS FOR THE BUILDING. OPEN CUT CONSTRUCTION WORK SHALL NOT INCLUDE ANY WORK COVERED UNDER TUNNEL, SHAFT AND CAISSON WORK. (ZONE 5 - ALGER, BARAGA, CHIPPEWA, DELTA, DICKINSON, GOGEBIC, HOUGHTON, IRON, KEWEENAW, LUCE, MACKINAC, MARQUETTE, MENOMINEE, ONTONAGON AND SCHOOLCRAFT COUNTIES).....$ 22.34 16.72

LABORERS - OPEN CUT: GROUP 6- GROUTING MAN, AUDIO-VIDUAL TELEVISION OPERATIONS AND ALL OTHER OPERATIONS IN CONNECTION WITH CLOSED CIRCUIT TELEVITION INSPECTION, PIPE CLEANING AND PIPE RELINING WORK AND THE INSTALLATION AND REPAIR OF WATER SERVICE PIPE AND APPURTENANCES. SCOPE OF WORK: OPEN CUT CONSTRUCTION WORK SHALL BE CONSTRUED TO MEAN WORK WHICH REQUIRES THE EXCAVATION OF EARTH

INCLUDING INDUSTRIAL, COMMERCIAL AND RESIDENTIAL BUILDING SITE EXCAVATION AND PREPARATION, LAND BALANCING, DEMOLITION AND REMOVAL OF CONCRETE AND UNDERGROUND APPURTENANCES, GRADING, PAVING, SEWERS, UTILITIES AND IMPROVEMENTS; RETENTION, OXIDATION, FLOCCULATION AND IRRIGATION FACILITIES, AND ALSO INCLUDING BUT NOT LIMITED TO UNDERGROUND PIPING, CONDUITS, STEEL SHEETING FOR UNDERGROUND CONSTRUCTION, AND ALL WORK INCIDENTAL THERETO, AND GENERAL EXCAVATION. FOR ALL AREAS EXCEPT THE UPPER PENINSULA, OPEN CUT CONSTRUCTION WORK SHALL ALSO BE CONSTRUED TO MEAN WATERFRONT WORK, PIERS, DOCKS, SEAWALLS, BREAKWALLS, MARINAS AND ALL INCIDENTAL WORK. OPEN CUT CONSTRUCTION WORK SHALL NOT INCLUDE ANY STRUCTURAL MODIFICATIONS, ALTERATIONS, ADDITIONS AND REPAIRS TO BUILDINGS, OR HIGHWAY WORK, INCLUDING ROADS, STREETS, BRIDGE CONSTRUCTION AND PARKING LOTS OR STEEL ERECTION WORK AND EXCAVATION FOR THE BUILDING ITSELF AND BACK FILLING INSIDE OF AND WITHIN 5 FT. OF THE BUILDING AND FOUNDATIONS, FOOTINGS AND PIERS FOR THE BUILDING. OPEN CUT CONSTRUCTION WORK SHALL NOT INCLUDE ANY WORK COVERED UNDER TUNNEL, SHAFT AND CAISSON WORK. (ZONE 5 - ALGER, BARAGA, CHIPPEWA, DELTA, DICKINSON, GOGEBIC, HOUGHTON, IRON, KEWEENAW, LUCE, MACKINAC, MARQUETTE, MENOMINEE, ONTONAGON AND SCHOOLCRAFT COUNTIES).....$ 19.99 16.72

LABORERS - OPEN CUT: GROUP 7- RESTORATION LABORER, SEEDING, SODDING, PLANTING, CUTTING, MULCHING AND

TOP SOIL GRADING; AND THE RESTORATION OF PROPERTY SUCH AS REPLACING MAILBOXES, WOOD CHIPS, PLANTER BOXES, FLAGSTONES, ETC. SCOPE OF WORK: OPEN CUT CONSTRUCTION WORK SHALL BE CONSTRUED TO MEAN WORK WHICH REQUIRES THE EXCAVATION OF EARTH INCLUDING INDUSTRIAL, COMMERCIAL AND RESIDENTIAL BUILDING SITE EXCAVATION AND PREPARATION, LAND BALANCING, DEMOLITION AND REMOVAL OF CONCRETE AND UNDERGROUND APPURTENANCES, GRADING, PAVING, SEWERS, UTILITIES AND IMPROVEMENTS; RETENTION, OXIDATION, FLOCCULATION AND IRRIGATION FACILITIES, AND ALSO INCLUDING BUT NOT LIMITED TO UNDERGROUND PIPING, CONDUITS, STEEL SHEETING FOR UNDERGROUND CONSTRUCTION, AND ALL WORK INCIDENTAL THERETO, AND GENERAL EXCAVATION. FOR ALL AREAS EXCEPT THE UPPER PENINSULA, OPEN CUT CONSTRUCTION WORK SHALL ALSO BE CONSTRUED TO MEAN WATERFRONT WORK, PIERS, DOCKS, SEAWALLS, BREAKWALLS, MARINAS AND ALL INCIDENTAL WORK. OPEN CUT CONSTRUCTION WORK SHALL NOT INCLUDE ANY STRUCTURAL MODIFICATIONS, ALTERATIONS, ADDITIONS AND REPAIRS TO BUILDINGS, OR HIGHWAY WORK, INCLUDING ROADS, STREETS, BRIDGE CONSTRUCTION AND PARKING LOTS OR STEEL ERECTION WORK AND EXCAVATION FOR THE BUILDING ITSELF AND BACK FILLING INSIDE OF AND WITHIN 5 FT. OF THE BUILDING AND FOUNDATIONS, FOOTINGS AND PIERS FOR THE BUILDING. OPEN CUT CONSTRUCTION WORK SHALL NOT INCLUDE ANY WORK COVERED UNDER TUNNEL, SHAFT AND CAISSON WORK. (ZONE 5 - ALGER, BARAGA, CHIPPEWA, DELTA,

DICKINSON, GOGEBIC, HOUGHTON, IRON, KEWEENAW,
LUCE, MACKINAC, MARQUETTE, MENOMINEE, ONTONAGON AND
SCHOOLCRAFT COUNTIES).....$ 22.45 16.72

LABO0465-001 06/01/2025

Rates Fringes

LABORER- HIGHWAY, BRIDGE, AND AIRPORT CONSTRUCTION
AREA 4: GROUP 6- LINE-FORM SETTER FOR CURB OR
PAVEMENT; ASPHALT SCREED CHECKER/SCREW MAN ON
ASPHALT PAVING MACHINES. (AREA 4: ALGER, BARAGA,
CHIPPEWA, DELTA, DICKINSON, GOGEBIC, HOUGHTON,
IRON, KEWEENAW, LUCE, MACKINAC, MARQUETTE,
MENOMINEE, ONTONAGON, AND SCHOOL CRAFT COUNTIES)....$ 34.51 13.45
LABORER- HIGHWAY, BRIDGE, AND AIRPORT CONSTRUCTION
AREA 4: GROUP 5- PIPE LAYERS, OXY-GUN. (AREA 4:
ALGER, BARAGA, CHIPPEWA, DELTA, DICKINSON, GOGEBIC,
HOUGHTON, IRON, KEWEENAW, LUCE, MACKINAC,
MARQUETTE, MENOMINEE, ONTONAGON, AND SCHOOL CRAFT
COUNTIES).....$ 34.08 13.45
LABORER- HIGHWAY, BRIDGE, AND AIRPORT CONSTRUCTION
AREA 4: GROUP 4- ASPHALT RAKER. (AREA 4: ALGER,
BARAGA, CHIPPEWA, DELTA, DICKINSON, GOGEBIC,
HOUGHTON, IRON, KEWEENAW, LUCE, MACKINAC,
MARQUETTE, MENOMINEE, ONTONAGON, AND SCHOOL CRAFT
COUNTIES).....$ 34.46 13.45
LABORER- HIGHWAY, BRIDGE, AND AIRPORT CONSTRUCTION
AREA 4: GROUP 3- TUNNEL MINER (HIGHWAY WORK ONLY);
FINISHERS TENDERS; GUARD RAIL BUILDERS; HIGHWAY AND

MEDIAN BARRIER INSTALLER; EARTH RETENTION BARRIER AND WALL AND M.S.E. WALL INSTALLER'S (INCLUDING SOUND, RETAINING AND CRASH BARRIERS); FENCE ERECTOR; BOTTOM PERSON; POWEDER PERSON; WAGON DRILL AND AIR TRACK OPERATOR; DIAMOND AND CORE DRILLS; GRADE CHECKER; CERTIFIED WELDERS; CURB AND SIDE RAIL SETTER'S TENDER. (AREA 4: ALGER, BARAGA, CHIPPEWA, DELTA, DICKINSON, GOGEBIC, HOUGHTON, IRON, KEWEENAW, LUCE, MACKINAC, MARQUETTE, MENOMINEE, ONTONAGON, AND SCHOOL CRAFT COUNTIES)....$ 34.02 13.45

LABORER- HIGHWAY, BRIDGE, AND AIRPORT CONSTRUCTION AREA 4: GROUP 2- MIXER OPERATOR (LESS THAN 5 SACKS); AIR OR ELECTRIC TOOL OPERATOR (JACKHAMMER, ETC.); SPREADER; BOXPERSON (ASPHALT, STONE, GRAVEL); CONCRETE PADDLER; POWER CHAIN SAW OPERATOR; PAVING BATCH TRUCK DUMPER; TUNNEL MUCKER (HIGHWAY WORK ONLY); CONCRETE SAW (UNDER 40 H.P.) AND DRY PACK MACHINE; ROTO-MILL GROUNDS PERSON. (AREA 4: ALGER, BARAGA, CHIPPEWA, DELTA, DICKINSON, GOGEBIC, HOUGHTON, IRON, KEWEENAW, LUCE, MACKINAC, MARQUETTE, MENOMINEE, ONTONAGON, AND SCHOOL CRAFT COUNTIES).....$ 33.73 13.45

LABORER- HIGHWAY, BRIDGE, AND AIRPORT CONSTRUCTION AREA 4: GROUP 1- ASPHALT SHOVELER OR LOADER; ASPHALT PLANT MISC.; BURLAP PERSON; YARD PERSON; DUMPER (WAGON, TRUCK, ETC.); JOINT FILLING LABORER; MISCELLANEOUS LABORER; UNSKILLED LABORER; PAVEMENT REINFORCEING; HANDLING AND PLACING (E.G. WIRE MESH, STEEL MATS, DOWEL BARS); MASON'S TENDER OR

BRICKLAYER'S TENDER ON MANHOLES; MANHOLE BUILDER; HEADWALLS, ETC.; WATERPROOFING (OTHER THAN BUILDLINGS), SEAL COATING AND SLURRY MIX, SHORING, UNDERPINNING; PRESSURE GROUTING; BRIDGE PIN AND HANGER REMOVAL; MATERIAL RECYCLING LABORER; HORIZONTAL PAVER LABORER (BRICK, CONCRETE, CLAY, STONE, AND ASPHALT); GROUND STABILIZATION AND MODIFICATION LABORER; GROUTING; WATERBLASTING; TOP PERSON; RAILROAD TRACK AND TRESTLE LABORER; CARPENTERS' TENDER; GUARD RAIL BUILDERS' TENDER; EARTH RETENTION BARRIER AND WALL AND M.S.E. WALL INSTALLER'S TENDER; ASPHALT RAKER TENDER; SIGN INSTALLER; REMOTE CONTROL OPERATED EQUIPMENT. (AREA 4: ALGER, BARAGA, CHIPPEWA, DELTA, DICKINSON, GOGEBIC, HOUGHTON, IRON, KEWEENAW, LUCE, MACKINAC, MARQUETTE, MENOMINEE, ONTONAGON, AND SCHOOL CRAFT COUNTIES).....$ 33.52 13.45

LABORER- HIGHWAY, BRIDGE, AND AIRPORT CONSTRUCTION AREA 3: GROUP 6- LINE-FORM SETTER FOR CURB OR PAVEMENT; ASPHALT SCREED CHECKER/SCREW MAN ON ASPHALT PAVING MACHINES. (AREA 3: ALCONA, ALPENA, ANTRIM, ARENAC, BENZIE, CHARLEVOIX, CHEBOYGAN, CLARE, CRAWFORD, EMMET, GLADWIN, GRAND TRAVERSE, IONIA, IOSCO, ISABELLA, KALKASKA, KENT, LAKE, LEELANAU, MANISTEE, MASON, MECOSTA, MISSAUKEE, MONTCALM, MONTMORENCY, NEWAYGO, OCEANA, OGEMAW, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PREQUE ISLE, ROSCOMMON, AND WEXFORD COUNTIES).....$ 33.61 14.45

LABORER- HIGHWAY, BRIDGE, AND AIRPORT CONSTRUCTION

AREA 3: GROUP 5- PIPE LAYERS, OXY-GUN. (AREA 3: ALCONA, ALPENA, ANTRIM, ARENAC, BENZIE, CHARLEVOIX, CHEBOYGAN, CLARE, CRAWFORD, EMMET, GLADWIN, GRAND TRAVERSE, IONIA, IOSCO, ISABELLA, KALKASKA, KENT, LAKE, LEELANAU, MANISTEE, MASON, MECOSTA, MISSAUKEE, MONTCALM, MONTMORENCY, NEWAYGO, OCEANA, OGEMAW, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PREQUE ISLE, ROSCOMMON, AND WEXFORD COUNTIES).....$ 33.18 14.45

LABORER- HIGHWAY, BRIDGE, AND AIRPORT CONSTRUCTION

AREA 3: GROUP 4- ASPHALT RAKER. (AREA 3: ALCONA, ALPENA, ANTRIM, ARENAC, BENZIE, CHARLEVOIX, CHEBOYGAN, CLARE, CRAWFORD, EMMET, GLADWIN, GRAND TRAVERSE, IONIA, IOSCO, ISABELLA, KALKASKA, KENT, LAKE, LEELANAU, MANISTEE, MASON, MECOSTA, MISSAUKEE, MONTCALM, MONTMORENCY, NEWAYGO, OCEANA, OGEMAW, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PREQUE ISLE, ROSCOMMON, AND WEXFORD COUNTIES).....$ 33.56 14.45

LABORER- HIGHWAY, BRIDGE, AND AIRPORT CONSTRUCTION

AREA 3: GROUP 3- TUNNEL MINER (HIGHWAY WORK ONLY); FINISHERS TENDERS; GUARD RAIL BUILDERS; HIGHWAY AND MEDIAN BARRIER INSTALLER; EARTH RETENTION BARRIER AND WALL AND M.S.E. WALL INSTALLER'S (INCLUDING SOUND, RETAINING AND CRASH BARRIERS); FENCE ERECTOR; BOTTOM PERSON; POWEDER PERSON; WAGON DRILL AND AIR TRACK OPERATOR; DIAMOND AND CORE DRILLS; GRADE CHECKER; CERTIFIED WELDERS; CURB AND SIDE RAIL SETTER'S TENDER. (AREA 3: ALCONA, ALPENA, ANTRIM, ARENAC, BENZIE, CHARLEVOIX, CHEBOYGAN, CLARE, CRAWFORD, EMMET, GLADWIN, GRAND TRAVERSE,

IONIA, IOSCO, ISABELLA, KALKASKA, KENT, LAKE,
LEELANAU, MANISTEE, MASON, MECOSTA, MISSAUKEE,
MONTCALM, MONTMORENCY, NEWAYGO, OCEANA, OGEMAW,
OSCEOLA, OSCODA, OTSEGO, OTTAWA, PREQUE ISLE,
ROSCOMMON, AND WEXFORD COUNTIES).....$ 33.12 14.45

LABORER- HIGHWAY, BRIDGE, AND AIRPORT CONSTRUCTION
AREA 3: GROUP 2- MIXER OPERATOR (LESS THAN 5
SACKS); AIR OR ELECTRIC TOOL OPERATOR (JACKHAMMER,
ETC.); SPREADER; BOXPERSON (ASPHALT, STONE,
GRAVEL); CONCRETE PADDLER; POWER CHAIN SAW
OPERATOR; PAVING BATCH TRUCK DUMPER; TUNNEL MUCKER
(HIGHWAY WORK ONLY); CONCRETE SAW (UNDER 40 H.P.)
AND DRY PACK MACHINE; ROTO-MILL GROUNDS PERSON.
(AREA 3: ALCONA, ALPENA, ANTRIM, ARENAC, BENZIE,
CHARLEVOIX, CHEBOYGAN, CLARE, CRAWFORD, EMMET,
GLADWIN, GRAND TRAVERSE, IONIA, IOSCO, ISABELLA,
KALKASKA, KENT, LAKE, LEELANAU, MANISTEE, MASON,
MECOSTA, MISSAUKEE, MONTCALM, MONTMORENCY, NEWAYGO,
OCEANA, OGEMAW, OSCEOLA, OSCODA, OTSEGO, OTTAWA,
PREQUE ISLE, ROSCOMMON, AND WEXFORD COUNTIES).....$ 33.83 14.45

LABORER- HIGHWAY, BRIDGE, AND AIRPORT CONSTRUCTION
AREA 3: GROUP 1- ASPHALT SHOVELER OR LOADER;
ASPHALT PLANT MISC.; BURLAP PERSON; YARD PERSON;
DUMPER (WAGON, TRUCK, ETC.); JOINT FILLING LABORER;
MISCELLANEOUS LABORER; UNSKILLED LABORER; PAVEMENT
REINFORCEING; HANDLING AND PLACING (E.G. WIRE MESH,
STEEL MATS, DOWEL BARS); MASON'S TENDER OR
BRICKLAYER'S TENDER ON MANHOLES; MANHOLE BUILDER;
HEADWALLS, ETC.; WATERPROOFING (OTHER THAN

BUILDLINGS), SEAL COATING AND SLURRY MIX, SHORING, UNDERPINNING; PRESSURE GROUTING; BRIDGE PIN AND HANGER REMOVAL; MATERIAL RECYCLING LABORER; HORIZONTAL PAVER LABORER (BRICK, CONCRETE, CLAY, STONE, AND ASPHALT); GROUND STABILIZATION AND MODIFICATION LABORER; GROUTING; WATERBLASTING; TOP PERSON; RAILROAD TRACK AND TRESTLE LABORER; CARPENTERS' TENDER; GUARD RAIL BUILDERS' TENDER; EARTH RETENTION BARRIER AND WALL AND M.S.E. WALL INSTALLER'S TENDER; ASPHALT RAKER TENDER; SIGN INSTALLER; REMOTE CONTROL OPERATED EQUIPMENT. (AREA 3: ALCONA, ALPENA, ANTRIM, ARENAC, BENZIE, CHARLEVOIX, CHEBOYGAN, CLARE, CRAWFORD, EMMET, GLADWIN, GRAND TRAVERSE, IONIA, IOSCO, ISABELLA, KALKASKA, KENT, LAKE, LEELANAU, MANISTEE, MASON, MECOSTA, MISSAUKEE, MONTCALM, MONTMORENCY, NEWAYGO, OCEANA, OGEMAW, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PREQUE ISLE, ROSCOMMON, AND WEXFORD COUNTIES).....$ 32.62 14.45

LABORER- HIGHWAY, BRIDGE, AND AIRPORT CONSTRUCTION AREA 2: GROUP 6- LINE-FORM SETTER FOR CURB OR PAVEMENT; ASPHALT SCREED CHECKER/SCREW MAN ON ASPHALT PAVING MACHINES. (AREA 2: ALLEGAN, BARRY, BAY, BERRIEN, BRANCH, CALHOUN, CASS, CLINTON, EATON, GRATIOT, HILLSDALE, HURON, INGHAM, JACKSON, KALAMAZOO, LAPEER, LENAWEE, LIVINGSTON, MIDLAND, MUSKEGON, SAGINAW, SANILACK, SHIAWASSEE, ST. CLAIR, ST. JOSEPH, TUSCOLA, AND VAN BUREN COUNTIES).....$ 34.37 14.45

LABORER- HIGHWAY, BRIDGE, AND AIRPORT CONSTRUCTION AREA 2: GROUP 5- PIPE LAYERS, OXY-GUN. (AREA 2:

ALLEGAN, BARRY, BAY, BERRIEN, BRANCH, CALHOUN, CASS, CLINTON, EATON, GRATIOT, HILLSDALE, HURON, INGHAM, JACKSON, KALAMAZOO, LAPEER, LENAWEE, LIVINGSTON, MIDLAND, MUSKEGON, SAGINAW, SANILACK, SHIAWASSEE, ST. CLAIR, ST. JOSEPH, TUSCOLA, AND VAN BUREN COUNTIES).....$ 34.03 14.45

LABORER- HIGHWAY, BRIDGE, AND AIRPORT CONSTRUCTION AREA 2: GROUP 4- ASPHALT RAKER. (AREA 2: ALLEGAN, BARRY, BAY, BERRIEN, BRANCH, CALHOUN, CASS, CLINTON, EATON, GRATIOT, HILLSDALE, HURON, INGHAM, JACKSON, KALAMAZOO, LAPEER, LENAWEE, LIVINGSTON, MIDLAND, MUSKEGON, SAGINAW, SANILACK, SHIAWASSEE, ST. CLAIR, ST. JOSEPH, TUSCOLA, AND VAN BUREN COUNTIES).....$ 34.16 14.45

LABORER- HIGHWAY, BRIDGE, AND AIRPORT CONSTRUCTION AREA 2: GROUP 3- TUNNEL MINER (HIGHWAY WORK ONLY); FINISHERS TENDERS; GUARD RAIL BUILDERS; HIGHWAY AND MEDIAN BARRIER INSTALLER; EARTH RETENTION BARRIER AND WALL AND M.S.E. WALL INSTALLER'S (INCLUDING SOUND, RETAINING AND CRASH BARRIERS); FENCE ERECTOR; BOTTOM PERSON; POWEDER PERSON; WAGON DRILL AND AIR TRACK OPERATOR; DIAMOND AND CORE DRILLS; GRADE CHECKER; CERTIFIED WELDERS; CURB AND SIDE RAIL SETTER'S TENDER. (AREA 2: ALLEGAN, BARRY, BAY, BERRIEN, BRANCH, CALHOUN, CASS, CLINTON, EATON, GRATIOT, HILLSDALE, HURON, INGHAM, JACKSON, KALAMAZOO, LAPEER, LENAWEE, LIVINGSTON, MIDLAND, MUSKEGON, SAGINAW, SANILACK, SHIAWASSEE, ST. CLAIR, ST. JOSEPH, TUSCOLA, AND VAN BUREN COUNTIES).....$ 33.81 14.45

LABORER- HIGHWAY, BRIDGE, AND AIRPORT CONSTRUCTION AREA 2: GROUP 2- MIXER OPERATOR (LESS THAN 5 SACKS); AIR OR ELECTRIC TOOL OPERATOR (JACKHAMMER, ETC.); SPREADER; BOXPERSON (ASPHALT, STONE, GRAVEL); CONCRETE PADDLER; POWER CHAIN SAW OPERATOR; PAVING BATCH TRUCK DUMPER; TUNNEL MUCKER (HIGHWAY WORK ONLY); CONCRETE SAW (UNDER 40 H.P.) AND DRY PACK MACHINE; ROTO-MILL GROUNDS PERSON. (AREA 2: ALLEGAN, BARRY, BAY, BERRIEN, BRANCH, CALHOUN, CASS, CLINTON, EATON, GRATIOT, HILLSDALE, HURON, INGHAM, JACKSON, KALAMAZOO, LAPEER, LENAWEE, LIVINGSTON, MIDLAND, MUSKEGON, SAGINAW, SANILACK, SHIAWASSEE, ST. CLAIR, ST. JOSEPH, TUSCOLA, AND VAN BUREN COUNTIES).....$ 30.03 14.45

LABORER- HIGHWAY, BRIDGE, AND AIRPORT CONSTRUCTION AREA 2: GROUP 1- ASPHALT SHOVELER OR LOADER; ASPHALT PLANT MISC.; BURLAP PERSON; YARD PERSON; DUMPER (WAGON, TRUCK, ETC.); JOINT FILLING LABORER; MISCELLANEOUS LABORER; UNSKILLED LABORER; PAVEMENT REINFORCEING; HANDLING AND PLACING (E.G. WIRE MESH, STEEL MATS, DOWEL BARS); MASON'S TENDER OR BRICKLAYER'S TENDER ON MANHOLES; MANHOLE BUILDER; HEADWALLS, ETC.; WATERPROOFING (OTHER THAN BUILDLINGS), SEAL COATING AND SLURRY MIX, SHORING, UNDERPINNING; PRESSURE GROUTING; BRIDGE PIN AND HANGER REMOVAL; MATERIAL RECYCLING LABORER; HORIZONTAL PAVER LABORER (BRICK, CONCRETE, CLAY, STONE, AND ASPHALT); GROUND STABILIZATION AND MODIFICATION LABORER; GROUTING; WATERBLASTING; TOP

PERSON; RAILROAD TRACK AND TRESTLE LABORER; CARPENTERS' TENDER; GUARD RAIL BUILDERS' TENDER; EARTH RETENTION BARRIER AND WALL AND M.S.E. WALL INSTALLER'S TENDER; ASPHALT RAKER TENDER; SIGN INSTALLER; REMOTE CONTROL OPERATED EQUIPMENT. (AREA 2: ALLEGAN, BARRY, BAY, BERRIEN, BRANCH, CALHOUN, CASS, CLINTON, EATON, GRATIOT, HILLSDALE, HURON, INGHAM, JACKSON, KALAMAZOO, LAPEER, LENAWEE, LIVINGSTON, MIDLAND, MUSKEGON, SAGINAW, SANILACK, SHIAWASSEE, ST. CLAIR, ST. JOSEPH, TUSCOLA, AND VAN BUREN COUNTIES).....$ 33.37 14.45

LABORER- HIGHWAY, BRIDGE, AND AIRPORT CONSTRUCTION AREA 1: GROUP 6- LINE-FORM SETTER FOR CURB OR PAVEMENT; ASPHALT SCREED CHECKER/SCREW MAN ON ASPHALT PAVING MACHINES. (AREA 1: GENESE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE COUNTIES).....$ 36.41 14.45

LABORER- HIGHWAY, BRIDGE, AND AIRPORT CONSTRUCTION AREA 1: GROUP 5- PIPE LAYERS, OXY-GUN. (AREA 1: GENESE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE COUNTIES).....$ 36.11 14.45

LABORER- HIGHWAY, BRIDGE, AND AIRPORT CONSTRUCTION AREA 1: GROUP 4- ASPHALT RAKER. (AREA 1: GENESE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE COUNTIES).....$ 35.90 14.45

LABORER- HIGHWAY, BRIDGE, AND AIRPORT CONSTRUCTION AREA 1: GROUP 3- TUNNEL MINER (HIGHWAY WORK ONLY); FINISHERS TENDERS; GUARD RAIL BUILDERS; HIGHWAY AND MEDIAN BARRIER INSTALLER; EARTH RETENTION BARRIER AND WALL AND M.S.E. WALL INSTALLER'S (INCLUDING

SOUND, RETAINING AND CRASH BARRIERS); FENCE ERECTOR; BOTTOM PERSON; POWEDER PERSON; WAGON DRILL AND AIR TRACK OPERATOR; DIAMOND AND CORE DRILLS; GRADE CHECKER; CERTIFIED WELDERS; CURB AND SIDE RAIL SETTER'S TENDER. (AREA 1: GENESE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE COUNTIES).....$ 35.82 14.45

LABORER- HIGHWAY, BRIDGE, AND AIRPORT CONSTRUCTION AREA 1: GROUP 2- MIXER OPERATOR (LESS THAN 5 SACKS); AIR OR ELECTRIC TOOL OPERATOR (JACKHAMMER, ETC.); SPREADER; BOXPERSON (ASPHALT, STONE, GRAVEL); CONCRETE PADDLER; POWER CHAIN SAW OPERATOR; PAVING BATCH TRUCK DUMPER; TUNNEL MUCKER (HIGHWAY WORK ONLY); CONCRETE SAW (UNDER 40 H.P.) AND DRY PACK MACHINE; ROTO-MILL GROUNDS PERSON. (AREA 1: GENESE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE COUNTIES).....$ 31.96 14.45

LABORER- HIGHWAY, BRIDGE, AND AIRPORT CONSTRUCTION AREA 1: GROUP 1- ASPHALT SHOVELER OR LOADER; ASPHALT PLANT MISC.; BURLAP PERSON; YARD PERSON; DUMPER (WAGON, TRUCK, ETC.); JOINT FILLING LABORER; MISCELLANEOUS LABORER; UNSKILLED LABORER; PAVEMENT REINFORCEING; HANDLING AND PLACING (E.G. WIRE MESH, STEEL MATS, DOWEL BARS); MASON'S TENDER OR BRICKLAYER'S TENDER ON MANHOLES; MANHOLE BUILDER; HEADWALLS, ETC.; WATERPROOFING (OTHER THAN BUILDLINGS), SEAL COATING AND SLURRY MIX, SHORING, UNDERPINNING; PRESSURE GROUTING; BRIDGE PIN AND HANGER REMOVAL; MATERIAL RECYCLING LABORER; HORIZONTAL PAVER LABORER (BRICK, CONCRETE, CLAY,

STONE, AND ASPHALT); GROUND STABILIZATION AND MODIFICATION LABORER; GROUTING; WATERBLASTING; TOP PERSON; RAILROAD TRACK AND TRESTLE LABORER; CARPENTERS' TENDER; GUARD RAIL BUILDERS' TENDER; EARTH RETENTION BARRIER AND WALL AND M.S.E. WALL INSTALLER'S TENDER; ASPHALT RAKER TENDER; SIGN INSTALLER; REMOTE CONTROL OPERATED EQUIPMENT. (AREA 1: GENESE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE COUNTIES).....$ 35.51 14.45

LABO1076-005 04/01/2025

	Rates	Fringes
LABORER: DISTRIBUTION WORK - THE CONSTRUCTION, INSTALLATION, TREATING AND RECONDITIONING OF DISTRIBUTION PIPELINES TRANSPORTING COAL, OIL, GAS OR OTHER SIMILAR MATERIALS, VAPORS OR LIQUIDS, INCLUDING PIPELINES WITHIN PRIVATE PROPERTY BOUNDARIES, UP TO AND INCLUDING THE METER SETTINGS ON RESIDENTIAL, COMMERCIAL, INDUSTRIAL, INSTITUTIONAL, PRIVATE AND PUBLIC STRUCTURES. ALL WORK COVERING PUMPING STATIONS AND TANK FARMS NOT COVERED BY THE BUILDING TRADES AGREEMENT. OTHER DISTRIBUTION LINES WITH THE EXCEPTION OF SEWER, WATER AND CABLE TELEVISION ARE INCLUDED. UNDERGROUND DUCT LAYER PAY: $.40 PER HOUR ABOVE THE BASE PAY RATE. (ZONE 5 - REMAINING COUNTIES IN MICHIGAN).....	$ 22.95	13.45
LABORER: DISTRIBUTION WORK - THE CONSTRUCTION,		

INSTALLATION, TREATING AND RECONDITIONING OF DISTRIBUTION PIPELINES TRANSPORTING COAL, OIL, GAS OR OTHER SIMILAR MATERIALS, VAPORS OR LIQUIDS, INCLUDING PIPELINES WITHIN PRIVATE PROPERTY BOUNDARIES, UP TO AND INCLUDING THE METER SETTINGS ON RESIDENTIAL, COMMERCIAL, INDUSTRIAL, INSTITUTIONAL, PRIVATE AND PUBLIC STRUCTURES. ALL WORK COVERING PUMPING STATIONS AND TANK FARMS NOT COVERED BY THE BUILDING TRADES AGREEMENT. OTHER DISTRIBUTION LINES WITH THE EXCEPTION OF SEWER, WATER AND CABLE TELEVISION ARE INCLUDED. UNDERGROUND DUCT LAYER PAY: $.40 PER HOUR ABOVE THE BASE PAY RATE. (ZONE 4 - ALGER, BARAGA, CHIPPEWA, DELTA, DICKINSON, GOGEBIC, HOUGHTON, IRON, KEWEENAW, LUCE, MACKINAC, MARQUETTE, MENOMINEE, ONTONAGON AND SCHOOLCRAFT).....$ 22.92 13.45

LABORER: DISTRIBUTION WORK - THE CONSTRUCTION, INSTALLATION, TREATING AND RECONDITIONING OF DISTRIBUTION PIPELINES TRANSPORTING COAL, OIL, GAS OR OTHER SIMILAR MATERIALS, VAPORS OR LIQUIDS, INCLUDING PIPELINES WITHIN PRIVATE PROPERTY BOUNDARIES, UP TO AND INCLUDING THE METER SETTINGS ON RESIDENTIAL, COMMERCIAL, INDUSTRIAL, INSTITUTIONAL, PRIVATE AND PUBLIC STRUCTURES. ALL WORK COVERING PUMPING STATIONS AND TANK FARMS NOT COVERED BY THE BUILDING TRADES AGREEMENT. OTHER DISTRIBUTION LINES WITH THE EXCEPTION OF SEWER, WATER AND CABLE TELEVISION ARE INCLUDED. UNDERGROUND DUCT LAYER PAY: $.40 PER HOUR ABOVE THE

BASE PAY RATE. (ZONE 3 - BAY, GENESEE, LAPEER, MIDLAND, SAGINAW, SANILAC, SHIAWASSEE AND ST. CLAIR).....$ 23.55 13.45

LABORER: DISTRIBUTION WORK - THE CONSTRUCTION, INSTALLATION, TREATING AND RECONDITIONING OF DISTRIBUTION PIPELINES TRANSPORTING COAL, OIL, GAS OR OTHER SIMILAR MATERIALS, VAPORS OR LIQUIDS, INCLUDING PIPELINES WITHIN PRIVATE PROPERTY BOUNDARIES, UP TO AND INCLUDING THE METER SETTINGS ON RESIDENTIAL, COMMERCIAL, INDUSTRIAL, INSTITUTIONAL, PRIVATE AND PUBLIC STRUCTURES. ALL WORK COVERING PUMPING STATIONS AND TANK FARMS NOT COVERED BY THE BUILDING TRADES AGREEMENT. OTHER DISTRIBUTION LINES WITH THE EXCEPTION OF SEWER, WATER AND CABLE TELEVISION ARE INCLUDED.

UNDERGROUND DUCT LAYER PAY: $.40 PER HOUR ABOVE THE BASE PAY RATE. (ZONE 2 - MONROE AND WASHTENAW).....$ 24.55 13.45

LABORER: DISTRIBUTION WORK - THE CONSTRUCTION, INSTALLATION, TREATING AND RECONDITIONING OF DISTRIBUTION PIPELINES TRANSPORTING COAL, OIL, GAS OR OTHER SIMILAR MATERIALS, VAPORS OR LIQUIDS, INCLUDING PIPELINES WITHIN PRIVATE PROPERTY BOUNDARIES, UP TO AND INCLUDING THE METER SETTINGS ON RESIDENTIAL, COMMERCIAL, INDUSTRIAL, INSTITUTIONAL, PRIVATE AND PUBLIC STRUCTURES. ALL WORK COVERING PUMPING STATIONS AND TANK FARMS NOT COVERED BY THE BUILDING TRADES AGREEMENT. OTHER DISTRIBUTION LINES WITH THE EXCEPTION OF SEWER, WATER AND CABLE TELEVISION ARE INCLUDED.

UNDERGROUND DUCT LAYER PAY: $.40 PER HOUR ABOVE THE BASE PAY RATE. (ZONE 1 - MACOMB, OAKLAND AND WAYNE).....$ 28.41 13.45

PAIN0022-002 07/01/2008

Rates Fringes

PAINTER (HILLSDALE, JACKSON AND LENAWEE COUNTIES; LIVINGSTON COUNTY (EAST OF THE EASTERN CITY LIMITS OF HOWELL, NOT INCLUDING THE CITY OF HOWELL, NORTH TO THE GENESEE COUNTY LINE AND SOUTH TO THE WASHTENAW COUNTY LINE); MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE COUNTIES). FOOTNOTES: FOR ALL SPRAY WORK AND JOURNEYMAN RIGGING FOR SPRAY WORK, ALSO BLOWING OFF, $0.80 PER HOUR ADDITIONAL (APPLIES ONLY TO WORKERS DOING RIGGING FOR SPRAY WORK ON OFF THE FLOOR WORK. DOES NOT INCLUDE SETTING UP OR MOVING RIGGING ON FLOOR SURFACES, NOR DOES IT APPLY TO WORKERS ENGAGED IN COVERING UP OR TENDING SPRAY EQUIPMENT. FOR ALL SANDBLASTING AND SPRAY WORK PERFORMED ON HIGHWAY BRIDGES, OVERPASSES, TANKS OR STEEL, $0.80 PER HOUR ADDITIONAL. FOR ALL BRUSHING, CLEANING AND OTHER PREPARATORY WORK (OTHER THAN SPRAYING OR STEEPLEJACK WORK) AT SCAFFOLD HEIGHTS OF FIFTY (50) FEET FROM THE GROUND OR HIGHER, $0.50 PER HOUR ADDITIONAL. FOR ALL PREPARATORIAL WORK AND PAINTING PERFORMED ON OPEN STEEL UNDER FORTY (40) FEET WHEN NO SCAFFOLDING IS INVOLVED, $0.50 PER HOUR

ADDITIONAL. FOR ALL SWING STAGE WORK-WINDOW JACKS AND WINDOW BELTS-EXTERIOR AND INTERIOR, $0.50 PER HOUR ADDITIONAL. FOR ALL SPRAY WORK AND SANDBLASTER WORK TO A SCAFFOLD HEIGHT OF FORTY (40) FEET ABOVE THE FLOOR LEVEL, $0.80 PER HOUR ADDITIONAL. FOR ALL PREPARATORIAL WORK AND PAINTING ON ALL HIGHWAY BRIDGES OR OVERPASSES UP TO FORTY (40) FEET IN HEIGHT, $0.50 PER HOUR ADDITIONAL. FOR ALL STEEPLEJACK WORK PERFORMED WHERE THE ELEVATION IS FORTY (40) FEET OR MORE, $1.25 PER HOUR ADDITIONAL..$ 25.06 14.75

PAIN0312-001 06/01/2018

	Rates	Fringes
PAINTER: SPRAY, SANDBLAST, SIGN PAINTING (EXCLUDES: ALLEGAN COUNTY (TOWNSHIPS OF DORR, FILLMORE, HEATH, HOPKINS, LAKETOWN, LEIGHTON, MANLIUS, MONTEREY, OVERISEL, SALEM, SAUGATUCK AND WAYLAND); INCLUDES: BARRY, BERRIEN, BRANCH, CALHOUN, CASS, HILLSDALE, KALAMAZOO, ST. JOSEPH, VAN BUREN).....	$ 24.94	13.35
PAINTER: BRUSH AND ROLLER (EXCLUDES: ALLEGAN COUNTY (TOWNSHIPS OF DORR, FILLMORE, HEATH, HOPKINS, LAKETOWN, LEIGHTON, MANLIUS, MONTEREY, OVERISEL, SALEM, SAUGATUCK AND WAYLAND); INCLUDES: BARRY, BERRIEN, BRANCH, CALHOUN, CASS, HILLSDALE, KALAMAZOO, ST. JOSEPH, VAN BUREN).....	$ 23.74	13.35

PAIN0845-003 05/10/2018

	Rates	Fringes
PAINTER (CLINTON COUNTY; EATON COUNTY (DOES NOT INCLUDE THE TOWNSHIPS OF BELLEVUE AND OLIVET); INGHAM COUNTY; IONIA COUNTY (EAST OF HWY. M 66); LIVINGSTON COUNTY (WEST OF THE EASTERN CITY LIMITS OF HOWELL, INCLUDING THE CITY OF HOWELL, NORTH TO THE GENESEE COUNTY LINE AND SOUTH TO THE WASHTENAW COUNTY LINE); AND SHIAWASSEE COUNTY (TOWNSHIPS OF BENNINGTON, LAINGSBURY AND PERRY))	$ 25.49	13.74

PAIN0845-015 05/10/2018

	Rates	Fringes
PAINTER (MUSKEGON COUNTY; NEWAYGO COUNTY (EXCEPT THE TOWNSHIPS OF BARTON, BIG PRAIRIE, BROOKS, CROTON, ENSLEY, EVERETT, GOODWELL, GRANT, HOME, MONROE, NORWICH AND WILCOX); OCEANA COUNTY; OTTAWA COUNTY (EXCEPT THE TOWNSHIPS OF ALLENDALE, BLENDONE, CHESTER, GEORGETOWN, HOLLAND, JAMESTOWN, OLIVE, PARK, POLKTON, PORT SHELDON, TALLMADGE, WRIGHT AND ZEELAND):)	$ 25.49	13.74

PAIN0845-018 05/10/2018

	Rates	Fringes
PAINTER (ALLEGAN COUNTY (TOWNSHIPS OF DORR, FILLMORE, HEATH, HOPKINS, LAKETOWN, LEIGHTON, MANLIUS, MONTEREY, OVERISEL, SALEM, SAUGATUCK AND WAYLAND); IONIA COUNTY (WEST OF HWY. M-66); KENT,		

MECOSTA AND MONTCALM COUNTIES; NEWAYGO COUNTY (TOWNSHIPS OF BARTON, BIG PRAIRIE, BROOKS, CROTON, ENSLEY, EVERETT, GOODWELL, GRANT, HOME, MONROE, NORWICH AND WILCOX); OSCEOLA COUNTY (SOUTH OF HWY. #10); OTTAWA COUNTY (TOWNSHIPS OF ALLENDALE, BLENDONE, CHESTER, GEORGETOWN, HOLLAND, JAMESTOWN, OLIVE, PARK, POLK.....$ 25.49 13.74

PAIN1011-003 06/02/2022

Rates Fringes

PAINTER (ALGER, BARAGA, CHIPPEWA, DELTA, DICKINSON, GOGEBIC, HOUGHTON, IRON, KEWEENAW, LUCE, MACKINAC, MARQUETTE, MENOMINEE, ONTONAGON AND SCHOOLCRAFT COUNTIES) FOOTNOTES: HIGH PAY (BRIDGES, OVERPASSES, WATERTOWER): 30 TO 80 FT.: $.65 PER HOUR ADDITIONAL. 80 FT. AND OVER: $1.30 PER HOUR ADDITIONAL.....$ 24.66 14.99

PAIN1474-002 06/01/2010

Rates Fringes

PAINTER (HURON COUNTY; LAPEER COUNTY (EAST OF HWY. M-53); ST. CLAIR, SANILAC AND TUSCOLA COUNTIES) FOOTNOTES: LEAD ABATEMENT WORK: $1.00 PER HOUR ADDITIONAL. WORK WITH ANY HAZARDOUS MATERIAL: $1.00 PER HOUR ADDITIONAL. SANDBLASTING, STEAM CLEANING AND ACID CLEANING: $1.00 PER HOUR ADDITIONAL. LADDER WORK AT OR ABOVE 40 FT., SCAFFOLD WORK AT OR

ABOVE 40 FT., SWING STAGE, BOATSWAIN CHAIR, WINDOW JACKS AND ALL WORK PERFORMED OVER A FALLING HEIGHT OF 40 FT.: $1.00 PER HOUR ADDITIONAL. SPRAY GUN WORK, PICK PULLERS AND THOSE HANDLING NEEDLES, BLOWING OFF BY AIR PRESSURE, AND ANY PERSON RIGGING (SETTING UP AND MOVING OFF THE GROUND): $1.00 PER HOUR ADDITIONAL. STEEPLEJACK, TANKS, GAS HOLDERS, STACKS, FLAG POLES, RADIO TOWERS AND BEACONS, POWER LINE TOWERS, BRIDGES, ETC.: $1.00 PER HOUR ADDITIONAL, PAID FROM THE GROUND UP.....$ 23.79 12.02

PAIN1803-003 06/01/2025

	Rates	Fringes
PAINTER: WORK PERFORMED ON WATER, BRIDGES OVER WATER OR MOVING TRAFFIC, RADIO AND POWERLINE TOWERS, ELEVATED TANKS, STEEPLES, SMOKE STACKS OVER 40 FT. OF FALLING HEIGHTS, RECOVERY OF LEAD-BASED PAINTS AND ANY WORK ASSOCIATED WITH INDUSTRIAL PLANTS, EXCEPT MAINTENANCE OF INDUSTRIAL PLANTS. (ALCONA, ALPENA, ANTRIM, ARENAC, BAY, BENZIE, CHARLEVOIX, CHEBOYGAN, CLARE, CRAWFORD, EMMET, GLADWIN, GRAND TRAVERSE, GRATIOT, IOSCO, ISABELLA, KALKASKA, LAKE, LEELANAU, MANISTEE, MASON, MIDLAND, MISSAUKEE, MONTMORENCY AND OGEMAW COUNTIES; OSCEOLA COUNTY (NORTH OF HWY. #10); OSCODA, OTSEGO, PREQUE ISLE, ROSCOMMON, SAGINAW AND WEXFORD COUNTIES).....	$ 29.23	19.11
PAINTER: ALL OTHER WORK, INCLUDING MAINTENANCE OF INDUSTRIAL PLANT. (ALCONA, ALPENA, ANTRIM,		

ARENAC, BAY, BENZIE, CHARLEVOIX, CHEBOYGAN, CLARE, CRAWFORD, EMMET, GLADWIN, GRAND TRAVERSE, GRATIOT, IOSCO, ISABELLA, KALKASKA, LAKE, LEELANAU, MANISTEE, MASON, MIDLAND, MISSAUKEE, MONTMORENCY AND OGEMAW COUNTIES; OSCEOLA COUNTY (NORTH OF HWY. #10); OSCODA, OTSEGO, PRESQUE ISLE, ROSCOMMON, SAGINAW AND WEXFORD COUNTIES) FOOTNOTES: SPRAY PAINTING, SANDBLASTING, BLOWDOWN ASSOCIATED WITH SPRAYING AND BLASTING, WATER BLASTING AND WORK INVOLVING A SWING STAGE, BOATSWAIN CHAIR OR SPIDER: $1.00 PER HOUR ADDITIONAL. ALL WORK PERFORMED INSIDE TANKS, VESSELS, TANK TRAILERS, RAILROAD CARS, SEWERS, SMOKE STACKS, BOILERS OR OTHER SPACES HAVING LIMITED EGRESS NOT INCLUDING BUILDINGS, OPENTOP TANKS, PITS, ETC.: $1.25 PER HOUR ADDITIONAL.....$ 29.35 19.05

PLAS0514-001 06/01/2023

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER: ZONE 2 (ALCONA, ALGER, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARAGA, BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX, CHEBOYGAN, CHIPPEWA, CLARE, CLINTON, CRAWFORD, DELTA, DICKINSON, EATON, EMMET, GLADWIN, GOGEBIC, GRAND TRAVERSE, GRATIOT, HILLSDALE, HOUGHTON, HURON, INGHAM, IONIA, IOSCO, IRON, ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT, KEWEENAW, LAKE, LAPEER, LEELANAU, LENAWEE, LUCE,		

MACKINAC, MANISTEE, MARQUETTE, MASON, MECOSTA, MENOMINEE, MIDLAND, MISSAUKEE, MONTCALM, MONTMORENCY, MUSKEGON, NEWAYGO, OCEANA, OGEMAW, ONTONAGON, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE, ROSCOMMON, SANILAC, SCHOOLCRAFT, SHIAWASSEE, ST. CLAIR, ST. JOSEPH, TUSCOLA, VAN BUREN, AND WEXFORD COUNTIES).....$ 31.50 18.51

CEMENT MASON/CONCRETE FINISHER: ZONE 1 (GENESEE, LIVINGSTON, MACOMB, MONROE, OAKLAND, SAGINAW, WASHTENAW AND WAYNE COUNTIES).....$ 33.00 18.51

PLUM0190-003 05/01/2015

	Rates	Fringes
PLUMBER/PIPEFITTER - GAS DISTRIBUTION PIPELINE: WELDING IN CONJUNCTION WITH GAS DISTRIBUTION PIPELINE WORK	$ 33.03	20.19
PLUMBER/PIPEFITTER - GAS DISTRIBUTION PIPELINE: ALL OTHER WORK	$ 24.19	12.28

SUMI2002-001 08/13/1986

	Rates	Fringes
PAVEMENT MARKING MACHINE: GROUP 2 Performs all functions involved for the placement or removal of temporary or permanent pavement markings or markers not covered by the classification of Pavement Marker Group 1 or Line Protector. ZONE 2: STATEWIDE (EXCLUDING GENESEE, MACOMB, MONROE,		

OAKLAND, WASHTENAW AND WAYNE).....$ 30.03 14.45

PAVEMENT MARKING MACHINE: GROUP 2 Performs all functions involved for the placement or removal of temporary or permanent pavement markings or markers not covered by the classification of Pavement Marker Group 1 or Line Protector. ZONE 1: GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE.....$ 31.96 14.45

PAVEMENT MARKING MACHINE: GROUP 1 Drives or operates a truck mounted striper, grinder, blaster, groover, or thermoplastic melter for the placement or removal of temporary or permanent pavement markings or markers. ZONE 2: STATEWIDE (EXCLUDING GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE COUNTIES).....$ 33.37 14.45

PAVEMENT MARKING MACHINE: GROUP 1 Drives or operates a truck mounted striper, grinder, blaster, groover, or thermoplastic melter for the placement or removal of temporary or permanent pavement markings or markers. ZONE 1: GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE COUNTIES.....$ 35.51 14.45

LINE PROTECTOR: Performs all operations for the protection or removal of temporary or permanent pavement markings or markers in a moving convoy operation not performed by the classification of Pavement Marker Group 1. A moving convoy operation is compreised of only Pavement Markers Group 1 and Line Protectors. (ZONE 2: STATEWIDE (EXCLUDING GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND

WAYNE).....$ 25.03 14.45

LINE PROTECTOR Performs all operations for the protection or removal of temporary or permanent pavement markings or markers in a moving convoy operation not performed by the classification of Pavement Marker Group 1. A moving convoy operation is compreised of only Pavement Markers Group 1 and Line Protectors. (ZONE 1: GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE).....$ 26.63 14.45

FLAG PERSON.....$ 10.10 0.00

TEAM0007-004 06/01/2025

Rates Fringes

TRUCK DRIVER TRUCKS, 8 CU. YDS. AND OVER (AREA 2: GENESEE, LIVINGSTON, MACOMB, MONROE, OAKLAND, WASHTENAW, AND WAYNE COUNTIES). FOOTNOTE: +A +B TO FRINGE BENEFITS. A. $470.70 PER WEEK B. $68.70 DAILY.....$ 33.50 0.75

TRUCK DRIVER TRUCKS, 8 CU. YDS. AND OVER (AREA 1: REMAINING COUNTIES) FOOTNOTE: +A +B TO FRINGE BENEFITS. A. $470.70 PER WEEK B. $68.70 DAILY.....$ 33.40 0.75

TRUCK DRIVER TRUCKS UNDER 8 CU. YDS. (AREA 2: GENESEE, LIVINGSTON, MACOMB, MONROE, OAKLAND, WASHTENAW, AND WAYNE COUNTIES) FOOTNOTE: +A +B TO FRINGE BENEFITS. A. $470.70 PER WEEK B. $68.70 DAILY.....$ 33.50 0.75

TRUCK DRIVER TRUCKS UNDER 8 CU. YDS. (AREA 1: REMAINING COUNTIES) FOOTNOTE: +A +B TO FRINGE

BENEFITS. A. $470.70 PER WEEK B. $68.70 DAILY.....$ 33.40 0.75

TRUCK DRIVER EUCLIDS, DOUBLE BOTTOMS AND LOWBOYS (AREA 2: GENESEE, LIVINGSTON, MACOMB, MONROE, OAKLAND, WASHTENAW, AND WAYNE COUNTIES) FOOTNOTE: +A +B TO FRINGE BENEFITS. A. $470.70 PER WEEK B. $68.70 DAILY.....$ 33.65 0.75

TRUCK DRIVER EUCLIDS, DOUBLE BOTTOMS AND LOWBOYS (AREA 1: REMAINING COUNTIES) FOOTNOTE: +A +B TO FRINGE BENEFITS. A. $470.70 PER WEEK B. $68.70 DAILY.....$ 33.55 0.75

TEAM0247-004 04/01/2013

	Rates	Fringes
SIGN INSTALLER GROUP 2: PERFORMS ALL MISCELLANEOUS LABOR, USES ALL HAND AND POWER TOOLS, AND OPERATORES ALL OTHER EQUIPMENT, MOBILE OR OTHERWISE, REQUIRED FOR THE INSTALLATION OF HIGHWAY AND STREET SIGNS. (AREA 2: GENESEE, LIVINGSTON, MACOMB, MONROE, OAKLAND, WASHTENAW, AND WAYNE COUNTIES) FOOTENOTE: A. $132.70 PER WEEK, PLUS $17.80 PER DAY.....	$ 25.05	11.84
SIGN INSTALLER GROUP 2: PERFORMS ALL MISCELLANEOUS LABOR, USES ALL HAND AND POWER TOOLS, AND OPERATORES ALL OTHER EQUIPMENT, MOBILE OR OTHERWISE, REQUIRED FOR THE INSTALLATION OF HIGHWAY AND STREET SIGNS. (AREA 1: REMAINING COUNTIES) FOOTENOTE: A. $132.70 PER WEEK, PLUS $17.80 PER DAY.....	$ 25.27	11.84

SIGN INSTALLER GROUP 1: PERFORMS ALL NECESSARY LABOR AND USES ALL TOOLS REQUIRED TO CONSTRUCT AND SET CONCRETE FORMS REQUIRED IN THE INSTALLATION OF HIGHWAY AND STREET SIGNS. (AREA 2: GENESEE, LIVINGSTON, MACOMB, MONROE, OAKLAND, WASHTENAW, AND WAYNE COUNTIES) FOOTENOTE: A. $132.70 PER WEEK, PLUS $17.80 PER DAY.....$ 22.03 11.83

SIGN INSTALLER GROUP 1: PERFORMS ALL NECESSARY LABOR AND USES ALL TOOLS REQUIRED TO CONSTRUCT AND SET CONCRETE FORMS REQUIRED IN THE INSTALLATION OF HIGHWAY AND STREET SIGNS. (AREA 1: REMAINING COUNTIES) FOOTENOTE: A. $132.70 PER WEEK, PLUS $17.80 PER DAY.....$ 21.78 11.83

TEAM0247-010 04/01/2018

Rates Fringes

TRUCK DRIVER, UNDERGROUND CONSTRUCTION: GROUP 3- TRUCK DRIVER ON LOW BOY, EUCLID AND DOUBLE BOTTOM. SCOPE OF WORK: EXCAATION, SITE PREPARATION, LAND BALANCING, GRADING, SEWERS, UTILITIES AND IMPROVEMENTS; ALSO INCLUDING BUT NOT LIMITED TO TUNNELS, UNDERGROUND PIPING, RETENTION, OXIDATION, FLOCCULATION FACILITIES, CONDUITS, GENERAL EXCAVATION AND STEEL SHEETING FOR UNDERGROUND CONSTRUCTION. UNDERGROUND CONSTRUCTION WORK SHALL NOT INCLUDE ANY STRUCTURAL MODIFICATIONS, ALTERATIONS, ADDITIONS AND REPAIRS TO BUILDINGS OR HIGHWAY WORK, INCLUDING ROADS, STREETS, BRIDGE

CONSTRUCTION AND PARKING LOTS OR STEEL ERECTION.
PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, FOURTH OF JULY, LABOR DAY, TANKSGIVING DAY, AND CHRISTMAS DAY. (AREA 2 GENESEE, MACOMB, MONROE, OAKLAND, ST. CLAIR, WASHTENAW, AND WAYNE COUNTIES).....$ 24.45 19.04

TRUCK DRIVER, UNDERGROUND CONSTRUCTION: GROUP 3-
TRUCK DRIVER ON LOW BOY, EUCLID AND DOUBLE BOTTOM.
SCOPE OF WORK: EXCAATION, SITE PREPARATION, LAND BALANCING, GRADING, SEWERS, UTILITIES AND IMPROVEMENTS; ALSO INCLUDING BUT NOT LIMITED TO TUNNELS, UNDERGROUND PIPING, RETENTION, OXIDATION, FLOCCULATION FACILITIES, CONDUITS, GENERAL EXCAVATION AND STEEL SHEETING FOR UNDERGROUND CONSTRUCTION. UNDERGROUND CONSTRUCTION WORK SHALL NOT INCLUDE ANY STRUCTURAL MODIFICATIONS, ALTERATIONS, ADDITIONS AND REPAIRS TO BUILDINGS OR HIGHWAY WORK, INCLUDING ROADS, STREETS, BRIDGE CONSTRUCTION AND PARKING LOTS OR STEEL ERECTION.
PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, FOURTH OF JULY, LABOR DAY, TANKSGIVING DAY, AND CHRISTMAS DAY. (AREA 1: LAPEER AND SHIAWASSEE COUNTIES).....$ 24.12 19.04

TRUCK DRIVER, UNDERGROUND CONSTRUCTION: GROUP 2-
TRUCK DRIVER ON DUMP TRUCKS OF 8 CUBIC YARDS CAPACITY OR OVER, POLE TRAILERS, SEMIS AND FUEL TRUCKS. SCOPE OF WORK: EXCAATION, SITE PREPARATION, LAND BALANCING, GRADING, SEWERS, UTILITIES AND IMPROVEMENTS; ALSO INCLUDING BUT NOT LIMITED TO TUNNELS, UNDERGROUND PIPING, RETENTION, OXIDATION, FLOCCULATION FACILITIES, CONDUITS, GENERAL

EXCAVATION AND STEEL SHEETING FOR UNDERGROUND CONSTRUCTION. UNDERGROUND CONSTRUCTION WORK SHALL NOT INCLUDE ANY STRUCTURAL MODIFICATIONS, ALTERATIONS, ADDITIONS AND REPAIRS TO BUILDINGS OR HIGHWAY WORK, INCLUDING ROADS, STREETS, BRIDGE CONSTRUCTION AND PARKING LOTS OR STEEL ERECTION. PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, FOURTH OF JULY, LABOR DAY, TANKSGIVING DAY, AND CHRISTMAS DAY. (AREA 2 GENESEE, MACOMB, MONROE, OAKLAND, ST. CLAIR, WASHTENAW, AND WAYNE COUNTIES).....$ 24.26 19.04

TRUCK DRIVER, UNDERGROUND CONSTRUCTION: GROUP 2- TRUCK DRIVER ON DUMP TRUCKS OF 8 CUBIC YARDS CAPACITY OR OVER, POLE TRAILERS, SEMIS AND FUEL TRUCKS. SCOPE OF WORK: EXCAATION, SITE PREPARATION, LAND BALANCING, GRADING, SEWERS, UTILITIES AND IMPROVEMENTS; ALSO INCLUDING BUT NOT LIMITED TO TUNNELS, UNDERGROUND PIPING, RETENTION, OXIDATION, FLOCCULATION FACILITIES, CONDUITS, GENERAL EXCAVATION AND STEEL SHEETING FOR UNDERGROUND CONSTRUCTION. UNDERGROUND CONSTRUCTION WORK SHALL NOT INCLUDE ANY STRUCTURAL MODIFICATIONS, ALTERATIONS, ADDITIONS AND REPAIRS TO BUILDINGS OR HIGHWAY WORK, INCLUDING ROADS, STREETS, BRIDGE CONSTRUCTION AND PARKING LOTS OR STEEL ERECTION. PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, FOURTH OF JULY, LABOR DAY, TANKSGIVING DAY, AND CHRISTMAS DAY. (AREA 1: LAPEER AND SHIAWASSEE COUNTIES).....$ 23.91 19.04

TRUCK DRIVER, UNDERGROUND CONSTRUCTION: GROUP 1- TRUCK DRIVER ON ALL TRUCKS (EXCEPT DUMP TRUCKS OF 8

CUBIC YARDS CAPACITY OR OVER, POLE TRAILERS, SEMIS, LOW BOYS, EUCLID, DOUBLE BOTTOM AND FUEL TRUCKS). SCOPE OF WORK: EXCAATION, SITE PREPARATION, LAND BALANCING, GRADING, SEWERS, UTILITIES AND IMPROVEMENTS; ALSO INCLUDING BUT NOT LIMITED TO TUNNELS, UNDERGROUND PIPING, RETENTION, OXIDATION, FLOCCULATION FACILITIES, CONDUITS, GENERAL EXCAVATION AND STEEL SHEETING FOR UNDERGROUND CONSTRUCTION. UNDERGROUND CONSTRUCTION WORK SHALL NOT INCLUDE ANY STRUCTURAL MODIFICATIONS, ALTERATIONS, ADDITIONS AND REPAIRS TO BUILDINGS OR HIGHWAY WORK, INCLUDING ROADS, STREETS, BRIDGE CONSTRUCTION AND PARKING LOTS OR STEEL ERECTION. PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, FOURTH OF JULY, LABOR DAY, TANKSGIVING DAY, AND CHRISTMAS DAY. (AREA 2 GENESEE, MACOMB, MONROE, OAKLAND, ST. CLAIR, WASHTENAW, AND WAYNE COUNTIES).....$ 24.12 19.04

TRUCK DRIVER, UNDERGROUND CONSTRUCTION: GROUP 1- TRUCK DRIVER ON ALL TRUCKS (EXCEPT DUMP TRUCKS OF 8 CUBIC YARDS CAPACITY OR OVER, POLE TRAILERS, SEMIS, LOW BOYS, EUCLID, DOUBLE BOTTOM AND FUEL TRUCKS). SCOPE OF WORK: EXCAATION, SITE PREPARATION, LAND BALANCING, GRADING, SEWERS, UTILITIES AND IMPROVEMENTS; ALSO INCLUDING BUT NOT LIMITED TO TUNNELS, UNDERGROUND PIPING, RETENTION, OXIDATION, FLOCCULATION FACILITIES, CONDUITS, GENERAL EXCAVATION AND STEEL SHEETING FOR UNDERGROUND CONSTRUCTION. UNDERGROUND CONSTRUCTION WORK SHALL NOT INCLUDE ANY STRUCTURAL MODIFICATIONS,

ALTERATIONS, ADDITIONS AND REPAIRS TO BUILDINGS OR
HIGHWAY WORK, INCLUDING ROADS, STREETS, BRIDGE
CONSTRUCTION AND PARKING LOTS OR STEEL ERECTION.
PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, FOURTH
OF JULY, LABOR DAY, TANKSGIVING DAY, AND CHRISTMAS
DAY. (AREA 1: LAPEER AND SHIAWASSEE COUNTIES).....$ 23.82 19.04

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave
for Federal Contractors applies to all contracts subject to the
Davis-Bacon Act for which the contract is awarded (and any
solicitation was issued) on or after January 1, 2017. If this
contract is covered by the EO, the contractor must provide
employees with 1 hour of paid sick leave for every 30 hours
they work, up to 56 hours of paid sick leave each year.
Employees must be permitted to use paid sick leave for their
own illness, injury or other health-related needs, including
preventive care; to assist a family member (or person who is
like family to the employee) who is ill, injured, or has other
health-related needs, including preventive care; or for reasons
resulting from, or to assist a family member (or person who is
like family to the employee) who is a victim of, domestic
violence, sexual assault, or stalking. Additional information
on contractor requirements and worker protections under the EO
is available at

https://www.dol.gov/agencies/whd/government-contracts.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least $13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract from May 11, 2026, through December 31, 2026. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a

supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than "SU", "UAVG", "SA", or "SC" denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio.

The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The "SU" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

"SU" wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the

discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The "SA" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the "SA" identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination

b) an existing published wage determination

c) an initial WHD letter setting forth a position on a wage determination matter

d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to

davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that

the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION

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APPENDIX IV – PROJECT SIGNAGE

REQUIRED PROJECT SIGN FOR PROJECTS COSTING IN EXCESS OF $500,000.00

Five examples of project signs. Sign lettering corresponds with the funding arrangement of the project. Alternate signs may be considered; please contact the DTMB Project Director.









