
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

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

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Department/Agency: DTMB
Elliott - Larsen Building
Replace Roof
320 S. Walnut Street, Lansing, MI 48933

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SECTION 00020 GLOSSARY**1.1 Defined Terms:**

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

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

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

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

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

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

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

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

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

Bar Chart Schedule– Activity schedule, in a bar chart format, that accounts for the entire Work at a level of detail

commensurate with the Progress Schedule requirements of the Contract Documents.

STATE OF MICHIGAN MODEL

Developed from FORMSPEC™ Michigan Model.

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

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

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

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

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

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

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

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

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

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

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

Cash Allowance– An **Owner**-specified sum included within the Contract Price to reimburse the **Contractor** for the actual purchase/furnished cost of materials and/or equipment or other designated items, as specifically provided in the Contract Documents. Although the scope (e.g., the required quantity) of any Work covered by a Cash Allowance is sufficiently

detailed in the Contract Documents for the purposes of bidding the required labor costs, Subcontract costs, construction equipment costs and general conditions costs and Fee, it is understood that the required materials, equipment or other designated items are of uncertain purchase cost at the time of Bid or are yet to be specified in more detail by the **Professional** as to quality, appearance, durability, finish and such other necessary features affecting purchase price.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

General Requirements– Division 1 of the Specifications.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Provisionary or Contingency Allowance– An amount included within the Contract Price to reimburse the **Contractor** for the cost to furnish and perform Work that is uncertain, i.e., may not be required, or is of indeterminate scope, i.e., design information and quantities, complexity, etc. are neither shown nor detailed in the Contract Documents. Work authorized under any Provisionary Allowance may consist of (a) changes

required by actual conditions, as determined by the **Professional**, that are incorporated into the Work in accordance with Section 00700 General Conditions, and (b) any other Work authorized and completed under the pertinent provisions of the Contract Documents. Unlike a Cash Allowance, payments under a Provisionary Allowance shall include not only the purchase/furnished cost of the materials and equipment involved, but also all related labor costs, Subcontract costs, construction equipment costs, general conditions costs and Fee, provided they are calculated in accordance with the requirements of Articles 10 and 11 of Section 00700 General Conditions.

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

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

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

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

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

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

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

***Recycled Material**– Recycled paper products, structural materials made from recycled plastics, refined lubricating oils, reclaimed solvents, recycled asphalt and concrete, recycled glass products, retreaded tires, ferrous metals containing recycled scrap metals and all other materials that contain (a) waste materials generated by a business or consumer, (b) materials that have served their intended purpose, and/or (c)

materials that have been separated from solid waste for collection, recycling and disposition in the percentage determined by the State as provided by Law.

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

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

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

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

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

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

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

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

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

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

Submittals– Includes technical Submittals, Progress Schedules and those other documents required for

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.2 Division 0 Rules of Construction:

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

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

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

END OF SECTION 00020

SECTION 00030 ADVERTISEMENT

1. Invitation to Bid (ITB) – Your firm is invited to submit a Bid. The State of Michigan as the Owner will receive bids electronically through the SIGMA VSS website at <https://sigma.michigan.gov/webapp/PRDVSS2X1/AltSelfService> until 2:00 p.m., ET, on 1/22/2025. The State reserves the right to cancel this Invitation to Bid (ITB) or change the date and time for submitting Bids by announcing same at any time before the established date and time for Bid opening. Bids must remain open for acceptance by the Owner for no less than the Bid hold period. Contractor may agree to extend the Bid hold period. However, any such extension must be based upon no increase in the Bid Price and/or Contract Time.

2. Work Description – The Work, Elliott-Larsen Building Replace Roof, File No. 171/24097.SDW includes, but is not necessarily limited to the installation of new roof insulation and fully adhered EPDM roofing system, adjustment to fall protection system and installation of new overflow system. The site is located at 320 S. Walnut Street, Lansing, MI 48933, as shown on the Drawings.

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

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

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

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

5. Pre-Bid Conference – A mandatory voluntary pre-bid conference will be held at Elliott – Larsen building ,320 S. Walnut Street, Lansing, MI 48933, MI on 1/9/2025 at 11:00 am ET. A tour of existing roof will will not be held on the same day, starting at 11:30 Am ET. All prospective Bidders and other parties interested in the Work are required encouraged to attend the tour, if held. Addenda may be issued, in response to issues raised at the pre-bid conference and tour, or as the Owner and/or Professional may otherwise consider necessary.

An individual is only permitted to represent one bidder at a mandatory Pre-Bid Conference.

FOR CORRECTIONAL FACILITIES ONLY: All contractor/vendor representatives attending a Pre-Bid Walk Through Meeting must submit a Vendor/Contractor LEIN Request five business days prior to the meeting date, (Lien Request For CAJ-1037 attached to Bid posting). Send the LEIN Request form, filled out and signed, by email to SmithD76@michigan.gov & FrostS1@michigan.gov . The email "Subject" must include (**PSC edit for specific project** Facility Name, Project Name, Date & Time of Pre-Bid Walk Through Meeting).

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

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

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

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

9. Contact Person – All requests or inquiries concerning the Bidding Documents, or the Work shall be addressed to Jolanta Stecka, MCSA Group, Inc., jstecka@mcsagroup.com.

10. Award – Subject to any agreed extension of the period for holding Bids, Bids shall remain valid for acceptance by the Owner for 60 (Sixty) 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, permits and licensing.

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

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

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

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

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

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

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

condition, to the **Owner's** satisfaction, upon completion of those explorations and/or tests.

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

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

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

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

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

3.14. Any failure of a Bidder to take the actions described and acknowledged in this Article will not relieve that Bidder of the responsibility for (a) properly estimating the difficulty, cost of and schedule for successfully performing and

furnishing the Work, or (b) upon award, performing and furnishing the Work successfully at no increase in Contract Price or Contract Time.

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

ARTICLE 4 INTERPRETATIONS; ADDENDA

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

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

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

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

ARTICLE 5 BID SECURITY

5.1. Bid Security shall be made payable to the "State of Michigan" in the form of a certified or cashier's check or money

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

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

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

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

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

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

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

ARTICLE 6 CONTRACT TIME; LIQUIDATED DAMAGES

6.1. The Contract Times, i.e., the number of Calendar Days within, or dates by, which the Work or any part of the Work shall be completed, are specified in Section 00500

Agreement, and may be supplemented, as provided in Section 00500 Agreement. As stated in Section 00500 Agreement, the Contract Times are of the essence of the Contract. If any Bidder believes that any of the Contract Times are insufficient or excessive, that Bidder shall advise the **Owner** in accordance with the requirements of Article 4.

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

ARTICLE 7 MATERIALS AND EQUIPMENT

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

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

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

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

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

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

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

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

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

ARTICLE 8 SUBCONTRACTORS

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

8.2. 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 and Section 00320 Non-collusion Affidavit. 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. Left Blank Intentionally

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

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

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

10.5. For each Cash Allowance, the Bidder shall include, within the Bid, all labor costs, construction equipment costs, insurance and Bond premiums and other general conditions costs and Fee (Bidder's and Subcontractors') to complete Work associated with the material, equipment, or other designated item to be furnished under the Cash Allowance. For each Provisionary/Contingency Allowance, the Bidder shall include, within the Bid, insurance premiums (not recoverable as labor burden) and Bond premiums required to complete Work that may be ordered under the Provisionary/Contingency Allowance. Cash Allowances and Provisionary/Contingency Allowances are defined in Section 00020 Glossary and are further described in paragraph 10.7 of Section 00700 General Conditions.

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

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

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

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

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

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

ARTICLE 11 BID WITHDRAWAL

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

and (b) no Bid withdrawal will be accepted by the **Owner**, except as provided in paragraphs 11.2 through 11.6.

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

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

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

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

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

ARTICLE 12 BID OPENING; OBJECTION TO THE AWARD

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

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

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

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

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

ARTICLE 13 BIDS TO REMAIN OPEN

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

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

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

ARTICLE 14 AWARD OF THE CONTRACT

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

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

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

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

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

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

Some qualitative components that may be evaluated are:

- Technical approach.
- Quality of proposed personnel.
- Management plans.
- 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 following Michigan legal requirements applicable to this Contract: (a) Laws and permits, paragraph 7.1, (b) taxes, paragraph 7.2, (c) safety and protection, paragraph 7.3, (d) unfair labor practice, paragraph 7.10, (e) Michigan Right-to-Know Law, paragraph 7.11, and (f) Michigan residency for employees, paragraph 7.13.

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 designee 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 – MCSA Group, Inc.

WORK – Elliott - Larsen building – Replace Roof

FILE No. – 171/24097.SDW

BEFORE BID OPENING:

1/15/2025 by 12:00 pm EST – 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).

1/15/2025 by 12:00 pm EST – Bidder inquiries received after this date will not be answered, unless answered through Addenda issued at least seventy-two (72) hours before Bid opening (Business Days only), the Bid opening is postponed by Addendum, or the Work is rebid following post-Bid Addenda. (Reference: Section 00100, paragraph 4.1).

CONTENTS SHALL BE UPLOADED AS A PDF DOCUMENT TO/THROUGH SIGMA VSS (ITEMS 1 THROUGH 5.3 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.
- 5. Qualified Disabled Veterans Preference Documentation (if preference requested).
- 5.1 DD 214 – Proof of Service/Discharge.
- 5.2 Veterans Administration Rating Decision Letter – Proof of Disability, if not indicated in the DD 214.
- 5.3 Legal Proof of 51% QDV Ownership
- 5.4 Byrd Anti-Lobbying Certification (Only when Federal Provisions Addendum is included)

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 – MCSA Group, Inc.
WORK – Elliott - Larsen building – Replace Roof
FILE No. – 171/24097.SDW

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.

1. **General Contractor will be required to include fall protection contractor work. Fall protection contractor work will consist of adjusting height of existing fall protection safety railing and tie-offs support per fall protection system engineered documents to receive recertification at completion of reroofing project. The existing fall protection system engineered and certified by LJB Inc., will be amended as required to accommodate the new insulation thickness. The scope of adjustments is provided in Bid Set on sheets S1 through S3.**
2. **General Contractor will be required to include masonry work as it pertains to installation of new overflow plumbing lines work and installation of new downspout nozzles at four (4) locations at exterior walls. The new wall penetrations through existing masonry walls will terminate at exterior lime stone finished façade. The plumbing lines are 4” and 6” dia., and have 1-inch thick insulation. The wall penetration dia. shall accommodate PVC sleeve sized accordingly for insulated plumbing overflow line dia. It is recommended to engage masonry contractor experienced with lime stone façade repairs work. Previous restoration / repair work on this building façade was performed by Cusack’s Masonry Restoration, Inc.**
3. **General Contractor will be required to protect all existing security cameras and other equipment scheduled to remain.**
4. **The partial Substantial Completions will be conducted for anticipated 4 phases of construction work:**
 - A. **Upper roof at 3 penthouses (and as coordinated with acceptable Deductive Alternates).**
 - B. **Lower roof (recessed area between South and Center penthouse).**
 - C. **North side main roof.**
 - D. **South side main roof.**

END OF SECTION 00120

SECTION 00210 – INFORMATION FOR BIDDERS

PROFESSIONAL – MCSA Group, Inc.
WORK – Elliott - Larsen building – Replace Roof
FILE No. – 171/24097.SDW

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.

N/A

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):

N/A

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.

N/A

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.

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.

N/A

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.

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.

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.

7.0 PREVAILING WAGE

7.1. 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).

END OF SECTION 00210

SECTION 00300 – BID SUMMARY

DTMB-0401M (R 03/21)

BID SUMMARY
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET

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

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

FILE NUMBER 171/24097.SDW	DEPARTMENT/AGENCY DTMB		
CONTRACT TIME(S) 150 days from Notice to Proceed	PROJECT NAME Elliott - Larsen building – Replace Roof	LOCATION 320 S. Walnut Street Lansing, MI 48933	
BID OPENING DATE Wednesday, January 22, 2025 at 2:00 pm ET	FOR AN EXAMINATION OF THE SITE CONTACT: Must attend mandatory Pre-Bid Meeting and Walkthrough.		
SEE SECTION 00100 INSTRUCTIONS TO BIDDERS AND SECTION 00700 GENERAL CONDITIONS PROVIDED WITH THE BIDDING DOCUMENTS. BID: WE PROPOSE TO FURNISH, PERFORM AND COMPLETE THE ENTIRE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS IN CONSIDERATION OF THE BID PRICE (S) STATED BELOW.			
FIRM NAME AND COMPLETE ADDRESS		TELEPHONE NUMBER and E-MAIL ADDRESS	
<input type="checkbox"/> Qualified Disabled Veteran		SIGMA VENDOR NUMBER <small>(protected information required for processing payments)</small>	
BIDDER'S SIGNATURE AND TITLE	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):

(use words)	Dollars \$ _____ (in figures)
Alternate 1: (Subtract) _____ (use words)	Dollars \$ _____ (in figures)
Alternate 2: (Subtract) _____ (use words)	Dollars \$ _____ (in figures)
Alternate 3: (Subtract) _____ (use words)	Dollars \$ _____ (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:

Elliott - Larsen building Roof Replacement, new overflow plumbing and downspout nozzles installation, and re-certification required adjustments to fall protection elements.

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 – MCSA Group, Inc.

WORK – Elliott - Larsen building – Replace Roof

FILE No. - 171/24097.SDW

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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 _____

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.

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.

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 (S.F. = Square Foot area)	Unit Price	Item Bid Price
1	1 Lump Sum	General Conditions, Overhead and Profit		
2	1 Lump Sum	Replace existing roofing system with new fully adhered EPDM roofing system (including adding new nailers as needed for new insulation thickness and EPDM on walls at recessed roof) : Penthouses (South, Center and North) total : 12,448 S.F. Recessed roof (between south and west penthouse): 1,406 S.F. Main roof : 14,040 S.F. Cornice roof (at perimeter of Main roof): 1,496 S.F.		
3	1 Lump Sum	Replace Existing Deteriorated Nailers (except new nailers included in Item 2. : estimated 200 Board Ft.		
4	1 Lump Sum	Raise Existing Curb at Access Door/ Hatch (east of Center penthouse).		
5	1 Lump Sum	Install new walk-off <u>roof tiles</u> (each to be 6 units x 2' x 2' x 2" at 5 locations) .		
6	1 Lump Sum	Install new walk-off pads per plan configuration.		
7	1 Lump Sum	Install new overflow roof drains, refurbish existing roof drains.		
8	1 Lump Sum	Install new overflow plumbing lines and adjust existing roof drain lines per plumbing plans.		
9	1 Lump Sum	Adjustments of existing Fall Protections per recommendations.		
10	1 Lump Sum	Recertification of Fall protection System	\$ 5,800.00	\$ 5,800.00
11	1 Lump Sum	PROVISIONAL ALLOWANCE AMOUNT	\$ 50,000.00	\$ 50,000.00
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. 171/24097.SDW

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	1 Lump Sum (Deductive)	Provide new EPDM roofing system at Center penthouse.		
2	1 Lump Sum (Deductive)	Provide new EPDM roofing system at North penthouse.		
3	1 Lump Sum (Deductive)	Provide new EPDM roofing system at South penthouse.		

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. 171/24097.SDW

Date _____

SIGMA VENDOR NUMBER _____

Telephone No. _____

ARTICLE 7 SCHEDULE OF CHANGE ORDER PRICES - Not Used

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
		NONE		

Name of the Bidder _____

File No. 171/24097.SDW

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. 171/24097.SDW 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.

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.

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,

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

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

Address and Telephone of Surety

Address and Telephone of Agent

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

THE BIDDER: (Print Full Name and Sign)

THE SURETY: (Print Full Name and Sign)

By:

By Agent:

Name & Title:

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

Signature:

Signature:

WITNESS:

WITNESS:

Telephone No.

Telephone No.

Email:

END OF SECTION 00310

SECTION 00320 NONCOLLUSION AFFIDAVIT

PROFESSIONAL – MCSA Group, Inc.

WORK – Constitution Hall building – Replace Roof

FILE No. 171/24097.SDW

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

By: _____

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.

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 00410 BID BREAKDOWN

PROFESSIONAL – MCSA Group, Inc.

WORK – Elliott - Larsen building – Replace Roof

FILE No. 171/24097.SDW

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 – MCSA Group, Inc.

WORK – Elliott - Larsen building – Replace Roof

FILE No. 171/24097.SDW

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 – MCSA Group, Inc.

WORK – Elliott - Larsen building – Replace Roof

FILE No. 171/24097.SDW

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 – MCSA Group, Inc.

WORK – Elliott - Larsen building – Replace Roof

FILE No. 171/24097.SDW

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 – MCSA Group, Inc.

WORK – Elliott - Larsen building – Replace Roof

FILE No. 171/24097.SDW

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). To the extent a contractor's 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 – MCSA Group, Inc.
 WORK – Elliott - Larsen building – Replace Roof

FILE No. 171/24097.SDW

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

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

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

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

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

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

1.6. Schedule of Bid Materials and Equipment

ITEMS NAMED OR SPECIFIED (ENTERED BY THE PROFESSIONAL)		CONTRACTOR TO NOMINATE (CIRCLE) ITS CHOSEN NAMED OR SPECIFIED MANUFACTURERS AND SUPPLIERS
ITEM OF MATERIAL OR EQUIPMENT	SPECIFICATION SECTION	
ITEM 1 - Single Ply EPDM membrane	07 5350	A. Holcim Elevate B. Carlisle C. Versico D. JM
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 SPECIFICATION – THIS SECTION NOT APPLICABLE TO THIS PROJECT

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 – NOT APPLICABLE

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

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

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

Signed by: _____ Name _____ Title _____

on this _____ day of _____, 20_____.

END OF SECTION 00440

SECTION 00500 AGREEMENT

FILE No. 171/24097.SDW CONTRACT ORDER No. Y

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** To Be Completed Upon Award of the Contract **	

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

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

ARTICLE 1 THE CONTRACT; THE PROJECT; THE WORK

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

STATE OF MICHIGAN MODEL

Developed from FORMSPEC™ Michigan Model
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1.2. PROJECT NAME – Elliott - Larsen building – Replace Roof

1.3. THE WORK – Reroofing, installation of overflow drainage system, and fall protection recertification.

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, each enclosing separate evidence of Power of Attorney.

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

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: **150 calendar days from Notice to Proceed. All Bidders shall understand that there is an expected winter shutdown period anticipated when temperature will be out of the recommended by manufacturers installation range. The actual shutdown period will be determined by Design Professional/PSC and Project Director / DTMB. The calendar days completion time shall not accrue during winter shutdown.**

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: **180 calendar days from Notice to Proceed.**

4.2. The **Owner** and **Contractor** recognize that the Contract Times are of the essence of the Contract and that the **Owner** will

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

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

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

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

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

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

Assessment and/or Withholding of Liquidated Damages

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

4.3.1. Within fifteen (15) Calendar Days after the **Contractor** receives any such request, the **Contractor** shall meet with the **Owner** and present the **Contractor's** written schedule recovery plan. If, upon evaluation of the **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 MCSA Group, Inc. 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 – MCSA Group, Inc.
WORK – Elliott - Larsen building – Replace Roof
FILE No. 171/24097.SDW **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: NONE.

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

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

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

END OF SECTION 00520

SECTION 00610 PERFORMANCE BOND

FILE No. 171/24097.SDW SURETY COMPANY REFERENCE No.

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

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

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

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

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

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

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

Name, Address and Telephone of the Surety:

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

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

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

By: _____
Name & Title: _____

THE SURETY: (Print Full Name and Sign)

Telephone No. _____
Agent: _____

WITNESS _____

Attorney-in-Fact: _____

Telephone No. _____

Email: _____

END OF SECTION 00610

SECTION 00620 PAYMENT BOND

FILE No. 171/24097.SDW SURETY COMPANY REFERENCE No.

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

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

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

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

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

hereby expressly waives notice of any such change in Contract Price or Contract Time, "or equal" or substitution or modification of the Contract Documents (including addition, deletion, or other revision).

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

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

Name, Address and Telephone of the Surety:

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

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

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

By: _____
Name & Title: _____

THE SURETY: (Print Full Name and Sign)

Telephone No. _____
Agent: _____

WITNESS _____

Attorney-in-Fact: _____

Telephone No. _____

Email: _____

END OF SECTION 00620

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STATE OF MICHIGAN MODEL

Developed from FORMSPEC™ Michigan Model

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ARTICLE 1 INTERPRETATIONS

1.1 Section 00020 Glossary:

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

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

1.2 Intent of the Contract Documents:

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

1.2.2. The *entire* Work required by the Contract Documents includes Work, which is reasonably inferable from the Contract Documents or from prevailing custom and trade usage. The **Contractor** shall provide any Work reasonably inferable to the extent such Work is required to properly complete the installation of other Work expressly shown or specified in the Contract Documents. If the **Contractor** disagrees that Work that is not expressly shown or detailed in the Contract Documents is Work reasonably inferable, the **Contractor** shall proceed in accordance with the provisions of paragraph 10.1.3.

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

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

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

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

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

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

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

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

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

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

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

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

1.3 Priority of the Contract Documents:

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

1.3.2. Whenever an issue of priority involves Work called for in the technical Specifications or Drawings – figured dimensions shall govern scaled dimensions, detail Drawings shall govern general Drawings and Drawings shall govern Submittals. Whenever specifications, dimensions, notes, schedules, or details conflict (whether within the Specifications or Drawings, or between the Specifications and Drawings, or between Change Order Drawings and the Drawings), the **Contractor** shall be required to provide the higher performance requirement only to the extent such outcome results in Work reasonably inferable.

1.4 Interpretation of Indemnification Provisions:

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

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

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

1.5 Additional Interpretations:

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

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

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

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

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

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

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

1.6 Ownership and Use of the Contract Documents:

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

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

1.7 Copies of the Contract Documents:

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

ARTICLE 2 THE OWNER – GENERAL PROVISIONS

2.1 Availability of Lands, Areas, Properties and Facilities:

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

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

2.2 Reference Points; Base Lines and Benchmarks:

2.2.1. Unless noted otherwise, the **Owner** or **Professional** will provide engineering surveys to establish reference points for

construction that the **Professional** considers necessary for the **Contractor** to proceed with the Work. The **Contractor** shall be responsible for surveying and laying out the Work from those reference points. The **Contractor** shall be responsible for protecting and preserving those reference points as well as any base lines and benchmarks provided for the Work.

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

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

2.3 Stop Work Order:

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

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

2.4 Limitations on the Owner's Responsibilities:

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

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

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

2.5 Additional General Provisions:

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

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

2.6 Partnering Charter:

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

ARTICLE 3 THE PROFESSIONAL – GENERAL PROVISIONS

3.1 Owner's Representative:

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

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

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

3.1.4. The **Professional** will have authority to disapprove or reject Work that the **Professional** believes to be Defective, and to require inspection or testing of any Work, whether or not such Work

is fabricated, installed, or completed. The **Contractor** shall take prompt corrective action upon receiving any Defective Work notice from the **Professional**.

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

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

3.2 Clarifications and Interpretations:

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

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

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

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

3.4 Determinations by the Professional:

3.4.1. The **Professional** will be the interpreter of the requirements of the Contract Documents and, in such capacity, will render determinations on the acceptability of the Work. Notices, proposals, claims, or other matters relating to the acceptability of the Work, the interpretation of the requirements of the Contract Documents or any adjustment in Contract Price or Contract Time shall be referred to the **Professional** in writing requesting a formal, written determination, which the **Professional** will render within a reasonable time. If the **Contractor** disagrees with any such

Professional determination, the **Contractor** may deliver notice of a claim and a claim submittal within thirty (30) Calendar Days in accordance with the procedures and within the deadlines set forth in Article 15 Disputes.

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

3.5 Limitations on the Professional's Responsibilities:

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

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

ARTICLE 4 CONTROL OF WORK – GENERAL PROVISIONS

4.1 Review of the Contract Documents:

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

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

4.2 Management, Supervision and Personnel:

4.2.1. The **Contractor** shall manage, supervise, and direct the Work competently, applying the management, supervision, skills, expertise, scheduling, coordination, and attention necessary to provide the Work in accordance with the Contract Documents, while insuring timely and unhindered access to the site. The **Contractor** shall be responsible for any Means and Methods unless a specific

Means and Method is indicated in or required by the Contract Documents. The **Contractor** shall verify that completed Work complies with the Contract Documents, all approved Submittals and all clarifications and interpretations.

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

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

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

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

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

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

4.3 Materials and Equipment:

4.3.1. Unless otherwise specified in the Contract Documents, the **Contractor** shall furnish and be responsible for all materials, equipment, transportation, construction equipment, tools, supplies, fuel, utilities, water for flushing and testing, temporary facilities and all other facilities and incidentals necessary for the furnishing and

performance, which includes, without limitation, the testing and completion of the Work.

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

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

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

4.4 Concerning Control of Work:

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

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

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

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

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

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

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

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

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

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

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

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

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

4.5 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.

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

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

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

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

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

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

6.2 Review and Return of Technical Submittals:

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

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

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

6.3 Progress Schedule Submittals:

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

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

6.4 Review and Return of Progress Schedule Submittals:

6.4.1. The **Owner's** and **Professional's** review of Progress Schedule Revision 0 Submittals may result in comments relating to conformance with (a) the Contract Times, (b) those sequences of Work indicated in or required by the Contract Documents, and (c) any other Contract Document requirements that may have a

significant bearing on the use of Revision 0 Progress Schedule Submittals to resolve issues affecting Contract Price and/or Contract Time. Progress Schedule review comments may also result in the selection of Targets and recording of Target Times.

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

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

6.5 Additional Provisions Concerning Submittals:

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

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

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

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

ARTICLE 7 LEGAL REQUIREMENTS; INSURANCE**7.1 Laws; Permits (Which Include Approvals and Licenses):**

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

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

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

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

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

7.2 Sales and Use Tax and Other Similar Taxes:

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

7.3 Safety and Protection:

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

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

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

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

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

7.3.3. Use of Explosives – The **Contractor** shall comply with all federal, state, and local Laws governing the use of explosives, obtain and pay for any required permits before their use and furnish a copy of the permits to the **Professional** before using explosives.

The **Contractor** shall, under the supervision of competent and suitably trained and qualified personnel, exercise the utmost care not to endanger life or damage property in the transportation, storage, handling, use and disposal of explosives, and in the use of Means and Methods. The **Contractor** shall be responsible for all injury, damage and adverse impacts outside the permit area resulting from the use of explosives (including an appropriate portion of the Delay and costs resulting from such injury, damage, and impacts).

7.4 Bonds and Insurance – General Requirements:

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

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

7.4.3. Insurance policies shall contain a provision or endorsement stating that coverage will not be canceled or materially changed, or renewal refused unless at least thirty (30) Calendar Days prior written notice has been personally delivered or sent by registered 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.

7.6 Pollution Liability Insurance – NOT REQUIRED.

(...*** Professional to include Pollution Liability Insurance if needed ***...)

7.6.1. Pollution Liability Insurance in the amounts of not less than \$2,000,000 per occurrence is required. **7.7 Property Insurance (Builders Risk Insurance)**

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

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

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

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

7.8 Waiver of Rights:

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

may have to the proceeds of insurance held by the **Owner** as trustee or otherwise payable under a policy so issued.

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

7.9 Receipt and Application of Proceeds:

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

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

*7.10 Unfair Labor Practice:

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

*7.11 Michigan Right-To-Know Law:

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

*7.11.2. Provisions of the Michigan Right-to-Know Law may be found in those sections of the Michigan Occupational Safety and

Health Act (MIOSHA), which contain Right-to-Know provisions, and the Federal Hazard Community Standard, which is part of the MIOSHA Right-to-Know Law through adoption. The Act, rules and standards should be reviewed for additional requirements.

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

*7.12 Nondiscrimination:

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

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

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

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

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

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

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

*7.12.2. The **Contractor** shall furnish and file compliance reports within the times, and using the forms, prescribed by the Michigan Civil Rights Commission. Compliance report forms may also elicit information as to the practices, policies, programs, and employment statistics of the **Contractor** and Subcontractors. The **Contractor** shall permit access to Records by the Michigan Civil

Rights Commission and its agent for the purposes of ascertaining compliance with the Contract Documents and with rules, regulations, and orders of the Michigan Civil Rights Commission.

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

*7.13 Michigan Residency for Employees:

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

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

*7.14 Prevailing Wages:

*7.14.1. To the extent applicable, Contractor will comply with federal and state (2023 PA 10, MCL 408.1101 to 408.1126), prevailing wage requirements.

*7.14.2. Federal Prevailing Wages -The federal prevailing wage requirements in the attached Federal Provisions Addendum apply when 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") applies.

7.14.3. State Prevailing Wages-The following provisions of this Article 7.14.3 apply when 2023 PA 10 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, shall not be less than the wage rates 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.

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 **Professional** timely written notice of the **Contractor's** intentions to cover such Work and the **Professional** failed to act with reasonable promptness in response to such written notice.

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

9.4 Correction of Work:

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

9.4.1.1. If the **Contractor**, within reasonable time after receipt of written notice, (a) fails to correct Defective Work or remove and replace rejected Work, or (b) fails to correct or complete items on any Punch List, or (c) fails to perform Work in accordance with the Contract Documents, or (d) fails to comply with any other provision of the Contract Documents, the **Owner**, after seven (7) Calendar

Days' written notice to the **Contractor**, may correct and remedy the deficiency. To the extent necessary to correct and remedy such deficiency, the **Owner** shall be allowed to exclude the **Contractor** from all or part of the site; take possession of all or part of the Work and stop related operations of the **Contractor**; take possession of the **Contractor's** tools, plant and office and construction equipment at the site; and incorporate into the Work materials and equipment for which the **Owner** has paid the **Contractor**. The **Contractor** shall allow the **Owner** and **Professional** access to the site as the **Owner** may require completing corrective and remedial action. The **Owner** shall be entitled to an appropriate decrease in Contract Price for all claims, costs, losses, damages, and Delay incurred or sustained by the **Owner** which are attributable to the **Contractor**. Costs assumed by the **Contractor** under this provision include, without limitation, costs of correction or removal and replacement of Defective Work, costs of repair and replacement of other work destroyed or damaged by the action and related charges of the **Professional**.

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

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

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

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

9.4.4 After the Correction Period – Until the period of limitation provided by Michigan Law, the **Contractor** shall promptly correct

Defective Work upon receipt of written notice from the **Owner**. If appropriate under the circumstances or, in the event of an Emergency or unacceptable risk of loss or damage, the **Owner**, directly or through others under contract with the **Owner**, may correct or remove and replace the Defective Work.

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

9.5 Special Correction Period Requirements:

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

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

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

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

9.6 Special Maintenance Requirements:

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

9.6.2. If no separate price for such special maintenance period was requested in Section 00300 Bid Form and made part of the

Contract Documents, the **Owner** will amend the Contract Documents to appropriately increase the Contract Price.

ARTICLE 10 CHANGES

10.1 Changes in the Work:

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

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

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

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

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

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

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

10.2 Differing Subsurface or Physical Site Conditions:

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

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

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

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

10.2.2.3. No proposal or claim by the **Contractor** due to differing site conditions shall be allowed (a) if the **Contractor** knew of their existence before submitting its Bid or if those conditions could have been discovered by any reasonable examinations for which the **Contractor**, as Bidder, was made responsible under the Bidding Requirements, and/or (b) unless the **Contractor's written notice** is provided **within not more than 21 days after the contractor first**

recognizes the condition giving rise to the proposal or claim and gives the Owner adequate opportunity to investigate the asserted differing site conditions. A full and detailed breakdown of cost and time requested, with supporting documentation, if not provided with initial notice shall be delivered to Professional and Owner within 15 days of the notice, as noted in article 11.1.2, unless otherwise agreed in writing, by the Owner prior to expiration of such time.

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

10.3 Responsibilities for Underground Utilities:

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

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

10.3.3. Not Previously Located – If the Contractor encounters not previously located Underground Utilities, which could not reasonably have been foreseen, the Owner will amend the Contract Documents to provide for any changes in the Work and corresponding adjustments in Contract Price and/or Contract Time made necessary by such changes in the Work and by any resulting Delay which is not reasonably anticipatable under the circumstances and which is attributable to the Owner and/or Professional.

10.4 Hazardous Material Conditions:

10.4.1. The Contractor shall use, handle, store, dispose of, process, transport and transfer any material considered a Hazardous Material in accordance with all federal, state, and local Laws. If the Contractor encounters material reasonably believed to be a Hazardous Material and which may present a substantial danger, the Contractor shall immediately stop all affected Work, give written notice to the Owner of the conditions encountered, and take appropriate health and safety precautions.

10.4.2. Upon receipt of the written notice, the Owner will investigate the conditions. If (a) the material is a Hazardous Material that may present a substantial danger and which was not described in the Drawings and/or Specifications, or identified in the Contract

Documents as Work under the Contract Documents, and (b) the Hazardous Material was not brought to the site by the Contractor, or does not result in whole or in part from any violation by the Contractor of any Laws covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Materials, the Owner shall order a suspension of Work in writing. The Owner shall proceed to have the Hazardous Material removed or rendered harmless by negotiating a change in the Work with the Contractor, by means of separate contract or as the Owner may deem otherwise expedient. In the alternative, the Owner shall terminate the affected Work or the Contract for the Owner's convenience.

10.4.3. Once the Hazardous Material has been removed or rendered harmless by any of the means outlined in paragraph 10.4.2, the affected Work shall be resumed as directed in writing by the Owner. Any determination by the Michigan Department of Health & Humans Services and/or the Michigan Department of Environment, Great Lakes, and Energy (whichever is applicable) that the Hazardous Material has either been removed or rendered harmless shall be binding upon the Owner and Contractor for the purposes of resuming the Work. If any such incident with Hazardous Material results in Delay not reasonable anticipatable under the circumstances and which is attributable to the Owner or Professional, the Owner will amend the Contract Documents to provide for a corresponding adjustment in Contract Price or Contract Time, or both, made necessary by such Delay.

10.4.4. If the Hazardous Material was brought to the site by the Contractor, or results in whole or in part from any violation by the Contractor of any Law covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Materials or from any other act or omission within its control, the Contractor shall bear its proportionate share of the Delay and costs involved in cleaning up the site and removing and rendering harmless the Hazardous Material to the satisfaction of the Owner, State and all Political Subdivisions with jurisdiction. If the Contractor fails to proceed with due diligence to take appropriate action pursuant to applicable Law and consistent with the Owner requirements, the Owner may act accordingly, in which case the Contractor shall defend, indemnify, and hold harmless the Owner from and against all claims, as construed in paragraph 1.4, arising from the Owner's exercise of such appropriate action.

10.5 Incidents with Archaeological Features:

10.5.1. The Contractor shall at once notify in writing the Owner of any Archaeological Feature deposits that are encountered or unearthed during the execution of the Work. The Contractor shall protect the deposits in a satisfactory manner and no further disturbance of the Archaeological Features shall take place until Work is allowed to be resumed in the affected areas.

10.5.2. If the Owner, with the advice of the Professional, concludes that the Contract Documents require changes because of Archaeological Features encountered, the Owner will amend the Contract Documents to provide for any changes in the Work and corresponding adjustment in Contract Price and/or Contract Time made necessary by the changes due to the Archaeological Features encountered and by any resulting Delay which is not reasonably anticipatable under the circumstances, and which is attributable to the Owner and/or Professional

10.6 Unit Price Work:

10.6.1. If the Contract Documents specify Unit Price Work, the Contract Price shall contain the sum of each unit price times its estimated quantity. The **Contractor** shall be responsible for completing, within the Contract Times, one hundred twenty (120%) of the estimated quantities of Specified Unit Price Work and reasonable quantities of Contingent Unit Price Work.

10.6.2. The **Contractor** shall promptly, **before proceeding with any affected Unit Price Work**, deliver a written notice to the **Professional** (a) whenever actual quantities for an item of Specified Unit Price Work differs materially from those estimated and request an adjustment in the estimated quantity, or (b) requesting authorization to provide any or differing quantities of any item of Contingent Unit Price Work. The **Contractor** or the **Owner** shall submit to the other and the **Professional**, a proposal for adjusting that item's unit price and/or the Contract Time. The proposal shall be properly substantiated.

10.6.2.1. Promptly after being notified by the **Contractor**, the **Professional** will evaluate the affected Unit Price Work and provide its determination to the **Owner** and **Contractor**. If the **Owner** adjusts the estimated quantity of Specified Unit Price Work or authorizes any, or any additional, quantities of Contingent Unit Price Work, the **Contractor** shall proceed with that Unit Price Work as directed by the **Professional**. The **Contractor** shall proceed with the Unit Price Work regardless of whether the **Owner**, after conferring with the **Professional** determines that a variation in quantity justifies an adjustment in the unit price, or that the existing unit price is valid for the additional or reduced quantities, or that no adjustment in the Contract Time is warranted. In the event the **Contractor** disagrees with any such determination, the **Contractor** shall deliver a notice of claim and a claim submittal in accordance with the procedures and within the deadlines set forth in Article 15.

10.6.2.2. Any adjusted Unit Price agreed upon by the **Owner** will only apply to the actual quantities above one hundred twenty percent (120%) or to the actual quantities less than eighty percent (80%) of the estimated quantity. For additional quantities over one hundred twenty percent (120%) or reduced quantities below eighty percent (80%) of the estimated quantity, the **Owner** may negotiate a Unit Price with the **Contractor**, or direct a unilateral change as provided by Article 10 or rebid that Work. In no case, however, will a Unit Price change resulting from a reduction in quantity be renegotiated such that the changed Unit Price produces a modified Bid Price for any line item that exceeds the initial Bid Price for that line item.

10.6.3. No adjustment due to quantity variations shall be allowed (a) unless the **Contractor** met the notice requirements of paragraph 10.6.2, (b) to the extent that the Bid Price for a line item will increase due to reduced quantities at a higher unit, (c) for under runs in any quantities of Contingent Unit Price Work, unless the unit price times the estimated quantity exceeds the lesser of \$50,000.00 or two percent (2%) of the Contract Price, or (d) if any unit price increase results in whole or in part from any act or omission within the control of the Contractor (errors in the Contractor's Bid, unbalanced unit prices, etc.).

10.7 Cash Allowances; Provisionary Allowances:

10.7.1. The **Contractor** shall obtain the **Professional's** written acceptance before providing materials, equipment or other items covered by a Cash Allowance. Payments under a Cash Allowance shall be on actual costs, and exclude costs for supervision, handling, unloading, storage, installation, testing, etc., which shall be considered to be included within other elements of the Contract Price. Payments within the limits of an Allowance shall exclude Fee and Bond and insurance premiums since these are already included within other elements of the Contract Price.

10.7.2. The **Contractor** shall complete Work covered by Provisionary/Contingency Allowances as approved in writing by the **Owner** and directed by the **Professional**. The Cost of the Work Involved for Work authorized under any Provisionary/Contingency Allowance shall be determined pursuant to Article 11, except those payments within the limits of any Allowance shall exclude Bond and insurance premiums under paragraph 11.8.1.5, since these costs are already included within other elements of the Contract Price.

10.8 Change Orders; Change Authorizations:

10.8.1. The terms "Change Order" and "Change Authorization" are defined in Section 00020 Glossary. Further, Division 1 includes prototype Change Order and Change Authorization forms which shall be used by the **Owner** and **Contractor** in connection with modifications to the Contract.

*10.8.2. A *bilateral* Change Order which does not incorporate a **Contractor** reservation of rights to claim additional adjustments, shall memorialize the **Owner's** and **Contractor's** agreement as to the adjustments in Contract Price and/or Contract Time made by the Change Order. Any such *bilateral* Change Order shall constitute an all-inclusive settlement for all changes, Delay, and costs, whatsoever, and the **Contractor's** signature on the Bulletin and proposal incorporated into that Change Order represents a waiver of all rights to file a subsequent proposal or a claim under Article 15 on account of that Change Order or the Work.

10.8.3. A presumed *bilateral* Change which includes a proposal signed by the **Contractor** with a reservation to claim additional adjustments shall be regarded as a notice of claim as to those adjustments and shall be pursued as provided in Article 15, except as the **Owner** and **Contractor** may otherwise agree.

10.8.4. A Change Order issued by the **Owner** after unsuccessful Contract Price and/or Contract Time negotiations with the **Contractor** and stating the **Owner's** proposed basis for the necessary adjustments in Contract Price and/or Contract Time shall be a *unilateral* Change Order.

10.8.5. The **Owner** will issue Change Orders to amend the Contract Documents for changes in the Work and for any adjustments in Contract Price or Contract Time agreed to in total or in part by both the **Owner** and **Contractor**; or to correspondingly adjust the Contract Price for Work furnished under Cash Allowances, Work completed that was authorized under Provisionary/Contingency Allowances and actual quantities of Unit Price Work. Amounts for Work Involved in a Change Order signed by the **Owner** may be included in subsequent Requests for Payment.

10.8.6. The **Owner** may use Change Authorizations (a) to document agreed-upon minor variations in the Work, and/or (b) to document or order changes in the Work not warranting any adjustment in Contract Price or Contract Time. Examples of the second category include but are not limited to the **Owner's** authorization for drawing payments against a Provisionary/Contingency Allowance or the **Owner's** consent to quantity variations not increasing the Contract Price.

10.8.7. Before, or in conjunction with, the **Professional's** certification of final payment, an appropriate Change Order will be issued, with the **Professional's** advice, to correspondingly adjust the Contract Price for the value of Work furnished under Cash Allowances, Work completed that was authorized under Provisionary/Contingency Allowances and actual quantities of Unit Price Work.

10.8.8. Subject to the provisions of paragraphs 10.8.2 through 10.8.4, it is a requirement of the Contract Documents that all Change Orders duly signed and issued by the **Owner** shall incorporate Bulletins, which are duly signed by the **Contractor**, regardless of whether the **Contractor** uses a reservation of rights.

ARTICLE 11 CHANGES IN CONTRACT PRICE; CHANGES IN CONTRACT TIME

11.1 General Provisions:

11.1.1. Contract Price or Contract Time may be changed only by Change Order duly signed by the **Owner**. Neither Contract Price nor Contract Time may be changed by Change Authorization (subject to the provisions for constructive changes).

11.1.2. **Contractor** proposals for adjusting Contract Price and/or Contract Time shall be due within fifteen (15) Calendar Days after the **Contractor** receives a Bulletin or delivers to the **Owner** a notice of a change or a Delay. Proposals not complying with the requirements of paragraphs 11.1.4 and 11.1.5 shall be returned for resubmission. This turnaround period is of the essence and any Delay in delivering a bulletin or resulting from resubmission of an incomplete Bulletin shall not justify any increase in Contract Price or Contract Time. The **Owner**, in its sole discretion, may extend or shorten the 15-Day period for Bulletin quotations estimated at more than \$250,000 or less than \$25,000.

11.1.3. The **Professional** will review each **Contractor** proposal, and the **Professional** will recommend to the **Owner**, within a reasonable time, whether or not the Bulletin quotation is acceptable. Due to the time required to obtain **Board** and **Director** approvals, a **Contractor** proposal shall be irrevocable for sixty (60) Calendar Days after it is submitted to the **Professional**.

11.1.4. **Contractor** proposals or claims for Work Involved shall detail all affected items of Work, whether increased, revised, added, or deleted, and shall be fully documented and itemized as to (a) individual adds and deducts in Work quantities and labor manhours; (b) corresponding itemized Cost of Work Involved (paragraphs 11.4 through 11.9; and (c) Fee. Proposals or claims including Fee of five percent (5%) for Work Involved of a Subcontractor shall nominate the performing Subcontractor and enclose the Subcontractor's pricing data, if available.

11.1.5. For **Contractor** proposals or claims for adjustments in Contract Price arising from Delays (whether or not such Delays extend any Contract Time or any early completion date), the

Contractor's estimates shall be as comprehensive and detailed as may be appropriate to support the proposal or claim. Examples of germane information include labor productivity, labor manpower levels, production data and Progress Schedule revisions.

11.1.6. If the **Contractor's** surety requires notice of any adjustment in Contract Price and/or Contract Time, whether made pursuant to Article 11 or otherwise; any "or equal" material or equipment or substitution approved by the **Professional**; any change within the scope of Article 10; or any other addition, deletion or revision in the requirements of the Contract Documents, whether made by Change Order or Change Authorization, it shall be the **Contractor's** responsibility, and not the **Owner's**, to give notice to the **Contractor's** surety. It is agreed that none of these modifications to the Contract Documents and/or the Work shall invalidate the Agreement.

11.2 Changes in Contract Time:

11.2.1. An extension in Contract Time will be justified only to the extent that the **Contractor** demonstrates, with comprehensive and detailed documentation, that the Delay is not reasonably anticipatable under the circumstances, is not caused by act or omission within the control of the **Contractor**, and, furthermore, that the Delay necessarily extends the Work, or portion of the Work in question, beyond the pertinent Contract Time. If the **Owner** determines that the **Contractor's** documentation is insufficient to allow a thorough evaluation of the time extension request, the **Contractor** shall further support the request through a detailed analysis of the Progress Schedule Revision Submittal.

11.2.2. Examples of events that may justify an extension in Contract Time include acts of God or the public enemy; acts of the U.S. Government, the State or a Political Subdivision, each acting in its public capacity (including acts as permitting agency); acts of a Public Utility acting in its public capacity; fires, floods, epidemics, quarantine restrictions; strikes, freight embargoes; unusual weather (unusual in the sense of frequency or severity vis-à-vis the prior five (5) year average); unusually severe shortages of construction materials (considering all feasible sources of supply); Underground Utilities which the Contract Documents, through error or omission, inaccurately show or indicate; Underground Utilities not previously located; objection, for the **Owner's** convenience, to a nominated Subcontractor; Archaeological Features; suspension of Work; changes in the Work, differing site conditions; variation in quantities; and Delay, as provided in this paragraph, of Subcontractors or Suppliers, at any tier, not caused in whole or in part by any act or omission within the control of both the **Contractor** and any such Subcontractors and Suppliers.

11.2.3. If upon evaluation of the **Contractor's** analysis, the **Owner** approves an extension in Contract Time for Delay not caused in whole or in part by any act or omission within the control of the **Owner** and/or **Professional**, the **Owner** shall authorize the necessary adjustment in Contract Time only. If the **Owner** approves an extension in Contract Time for Delay caused in whole or in part by any act or omission within the control of the **Owner** and/or **Professional**, the **Owner** shall authorize the necessary adjustments in Contract Time and Contract Price.

11.3 Methods for Making Adjustments in Contract Price:

11.3.1. The method to be used to determine any adjustment in Contract Price shall be selected by the **Owner** from one of the

methods in paragraph 11.3.1.1 through 11.3.1.3, or otherwise shall be limited to the methods in paragraph 11.3.1.4 or 11.3.1.5.

11.3.1.1. If any Work Involved is covered by lump sum prices or unit prices contained in the Contract Documents, those prices shall be used (subject to the terms and conditions of paragraph 10.6 Unit Price Work). In the latter case, the unit prices shall be applied to the quantity of Unit Price Work Involved.

11.3.1.2. If any Work Involved is not covered by lump sum or unit prices contained in the Contract Documents, then application of a lump sum price may be negotiated using the **Contractor's** itemized estimate of the *anticipated* Cost of the Work Involved, as specified in this Article, and a Fee for the Work Involved, as specified in paragraph 11.11.1.

11.3.1.3. If the Work Involved is not covered by the first two methods, the **Owner** may direct the **Contractor** to proceed with the Work Involved on an *actual cost* basis, with or without a guaranteed maximum, based on an itemized breakdown of the *actual* Cost of the Work Involved, as specified in this Article, and a Fee for the Work Involved, as specified in paragraph 11.11.2.

11.3.1.4. If the Work Involved is not covered by the first two methods, the **Owner** may direct the **Contractor** to proceed through a *unilateral* Change Order on a lump sum basis or a not-to-exceed basis, based on the **Professional's** estimate of the anticipated Cost of Work Involved and a Fee for the Work Involved, as specified in paragraph 11.11.1 or 11.11.2.

11.3.1.5. If payment for the Work Involved is to be determined by the Michigan Court of Claims or a AAA arbitration panel, it is agreed by the **Contractor** that the *actual cost and Fee* method in paragraph 11.3.1.3 shall represent the appropriate method for determining such payment.

11.3.2. Items making-up the Cost of the Work Involved shall be allowable to the extent (a) consistent with those prevailing in the Project locality, (b) necessary, reasonable, and clearly allocable to the Work Involved, and (c) limited to labor costs, Subcontract costs, material and equipment costs, construction equipment costs and general conditions costs, as specified in this Article.

11.4 Labor, Subcontract and Material/Equipment Costs:

11.4.1. The Cost of any Work Involved includes the **Contractor's** payroll costs for craft workers resident at the site (through crew foremen) assigned to furnishing and incorporating materials and equipment into the Work Involved. If craft labor manhours exceed those that can be gleaned from the Means Cost Data, or other cost guide acceptable to the **Owner**, the **Contractor** shall provide proper justification, which shall be acceptable to the **Professional**.

11.4.1.1. Payroll costs shall include wages, labor burdens and a factor for field supplies and purchase costs (less market value if not consumed) of tools not owned by the workers. Labor burdens shall be certified by an authorized financial representative of the **Contractor** and may include social security, unemployment taxes, workers' compensation, health and retirement benefits, vacation, and holiday pay. The factor for field supplies and tools (individually valued at less than \$1,000.00) shall not exceed four percent (4%) of the wages without burdens, unless the **Contractor** furnishes detailed data which supports a higher factor. For actual payroll costs, **Contractor** time sheets verified by the **Professional** and/or

certified payrolls shall be the only valid Records. For actual payroll costs under paragraph 11.3.1.5, time sheets shall be valid only if they expressly correlate to the Work Involved and were recorded at that time and/or used for certified payrolls.

11.4.2. The Cost of the Work Involved includes the **Contractor's** costs for the labor costs, (lower tier) Subcontract costs, material and equipment costs and general conditions costs of Subcontractors nominated for the Work Involved. Except for a higher six percent (6%) limit on the factor for field supplies and small tools, the methods for calculating Subcontractors' costs shall be the same as those for **Contractor** costs, except that the term "Subcontractor" shall replace the term "**Contractor**," context permitting. If the **Owner** and **Contractor** agree in advance, the **Contractor** shall obtain detailed quotations and shall nominate at least two (2) Subcontractors, acceptable to both the **Contractor** and **Professional**, for selection by the **Owner**.

11.4.3. The Cost of any Work Involved includes the **Contractor's** costs for materials and equipment, including transportation, storage, and necessary Suppliers' field services. All trade discounts, rebates and refunds and returns from surplus sales that can be realized at the time of pricing shall accrue to the **Owner**, and the **Contractor** shall make arrangements so that they may be obtained. If the Bulletin for the Work Involved *lists* specific Suppliers, the **Contractor** shall obtain written quotations from them and shall nominate one of the *listed* Suppliers to allow a comprehensive review of the proposal by the **Professional**. Invoices segregating items relating to the Work Involved shall be valid Records in support of actual Supplier costs.

11.5 Construction Equipment Costs:

11.5.1. The cost of any Work Involved includes costs for individual construction equipment with replacement value in excess of \$1,000.00. Transportation, loading and unloading, installation, dismantling and removal and shipping costs shall be allowed to the extent required by the Work Involved and reasonable under the circumstances. Equipment costs shall cease when the equipment is no longer needed for the Work Involved. Payroll costs for labor operating the equipment are as specified in paragraph 11.4.1. Equipment costs shall be computed using the same accounting and estimating rules and prices, whether related to added or deleted Work.

11.5.2. When determining actual construction equipment costs (a) under paragraph 11.3.1.3, daily logs of the equipment, operators, and actual usage, verified by the **Professional**, shall be the valid Records; (b) under paragraph 11.3.1.5, such daily Records shall be valid only if developed when any such Work Involved was performed and used for accounting purposes.

11.5.3. Rented (or owned) equipment, idled solely by actions of the **Owner** or **Professional**, shall be paid at the rate for rented equipment (or at fifty percent (50%) of the rate for owned equipment) provided the idle period exceeds what is normal for the equipment and occurs during normal working hours.

11.6 Rented or Leased Construction Equipment:

11.6.1. Construction equipment rented or leased from third parties shall be priced using the rates negotiated between the **Owner** and **Contractor**. If no agreement is reached, those rates listed in the Rental Rate "Blue Book" published by PRIMEDIA Information Inc. of San Jose, Ca, for the region where the Project is

located applicable to the equipment (model number and year) shall be used. For equipment leased or rented on an hourly basis, the rate for second or third shifts shall not exceed fifty percent (50%) of the base rate. Operating costs shall not exceed the hourly operation rate in the Blue Book. Hourly rates for equipment previously in use at the site for a month or longer shall use the monthly rate divided by 176 hours. Equipment previously in use for only one week or not previously in use at the site shall be invoiced to the **Owner** using the following schedule of equipment use:

Less than 8 hours	Hourly Rate
1 Day but less than 7 Calendar Days	Daily Rate
1 week but less than 30 Calendar Days	Weekly Rate
30 Calendar Days or more (when in use)	Monthly Rate

11.7 Owned Construction Equipment:

11.7.1. Construction equipment owned by the **Contractor** or rented or leased from lessors associated with or owned by the **Contractor**, shall be priced using the rates negotiated between the **Owner** and **Contractor** based on the **Contractor's** normal accounting practices. If no agreement is reached, the hourly rates in the "Contractor's Equipment Cost Guide," published by PRIMEDIA Information Inc. for the region where the Project is located shall be used. Operating costs shall not exceed the hourly operation rate in the Blue Book. For multiple shifts, rates shall not exceed the shift Work adjustments recommended in the Cost Guide.

11.8 General Conditions Costs:

11.8.1. The Cost of any Work Involved may include necessary general conditions costs to the extent those costs increase or decrease on account of, or are directly attributable to, the performance of Work Involved, or are required due to an extension in Contract Time or Delay under paragraph 11.13.5. Categories of general conditions which are allowable under this paragraph (subject to the provisions of paragraph 11.9) include:

11.8.1.1. To the extent agreed to in advance by the **Owner**, payroll costs for the **Contractor's** project manager or construction manager, but not both, for Work activities conducted at the site.

11.8.1.2. Payroll costs for the **Contractor's** superintendent and full-time general foremen, if any are assigned to the Work, for Work Involved performed beyond normal working hours and/or to the extent those costs and subsistence expenses arise solely from an extension in Contract Time or Delay under paragraph 11.13.5.

11.8.1.3. If agreed to in advance by the **Owner**, payroll costs for management personnel resident and working at the site and for workers not covered under paragraph 11.4.1, resident at the site and engaged as support workers (i.e., loading/unloading, clean-up, etc.) to workers covered under paragraph 11.4.1.

11.8.1.4. Costs of office and temporary facilities at the site, including office materials, office supplies, office equipment, minor expenses, utilities, fuel, sanitary facilities, internet, and telephone service at the site, provided those cost arise solely from an extension in Contract Time or Delay under paragraph 11.13.5.

11.8.1.5. Costs of liability insurance premiums for insurance not included within the labor burdens charged under paragraph 11.4.1, and costs of Bond premiums.

11.8.1.6. Costs of consultants not in the direct employ of the **Contractor**, or Subcontractors not covered under paragraph 11.4.2; to the extent authorized by the **Owner** before proceeding with the Work Involved, and provided that those costs are neither covered by paragraph 11.4 nor excluded by paragraph 11.10; and

11.8.1.7. Taxes on the Work Involved, and for which the **Contractor** is liable; and royalty payments and fees for permits and licenses, provided they relate solely to the Work Involved.

11.9 Limitations on Allowable Costs:

11.9.1. The **Contractor** shall not include as part of the Cost of any Work Involved any construction equipment costs, small tool costs, or general conditions costs that do not increase on account of, or are not directly attributable to, the furnishing and/or performance of any Work Involved. Examples of such unallowable costs include:

11.9.1.1. Charges for **Contractor's** superintendent, general foremen and management personnel assigned full-time to the Work, if the charges relate to Work Involved which does not extend the Contract Time or cause Delay under paragraph 11.13.5, or to Work Involved not performed beyond normal working hours.

11.9.1.2. Fixed percent mark-ups for construction equipment (as opposed to specific construction equipment costs); or

11.9.1.3. Cost of field supplies and/or small tools solely for extensions in Contract Time or Delay under paragraph 11.13.5.

11.9.2. Changes in Contract Price for extensions in Contract Time or Delay under paragraph 11.13.5 shall exclude any costs that are unaffected or do not relate to the extension in Contract Time or the Delay in early completion. Examples include:

11.9.2.1. Operating costs of construction equipment assigned to the Work for the duration, to the extent used in the incorporation of materials and equipment into the Work, provided the equipment is not subject to increased usage because of the extension in Contract Time or the Delay in early completion.

11.9.2.2. Operating costs plus owned/rental costs of construction equipment brought to the site for a specific activity (crane used for specific lifts, concrete pump used for pours, etc.), provided the equipment is not subject to increased usage because of the extension in Contract Time or the Delay in early completion.

11.9.2.3. Construction equipment and site facilities which are fully paid under the Contract Price for the Work, as awarded.

11.9.3. The **Contractor** shall not include as part of the Cost of any Work Involved acceleration costs incurred, for the **Contractor's** benefit, to make-up Delay which warrant extensions in Contract Time but do not justify increases in Contract Price.

11.10 Costs Covered by the Fee for the Work Involved (and not Allowable as Cost of the Work Involved):

11.10.1. **Contractor** administrative costs and home office overhead, whether at the **Contractor's** principal or branch offices, shall not be allowable as elements of the Cost of Work Involved. Rather, those administrative costs and home office overhead shall be non-reimbursable expenses covered by the Fee for the Work

Involved. Examples of administrative costs or home office overhead covered by this provision include, without limitation:

11.10.1.1. Payroll costs and other compensation of executives, general and administrative managers, estimators (except to the extent agreed to in advance by the **Owner**), claim consultants, attorneys, accountants, labor relation coordinators, purchasers, expeditors, and other administrative staff, whether resident at the **Contractor's** principal or branch offices.

11.10.1.2. Payroll costs and other compensation of project managers, construction managers, architects, engineers, schedulers, detailers, safety personnel, clerks, and other administrative staff not resident at the site and who are not part of the **Contractor's** general conditions personnel contingent.

11.10.1.3. Costs of engineers, architects, accountants, consultants, attorneys, and others, in the direct employ of the **Contractor** or otherwise, utilized for services related to a controversy or claim about the acceptability of the Work.

11.10.1.4. Costs incurred in the preparation of Contract Change Orders (whether or not ultimately authorized by the **Owner**), except as otherwise authorized by the **Owner**; and costs incurred in the preparation or filing of claims; and

11.10.1.5. Any interest on the Work Involved, unless otherwise allowed by the Michigan Court of Claims or an arbitration panel; charges for delinquent payments; lost interest on unpaid withholdings; lost profits and lost opportunities; and home office storage and yard facilities.

11.11 Limits on the Fee for the Work Involved:

11.11.1. Any adjustment in Contract Price made by *bilateral* Change Order which stipulates a lump sum price (developed from the **Contractor's** itemized estimate of the *anticipated* Cost of the Work Involved) without incorporating a **Contractor** reservation of rights to claim additional adjustments, shall include a Fee for costs under paragraph 11.10 and for profit, not to exceed the following:

11.11.1.1. For Work Involved to be self-performed by the **Contractor**, the **Contractor's** Fee shall not exceed fifteen percent (15%) of the Cost of the Work Involved. For Work Involved to be performed by any nominated Subcontractor, regardless of tier, the nominated, performing Subcontractor's Fee also shall not exceed fifteen percent (15%) of the Cost of the Work Involved.

11.11.1.2. For Work Involved to be performed by any nominated Subcontractor, the **Contractor's** Fee shall be five percent (5%) of the performing Subcontractor's Cost of the Work Involved, excluding that Subcontractor's Fee. For Work Involved of any nominated lower tier Subcontractor, any corresponding higher tier Subcontractors and the Contractor shall share equally a Fee of five percent (5%) of the performing lower tier Subcontractor's Cost of the Work Involved, excluding the lower tier Subcontractor's Fee.

11.11.2. Any adjustment in Contract Price made by a *bilateral* Change Order (whether based on a *lump sum* or on the *actual cost* of the Work Involved) which incorporates a **Contractor** reservation of rights to claim additional adjustments, shall include a Fee of only two-thirds (2/3) of the Fee otherwise resulting from the application of paragraphs 11.11.1 or 11.11.2.

11.11.3. The credit to be allowed to the **Owner** for any individual change consisting of deletions, or additions and deletions, that yields a negative net Cost of the Work Involved, shall be the amount of the net decrease and, if the negative net Cost of the Work Involved exceeds \$10,000.00, a Fee credit of one-fifth of the Fee resulting from the application of paragraphs 11.11.1.1 through 11.11.1.3 shall be added to that amount.

11.11.4. For any change in the Work combining additions, revisions, and deletions, one single Fee for the Work Involved shall be added to the net Cost of the Work Involved, unless the change in the Work combines self-performed **Contractor** Work and Subcontractor Work, or Work of more than one Subcontractor, or both, in which case separate Fees for the **Contractor** Work and for the Subcontractor Work shall be calculated, as appropriate.

11.11.6. In the event unrelated changes in the Work are grouped in a Bulletin, or included in a claim, and each of the changes yields a net increase or decrease in the Cost of the Work Involved, the combined Fee for the changes in the Work so grouped shall be computed as the sum of the individual Fees otherwise calculated under paragraphs 11.11.1 through 11.11.5.

11.12 Fee for Unabsorbed Home Office Overhead:

11.12.1. It is intended that the Fee for the Work Involved allowed under paragraph 11.11 shall be included with any adjustment in Contract Price for any Cost of Work Involved. However, the Fee under paragraph 11.11.1 shall not be intended to cover unabsorbed home office overhead resulting from an extension of the Contract Time stated in paragraph 4.1.1 of Section 00500 Agreement. When justified under the Contract Documents, Fee for unabsorbed home office overhead shall be calculated as detailed in paragraph 11.12.2.

11.12.2. If an extension of the Contract Time stated in paragraph 4.1.1 of Section 00500 Agreement and an increase in Contract Price for such an extension in Contract Time is justified under the Contract Documents, the **Owner** shall negotiate with the **Contractor** the reimbursement of an amount for the **Contractor's** home office overhead (under paragraph 11.10) that will be or were unabsorbed before the expiration of that Contract Time. Any such reimbursement shall be based on the lesser of: (a) the product of the ratio of the **Contractor's** home office overhead to its contract billings times the Contract Price in paragraph 3.1 of Section 00500 Agreement that remains unbilled on the expiration of that Contract Time, or (b) that amount derived from the Eichleay formula.

11.13 Changes in Contract Time for Early Completion:

11.13.1. The Contract Times specified in paragraph 4.1 of Section 00500 Agreement represent the **Professional's** best estimate of the time required to complete the Work and take into account comparisons with completed work similar in scope and character to the Work and constructed under similar conditions.

11.13.2. Since "time is of the essence" in performing this Contract, any early completion Rev. 0 Progress Schedule considered acceptable by the **Owner** shall be construed as setting forth a corresponding amount of Contract Float, unless the **Contractor** delivers notice of a request for a shortening of the Contract Time within thirty (30) Calendar Days after receiving the **Owner's** written notice of "no objection" to such Rev. 0 Progress Schedule.

11.13.3. If the **Contractor** requests that the Contract Times be shortened to eliminate the Contract Float on any such early completion Progress Schedule, and the **Owner** agrees to the **Contractor's** request, the **Owner** and **Contractor** may negotiate a reduction in the affected Contract Time. Concurrently, the **Owner** will develop a level of liquidated damages appropriate to the revised Contract Time(s) or, if more appropriate under the circumstances, the **Owner** will specify actual damages, applicable from the negotiated, earlier Contract Time to the Contract Time under revision. In such case, the aggregate actual damages shall not exceed the sum liquidated damages that may have resulted from the originally specified liquidated damages. Such agreement shall be memorialized through an appropriate Change Order.

11.13.4. If the **Owner** and **Contractor** are unable to agree to such reduction in the Contract Times, or the **Contractor** rejects the **Owner's** assessment of liquidated or the stipulation of actual damages, or both, the Contract Times in question shall remain unaltered and the early completion Progress Schedule shall be employed as provided in the Contract Documents.

11.13.5. To the extent that the Progress Schedule supports an early completion date, and a Delay extends performance of the Work beyond the **Contractor's** early completion date but not beyond the corresponding Contract Time, if the **Contractor** pursues an increase in Contract Price for such Delay in early completion, the **Owner** shall consider such request, subject to the following: (a) the early completion is reasonably achievable, i.e., includes proper allowances for weather, **Owner** and **Professional** activities, rework and other foreseeable events within the control of the **Contractor**, (b) the Progress Schedule used to support the request is loaded with Activity manpower data, and (c) the adjustment in Contract Price shall equal fifty percent (50%) of the **Contractor's** Delay costs otherwise allowable under this Article.

11.13.6. As a point of emphasis, under these provisions, an increase in Contract Time and an increase in Contract Price equaling the **Contractor's** costs occasioned by the Delay (as opposed to only fifty percent (50%) of the **Contractor's** Delay costs), shall be justified only if the Delay attributable to the **Owner** and/or **Professional** necessarily extends Substantial Completion of the Work, or the portion of the Work having a specified Contract Time, beyond the correspondingly specified Contract Time.

11.14 Access to Records:

11.14.1. The **Contractor** shall maintain and keep and shall require all Subcontractors and Suppliers to maintain and keep, in accordance with generally accepted accounting principles, Records pertaining to the bidding, award and performance of the Work, including, but not limited to payroll and employment Records and all data used in estimating the **Contractor's** Bid and in pricing and negotiating Work covered by any Change Order, Change Authorization, proposal or claim.

11.14.2. For changes payable on an *actual cost* basis, or in the event of any claim, dispute, litigation, audit exception or appeal or termination, the **Owner** and any of the **Owner's** duly authorized representatives shall have access to those Records for the purpose of inspection, audit/review and scanning/copying. The **Contractor** shall provide appropriate facilities for access promptly after receiving a request. The **Owner** and any of its duly authorized representatives shall have the right to interview **Contractor** employees. The **Contractor** shall make employees available on Business Days between 8:00 AM and 4:00 PM, as requested.

11.14.3. 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 divide the Work into pay items for significant Sections and areas, facilities, or structures, with subtotals for first tier Subcontractors. If required in Division 1, the Schedule of Values shall be supported by a more detailed breakdown allocating the pay items to the Progress Schedule Activities.

12.1.2. The Schedule of Values shall tabulate labor costs, Subcontract costs and material and equipment costs. Labor costs

shall include appropriate sums for construction equipment costs, general conditions costs, administrative costs (paragraph 11.10) and profit, unless separate pay items are itemized for those costs.

*12.1.3. The Schedule of Values shall include the following close-out pay items: (a) two percent (2%) of the Contract Price for Fire Marshall approval, certificate of occupancy and other code approvals, as specified in the Contract Documents, (b) two percent (2%) of the Contract Price for manufacturer warranties, finalized operating and maintenance documentation, **Owner** training documentation, and test and balance reports, and (c) two percent (2%) of the Contract Price to cover finalized Record Documents.

12.2 Requests for Payment:

12.2.1. Once each month, the **Contractor** shall submit to the **Professional** a Request for Payment on the **Owner's** form signed by the **Contractor** certifying Work completed and enclosing all supporting documentation. Each Request for Payment shall certify that all monies owed by the **Contractor** to Subcontractors and Suppliers for which payment previously has been sought has been paid from payments received and include a sworn statement. No Request for Payment shall include amounts for a Subcontractor or Supplier if the **Contractor** does not intend to use the payments requested, when received, to reduce the **Contractor's** outstanding obligations on the Work.

12.2.2. **The State will only disburse payments under this Contract through Electronic Funds Transfer (EFT).** Contractor must register with the State at <http://www.michigan.gov/SIGMAVSS> to receive electronic fund transfer payments. If Contractor does not register, the State is not liable for failure to provide payment. Without prejudice to any other right or remedy it may have, the State reserves the right to set off at any time any amount then due and owing to it by Contractor against any amount payable by the State to Contractor under this Contract.

12.2.3. Payment to the **Contractor**, if approved by the **Owner**, will be made within thirty (30) Calendar Days after the **Owner** receives and approves a certified Request for Payment from the **Professional**. Payment for authorized reimbursable expenses shall be made monthly in the amount incurred before the cut-off date, provided each payment request expense is properly documented in spreadsheet form detailing the information about the request. The **Contractor** will provide a certification in writing that the payment request submittal is true and accurate.

12.2.4. If payment is requested based on materials and equipment stored at the site or at another location agreed to in writing, the Request for Payment also shall be accompanied by (a) consent of surety, (b) a bill of sale, invoice or other documentation warranting that the **Owner** has received the materials and equipment free and clear of all liens, and (c) evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect them and the **Owner's** interests. If the documentation provided by the **Contractor** to comply with the intent of this paragraph is unsatisfactory, the **Owner** shall be entitled to withhold an appropriate amount from that Request for Payment until the **Contractor** provides documentation acceptable to the **Owner**.

12.2.5. The **Contractor** warrants and guarantees that title to all Work, materials and equipment covered by any Request for Payment, whether incorporated in the Work or not, will pass to the **Owner** free and clear of all liens no later than at the time of payment by the **Owner** to the **Contractor**.

12.3 Review of Request for Payment; Intent of Review:

12.3.1. Within ten (10) Calendar Days after receipt of a Request for Payment, the **Professional** shall certify to the **Owner** the amount the **Professional** determines to be due or shall return the Request for Payment to the **Contractor** indicating the reasons for withholding certification. Certification shall be based on the **Professional's** review of the Request for Payment and enclosed documentation, On-Site Inspections, and on-site Project representation, if any has been provided. If a Request for Payment is returned to the **Contractor**, the **Contractor** shall make the necessary corrections and resubmit that Request for Payment.

12.3.2. The **Professional's** certification of any Request for Payment constitutes a representation to the **Owner** that the Work has progressed to the point indicated; that to the best of the **Professional's** knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents; and that the **Contractor** is entitled to payment in the amount certified. Any such representation by the **Professional**, however, shall be subject to an evaluation of the Work as a functioning whole before and upon Substantial Completion; to the results of any subsequent tests called for in the Contract Documents; to a final determination of quantities and classifications of Unit Price Work (if any is specified) and to any other qualifications stated in the certification.

12.3.3. In the case of final payment, the **Professional's** certification of final payment and recommendation that the Work is acceptable shall be a further representation that conditions governing final payment to the **Contractor** have been met.

12.4 Refusal to Make or to Recommend Payment:

12.4.1. The **Owner** may withhold from any payment an amount based on the **Professional's** refusal to recommend payment or the **Owner's** estimate of the fair value of items entitling the **Owner** to a withholding. Such may include, but not be limited to liquidated damages, claims made against the **Owner** arising out of or related to the Work, payment claims, or failure by the **Contractor** to reimburse the **Owner** any costs the **Owner** is entitled to recover. The **Owner** will give the **Contractor** reasonably prompt written notice supporting such action.

12.4.2. The **Professional** may refuse to recommend all or any part of any payment, or because of subsequently discovered evidence, inspections or tests or the value of the Punch List, nullify all or any portion of any payment previously recommended, as the **Professional** may consider necessary to protect the **Owner** from loss because (a) the Work is Defective or completed Work has been damaged requiring correction or replacement, (b) the Contract Price has been reduced by Change Order, (c) it has been necessary that the **Owner** correct Defective Work or complete Work, (d) reasonable evidence exists that all or a part of the Work will not be completed within the corresponding Contract Time, (e) 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, (f) stored materials for which payment has been made or is sought has been determined by the **Professional** to be damaged or missing, (g) 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 (h) 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 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

Professional. The **Contractor** shall assemble all requisite documentation before requesting final inspection.

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 13.2.1 and 13.2.2, 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

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** for cause 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:

14.1.1.3. 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

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

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

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.

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, which becomes a claim or dispute after a written determination by the **Professional** or **Owner** under the appropriate provision of the Contract Documents.

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 promptly, but in no event later than thirty (30) Calendar Days after the **Professional's**

or **Owner's** determination giving rise to the claim. 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 sixty (60) Calendar *15.1.5. A claim by the **Contractor** shall be submitted to the **Professional** and **Owner** for a recommendation or decision from the **Professional** and, if necessary, an **Owner** determination. A claim by the **Owner** shall be submitted to the **Contractor** and the **Professional** for a written recommendation or decision by the **Professional**. The **Owner** reserves the right to audit, using the provisions in paragraph 11.14, any **Contractor** claim (or claim package) that the **Contractor** values at more than \$50,000.00.

15.1.6. Pending final resolution of any claim under this Article, the **Contractor** shall proceed diligently with the Work and comply with any decision of the **Owner** and/or **Professional**

15.2 Requirement for Certification of Contractor Claims:

15.2.1. For all **Contractor** claims seeking an increase in Contract Price or Contract Time, the **Contractor** shall submit an affidavit, certifying that the amount claimed accurately reflects any Delay and all costs that the **Contractor** is entitled from the occurrence of the claimed event and that supporting cost and pricing data are current, accurate, complete and represent the **Contractor's** best knowledge and belief. The affidavit shall be executed by an officer or partner of the **Contractor** with proper authority or his/her designee.

15.3 Recommendations or Decisions from the Professional:

*15.3.1. For **Contractor** claims under \$100,000.00, if requested in writing by the **Contractor**, the **Professional** will render a recommendation or decision within thirty (30) Calendar Days after the request and the **Owner** will issue, if necessary, a determination within thirty (30) Calendar Days after the **Professional's** recommendation or decision. For **Contractor** claims exceeding \$100,000.00, the **Professional** will issue its recommendation or decision and the **Owner**, if necessary, will issue its determination, within sixty (60) Calendar Days after completing an audit of the claim, or after deciding not to conduct such an audit or, in the alternative, will notify the **Contractor** of the date when the determination will be made. In the latter case, a final determination will be concluded within sixty (60) Calendar Days from the date of such notification.

*15.3.2. For **Owner** claims under \$100,000.00, the **Professional** will render a recommendation or decision within thirty (30) Calendar Days of the request. For **Owner** claims over \$100,000.00, the **Professional**, within sixty (60) Calendar Days, will render a recommendation or decision or notify the **Owner** and **Contractor** when such will be rendered.

*15.3.3. To the extent any **Professional's** decision is to deny a **Contractor** claim or to agree with an **Owner** claim, that decision shall be final and binding on the **Contractor**, without any determination by the **Owner**, unless the **Contractor** files a request for a presentation with the **Director-DCD** within thirty (30) Calendar Days as required by paragraph 15.4.1. Unless a claim is made in accordance with these requirements, it shall be waived.

*15.3.4. To the extent that any recommendation from the **Professional** is partly or wholly adverse to a claim from the **Owner**, that determination shall be final and binding on both the **Owner** and **Contractor** unless either party files a request for a presentation with the **Director-DCD** as required in paragraph 15.4.1.

Days after the determination giving rise to the claim (unless the **Professional** allows an extension). The responsibility to substantiate claims shall rest with the claimant.

*15.3.5. To the extent the **Professional** recommends payment of any **Contractor** claim which increases the Contract Price, that recommendation shall be subject to a determination from the **Owner** in a written opinion. In the event any such determination from the **Owner** is partly or wholly adverse to the preceding recommendation from the **Professional**, that determination shall be final and binding on the **Contractor** unless the **Contractor** files suit in the Michigan Court of Claims within thirty (30) Calendar Days after receipt of such determination. Unless a claim is made in accordance with these requirements, it shall be waived.

15.4 Determinations by the Director-DCD:

*15.4.1. If either the **Contractor** or **Owner** is not satisfied with any decision of the **Professional** rendered pursuant to paragraph 15.3.3 or 15.3.4, that party shall, within thirty (30) Calendar Days of receiving that decision, file a written appeal with the **Director-DCD**. If a **Contractor** or **Owner** appeal is timely filed, the claimant shall be entitled to present its claim, unless waived, to the **Director-DCD**, or his/her designee, provided that a claim narrative with complete supporting documentation is delivered to the **Director-DCD**, or his/her designee, within thirty (30) Calendar Days of that party's written notice of appeal.

*15.4.2. Within thirty (30) Calendar Days after receipt of any such claim narrative, the **Director-DCD**, or his/her designee, shall schedule the time to start the presentations taking into account the dispute's complexity and the urgency of its resolution. Subject to any recognized privilege, discovery shall be available to either party as provided by the **Director-DCD**, and his/her designee, and shall be concluded thirty (30) Calendar Days before the start of the presentations.

*15.4.3. During the presentations, the **Director-DCD**, or his/her designee, shall hear presentations and receive evidence on the matters in dispute, as supported by the statement of the dispute. The **Director-DCD**, or his/her designee, shall have discretion concerning the allowability of evidence submitted, and shall not be bound to any rules of evidence other than those he/she promulgates.

*15.4.4. If the right to a presentation is waived or if a presentation is conducted and the dispute remains unresolved, the **Director-DCD**, or his/her designee, at his/her sole option, shall specify in which forum the dispute shall thereafter be conducted by issuing a written determination to the **Contractor** that the dispute if the **Contractor** so elects, be submitted in writing to:

*15.4.4.1. The Court of Claims maintained by the State of Michigan for the purpose of adjudicating claims against the State or other appropriate court, or

*15.4.4.2. Arbitration in accordance with the construction industry rules of arbitration of the American Arbitration Association, subject to the provisions of paragraphs 15.5.1 and 15.5.2, unless the parties mutually agree otherwise.

*15.4.5. The **Director-DCD's**, or his/her designee's, determination on the forum in which the dispute shall be conducted is final and binding upon the **Owner** and **Contractor**. The **Director-DCD's**, or his/her designee's determination on the dispute shall be final and binding on the **Contractor** unless the **Contractor** files a lawful

action in the forum so chosen (Michigan Court of Claims or arbitration) within thirty (30) Calendar Days after receiving the **Director-DCD's**, or his/her designee's, determination.

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.

*15.4.6. If, after such determination from the **Director-DCD**, or his/her designee, the **Contractor** properly submits the dispute to

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 – MCSA Group, Inc.

WORK – Elliott - Larsen building – Replace Roof

FILE No. 171/24097.SDW

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.

ARTICLE 4 CONTROL OF THE WORK – GENERAL PROVISIONS

ADD Section 4.4.14 as follows:

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.

ARTICLE 7 LEGAL AND CONTRACTUAL REQUIREMENTS; INSURANCE

ADD Section 7.14.3 for projects with Federal Funding:

7.14.3 FEDERALLY FUNDED PROJECT PREVAILING WAGE REQUIREMENTS – NOT APPLICABLE ON THIS PROJECT.

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.

ARTICLE 15 DISPUTES

REPLACE Section 15.1.2 with the following:

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.

ADD Section 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.

ADD Section 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.

REPLACE Section 15.1.4 with the following:

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.

END OF SECTION 00800

SECTION 01310 PROGRESS SCHEDULE

PART 1 - GENERAL

1.01 SUMMARY

A. The **Contractor** will submit CPM Progress Schedules to the **Owner** depicting its approach to prosecution of the Work. This includes but is not limited to the **Contractor's** approach to recovering schedule and managing the effect of changes, substitutions, and Delays on Work sequencing.

B. The Progress Schedule will include the Rev. 0 Submittal (par. 3.02), Update Submittals (par. 3.03) and Revision Submittals (par. 3.04). Each Submittal will be assigned a unique number.

For a resubmission, the initial number will be modified by the letter A, B, C, etc., as appropriate.

C. Through the Progress Schedule, the **Owner** will seek to stay current on progress, updated Activity and Milestone Dates, and the **Contractor's** approach to Work remaining.

D. References to the Critical Path Method (CPM) are to CPM construction industry standards that are consistent with the requirements of this Section 01310.

1.02 RELATED SECTIONS

A. Section 00440 Schedule of Materials and Equipment; Section 00500 Agreement; Section 00700 General Conditions; and Section 00800 Supplementary Conditions.

1.03 GLOSSARY OF TERMS

A. Capitalized terms not already defined in any Division 0 Specification have the following intent and meanings:

1. Milestone—A key point of progress, designating interim targets toward the Contract Times. They may pinpoint critical path foundations, key deliveries, building framing, start of MEP rough-in, building enclosure, partitions, interior finishes, conditioned space, commissioning stages, Substantial Completion, and other events of like import.
2. Official Schedule—The most recent Revision Submittal returned to the **Contractor** as Resubmittal Not Required. The Rev. 0 Official Schedule is the *As-Planned* Schedule.
3. Revision 0 Submittal—Progress Schedule submitted by the **Contractor** depicting the entire Work as awarded.
4. Update Submittal—A monthly Progress Schedule update reflecting progress and minor adjustments on the Activities, sequencing and restraints for Work remaining.

1.04 QUALITY ASSURANCE

A. The **Contractor** will obtain a written interpretation from the **Professional**, if the **Contractor** believes the selection of Activities, logic ties or restraints requires an interpretation of the Contract Documents. With each submission, the **Contractor** will point out by specific, written notation, any Progress Schedule feature that may reflect variations from any requirements of the Contract Documents.

B. The **Contractor** is responsible to obtain information from each Subcontractor and Supplier when scoping their respective Activities, Values, logic ties and restraints

C. No review of any Progress Schedule by or on behalf of the **Owner** will relieve the **Contractor** from complying with the Contract Times and any required sequence of Work or from completing Work omitted from the Progress Schedule. No review will imply approval of any variation from or interpretation of the Contract Documents, unless approved by the **Professional** through a written interpretation or by means of a separate, written notation.

1.05 ALLOWANCES

A. Work covered by Cash Allowances will be completed within the Contract Times. To the extent reasonable and consistent with the **Contractor's** plan, Work authorized by contingency allowances will be completed within the Contract Times. The Progress Schedule will incorporate the **Contractor's** best estimate of the Activities, logic and restraints required, using the information in the Contract Documents, or as indicated by the **Professional** in writing.

1.06 "OR EQUALS" AND SUBSTITUTIONS

A. Activities in the Rev. 0 Progress Schedule will be based on materials and equipment required by the Contract Documents and will not reflect any "or equal" or substitute materials or equipment, even if the **Contractor** intends to pursue "or equal" and substitution proposals. This limitation also applies to any Means and Methods indicated in or required by the Contract Documents.

1.07 MEASUREMENT AND PAYMENT

A. The Schedule of Values will include a Progress Schedule *pay item*. Fifteen percent (15%) of this *pay item* will be eligible for payment upon delivery of the *complete* Rev. 0 Submittal. The balance of this *pay item* will be eligible for payment, on a prorated basis, with each Request for Payment attaching an Update Submittal.

PART 2 - WORK PRODUCTS

2.01 PROGRESS SCHEDULE SUBMITTALS

A. Each Progress Schedule Submittal will consist of an electronic disk with the **Contractor's** files, a narrative and three (3) copies of the required reports and plots.

B. The CPM scheduling software will be Primavera Project Planner®, SureTrak® or Microsoft Project®.

2.02 PRINTOUTS

A. Schedule Reports will include Activity (ID) code and description, duration, calendar, Early Dates, Late Dates and Total Float, all of which will comport with the requirements of paragraph 8.3.4 of Section 00700 General Conditions.

1. Late Finish Date for an Activity pinpointing a Contract Time will equal that Contract Time. Early Start Date for an Activity designating a Contract restraint will equal the proper Notice to Proceed date. Schedule Reports may or may not append CPM Plots (time-scaled Activity/logic).

2. For Precedence Diagram Method, separate Schedule Reports will tabulate, for each Activity, all preceding and succeeding logic types and lead times, whether CPM Plots displaying vertical logic ties are appended or not.

B. CPM Schedule Plots will be plotted on a suitable time scale and identify the Contract Times, Critical Paths, and sub-Critical Paths. Activities will be shown on the Early Dates with Total Floats noted by Late Date flags.

C. Line of Balance Plots will reflect industry practice for repetitive construction and will segregate the production lines for all trades within the hammock Activities.

2.03 NARRATIVE REQUIREMENTS

A. In general, a narrative will describe the **Contractor's** approach to prosecution of the Work, subject to the requirements of the Contract Documents. Further, each narrative will list the Critical Path Activities and compare Early and Late Dates with Contract Times and Milestone Dates. The basis for restraint dates will be explained.

B. For each Update Submittal, the narrative will compare current Dates to the respective Milestone Dates, describe changes in crewing and construction equipment and identify new Delays. For each Revision Submittal, the narrative also will itemize changes in Activities, logic ties and restraint dates made necessary by each change, Delay, schedule recovery, substitution and **Contractor**-initiated revision occurring since the previous Submittal.

2.04 ACTIVITY REQUIREMENTS

A. The Progress Schedule will detail Work sequencing only to the extent necessary to allow the **Owner** to correlate percent complete, compare actual dates with Milestones and Contract Times and the data in Requests for Payment.

B. Separate Activities will designate permits, construction, Submittal preparation/review (and resubmission and re-review, for same); MEP coordination drawings; deliveries; commissioning; and Punch List. Separate Activities will designate **Owner**-furnished items, interface with other work and the **Owner** and **Professional's** responsibilities.

B. Activities will be detailed only to the extent required to show the transition of trade Work. Activities will detail the progression through site/excavation, foundations, building framing, start/completion of interior partitions, MEP rough-in, building enclosure, interior finishes, conditioned space, and commissioning.

1. Submittal Activities will segregate long-lead items, any item requiring structural access and other procurements that, in the **Contractor's** judgment, may bear on the rate of progress. Separate MEP coordination drawing Activities will be used for each floor. Beyond these requirements, it is not necessary to burden the Progress Schedule with Activities for less significant Submittals and deliveries.

2. For multiunit Work (e.g., rough-in overhead MEP for each floor, etc.), detailed Activities will be shown for a typical

PART 3 – EXECUTION

3.01 FLOAT TOLERANCES

A. Any Progress Schedule with Early Dates after a Contract Time will yield negative Total and Contract Floats, whether shown/calculated or not. Any Revision Submittal with less than negative twenty (20) Days of Float will be returned as "Revise and Resubmit," unless a time extension is requested, or the **Owner** withholds liquidated damages or asserts intent to do so in the event schedule is not recovered.

B. Floats calculated from the definitions given in Section 00020 Glossary supersede any conflicting Float values calculated within any early completion Progress Schedule.

3.02 REVISION 0 (Rev. 0) SUBMITTAL

A. The complete Revision 0 Submittal will be due with the first Request for Payment. The Rev. 0 Submittal will show the Work as awarded, without Delays, "or equal" or substitutions, Change Orders or Change Authorizations.

1. The Rev. 0 narrative will detail the **Contractor's** management of the site (lay down, parking, etc.). Further, the Rev. 0 narrative will identify shifts, weekend Work, Activity calendars, Delays since award and all pending and anticipated "or equal" and substitution proposals.

E. Once endorsed by the **Owner** and returned as "Resubmittal Not Required," the Rev. 0 Progress Schedule (or Rev. 0A, etc.) will be the As-Planned Schedule and the basis for Update Submittals until the Rev. 1 Official Schedule is established. Once the As-Planned Schedule is established, the **Owner** will select Milestones and note Milestone Early and Late Dates. As the Official Schedule evolves, Milestone Dates will be revised accordingly.

F. If the **Owner** refuses to endorse the Rev. 0 Submittal (or Rev. 0A, for a resubmission) as "Resubmittal Not Required," the As-Planned Schedule will not be established. In that event, the **Contractor** will continue to submit Update and Revision Submittals reflecting progress and the **Contractor's** approach to remaining Work. The **Owner** will rely on the available Update

(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 and Revision Submittals, subject to whatever adjustments it determines appropriate.

3.03 UPDATE SUBMITTALS

A. Update Submittals with progress up to the closing date and updated Early and Late Dates for progress and remaining Activities will be due with each Request for Payment. As-built data will consist of actual start dates, percent complete, actual finish dates, changes, Delays, and other significant events occurring before the closing date.

3.04 REVISION SUBMITTALS

A. Progress Schedule Revisions will be submitted with the third Request for Payment and every two (2) months after that, or more often, if necessary due to schedule recovery or other Progress Schedule revisions. Revisions will revise the Update Submittal attached to the prior Request for Payment.

B. Progress Schedule revisions will detail all impacts on pre-existing Activity scope, logic ties and restraint dates and reflect the Contractor's current approach to Work remaining. Revisions may be required because of changes in the Work, substitutions, schedule recovery and Delays.

C. Once endorsed by the **Owner** and returned as "Resubmittal Not Required," a Revision Submittal becomes the Rev. 1, Rev. 2, etc. Official Schedule and the basis for subsequent Update Submittals until a more current Official Schedule is established. If the **Owner** refuses to endorse a Revision Submittal as "Resubmittal Not Required," the **Contractor** will continue to submit Update and Revision Submittals when and as required in this Section.

3.05 RETROSPECTIVE DELAY ANALYSIS

A. If the **Owner** refuses to endorse any Revision Submittal as "Resubmittal Not Required," the **Contractor** and **Owner** will use the latest Official Schedule when evaluating the effect of Delays on Contract Time and/or Contract Price. The procedure will consist of progressively revising the latest Official Schedule at key Revision Submittal closing dates. For each Progress Schedule iteration, slippage between actual Milestone Dates and Rev. 0 Milestone Dates will be correlated to Delays occurring

solely in that iteration. Revisions affecting Work after any iteration will be included only to the extent consented by the **Owner** at that time and/or if actually confirmed by as-built progress.

END OF SECTION 01310

This 01310 Specification uses the FORMSPEC™ Section 01310 Model Progress Schedule Specification (CPM Short Form). Title to and use of this Specification is strictly restricted. Except as may be appropriate for use in the bidding and execution of the Work, reproduction, translation or substantial use or quotation of any part of this Specification beyond that permitted by the 1976 United States Copyright Act without prior written permission of PMA Consultants LLC is unlawful.

APPENDIX I

SPECIAL WORKING CONDITIONS

DTMB State Facilities Administration Security Clearance Request

Contractor Instructions

The purpose of this document is to establish security and supervision requirements for contract personnel requiring access to Department of Technology, Management and Budget (DTMB) facilities.

A *DTMB Security Clearance form* must be completed before an individual is granted access to a facility. Access approval will be in effect for one year from date of DTMB Facility Services approval or until estimated project completion date (whichever occurs first).

Contract personnel agree to adhere to all DTMB rules and regulations which in DTMB facilities. Access will only be granted for normal business hours. (Monday-Friday, 8:00 a.m.-5:00 p.m. except State holidays). DTMB State Facilities Administration, Facility Services section must clear any exception in advance.

Contract personnel will be required to submit the following to DTMB Facility Services Manager or Regional Manager before entering a DTMB facility:

Procedure for submitting form electronically (preferred and recommended)

1. Complete a *DTMB Security Clearance form* (using Microsoft Excel) and include the following:
 - Company name
 - Company Contact name and phone number
 - Complete name (**last name first**) and date of birth for all employees requiring access.
2. Email completed form to DTMB Facility Manager for an individual building or DTMB Regional Facility Manager for multiple building requests.

Procedure for submitted in person or mail delivery

1. Complete a *DTMB Security Clearance form* (using Microsoft Excel) and include the following:
 - Company name
 - Company Contact name and phone number
 - Complete name (**last name first**) and date of birth for all employees requiring access.
2. Return completed form to DTMB Facility Manager for an individual building or DTMB Regional Facility Manager for multiple building requests.

Note: This request must be received a minimum of 48 hours before entering a DTMB Facility.

DTMB Facility Access Criteria:

1. Present pictured ID.
2. Name must appear on the clearance list.
3. Sign-in and wear a dated visitor's pass (*must be visibly displayed at all times*).
4. Return visitor pass to security desk at days end.

Note: Individuals whose name does not appear on the clearance list are required to be signed in by a member of the DTMB Facility Services staff.

Failure to comply with the above procedure will result in the individual(s) being delayed and may be cause for denying access to DTMB facilities.

APPENDIX II
SPECIAL PROJECT PROCEDURES

SOIL EROSION AND SEDIMENTATION CONTROL PROJECT PROCEDURES FOR CONTRACTORS ON DTMB OWNED AND MANAGED PROPERTIES – **NOT USED ON THIS PROJECT**

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:
PROJECT LOCATION:
PROJECT FILE NUMBER:
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 SESC's.
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 SESC's. 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 possibility of containing Hazardous Waste materials to be legally removed from the Project job site in order to complete the Work as described in the Proposal And Contract. If removal of friable asbestos material is required, the Contractor must contact the Air Quality Division, Department of Environment, Great Lakes, and Energy, at **(517) 284-6773**, for a permit and furnish all training, labor, materials, services, insurance, and equipment necessary to carry out the removal operations of all Hazardous Materials from the Project job site, as identified by the Scope of Work, or encountered on the Project job site, in accordance with State and Federal Hazardous Waste Codes. A Contract Change Order will be written to modify the existing Contract to pay for the additional cost.
3. Environmental Hazards (air, water, land and liquid industrial) are handled by the Waste and Hazardous Materials Division, Michigan Department of Environment, Great Lakes, and Energy (EGLE) in carrying out the requirements of the Federal Environmental Protection Agency (EPA). For general information and/or a copy of the latest regulations and publications call (517) 335-2690.
4. The Michigan Occupational Safety and Health Administration (MIOSHA) provides protection and regulations for the safety and health of workers. The Department of Licensing and Regulatory Affairs provides for the safety of workers. The Department of Health & Human Services provides for the health of workers (517/373-3740) (TDD 517/373-3573).
 - 4.1 Contractor must post any applicable State and/or Federal government regulations at the job site in a prominent location.
 - 4.2 Contractor must be responsible for training their workers in safe work practices and in proper removal methods when coming in contact with hazardous chemicals.
5. Applicable Regulations:
 - 5.1 Natural Resources and Environmental Protection Act – PA 451 of 1994, as amended, including Part 111 – Hazardous Waste Management, Part 121 – Liquid Industrial Waste and Part 147 – PCB compounds.
 - 5.2 RCRA, 1976 - Resource Conservation and Recovery Act: This federal statute regulates generation, transportation, treatment, storage, or disposal of hazardous wastes nationally.
 - 5.3 TSCA, 1979 – Toxic Substances Control Act: This statute regulates the generation, transportation, storage, and disposal of industrial chemicals such as PCBs.
6. Definitions: Hazardous substances are ignitable, corrosive, reactive, and/or toxic, based on their chemical characteristics.
 - 6.1 Under Federal and Michigan Law, a Small Quantity Generator of hazardous waste provides from 220 to less than 2,000 lbs./month or never accumulates 2,200 lbs. or more.
 - 6.2 A Generator size provider of hazardous waste provides 2,200 lbs. or more/month or accumulates above 2,200 lbs.
7. Disposals: To use an off-site hazardous waste disposal facility, the Contractor must use the Uniform Hazardous Waste Manifest (shipping paper). Small quantities of hazardous waste may not be disposed of in sanitary landfills used for solid waste.
8. Federal, state, and local Laws and regulations may apply to the storage, handling and disposal of Hazardous Materials and wastes at each State Agency. Contact the **Environmental Assistance Center** of the Michigan Department of Environment, Great Lakes, and Energy (EGLE) at **1-800-662-9278**, Fax to: 517-241-0673 or e-mail to: DEQ-EAD-env-assist@michigan.gov for general EGLE information including direct and referral assistance on air, water and wetlands permits; contaminated site clean-ups; underground storage tank removals and remediation; hazardous and solid waste disposal; pollution prevention and recycling; and compliance-related assistance. The Center provides businesses, municipalities, and the general public with a single point of access to EGLE's environmental programs.

ASBESTOS ABATEMENT PROJECT PROCEDURES

Should this Work require the renovation or demolition of a building or structure initially constructed on or prior to 1980, the Contractor will use the attached copy of a Comprehensive Asbestos Building Survey for those portions of the building or structure being impacted and must plan his or her work to minimize disturbance of any known or assumed asbestos containing materials (ACM). In addition, if this building or structure was constructed on or prior to 1980, the Contractor's On-Site Superintendent and all Subcontractor On-Site Superintendents for trades that could potentially disturb known or assumed ACM, must, as a minimum, have and provide documentation of current Asbestos Awareness Training.

If the Comprehensive Asbestos Building Survey identifies known or assumed ACM that will potentially be disturbed as a part of the Contractor's renovation or demolition activities, the Contractor must remove, transport, and dispose of these materials at no additional cost to the Owner and prior to any other work taking place within the immediate vicinity of said material. If required, the Contractor must provide the Owner a minimum of 10 working day notification prior to the start of any asbestos abatement activities with abatement in occupied buildings being completed even if they will be conducted during off hours (nights, weekends, and state holidays).

If the Contractor encounters a suspected ACM that was not previously identified within the Comprehensive Asbestos Building Survey, the Contractor must immediately stop all affected work, give written notice to the Owner of the conditions encountered, and take appropriate health and safety precautions. If, after providing Owner notification, the Contractor is directed to sample and/or remove the suspected ACM in question, a Contract Change Order will be written to modify the existing Contract to pay for the additional cost. Any abatement shall be completed in accordance with the requirements of this Section.

If removal of ACM is required, removal must be completed by a contractor currently licensed to remove asbestos by the State of Michigan, Department of Licensing and Regulatory Affairs (DLARA) Asbestos Program and abatement must be performed in accordance with all federal, state, and local Laws and Regulations. Prior to commencing any asbestos abatement activities, the licensed abatement contractor must submit, as required by Federal, State and Local Laws and Regulations, a "Notification of Intent to Renovate/Demolish" to both the State of Michigan, Department of Environment, Great Lakes, and Energy (EGLE), Air Quality Division and to the DLARA, Asbestos Program, to comply with National Emission Standards for Hazardous Air Pollutants (NESHAP), and the Clean Air Act (CAA). All regulated ACM must be disposed of at an approved Type II (general refuse) landfill and must be in leak-tight wrapping or containers. ACM that is non friable and is not in poor condition or will not become regulated ACM at any time can be disposed of in a Type III (construction debris) landfill.

At the completion of each abatement activity, the Contractor must perform clearance testing in accordance with National Institute for Occupational Safety and Health (NIOSH) 582 "Sampling and Evaluating Airborne Asbestos Dust". All air samples shall indicate concentrations of less than 0.01 fibers/cc for clearance to be met. Clearance testing shall be performed by a third-party Asbestos Consultant. The Asbestos Consultant selected by the Contractor shall be experienced and knowledgeable about the methods for asbestos air sampling and be able to select representative numbers and locations of samples. It is mandatory that the Asbestos Consultant's on-site hygienist performing sampling and analysis have certification that he/she has passed a NIOSH 582 or equivalent course.

The NESHAP asbestos regulations, notification form, guidelines and fact sheets are available on EGLE's web site www.michigan.gov/egle under heading Air; then click on Compliance; then click on Asbestos NESHAP Program. For guidelines on submitting notifications pursuant to the Asbestos Contractors Licensing Act, contact the DLARA, Occupational Health Division, Asbestos Program at (517) 322-1320 or visit DLARA's web site www.michigan.gov/asbestos.

LEAD ABATEMENT PROJECT PROCEDURES

Should this Work require the renovation or demolition of a building or structure, the workers are assumed to be exposed to lead or materials containing lead above acceptable levels until proven otherwise through personal air sampling and analysis. The Contractor shall take all steps necessary to assure that his/her employees, are not exposed to lead at concentrations greater than the Permissible Exposure Limit as per the State of Michigan Department of Licensing and Regulatory Affairs Occupational Health Standards Part 603 "Lead Exposure in Construction". In addition, the Contractor shall convey this same requirement to all subcontractors that may be under his/her control.

The employer shall comply with the Michigan Lead Abatement Act, as amended, and the Lead Hazard Control rules and must communicate information concerning lead hazards according to the requirements of Michigan Occupational Safety and Health Administration (MIOSHA) Part 603 and the Occupational Safety and Health Administration's (OSHA's) Hazard Communication Standard for the construction industry, 29 CFR 1926.59, including but not limited to safety equipment (e.g. personal fit-tested and approved respirators and protective clothing), worker rotation (on a short-cycle and regular basis), working practices (e.g. sanding, cutting, grinding, abraded, burning and heat-gun stripping of lead based paint are not allowed), the requirements concerning warning signs and labels, material safety data sheets (MSDS), and employee information and training. Employers shall comply with the requirements of 29 CFR 1926.62(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

STATE OF MICHIGAN PREVAILING WAGE SCHEDULES



STATE OF MICHIGAN
Informational Sheet: Prevailing Wages on State Projects

General Information Regarding Fringe Benefits

Certain fringe benefits **may** be credited toward the payment of the Prevailing Wage Rate:

- If a fringe benefit is paid directly to a construction mechanic
- If a fringe benefit contribution or payment is made on behalf of a construction mechanic
- If a fringe benefit, which may be provided to a construction mechanic, is pursuant to a written contract or policy
- If a fringe benefit is paid into a fund, for a construction mechanic

When a fringe benefit is not paid by an hourly rate, the hourly credit will be calculated based on the annual value of the fringe benefit divided by 2080 hours per year (52 weeks @ 40 hours per week).

The following is an example of the types of fringe benefits allowed and how an hourly credit is calculated:

Vacation	40 hours X \$14.00 per hour = \$560/2080 =	\$0.27
Dental insurance	\$31.07 monthly premium X 12 mos. = \$372.84 /2080 =	\$.18
Vision insurance	\$5.38 monthly premium X 12 mos. = \$64.56/2080 =	\$.03
Health insurance	\$230.00 monthly premium X 12 mos. = \$2,760.00/2080 =	\$1.33
Life insurance	\$27.04 monthly premium X 12 mos. = \$324.48/2080 =	\$.16
Tuition	\$500.00 annual cost/2080 =	\$.24
Bonus	4 quarterly bonus/year x \$250 = \$1000.00/2080 =	\$.48
401k Employer Contribution	\$2000.00 total annual contribution/2080 =	\$.96
Total Hourly Credit		\$3.65

Other examples of the types of fringe benefits allowed:

- Sick pay
- Holiday pay
- Accidental Death & Dismemberment insurance premiums

The following are examples of items that **will not** be credited toward the payment of the Prevailing Wage Rate

- Legally required payments, such as:
 - Unemployment Insurance payments
 - Workers' Compensation Insurance payments
 - FICA (Social Security contributions, Medicare contributions)
- Reimbursable expenses, such as:
 - Clothing allowance or reimbursement
 - Uniform allowance or reimbursement
 - Gas allowance or reimbursement
 - Travel time or payment
 - Meals or lodging allowance or reimbursement
 - Per diem allowance or payment
- Other payments to or on behalf of a construction mechanic that are not wages or fringe benefits, such as:
 - Industry advancement funds
 - Financial or material loans



STATE OF MICHIGAN
Informational Sheet: Prevailing Wages on State Projects

OVERTIME PROVISIONS for MICHIGAN PREVAILING WAGE RATE COMMERCIAL SCHEDULE

- Overtime is represented as a nine character code. Each character represents a certain period of time after the first 8 hours Monday thru Friday.

	Monday thru Friday	Saturday	Sunday & Holidays	Four 10s
First 8 Hours		4		
9th Hour	1	5	8	9
10th Hour	2	6		
Over 10 hours	3	7		

Overtime for Monday thru Friday after 8 hours:

the 1st character is for time worked in the 9th hour (8.1 - 9 hours)
the 2nd character is for time worked in the 10th hour (9.1 - 10 hours)
the 3rd character is for time worked beyond the 10th hour (10.1 and beyond)

Overtime on Saturday:

the 4th character is for time worked in the first 8 hours on Saturday (0 - 8 hours)
the 5th character is for time worked in the 9th hour on Saturday (8.1 - 9 hours)
the 6th character is for time worked in the 10th hour (9.1 - 10 hours)
the 7th character is for time worked beyond the 10th hour (10.01 and beyond)

Overtime on Sundays & Holidays

The 8th character is for time worked on Sunday or on a holiday

Four Ten Hour Days

The 9th character indicates if an optional 4-day 10-hour per day workweek can be worked **between Monday and Friday without paying overtime after 8 hours worked, unless otherwise noted in the rate schedule. To utilize a 4 ten workweek, notice is required from the employer to employee prior to the start of work on the project.**

- Overtime Indicators Used in the Overtime Provision:

H - means TIME AND ONE-HALF due
X - means TIME AND ONE-HALF due after 40 HOURS worked
D - means DOUBLE PAY due
Y - means YES an optional 4-day 10-hour per day workweek can be worked without paying overtime after 8 hours worked
N - means NO an optional 4-day 10-hour per day workweek *cannot* be worked without paying overtime after 8 hours worked

- EXAMPLES:

HHHHHHHDN - This example shows that the 1½ rate must be used for time worked after 8 hours Monday thru Friday (characters 1 - 3); for all hours worked on Saturday, 1½ rate is due (characters 4 - 7). Work done on Sundays or holidays must be paid double time (character 8). The N (character 9) indicates that 4 ten-hour days is not an acceptable workweek at regular pay.

XXXHHHDY - This example shows that the 1½ rate must be used for time worked after 40 hours are worked Monday thru Friday (characters 1-3); for hours worked on Saturday, 1½ rate is due (characters 4 – 7). Work done on Sundays or holidays must be paid double time (character 8). The Y (character 9) indicates that 4 ten-hour days is an acceptable alternative workweek.



STATE OF MICHIGAN
Informational Sheet: Prevailing Wages on State Projects

ENGINEERS - CLASSES OF EQUIPMENT LIST

UNDERGROUND ENGINEERS

CLASS I

Backfiller Tamper, Backhoe, Batch Plant Operator, Clam-Shell, Concrete Paver (2 drums or larger), Conveyor Loader (Euclid type), Crane (crawler, truck type or pile driving), Dozer, Dragline, Elevating Grader, End Loader, Gradall (and similar type machine), Grader, Power Shovel, Roller (asphalt), Scraper (self propelled or tractor drawn), Side Broom Tractor (type D-4 or larger), Slope Paver, Trencher (over 8' digging capacity), Well Drilling Rig, Mechanic, Slip Form Paver, Hydro Excavator.

CLASS II

Boom Truck (power swing type boom), Crusher, Hoist, Pump (1 or more 6" discharge or larger gas or diesel powered by generator of 300 amps 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' digging capacity and smaller), Vac Truck.

CLASS III

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, ½ yard or larger), Elevator (other than passenger), Maintenance Man, Mechanic Helper, Pump (2 or more 4" up to 6" discharge, gas or diesel powered, excluding submersible pump), Pumpcrete Machine (and similar equipment), Wagon Drill Machine, Welding Machine or Generator (2 or more 300 amp or larger, gas or diesel powered).

CLASS IV

Boiler, Concrete Saw (40HP or over), Curing Machine (self-propelled), Farm Tractor (w/attachment), Finishing Machine (concrete), Firemen, Hydraulic Pipe Pushing Machine, Mulching Equipment, Oiler (2 or more up to 4", exclude submersible), Pumps (2 or more up to 4" discharge if used 3 hrs or more a day-gas or diesel powered, excluding submersible pumps), Roller (other than asphalt), Stump Remover, Vibrating Compaction Equipment (6' wide or over), Trencher (service) Sweeper (Wayne type and similar equipment), Water Wagon, Extend-a-Boom Forklift.

HAZARDOUS WASTE ABATEMENT ENGINEERS

CLASS I

Backhoe, Batch Plant Operator, Clamshell, Concrete Breaker when attached to hoe, Concrete Cleaning Decontamination Machine Operator, Concrete Pump, Concrete Paver, Crusher, Dozer, Elevating Grader, Endloader, Farm Tractor (90 h.p. and higher), Gradall, Grader, Heavy Equipment Robotics Operator, Hydro Excavator, Loader, Pug Mill, Pumpcrete Machines, Pump Trucks, Roller, Scraper (self-propelled or tractor drawn), Side Boom Tractor, Slip Form Paver, Slope Paver, Trencher, Ultra High Pressure Waterjet Cutting Tool System Operator, Vactors, Vacuum Blasting Machine Operator, Vertical Lifting Hoist, Vibrating Compaction Equipment (self-propelled), and Well Drilling Rig.

CLASS II

Air Compressor, Concrete Breaker when not attached to hoe, Elevator, End Dumps, Equipment Decontamination Operator, Farm Tractor (less than 90 h.p.), Forklift, Generator, Heater, Mulcher, Pigs (Portable Reagent Storage Tanks), Power Screens, Pumps (water), Stationary Compressed Air Plant, Sweeper, Water Wagon and Welding Machine.



STATE OF MICHIGAN
Informational Sheet: Prevailing Wages on State Projects

CARPENTER CRAFT JURISDICTION

Michigan recognizes the Carpenters for any and all work related to weatherization that has historically been the work of the Carpenter. This work shall include, but not be limited to: all work defined under the Federal Weatherization Assistance Program.

The jurisdiction of Carpenters, as to all work that has historically and traditionally been performed consisting of the milling, fashioning, joining, assembling, erecting, fastening or dismantling of all materials of wood, plastic, metal, fiber, cork, or composition and all other substitute materials, as well as the handling, cleaning, erecting, installing and dismantling of all machinery, equipment and all materials used by Carpenters.

The jurisdiction, therefore, extends over the following divisions and subdivisions of the trade: Carpenters and Joiners, Millwrights, Pile Drivers, Bridge, Dock and Wharf Carpenters, Underpinners, Timbermen, and Core-drillers, Shipwrights, Boat Builders, Ship-hand, Stair-Builders, Millmen, Wood and Resilient Floor Decorators, Floor Finishers, Carpet-layers, Shinglers, Siders, Insulators, Acoustic and Drywall Applicators, Sharers and House Movers, Loggers, Lumber and Sawmill Workers, Reed and Rattan Workers, Shingle Weavers, Casket and Coffin Makers, Railroad Carpenters and Car Builders, regardless of material used and all those engaged in the operation of woodworking or other machinery required in fashioning, milling or manufacturing of products used in the trade, and the handling, erecting and installing materials on any of the above divisions or sub-divisions, burning, welding and rigging incidental to the trade. When the term "Carpenter and Joiner" is used, it shall mean all the subdivisions of the trade. The trade autonomy of Carpenters therefore extends over the divisions and subdivisions of the trade, which are set forth as follows:

- (a) The framing, erecting and prefabrication of roofs, partitions, floors and other parts of buildings of wood, metal, plastic or other substitutes; application of all metal flashing used for hips, valleys and chimneys; the erection of Stran Steel section or its equal. The building and setting of all forms and centers for brick and masonry. The fabrication and erection of all forms for concrete and decking, the dismantling of same (as per International Agreement) when they are to be re-used on the job or stored for re-use. The cutting and handling of all falsework for fireproofing and slabs. Where power is used in the setting or dismantling of forms, all signaling and handling shall be done by carpenters. The setting of templates for anchor bolts for structural members and for machinery, and the placing, leveling and bracing of these bolts. All framing in connection with the setting or metal columns. The setting of all bulkheads, footing forms and the setting of and fabrication of, screeds and stakes for concrete and mastic floors where the screed is notched or fitted, or made up of more than one member. The making of forms for concrete block, bulkheads, figures, posts, rails, balusters and ornaments, etc.
- (b) The handling and erecting of rough material and drywall, the handling, assembly, setting and leveling of all fixtures, display cases, all furniture such as tables, chairs, desks, coat racks, etc., all de-mountable or moveable partitions such as Von wall, E Wall, Steel Case, Herman Miller, Haworth, American Seating, Westinghouse, Lazy Boy, rosewood, etc. All rebuilding, remodeling and setting up of all kinds of partitions, finished lumber, metal and plastic trim to be erected by Carpenters shall be handled from the truck or vehicle delivering same to the job by Carpenters.



STATE OF MICHIGAN
Informational Sheet: Prevailing Wages on State Projects

CARPENTER CRAFT JURISDICTION

- (c) The building and moving of all scaffolding runways and staging where carpenters' tools are used, the building from the ground up of all scaffolds over fourteen (14) feet in height including metal and specially designed scaffolding. The building and construction of all hoists and derricks made of wood; the making of mortar boards, boxes, trestles, all shoring, razing and moving of buildings. Lift type trucks are to be considered a tool of the trade. Metal siding and metal roofing fall within the scope of jurisdiction for the carpenters.
- (d) The cutting or framing and fireproofing of the openings for pipes, conduits, ducts, etc., where they pass through floors, partitions, walls, roofs or fixtures composed in whole or in part of wood. The laying out of making and installation of all inserts and sleeves for pipes, ducts, etc., where carpenters' tools and knowledge are required. The making and installing of all wooden meter boards, crippling and backing for fixtures. The welding of studs and other fastenings to receive material being applied by carpenters.
- (e) The installation of all grounds, furring or stripping, ceilings and sidewalks, application of all types of shingling and siding, etc.
- (f) The installation of all interior and exterior trim or finish of wood, aluminum, kalamein, hollow or extruded metal, plastic, doors, transoms, thresholds, mullions and windows. The setting of jambs, bucks, window frames of wood or metal where braces or wedges are used. The installation of all wood, metal or other substitutes of casing, molding, chair rail, wainscoting, china closets, base of mop boards, wardrobes, metal partitions as per National Decisions or specific agreements, etc. The complete laying out, fabrication and erection of stairs. The making and erecting of all fixtures, cabinets, shelving, racks, louvers, etc. The mortising and application of all hardware in connection with our work. The sanding and refinishing of all wood, cork or composition floors to be sanded or scraped, filled, sized and buffed, either by hand or power machines. The assembling and setting of all seats in theaters, halls, churches, schools, auditorium, grandstands and other buildings. All bowling alley work.
- (g) The manufacture, fabrication and installation of all screens, storm sash, storm doors and garage doors; the installation of wood, canvas, plastic or metal awnings or eye shades, door shelters, jalousies, etc. The laying of wood, wood block and wood composition in floors.
- (h) The installation of all materials used in drywall construction, such as plasterboard, all types of asbestos boards, transite and other composition board. The application of all material which serves as base for acoustic tile, except plaster. All acoustical applications as per National Agreement or specific agreement.
- (i) The building and dismantling of all barricades, hand rails, guard rails, partitions and temporary partitions. The erection and dismantling of all temporary housing on construction projects.
- (j) The installation of rock wool, cork and other insulation material used for sound or weatherproofing. The removal of caulking and placing of staff bead and brick mold and all Oakum caulking, substitutes, etc., and all caulking in connection with carpentry work.
- (k) The installation of all chalk boards/marker boards.



STATE OF MICHIGAN
Informational Sheet: Prevailing Wages on State Projects

CARPENTER CRAFT JURISDICTION

- (l) The operation of all hand operated winches used to raise wooden structures.
- (m) The erection of porcelain enameled panels and siding.
- (n) The unloading and distribution of all furnished, prefabricated and built-up sections such as door bucks, window frames, cupboards, cabinets, store fixtures, counters and show cases or comparably finished or prefabricated materials, to the job sites or points of installation as used in the construction, alteration and remodeling industry.
- (o) The handling of doors, metal, wood or composite, partitions and other finished bulk materials used for trim from the point of delivery.
- (p) All processing of these materials and handling after processing.
- (q) The making up of panels and fitting them into walls, all bracing and securing, all removal of panels from the casting including all braces, walers, hairpins, etc.
- (r) The handling and setting of all metal pans and sections from the stock piles of reasonable distance as required by job needs shall be performed by carpenters. The stripping of such metal pans, panels or sections is to be performed by carpenters.
- (s) The sharpening of all carpenter hand or power tools, or those used by carpenters.
- (t) The layout, fabrication, assembling of and erection and dismantling of all displays made of wood, metal, plastic, composition board or any substitute material; the covering of same with any type of material, the crating and un-crating, the handling from the point of unloading and back to the point of loading of all displays and other materials or components.
- (u) The same shall apply to all other necessary component parts used for display purposes such as turntables, platforms, identification towers and fixtures, regardless of how constructed, assembled or erected or dismantled.
- (v) The make-up, handling, cutting and sewing of all materials used in buntings, flags, banners, decorative paper, fabrics and similar materials used in the display decorative industry for draperies and back drops. The decorative framing of trucks, trailers and autos used as floats or moving displays. The slatting of walls to hand fabrics and other decorative materials, drilling of all holes to accommodate such installations. Setting up and removal of booths constructed of steel or aluminum tubing as stanchions, railings, etc., handling and placing of furniture, appliances, etc., which are being used to complete the booth at the request of the exhibitor. Fabricating and application of leather, plastic and other like materials used for covering of booths. The handling of all materials, fabricating of same. The loading and unloading, erecting and assembling at the exhibit of show area, also in or out of storage when used in booth decorations.



STATE OF MICHIGAN
Informational Sheet: Prevailing Wages on State Projects

CARPENTER CRAFT JURISDICTION

- (w) A display shall be construed as any exhibit or medium of advertising, open to private or public showing, which is constructed of wood, metal, plastic or any other substitute to accomplish the objectives of advertising or displaying.
- (x) Handling, fitting, draping, measuring and installation of fixtures and other hardwares for draperies, all manner of making, measuring, repairing, sizing, hanging and installation of necessary fixtures and hardware for shades and Venetian blinds.
- (y) Work consisting of cutting and/or forming of all materials in preparation for installing of floors, walls and ceilings; the installation of all resilient floor and base; wall and ceiling materials to include cork, linoleum, prefabricated, laminated, rubber, asphalt, vinyl, metal, plastic, seamless floors and all other similar materials in sheet, interlocking liquid or tile form; the installation of all artificial turf, the installation, cutting and/or fitting of carpets; installation of padding, matting, linen crash and all preformed resilient floor coverings; the fitting of all devices for the attachment of carpet and other floor, wall and ceiling coverings; track sewing of carpets, drilling of holes for sockets and pins, putting in dowels and slats; and all metal trimmings used; the installation of all underlayments, sealants in preparation of floors, walls and ceilings, the unloading and handling of all materials to be installed and the removal of all materials in preparing floors when contracted for by the employer, shall be done only by employees covered under this Agreement.
- (z) The installation of all sink-tops and cabinets, to include all metal trim and covering for same. All cork, linoleum, congo-wall, linewall, veos tile, plexiglass, vinawall tile, composition tile, plastic tile, aluminum tile and rubber in sheets or tile form and the application thereof. All bolta-wall and bolta-wall tile and similar products.
- (aa) The handling and placing of all pictures and frames and the assembly of bed frames and accessories. The hanging and placing of all signage.
- (bb) The installation of all framework partitions and trim materials for toilets and bathrooms made of wood, metal, plastics or composition materials; fastening of all wooden, plastic or composition cleats to iron or any other material for accessories.
- (cc) The erection of cooling towers and tanks.
- (dd) The setting, lining, leveling and bracing of all embedded plates, rails and angles. The setting of all stay in place forms.
- (ee) Environmental: Clean room, any type of environmental chamber, walk in refrigerated coolers and all refrigerated rooms or buildings.



STATE OF MICHIGAN
Informational Sheet: Prevailing Wages on State Projects

CARPENTER CRAFT JURISDICTION

PILE DRIVING AND CAISSON DRILLING

(ff) All unloading, handling, signaling and driving of piles, whether wood, steel, pipe, beam pile, composite, concrete or molded in place, wood and steel sheeting, cofferdam work, trestle work, dock work, floating derricks, caisson work, foundation work, bridge work, whether old or new, crib work, pipe line work and submarine work. Cutting of all wood, steel or concrete pile, whether by machine or hand; welding and cutting, peeling, and heading of all wood pile, steel sheeting and wood sheeting. The erecting and dismantling of all pile driving rigs, also derricks whether on land or water; also the moving, shoring and underpinning of all buildings. The loading and unloading of all derricks, cranes and pile driving materials. The tending, maintenance and operation of all valves pertaining to the operation of driving of pile. All diving and tending essential to the completion of jurisdictional claims.

All work done in the established yards of the Company and all work not enumerated above, shall be handled and manned as the Employer decides.

The pile driver will unload all material shipped in by rail from the point that the rail car is spotted.

All cleaning and preparation of all piling prior to driving.

The welding and attachment of all boot plates, pile points, splice plates, connectors, rock crosses, driving crosses, driving rigs, point reinforcements and overboots.

The construction, reconstruction, repair, alteration, demolition and partial or complete removal of all marine work including, but not limited to, docks, piers, wharves, quays, jetties, cribs, causeways, breakwaters, lighthouses and permanent buoys, etc. (mixing and placing of concrete excepted).

The driving and pulling of all wood, steel and concrete foundation piles and sheet piling.

The heading, pointing, splicing, cutting and welding of all piles.

The placing of all wales, bolts, studs, lagging, rods and washers including the cutting, drilling, boring or breaking of all holes or openings thereof.

The removal of all materials and/or obstructions of any nature (rip-rap included) that retard or interfere with the driving of piles or with the placing of wales, bolts and rods.



STATE OF MICHIGAN
Informational Sheet: Prevailing Wages on State Projects

CARPENTER CRAFT JURISDICTION

This is to be subject to the discretion of the contractor who may choose to use blasting specialists or other demolition specialists.

The handling on the job of all materials used in the work.

The manning of all floating equipment (towing equipment excepted) engaged in the work enumerated, including deck engines, except machinery manned by Operating Engineers.

The placing of all rip-rap, fill stone, bedding stone, cover stone and concrete blocks in connection with marine construction. Work normally performed by Employers, such as soil tests, shoring, underpinning of buildings, cribbing, driving of sheet piling, marine divers, tenders, underwater construction workers and similar operations shall continue to be included in the jurisdiction of this Agreement.

All burning, cutting, welding and fabrication of pipe, H-beams, sheet pile (metal or wood), done on the job site or in the yard of the Employer shall be done by pile drivers. The driving of bearing piles, sheet piling with heavy equipment, caissons, pile caps, auger drilling and boring, the setting up for load testing for any type of piling, all layout and spotting for piling, caisson and boring work, all earth retention, ditch boarding, installing tiebacks.

ASBESTOS ABATEMENT CARPENTERS

(gg) All erection and maintenance of barriers and partitions used in the removing of asbestos or any abatement work. The abatement of any materials previously installed by the carpenter such as transite, ceiling and floor tiles. All operating and maintaining of current equipment used in any abatement work.



STATE OF MICHIGAN
Informational Sheet: Prevailing Wages on State Projects

ELECTRICIAN – SOUND AND COMMUNICATION / DATA/ VOICE JURISDICTION

The installation, testing, service and maintenance, of systems which utilize the transmission and/or transference of voice, sound, vision or digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, CATV and CCTV, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, radio page, school intercom and sound, burglar alarms, low voltage fire alarm systems, low voltage master clock systems, distributed antenna systems (DAS), IP data networks, and all surface-mounted (non-power) telecommunications wiremold. Shall additionally include the installation of all raceway systems of unlimited length in telecommunications rooms, entrance facilities, equipment rooms, and similar areas. Energy management systems. Security systems; perimeter, vibration, card access, access control and sonar/infrared monitoring equipment. Communications systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems; SCADA (Supervisory Control and Data Acquisition), PCM (Pulse Code Modulation), Digital Data Systems, Broadband and Baseband and Carriers, POS (Point of Sale systems), VSAT Data Systems, RF and Remote Control Systems, Fiber Optic Data Systems and Voice and Data Infrastructure and Backbone.



STATE OF MICHIGAN

Wage and Hour Division

PO Box 30476

Lansing, MI 48909

517-284-7800

Informational Sheet: Prevailing Wages on State Funded Projects

REQUIREMENTS

Effective February 13, 2024

The purpose of establishing prevailing rates is to provide minimum rates of pay that must be paid to workers on construction projects that are financed or financially supported by the state. Prevailing rates compiled from the rates contained in collectively bargained agreements which cover the locations of the state projects. While the prevailing wage rates are compiled through surveys of collectively bargained agreements, a collective bargaining agreement is not required for contractors to be on or be awarded state projects. The prevailing rate schedule provides an hourly rate which includes wage and fringe benefit totals for designated construction mechanic classifications. The overtime rates also include wage and fringe benefit totals. Please pay special attention to the overtime and premium pay requirements. The prevailing wage is satisfied when wages plus fringe benefits are equal to or greater than the required rate.

State of Michigan responsibilities:

- The department establishes the prevailing rate for each classification of construction mechanic requested by the contracting agents prior to contracts being let out for bid on a state project.

DTMB responsibilities

- If a contract is not awarded or construction does not start within 90 days of the date of the issuance of rates, a re-determination of rates must be requested by the contracting agents.
- Rates for classifications needed but not provided on the Prevailing Rate Schedule, ***must*** be obtained ***prior*** to contracts being let out for bid on a state project.

Contractor responsibilities:

- Every contractor and subcontractor shall keep posted on the construction site, in a conspicuous place, a copy of all prevailing rates prescribed in a contract.
- Every contractor and subcontractor shall keep an accurate record showing the name and occupation of and the actual wages and benefits paid to each construction mechanic. This record shall be available for reasonable inspection by DTMB or the department.
- Each contractor or subcontractor is liable for the payment of the prevailing rate to its employees.
- The prime contractor is responsible for advising all subcontractors of the requirement to pay the prevailing rate prior to commencement of work.
- A construction mechanic *shall only* be paid the apprentice rate if registered with the United States Department of Labor, Bureau of Apprenticeship and Training and the rate is included in the contract.

Enforcement:

A person who has information of an alleged prevailing wage violation on a prevailing wage project may file a complaint with the State of Michigan. The department will investigate and attempt to resolve the complaint informally. During the course of an investigation, if the requested records and posting certification are not made available in compliance with contractual requirements, the Contracting Agent may consider the Contractor to be in material breach of the contract and may terminate the contract for cause at the sole discretion. There are also civil penalties for failure to be in compliance with Act 10. View the entire text of Act 10 of 2023 at michigan.gov/wagehour.



STATE OF MICHIGAN
DEPARTMENT OF LABOR AND ECONOMIC OPPORTUNITY
WAGE AND HOUR DIVISION

GRETCHEN WHITMER
GOVERNOR

SUSAN CORBIN
DIRECTOR

Prevailing Wage Rates for State Funded Projects Official Rate Schedule

ORS#:	ORS-001437
Date Issued:	12/05/2024
Contract Award By Date:	03/05/2025
Contracting Agency:	DTMB Design & Construction Division (CA-0007)
Contracting Agency Representative:	Don Klein (KleinD4@michigan.gov)
Project Number:	171/24097.SDW
Project Name:	Elliott-Larsen Building
Project Description:	Replace Roof

FOR ALL AWARDED CONTRACTS ONLY

- Every Contractor and Subcontractors shall keep Posted on the Construction Site, in a conspicuous place, a copy of all applicable prevailing wage rate schedules contained in a contract.
- The Prevailing rate schedule provides an hourly rate which includes wage and fringe benefit totals for designated classifications.
- Please refer to WHD-9917 & WHD 9918 for any additional information.

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Boilermaker	Boilermaker	05/10/2024

Classification Description: Boilermaker

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$72.47	\$107.55	\$142.63
Apprentice: 1st Period	\$53.53	\$79.15	\$104.75
Apprentice: 2nd Period	\$55.14	\$81.56	\$107.97
Apprentice: 3rd Period	\$56.73	\$83.94	\$111.15
Apprentice: 4th Period	\$58.31	\$86.31	\$114.31
Apprentice: 5th Period	\$59.85	\$88.62	\$117.39
Apprentice: 6th Period	\$63.03	\$93.39	\$123.75
Apprentice: 7th Period	\$66.17	\$98.10	\$130.03
Apprentice: 8th Period	\$69.32	\$102.83	\$136.33

Overtime Provisions

Over 8-hour day/40-hour week	
9th hour	\$90.82
10th hour	\$90.82
Beyond 10 hours	\$90.82
Saturday	
First 8 hours	\$90.82
9th hour	\$90.82
10th hour	\$90.82
Beyond 10 hours	\$90.82
Sunday/Holiday	
	\$109.17

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - No

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Bricklayers, Stone Mason, Pointer, Cleaner & Caulker - BAC 2 - Lansing	Bricklayer	09/24/2024

Classification Description: Bricklayers, Stone Mason, Pointer, Cleaner & Caulker

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$59.46	\$75.04	\$90.62
Apprentice: Bricklayer Apprentice 5th Level	\$52.80	\$66.05	\$79.30
Apprentice: Bricklayer Apprentice Level 6	\$54.61	\$68.77	\$82.92
Apprentice: Bricklayers Apprentice 1st Level	\$45.58	\$55.22	\$64.86
Apprentice: Bricklayers Apprentice 2nd Level	\$47.39	\$57.94	\$68.48
Apprentice: Bricklayers Apprentice 3rd level	\$49.19	\$60.64	\$72.08
Apprentice: Bricklayers Apprentice 4th level	\$51.00	\$63.35	\$75.70
Apprentice: Bricklayers Apprentice 7th & 8th Levels	\$56.41	\$71.47	\$86.52

Overtime Provisions

Over 8-hour day/40-hour week	
9th hour	\$59.46
10th hour	\$59.46
Beyond 10 hours	\$59.46
Saturday	
First 8 hours	\$59.46
9th hour	\$59.46
10th hour	\$59.46
Beyond 10 hours	\$59.46
Sunday/Holiday	
	\$90.62

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - Yes

Between Nov. 1 and Apr 30, if inclement weather, or other conditions beyond the Employer's control, Saturdays may be worked as make-up days. Make-up time shall be paid at the straight time rate until forty hrs are worked unless the standard workweek included a holiday, then 32 hrs straight time

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Carpenter - J	Carpenter	05/10/2024

Classification Description: Carpenter 4- 10s allowed Monday-Thursday. Friday make up day for inclement weather. Hours worked on Friday except for inclement weather make up shall be paid at time and one half.

Wage Rates	Straight Time	Time and a Half	Double Time	Overtime Provisions
Total Hourly Wage	\$50.02	\$64.59	\$79.15	Over 8-hour day/40-hour week
Apprentice: 1st Year	\$41.28	\$51.48	\$61.67	9th hour \$64.59
Apprentice: 2nd Year	\$42.74	\$53.67	\$64.59	10th hour \$64.59
Apprentice: 3rd Year	\$45.65	\$58.03	\$70.41	Beyond 10 hours \$64.59
Apprentice: 4th Year	\$48.56	\$62.40	\$76.23	Saturday
				First 8 hours \$64.59
				9th hour \$64.59
				10th hour \$64.59
				Beyond 10 hours \$64.59
				Sunday/Holiday \$79.15

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - Yes

Saturday

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Carpenter/Piledriver-1004-Lansing Area	Carpenter	09/17/2024

Classification Description: Carpenter/Piledriver

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$54.10	\$71.11	\$88.11
Apprentice: Apprentice 1st Year	\$43.90	\$55.81	\$67.71
Apprentice: Apprentice 2nd Year	\$45.60	\$58.36	\$71.11
Apprentice: apprentice 3rd Year	\$49.00	\$63.46	\$77.91
Apprentice: Apprentice 4th Year	\$52.40	\$68.56	\$84.71

Overtime Provisions

Over 8-hour day/40-hour week

9th hour	\$71.11
10th hour	\$71.11
Beyond 10 hours	\$71.11

Saturday

First 8 hours	\$71.11
9th hour	\$71.11
10th hour	\$71.11
Beyond 10 hours	\$71.11

Sunday/Holiday	\$88.11
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Four 10-hour days allowed? - Yes

Make Up Day Allowed? - Yes

If the job is delayed due to inclement weather, a make-up day on Friday may be scheduled by the Employer for completion of the forty (40) hour week. Make-up work scheduled for Friday shall not be less than eight (8) hours.

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Resilient floorlayer-1004-Lansing Area	Carpenter	09/17/2024

Classification Description: Resilient floorlayer

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$54.55	\$71.85	\$89.14
Apprentice: Apprentice 1st Year	\$44.32	\$56.50	\$68.68
Apprentice: Apprentice 2nd Year	\$46.03	\$59.07	\$72.10
Apprentice: Apprentice 3rd Year	\$49.44	\$64.18	\$78.92
Apprentice: Apprentice 4th Year	\$52.85	\$69.30	\$85.74

Overtime Provisions

Over 8-hour day/40-hour week

9th hour	\$71.84
10th hour	\$71.84
Beyond 10 hours	\$71.84

Saturday

First 8 hours	\$71.84
9th hour	\$71.84
10th hour	\$71.84
Beyond 10 hours	\$71.84

Sunday/Holiday	\$89.14
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Four 10-hour days allowed? - Yes

Make Up Day Allowed? - Yes

If the job is delayed due to inclement weather, a make-up day on Friday may be scheduled by the Employer for completion of the forty (40) hour week. Make-up work scheduled for Friday shall not be less than eight (8) hours.

Overtime Rate Comment: Time and one-half (1 1/2) shall be paid for all hours worked over ten (10) hours per day or over forty (40) hours per week in a five (5) day, eight (8) hours work week.

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Communication Technician	Communication Technician	05/13/2024

Classification Description:

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$67.89	\$98.24	\$128.58

Overtime Provisions

Over 8-hour day/40-hour week	
9th hour	\$98.24
10th hour	\$98.24
Beyond 10 hours	\$98.24
Saturday	
First 8 hours	\$98.24
9th hour	\$98.24
10th hour	\$98.24
Beyond 10 hours	\$98.24
Sunday/Holiday	
	\$128.58

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - Yes

ONLY due to inclement weather or customer requirements may Friday be used as a make up day if the normal scheduled work week was interrupted and time lost of five (5) hours or more was incurred by workmen covered under the terms of the 6-17-C/6-876-T agreement.

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Drywall Taper & Finisher	Drywall	05/10/2024

Classification Description: Drywall Taper and Finisher

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$44.64	\$58.17	\$71.75
Apprentice: 1st level	\$31.06	\$37.80	\$44.59
Apprentice: 2nd level	\$36.49	\$45.95	\$55.45
Apprentice: 3rd level	\$41.92	\$54.09	\$66.31

Overtime Provisions

Over 8-hour day/40-hour week

9th hour	\$58.22
10th hour	\$58.22
Beyond 10 hours	\$58.22

Saturday

First 8 hours	\$58.22
9th hour	\$58.22
10th hour	\$58.22
Beyond 10 hours	\$58.22

Sunday/Holiday	\$71.80
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Four 10-hour days allowed? - No

Make Up Day Allowed? - No

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Electrician - IW	Electrician	05/10/2024

Classification Description: Inside wireman

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$81.89	\$105.17	\$128.45
Apprentice: 1st Period	\$46.80	\$57.51	\$68.21
Apprentice: 2nd Period	\$53.31	\$66.94	\$80.55
Apprentice: 3rd Period	\$59.03	\$73.00	\$86.97
Apprentice: 4th Period	\$64.73	\$81.03	\$97.32
Apprentice: 5th Period	\$70.47	\$87.60	\$106.22
Apprentice: 6th Period	\$76.17	\$97.12	\$118.07

Overtime Provisions

Over 8-hour day/40-hour week

9th hour	\$105.17
10th hour	\$105.17
Beyond 10 hours	\$128.45

Saturday

First 8 hours	\$105.17
9th hour	\$128.45
10th hour	\$128.45
Beyond 10 hours	\$128.45

Sunday/Holiday

\$128.45

Four 10-hour days allowed? - No

Make Up Day Allowed? - No

Additional Jurisdiction Detail: Onondaga, Leslie, Stockbridge & Bunker Hill townships

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Electrician - IW	Electrician	05/10/2024

Classification Description: Inside wireman

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$81.89	\$105.17	\$128.45
Apprentice: 1st Period	\$46.80	\$57.51	\$68.21
Apprentice: 2nd Period	\$53.31	\$66.94	\$80.55
Apprentice: 3rd Period	\$59.03	\$73.00	\$86.97
Apprentice: 4th Period	\$64.73	\$81.03	\$97.32
Apprentice: 5th Period	\$70.47	\$87.60	\$106.22
Apprentice: 6th Period	\$76.17	\$97.12	\$118.07

Overtime Provisions

Over 8-hour day/40-hour week	
9th hour	\$105.17
10th hour	\$105.17
Beyond 10 hours	\$128.45
Saturday	
First 8 hours	\$105.17
9th hour	\$128.45
10th hour	\$128.45
Beyond 10 hours	\$128.45
Sunday/Holiday	
	\$128.45

Four 10-hour days allowed? - No

Make Up Day Allowed? - No

Additional Jurisdiction Detail: Townships of Onondaga, Leslie, Stockbridge and Bunker Hill ONLY.

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Electrician - IW	Electrician	05/10/2024

Classification Description: Inside Wireman

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$66.98	\$89.65	\$112.32
Apprentice: 1st Period	\$31.68	\$41.89	\$52.09
Apprentice: 2nd period	\$33.95	\$45.28	\$56.62
Apprentice: 3rd Period	\$38.44	\$50.92	\$63.38
Apprentice: 4th Period	\$51.42	\$66.16	\$80.90
Apprentice: 5th Period	\$53.68	\$69.56	\$85.42
Apprentice: 6th Period	\$55.95	\$72.96	\$89.96

Overtime Provisions

Over 8-hour day/40-hour week	
9th hour	\$89.65
10th hour	\$89.65
Beyond 10 hours	\$112.32
Saturday	
First 8 hours	\$89.65
9th hour	\$89.65
10th hour	\$89.65
Beyond 10 hours	\$112.32
Sunday/Holiday	
	\$112.32

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - No

Additional Jurisdiction Detail: Lansing, Meridian, Williamston, Locke, Delhi, Alaiedon, Wheatfield, Leroy, Aurelius, Vevay, Ingham and White Oak townships

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Electrician - SC	Electrician	05/10/2024

Classification Description: Sound and Communications Installer

Technician BICSI certified & 6,000 OJT Straight time Rate \$54.32 Time and Half \$73.16 Double Time \$91.99

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$51.10	\$66.96	\$83.79
Apprentice: Period 1	\$33.56	\$40.49	\$48.72
Apprentice: Period 2	\$35.31	\$43.02	\$52.07
Apprentice: Period 3	\$37.07	\$45.56	\$55.43
Apprentice: Period 4	\$38.82	\$48.11	\$58.80
Apprentice: Period 5	\$40.57	\$50.63	\$62.14
Apprentice: Period 6	\$44.09	\$55.70	\$68.85
Apprentice: Period 7	\$47.59	\$60.76	\$75.56
Apprentice: Period 8	\$49.34	\$63.29	\$78.92
Apprentice: Technician BICSI certification & 6,000 OJT	\$54.32	\$73.16	\$91.99

Overtime Provisions

Over 8-hour day/40-hour week

9th hour	\$65.91
10th hour	\$65.91
Beyond 10 hours	\$80.72

Saturday

First 8 hours	\$65.91
9th hour	\$80.72
10th hour	\$80.72
Beyond 10 hours	\$80.72

Sunday/Holiday

	\$80.72
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Four 10-hour days allowed? - No

Make Up Day Allowed? - No

Additional Jurisdiction Detail: Onondaga, Leslie, Stockbridge & Bunker Hill townships

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Electrician - SC	Electrician	05/10/2024

Classification Description: Sound and Communications Installer

Technician BICSI certified & 6,000 OJT Straight time Rate \$54.32 Time and Half \$73.16 Double Time \$91.99

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$51.10	\$66.96	\$83.79
Apprentice: Period 1	\$33.56	\$40.49	\$48.72
Apprentice: Period 2	\$35.31	\$43.02	\$52.07
Apprentice: Period 3	\$37.07	\$45.56	\$55.43
Apprentice: Period 4	\$38.82	\$48.11	\$58.80
Apprentice: Period 5	\$40.57	\$50.63	\$62.14
Apprentice: Period 6	\$44.09	\$55.70	\$68.85
Apprentice: Period 7	\$47.59	\$60.76	\$75.56
Apprentice: Period 8	\$49.34	\$63.29	\$78.92
Apprentice: Technician BICSI certification & 6,000 OJT	\$54.32	\$73.16	\$91.99

Overtime Provisions

Over 8-hour day/40-hour week

9th hour	\$65.91
10th hour	\$65.91
Beyond 10 hours	\$80.72

Saturday

First 8 hours	\$65.91
9th hour	\$80.72
10th hour	\$80.72
Beyond 10 hours	\$80.72

Sunday/Holiday

	\$80.72
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Four 10-hour days allowed? - No

Make Up Day Allowed? - No

Additional Jurisdiction Detail: Townships of Onondaga, Leslie, Stockbridge and Bunker Hill ONLY.

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Electrician - SC	Electrician	05/10/2024

Classification Description: Sound and Communications Installer

Technician BICSI certified & 6,000 OJT Straight time Rate \$54.32 Time and Half \$73.16 Double Time \$91.99

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$44.37	\$44.43	\$59.24
Apprentice: Period 1	\$33.56	\$40.49	\$48.72
Apprentice: Period 2	\$35.31	\$43.02	\$52.07
Apprentice: Period 3	\$37.07	\$45.56	\$55.43
Apprentice: Period 4	\$38.82	\$48.11	\$58.80
Apprentice: Period 5	\$40.57	\$50.63	\$62.14
Apprentice: Period 6	\$44.09	\$55.70	\$68.85
Apprentice: Period 7	\$47.59	\$60.76	\$75.56
Apprentice: Period 8	\$49.34	\$63.29	\$78.92
Apprentice: Technician BICSI certification & 6,000 OJT	\$54.32	\$73.16	\$91.99

Overtime Provisions

Over 8-hour day/40-hour week

9th hour	\$0.00
10th hour	\$0.00
Beyond 10 hours	\$0.00

Saturday

First 8 hours	\$0.00
9th hour	\$0.00
10th hour	\$0.00
Beyond 10 hours	\$0.00

Sunday/Holiday

	\$0.00
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Four 10-hour days allowed? - No

Make Up Day Allowed? - No

Additional Jurisdiction Detail: Onondaga, Leslie, Stockbridge & Bunker Hill townships

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Electrician - SC	Electrician	05/10/2024

Classification Description: Sound and Communications Installer

Technician BICSI certified & 6,000 OJT Straight time Rate \$54.32 Time and Half \$73.16 Double Time \$91.99

Wage Rates	Straight Time	Time and a Half	Double Time	Overtime Provisions
Total Hourly Wage	\$44.37	\$44.43	\$59.24	Over 8-hour day/40-hour week
Apprentice: Period 1	\$33.56	\$40.49	\$48.72	9th hour \$0.00
Apprentice: Period 2	\$35.31	\$43.02	\$52.07	10th hour \$0.00
Apprentice: Period 3	\$37.07	\$45.56	\$55.43	Beyond 10 hours \$0.00
Apprentice: Period 4	\$38.82	\$48.11	\$58.80	Saturday
Apprentice: Period 5	\$40.57	\$50.63	\$62.14	First 8 hours \$0.00
Apprentice: Period 6	\$44.09	\$55.70	\$68.85	9th hour \$0.00
Apprentice: Period 7	\$47.59	\$60.76	\$75.56	10th hour \$0.00
Apprentice: Period 8	\$49.34	\$63.29	\$78.92	Beyond 10 hours \$0.00
Apprentice: Technician BICSI certification & 6,000 OJT	\$54.32	\$73.16	\$91.99	Sunday/Holiday \$0.00

Four 10-hour days allowed? - No

Make Up Day Allowed? - No

Additional Jurisdiction Detail: Townships of Onondaga, Leslie, Stockbridge and Bunker Hill ONLY.

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Electrician - SD	Electrician	05/10/2024

Classification Description: Sound and Communication Journeyman a 4 day schedule of ten hours a day is allowed Monday thru Friday.

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$66.56	\$86.06	\$105.56
Apprentice: 1st period	\$26.80	\$35.03	\$43.26
Apprentice: 2nd period	\$28.86	\$38.11	\$47.37
Apprentice: 3rd period	\$32.98	\$43.26	\$53.55
Apprentice: 4th period	\$47.07	\$60.45	\$73.82
Apprentice: 5th period	\$49.13	\$63.53	\$77.94
Apprentice: 6th period	\$51.19	\$66.63	\$82.05

Overtime Provisions

Over 8-hour day/40-hour week	
9th hour	\$86.06
10th hour	\$86.06
Beyond 10 hours	\$105.56
Saturday	
First 8 hours	\$86.06
9th hour	\$86.06
10th hour	\$86.06
Beyond 10 hours	\$105.56
Sunday/Holiday	
	\$105.56

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - No

Additional Jurisdiction Detail: Lansing, Meridian, Williamston, Locke, Delhi, Alaiedon, Wheatfield, Leroy, Aurelius, Vevay, Ingham and White Oak townships

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Elevator Constructor Mechanic	Elevator Constructor	05/10/2024

Classification Description: Elevator Constructor Mechanic

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$96.72	\$83.78	\$152.57
Apprentice: 1st year	\$68.96	\$46.08	\$99.68
Apprentice: 2nd year	\$74.88	\$54.45	\$111.18
Apprentice: 3rd year	\$77.85	\$58.65	\$116.95
Apprentice: 4th year	\$84.65	\$67.02	\$129.33

Overtime Provisions

Over 8-hour day/40-hour week

9th hour	\$152.57
10th hour	\$152.57
Beyond 10 hours	\$152.57

Saturday

First 8 hours	\$152.57
9th hour	\$152.57
10th hour	\$152.57
Beyond 10 hours	\$152.57

Sunday/Holiday

	\$152.57
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Four 10-hour days allowed? - Yes

Make Up Day Allowed? - No

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Fiber Optic Splicer	Fiber Optic Splicer	05/13/2024

Classification Description:

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$67.89	\$98.24	\$128.58

Overtime Provisions

Over 8-hour day/40-hour week	
9th hour	\$98.24
10th hour	\$98.24
Beyond 10 hours	\$98.24
Saturday	
First 8 hours	\$98.24
9th hour	\$98.24
10th hour	\$98.24
Beyond 10 hours	\$98.24
Sunday/Holiday	
	\$128.58

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - Yes

ONLY due to inclement weather or customer requirements may Friday be used as a make up day if the normal scheduled work week was interrupted and time lost of five (5) hours or more was incurred by workmen covered under the terms of the 6-17-C/6-876-T agreement.

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Foreman	Foreman	05/10/2024

Classification Description:

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$67.89	\$98.24	\$128.58

Overtime Provisions

Over 8-hour day/40-hour week

9th hour	\$90.71
10th hour	\$90.71
Beyond 10 hours	\$90.71

Saturday

First 8 hours	\$90.71
9th hour	\$90.71
10th hour	\$90.71
Beyond 10 hours	\$90.71

Sunday/Holiday	\$113.52
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Four 10-hour days allowed? - Yes

Make Up Day Allowed? - No

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Foreman	Foreman	05/10/2024

Classification Description:

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$67.89	\$98.24	\$128.58

Overtime Provisions

Over 8-hour day/40-hour week

9th hour	\$90.71
10th hour	\$90.71
Beyond 10 hours	\$90.71

Saturday

First 8 hours	\$90.71
9th hour	\$90.71
10th hour	\$90.71
Beyond 10 hours	\$90.71

Sunday/Holiday	\$113.52
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Four 10-hour days allowed? - Yes

Make Up Day Allowed? - No

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Foreman	Foreman	05/10/2024

Classification Description:

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$67.89	\$98.24	\$128.58

Overtime Provisions

Over 8-hour day/40-hour week

9th hour	\$90.71
10th hour	\$90.71
Beyond 10 hours	\$90.71

Saturday

First 8 hours	\$90.71
9th hour	\$90.71
10th hour	\$90.71
Beyond 10 hours	\$90.71

Sunday/Holiday	\$113.52
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Four 10-hour days allowed? - Yes

Make Up Day Allowed? - No

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Foreman	Foreman	05/10/2024

Classification Description:

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$67.89	\$98.24	\$128.58

Overtime Provisions

Over 8-hour day/40-hour week

9th hour	\$90.71
10th hour	\$90.71
Beyond 10 hours	\$90.71

Saturday

First 8 hours	\$90.71
9th hour	\$90.71
10th hour	\$90.71
Beyond 10 hours	\$90.71

Sunday/Holiday	\$113.52
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Four 10-hour days allowed? - Yes

Make Up Day Allowed? - No

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Foreman	Foreman	05/10/2024

Classification Description:

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$75.47	\$109.62	\$143.74

Overtime Provisions

Over 8-hour day/40-hour week

9th hour	\$109.61
10th hour	\$109.61
Beyond 10 hours	\$109.61

Saturday

First 8 hours	\$109.61
9th hour	\$109.61
10th hour	\$109.61
Beyond 10 hours	\$109.61

Sunday/Holiday	\$143.74
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Four 10-hour days allowed? - Yes

Make Up Day Allowed? - Yes

ONLY due to inclement weather or customer requirements may Friday be used as a make up day if the normal scheduled work week was interrupted and time lost of five (5) hours or more was incurred by workmen covered under the terms of the 6-17-C/6-876-T agreement.

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Foreman	Foreman	05/10/2024

Classification Description:

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$75.47	\$109.61	\$143.74

Overtime Provisions

Over 8-hour day/40-hour week

9th hour	\$101.14
10th hour	\$101.14
Beyond 10 hours	\$101.14

Saturday

First 8 hours	\$101.14
9th hour	\$101.14
10th hour	\$101.14
Beyond 10 hours	\$101.14

Sunday/Holiday	\$126.80
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Four 10-hour days allowed? - Yes

Make Up Day Allowed? - No

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Foreman	Foreman	05/10/2024

Classification Description:

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$76.98	\$111.87	\$146.76

Overtime Provisions

Over 8-hour day/40-hour week

9th hour	\$103.22
10th hour	\$103.22
Beyond 10 hours	\$103.22

Saturday

First 8 hours	\$103.22
9th hour	\$103.22
10th hour	\$103.22
Beyond 10 hours	\$103.22

Sunday/Holiday

\$129.45

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - No

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Glazier	Glazier	05/10/2024

Classification Description: Glazier
4 tens allowed on consecutive days

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$49.84	\$67.73	\$85.62
Apprentice: 1st level	\$31.62	\$40.40	\$49.18
Apprentice: 2nd level	\$35.12	\$45.66	\$56.18
Apprentice: 3rd Level	\$40.38	\$53.54	\$66.70
Apprentice: 4th level	\$45.66	\$61.46	\$77.26

Overtime Provisions

Over 8-hour day/40-hour week

9th hour	\$66.72
10th hour	\$66.72
Beyond 10 hours	\$66.72

Saturday

First 8 hours	\$66.72
9th hour	\$66.72
10th hour	\$66.72
Beyond 10 hours	\$66.72

Sunday/Holiday	\$83.59
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Four 10-hour days allowed? - Yes

Make Up Day Allowed? - No

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Heat & Frost Insulator	Heat and Frost Insulator and Asbestos Worker	05/10/2024

Classification Description: Heat and Frost Insulators and Asbestos Workers

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$52.00	\$68.89	\$85.77
Apprentice: 1st year	\$26.38	\$33.69	\$40.99
Apprentice: 2nd year	\$30.15	\$38.92	\$47.68
Apprentice: 3rd year	\$33.92	\$44.15	\$54.37
Apprentice: 4th year	\$37.70	\$49.39	\$61.08
Apprentice: 5th year	\$41.48	\$54.63	\$67.78

Overtime Provisions

Over 8-hour day/40-hour week	
9th hour	\$68.89
10th hour	\$68.89
Beyond 10 hours	\$68.89
Saturday	
First 8 hours	\$68.89
9th hour	\$68.89
10th hour	\$68.89
Beyond 10 hours	\$68.89
Sunday/Holiday	
	\$85.77

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - Yes

Friday for cancelled work in a 4 10 schedule

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Electrician - Installor Technician	IBEW 252	06/18/2024

Classification Description: Installor Technician

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$55.15	\$70.91	\$86.67
Apprentice: Apprentice Level 1	\$36.49	\$15.76	\$15.76
Apprentice: Apprentice Level 2	\$38.08	\$17.34	\$17.34
Apprentice: Apprentice Level 3	\$40.14	\$18.91	\$18.91
Apprentice: Apprentice Level 4	\$42.08	\$20.49	\$20.49
Apprentice: apprentice Level 5	\$43.94	\$22.06	\$22.06
Apprentice: Apprentice Level 6	\$47.68	\$25.22	\$25.22
Apprentice: Apprentice Level 7	\$51.41	\$28.37	\$28.37
Apprentice: Apprentice Level 8	\$53.27	\$29.94	\$29.94

Overtime Provisions

Over 8-hour day/40-hour week

9th hour	\$55.15
10th hour	\$55.15
Beyond 10 hours	\$55.15

Saturday

First 8 hours	\$55.15
9th hour	\$55.15
10th hour	\$55.15
Beyond 10 hours	\$55.15

Sunday/Holiday

\$55.15

Four 10-hour days allowed? - No

Make Up Day Allowed? - No

Additional Jurisdiction Detail: Onondaga, Leslie, Stockbridge & Bunker Hill townships

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Electrician - Installor Technician	IBEW 252	06/18/2024

Classification Description: Installor Technician

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$55.15	\$70.91	\$86.67
Apprentice: Apprentice Level 1	\$36.49	\$15.76	\$15.76
Apprentice: Apprentice Level 2	\$38.08	\$17.34	\$17.34
Apprentice: Apprentice Level 3	\$40.14	\$18.91	\$18.91
Apprentice: Apprentice Level 4	\$42.08	\$20.49	\$20.49
Apprentice: apprentice Level 5	\$43.94	\$22.06	\$22.06
Apprentice: Apprentice Level 6	\$47.68	\$25.22	\$25.22
Apprentice: Apprentice Level 7	\$51.41	\$28.37	\$28.37
Apprentice: Apprentice Level 8	\$53.27	\$29.94	\$29.94

Overtime Provisions

Over 8-hour day/40-hour week	
9th hour	\$55.15
10th hour	\$55.15
Beyond 10 hours	\$55.15
Saturday	
First 8 hours	\$55.15
9th hour	\$55.15
10th hour	\$55.15
Beyond 10 hours	\$55.15
Sunday/Holiday	
	\$55.15

Four 10-hour days allowed? - No

Make Up Day Allowed? - No

Additional Jurisdiction Detail: Townships of Onondaga, Leslie, Stockbridge and Bunker Hill ONLY.

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Ironworker - RF	Ironworker	05/10/2024

Classification Description: Reinforced Iron Work

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$69.51	\$85.85	\$102.19
Apprentice: Level 1	\$52.63	\$64.23	\$75.83
Apprentice: Level 2	\$54.68	\$66.77	\$78.86
Apprentice: Level 3	\$56.56	\$68.98	\$81.40
Apprentice: Level 4	\$59.41	\$72.65	\$85.88
Apprentice: Level 5	\$62.27	\$76.32	\$90.37
Apprentice: Level 6	\$66.76	\$82.48	\$98.19
Apprentice: Level 7	\$66.76	\$82.48	\$98.19
Apprentice: Level 8	\$66.76	\$82.48	\$98.19

Overtime Provisions

Over 8-hour day/40-hour week	
9th hour	\$85.85
10th hour	\$85.85
Beyond 10 hours	\$102.19
Saturday	
First 8 hours	\$85.85
9th hour	\$85.85
10th hour	\$102.19
Beyond 10 hours	\$102.19
Sunday/Holiday	
	\$102.19

Four 10-hour days allowed? - No

Make Up Day Allowed? - Yes

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Ironworker - RIG	Ironworker	05/10/2024

Classification Description: Rigging Work

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$76.08	\$92.93	\$109.78
Apprentice: Level 1	\$51.75	\$62.38	\$73.01
Apprentice: Level 2	\$52.56	\$63.54	\$74.52
Apprentice: Level 3	\$54.83	\$66.33	\$77.83
Apprentice: Level 4	\$57.51	\$69.71	\$81.91
Apprentice: Level 5	\$60.60	\$73.67	\$86.74
Apprentice: Level 6	\$63.27	\$77.04	\$90.80
Apprentice: Level 7	\$66.35	\$80.99	\$95.62
Apprentice: Level 8	\$69.43	\$84.94	\$100.45

Overtime Provisions

Over 8-hour day/40-hour week

9th hour	\$92.93
10th hour	\$92.93
Beyond 10 hours	\$109.78

Saturday

First 8 hours	\$92.93
9th hour	\$92.93
10th hour	\$92.93
Beyond 10 hours	\$109.78

Sunday/Holiday \$109.78

Four 10-hour days allowed? - No

Make Up Day Allowed? - No

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Ironworker - STR	Ironworker	05/10/2024

Classification Description: Structural, ornamental, welder and pre-cast If bad weather, Friday may be a make up day. If holiday celebrated on a Monday, 4 10s may be worked Tuesday thru Friday.

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$76.21	\$102.75	\$129.29
Apprentice: Level 1	\$51.25	\$61.88	\$72.51
Apprentice: Level 2	\$52.56	\$63.54	\$74.52
Apprentice: Level 3	\$54.83	\$66.33	\$77.83
Apprentice: Level 4	\$57.51	\$70.34	\$83.17
Apprentice: Level 5	\$60.60	\$73.67	\$86.74
Apprentice: Level 6	\$63.27	\$77.04	\$90.80
Apprentice: Level 7	\$66.35	\$80.98	\$95.62
Apprentice: Level 8	\$69.43	\$84.94	\$100.45

Overtime Provisions

Over 8-hour day/40-hour week

9th hour	\$93.64
10th hour	\$93.64
Beyond 10 hours	\$111.06

Saturday

First 8 hours	\$93.64
9th hour	\$93.64
10th hour	\$93.64
Beyond 10 hours	\$111.06

Sunday/Holiday	\$111.06
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Four 10-hour days allowed? - Yes

Make Up Day Allowed? - Yes

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Journeyman Signal Technician	Journeyman Signal Technician	05/13/2024

Classification Description:

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$67.89	\$98.24	\$128.58
Apprentice: Apprentice 1st 6 months	\$43.61	\$61.82	\$80.02
Apprentice: Apprentice 2nd 6 months	\$46.65	\$66.38	\$86.10
Apprentice: Apprentice 3rd 6 months	\$49.68	\$70.92	\$92.16
Apprentice: Apprentice 4th 6 months	\$52.71	\$75.47	\$98.22
Apprentice: Apprentice 5th 6 months	\$55.75	\$80.03	\$104.30
Apprentice: Apprentice 6th 6months	\$61.82	\$89.13	\$116.44

Overtime Provisions

Over 8-hour day/40-hour week	
9th hour	\$98.24
10th hour	\$98.24
Beyond 10 hours	\$98.24
Saturday	
First 8 hours	\$98.24
9th hour	\$98.24
10th hour	\$98.24
Beyond 10 hours	\$98.24
Sunday/Holiday	
	\$128.58

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - Yes

ONLY due to inclement weather or customer requirements may Friday be used as a make up day if the normal scheduled work week was interrupted and time lost of five (5) hours or more was incurred by workmen covered under the terms of the 6-17-C/6-876-T agreement.

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Journeyman Specialist	Journeyman Specialist	05/13/2024

Classification Description:

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$76.98	\$111.88	\$146.76

Overtime Provisions

Over 8-hour day/40-hour week

9th hour	\$111.87
10th hour	\$111.87
Beyond 10 hours	\$111.87

Saturday

First 8 hours	\$111.87
9th hour	\$111.87
10th hour	\$111.87
Beyond 10 hours	\$111.87

Sunday/Holiday

\$146.76

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - Yes

ONLY due to inclement weather or customer requirements may Friday be used as a make up day if the normal scheduled work week was interrupted and time lost of five (5) hours or more was incurred by workmen covered under the terms of the 6-17-C/6-876-T agreement.

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Labor Crew Foreman	Labor Crew Foreman	05/13/2024

Classification Description:

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$61.86	\$89.19	\$116.52

Overtime Provisions

Over 8-hour day/40-hour week

9th hour	\$89.19
10th hour	\$89.19
Beyond 10 hours	\$89.19

Saturday

First 8 hours	\$89.19
9th hour	\$89.19
10th hour	\$89.19
Beyond 10 hours	\$89.19

Sunday/Holiday	\$116.52
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Four 10-hour days allowed? - Yes

Make Up Day Allowed? - Yes

ONLY due to inclement weather or customer requirements may Friday be used as a make up day if the normal scheduled work week was interrupted and time lost of five (5) hours or more was incurred by workmen covered under the terms of the 6-17-C/6-876-T agreement.

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Asbestos & Lead Abatement Laborer	Laborer	05/10/2024

Classification Description: Asbestos & Lead Abatement Laborer

4 ten hour days @ straight time allowed Monday-Saturday, must be consecutive calendar days

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$50.60	\$65.37	\$80.13
Apprentice: Trainee 600 hours +1 year	\$34.07	\$18.89	\$20.54

Overtime Provisions

Over 8-hour day/40-hour week

9th hour	\$65.37
10th hour	\$65.37
Beyond 10 hours	\$65.37

Saturday

First 8 hours	\$65.37
9th hour	\$65.37
10th hour	\$65.37
Beyond 10 hours	\$65.37

Sunday/Holiday

\$80.13

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - No

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Ground Burner	Laborer	08/02/2024

Classification Description: Ground Burner

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$45.03	\$60.70	\$76.36

Overtime Provisions

Over 8-hour day/40-hour week

9th hour	\$60.69
10th hour	\$60.69
Beyond 10 hours	\$60.69

Saturday

First 8 hours	\$60.69
9th hour	\$45.03
10th hour	\$45.03
Beyond 10 hours	\$45.03

Sunday/Holiday	\$76.36
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Four 10-hour days allowed? - Yes

Make Up Day Allowed? - No

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
High Burner	Laborer	08/02/2024

Classification Description: High Burner

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$51.83	\$68.65	\$85.46

Overtime Provisions

Over 8-hour day/40-hour week

9th hour	\$68.65
10th hour	\$68.65
Beyond 10 hours	\$68.65

Saturday

First 8 hours	\$68.65
9th hour	\$68.65
10th hour	\$68.65
Beyond 10 hours	\$68.65

Sunday/Holiday	\$85.46
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Four 10-hour days allowed? - Yes

Make Up Day Allowed? - Yes

Saturday

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Laborer - Class 1 - RZ2	Laborer	05/10/2024

Classification Description: Laborer Road Class 1: asphalt shoveler or loader, yard man, fence erector tender, dumper, joint filling, form setting, form stripper, pavement reinforcing, waterproofing, seal coating, bridge painting, sandblasting, pressure grouting, RC equipment

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$45.39	\$58.38	\$71.36
Apprentice: 0-1,000 hours	\$38.90	\$48.64	\$58.38
Apprentice: 1,001-2,000 hours	\$40.20	\$50.59	\$60.98
Apprentice: 2,001-3,000 hours	\$41.49	\$52.52	\$63.56
Apprentice: 3,001-4,000 hours	\$44.09	\$56.42	\$68.76

Overtime Provisions

Over 8-hour day/40-hour week	
9th hour	\$58.38
10th hour	\$58.38
Beyond 10 hours	\$58.38
Saturday	
First 8 hours	\$58.38
9th hour	\$58.38
10th hour	\$58.38
Beyond 10 hours	\$58.38
Sunday/Holiday	
	\$71.36

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - No

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Laborer - Class 2 - RZ2	Laborer	05/10/2024

Classification Description: Laborer Road Class 2: mixer operator, air or electric tool operator, spreader, boxman, concreter paddler, power chain saw operator, paving patch truck dumper, tunnel mucker, concrete saw operator, dry pack machine and roto-mill grounds person

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$45.59	\$58.18	\$71.26
Apprentice: 0-1,000 hours	\$39.05	\$48.36	\$58.18
Apprentice: 1,001-2,000 hours	\$40.36	\$50.33	\$60.80
Apprentice: 2,001-3,000 hours	\$41.66	\$52.28	\$63.40
Apprentice: 3,001-4,000 hours	\$44.28	\$56.21	\$68.64

Overtime Provisions

Over 8-hour day/40-hour week	
9th hour	\$58.68
10th hour	\$58.68
Beyond 10 hours	\$58.68
Saturday	
First 8 hours	\$58.68
9th hour	\$58.68
10th hour	\$58.68
Beyond 10 hours	\$58.68
Sunday/Holiday	
	\$71.76

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - No

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Laborer - Class 3 - RZ2	Laborer	05/10/2024

Classification Description: Laborer Road Class 3: tunnel miner, finish tenders, guard rail builder, median barrier installer, earth retention barrier and wall installer, fence erector, bottom man, powder man, wagon drill and air track operator, curb and side rail setter

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$45.43	\$58.64	\$71.84
Apprentice: 0-1,000 hours	\$38.83	\$48.74	\$58.64
Apprentice: 1,001-2,000 hours	\$40.15	\$50.72	\$61.28
Apprentice: 2,001-3,000 hours	\$41.47	\$52.70	\$63.92
Apprentice: 3,001-4,000 hours	\$44.11	\$56.66	\$69.20

Overtime Provisions

Over 8-hour day/40-hour week	
9th hour	\$58.64
10th hour	\$58.64
Beyond 10 hours	\$58.64
Saturday	
First 8 hours	\$58.64
9th hour	\$58.64
10th hour	\$58.64
Beyond 10 hours	\$58.64
Sunday/Holiday	
	\$71.84

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - No

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Laborer - Class 4 - RZ2	Laborer	05/10/2024

Classification Description: Laborer Road Class 4: asphalt raker

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$46.18	\$59.56	\$72.94
Apprentice: 0-1,000 hours	\$39.49	\$49.52	\$59.56
Apprentice: 1,001-2,000 hours	\$40.83	\$51.54	\$62.24
Apprentice: 2,001-3,000 hours	\$42.17	\$53.54	\$64.92
Apprentice: 3,001-4,000 hours	\$44.84	\$57.55	\$70.26

Overtime Provisions

Over 8-hour day/40-hour week

9th hour	\$59.56
10th hour	\$59.56
Beyond 10 hours	\$59.56

Saturday

First 8 hours	\$59.56
9th hour	\$59.56
10th hour	\$59.56
Beyond 10 hours	\$59.56

Sunday/Holiday	\$72.94
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Four 10-hour days allowed? - Yes

Make Up Day Allowed? - No

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Laborer - Class 5 - RZ2	Laborer	05/10/2024

Classification Description: Laborer Road Class 5: pipe layers, oxy-gun

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$46.05	\$59.37	\$72.68
Apprentice: 0-1,000 hours	\$39.39	\$49.38	\$59.36
Apprentice: 1,001-2,000 hours	\$40.72	\$51.37	\$62.02
Apprentice: 2,001-3,000 hours	\$42.06	\$53.38	\$64.70
Apprentice: 3,001-4,000 hours	\$44.72	\$57.37	\$70.02

Overtime Provisions

Over 8-hour day/40-hour week

9th hour	\$59.37
10th hour	\$59.37
Beyond 10 hours	\$59.37

Saturday

First 8 hours	\$59.37
9th hour	\$59.37
10th hour	\$59.37
Beyond 10 hours	\$59.37

Sunday/Holiday	\$72.68
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Four 10-hour days allowed? - Yes

Make Up Day Allowed? - No

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Laborer - Class 6 - RZ2	Laborer	05/10/2024

Classification Description: Laborer Road Class 6: line form setter for curb or pavement, asphalt screed checker/screw man on asphalt paving machines

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$46.39	\$59.88	\$73.36
Apprentice: 0-1,000 hours	\$39.65	\$49.76	\$59.88
Apprentice: 1,001-2,000 hours	\$41.00	\$51.79	\$62.58
Apprentice: 2,001-3,000 hours	\$42.34	\$53.80	\$65.26
Apprentice: 3,001-4,000 hours	\$45.04	\$57.85	\$70.66

Overtime Provisions

Over 8-hour day/40-hour week

9th hour	\$59.88
10th hour	\$59.88
Beyond 10 hours	\$59.88

Saturday

First 8 hours	\$59.88
9th hour	\$59.88
10th hour	\$59.88
Beyond 10 hours	\$59.88

Sunday/Holiday	\$73.36
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Four 10-hour days allowed? - Yes

Make Up Day Allowed? - No

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Laborer - Class 7 - RZ2	Laborer	05/10/2024

Classification Description: Laborer Road Class 7: concrete specialist - including finishing and trowling, cast in place or precast by any method

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$48.96	\$63.73	\$78.50
Apprentice: 0-1,000 hours	\$41.58	\$52.66	\$63.74
Apprentice: 1,001-2,000 hours	\$43.05	\$54.86	\$66.68
Apprentice: 2,001-3,000 hours	\$44.53	\$57.08	\$69.64
Apprentice: 3,001-4,000 hours	\$47.48	\$61.51	\$75.54

Overtime Provisions	
Over 8-hour day/40-hour week	
9th hour	\$63.73
10th hour	\$63.73
Beyond 10 hours	\$63.73
Saturday	
First 8 hours	\$63.73
9th hour	\$63.73
10th hour	\$63.73
Beyond 10 hours	\$63.73
Sunday/Holiday	\$78.50

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - No

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Laborer - L	Laborer	05/10/2024

Classification Description: Journeyperson - building and heavy construction craft laborer, portable concrete mixer operator, air, electric or gasoline tool operator, hot dope carrier, tar kettle tender, gasoline vibrators, concrete gas buggies, concrete saw, signal person and top pe

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$38.53	\$51.20	\$63.86
Apprentice: 0-1,000 hours	\$32.20	\$41.70	\$51.20
Apprentice: 1,001-2,000 hours	\$33.46	\$43.60	\$53.73
Apprentice: 2,001-3,000 hours	\$34.73	\$45.50	\$56.26
Apprentice: 3,001-4,000 hours	\$37.26	\$49.30	\$61.33

Overtime Provisions

Over 8-hour day/40-hour week

9th hour	\$51.20
10th hour	\$51.20
Beyond 10 hours	\$51.20

Saturday

First 8 hours	\$51.20
9th hour	\$51.20
10th hour	\$51.20
Beyond 10 hours	\$51.20

Sunday/Holiday	\$63.86
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Four 10-hour days allowed? - Yes

Make Up Day Allowed? - Yes

Saturday

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Laborer - Hazardous - Class A - Z6	Laborer - Hazardous	05/10/2024

Classification Description: Class A Laborer - performing work in conjunction with site preparation and other preliminary work prior to actual removal, handling, or containment of hazardous waste substances not requiring use of personal protective equipment required by state or feder

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$38.53	\$51.20	\$63.86
Apprentice: 0-1,000 work hours	\$32.20	\$41.70	\$51.20
Apprentice: 1,001-2,000 work hours	\$33.46	\$47.09	\$60.72
Apprentice: 2,001-3,000 work hours	\$34.73	\$45.50	\$56.26
Apprentice: 3,001-4,000 work hours	\$37.26	\$49.29	\$61.32

Overtime Provisions	
Over 8-hour day/40-hour week	
9th hour	\$51.20
10th hour	\$51.20
Beyond 10 hours	\$51.20
Saturday	
First 8 hours	\$51.20
9th hour	\$51.20
10th hour	\$51.20
Beyond 10 hours	\$51.20
Sunday/Holiday	\$63.86

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - Yes

4 10s allowed M-Th or T-F; inclement weather makeup day Friday

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Laborer - Hazardous - Class B - Z6	Laborer - Hazardous	05/10/2024

Classification Description: Class B Laborer - performing work in conjunction with the removal, handling, or containment of hazardous waste substances when the use of personal protective equipment levels "A", "B" or "C" is required.

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$39.53	\$52.70	\$65.86
Apprentice: 0-1,000 work hours	\$32.95	\$42.82	\$52.70
Apprentice: 1,001-2,000 work hours	\$34.26	\$44.79	\$55.32
Apprentice: 2,001-3,000 work hours	\$35.58	\$46.77	\$57.96
Apprentice: 3,001-4,000 work hours	\$38.21	\$50.72	\$63.22

Overtime Provisions	
Over 8-hour day/40-hour week	
9th hour	\$52.70
10th hour	\$52.70
Beyond 10 hours	\$52.70
Saturday	
First 8 hours	\$52.70
9th hour	\$52.70
10th hour	\$52.70
Beyond 10 hours	\$52.70
Sunday/Holiday	\$65.86

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - Yes

4 10s allowed M-Th or T-F; inclement weather makeup day Friday

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Laborer - Landscape - Class B2 - Z2	Laborer - Landscape	05/10/2024

Classification Description: Class B2: Skilled Landscape Laborer: small power tool operator, lawn sprinkler installers' tender, irrigation installers' tender material mover

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$30.40	\$39.93	\$49.45

Overtime Provisions

Over 8-hour day/40-hour week

9th hour	\$39.93
10th hour	\$39.93
Beyond 10 hours	\$39.93

Saturday

First 8 hours	\$39.93
9th hour	\$39.93
10th hour	\$39.93
Beyond 10 hours	\$39.93

Sunday/Holiday	\$49.45
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Four 10-hour days allowed? - Yes

Make Up Day Allowed? - No

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Laborer - Landscape - Class C - Z2	Laborer - Landscape	05/10/2024

Classification Description: Class C: landscape laborer with 90 or more calendar days worked

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$24.66	\$33.27	\$41.87

Overtime Provisions

Over 8-hour day/40-hour week

9th hour	\$31.98
10th hour	\$31.98
Beyond 10 hours	\$31.98

Saturday

First 8 hours	\$31.98
9th hour	\$31.98
10th hour	\$31.98
Beyond 10 hours	\$31.98

Sunday/Holiday	\$39.30
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Four 10-hour days allowed? - No

Make Up Day Allowed? - No

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Laborer - Landscape - Class D - Z2	Laborer - Landscape	05/10/2024

Classification Description: Class D: Inexperienced landscape laborer - individual who has worked less than 90 calendar days

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$15.54	\$23.31	\$31.08

Overtime Provisions

Over 8-hour day/40-hour week

9th hour	\$22.03
10th hour	\$22.03
Beyond 10 hours	\$22.03

Saturday

First 8 hours	\$22.03
9th hour	\$22.03
10th hour	\$22.03
Beyond 10 hours	\$22.03

Sunday/Holiday

\$28.51

Four 10-hour days allowed? - No

Make Up Day Allowed? - No

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Laborer Underground - Tunnel, Shaft & Caisson - Class I - Z2	Laborer Underground - Tunnel, Shaft & Caisson	05/10/2024

Classification Description: Class I - Tunnel, shaft and caisson laborer, dump man, shanty man, hog house tender, testing man (on gas), and watchman.

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$38.97	\$50.26	\$61.54
Apprentice: 0-1,000 work hours	\$32.85	\$42.64	\$52.43
Apprentice: 1,001-2,000 work hours	\$33.97	\$44.32	\$54.67
Apprentice: 2,001-3,000 work hours	\$35.08	\$45.99	\$56.89
Apprentice: 3,001-4,000 work hours	\$37.31	\$49.33	\$61.35

Overtime Provisions

Over 8-hour day/40-hour week	
9th hour	\$50.26
10th hour	\$50.26
Beyond 10 hours	\$50.26
Saturday	
First 8 hours	\$50.26
9th hour	\$50.26
10th hour	\$50.26
Beyond 10 hours	\$50.26
Sunday/Holiday	
	\$61.54

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - No

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Laborer Underground - Tunnel, Shaft & Caisson - Class II - Z2	Laborer Underground - Tunnel, Shaft & Caisson	05/10/2024

Classification Description: Class II - Manhole, headwall, catch basin builder, bricklayer tender, mortar man, material mixer, fence erector, and guard rail builder

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$39.06	\$50.39	\$61.72
Apprentice: 0-1,000 work hours	\$32.92	\$42.75	\$52.57
Apprentice: 1,001-2,000 work hours	\$34.04	\$44.43	\$54.81
Apprentice: 2,001-3,000 work hours	\$35.16	\$46.11	\$57.05
Apprentice: 3,001-4,000 work hours	\$37.39	\$49.45	\$61.51

Overtime Provisions

Over 8-hour day/40-hour week	
9th hour	\$50.39
10th hour	\$50.39
Beyond 10 hours	\$50.39
Saturday	
First 8 hours	\$50.39
9th hour	\$50.39
10th hour	\$50.39
Beyond 10 hours	\$50.39
Sunday/Holiday	
	\$61.72

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - No

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Laborer Underground - Tunnel, Shaft & Caisson - Class III -Z2	Laborer Underground - Tunnel, Shaft & Caisson	05/10/2024

Classification Description: Class III - Air tool operator (jack hammer man, bush hammer man and grinding man), first bottom man, second bottom man, cage tender, car pusher, carrier man, concrete man, concrete form man, concrete repair man, cement invert laborer, cement finisher, con

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$39.16	\$50.54	\$61.92
Apprentice: 0-1,000 work hours	\$32.99	\$42.85	\$52.71
Apprentice: 1,001-2,000 work hours	\$34.12	\$44.55	\$54.97
Apprentice: 2,001-3,000 work hours	\$35.24	\$46.23	\$57.21
Apprentice: 3,001-4,000 work hours	\$37.49	\$49.60	\$61.71

Overtime Provisions

Over 8-hour day/40-hour week

9th hour	\$50.54
10th hour	\$50.54
Beyond 10 hours	\$50.54

Saturday

First 8 hours	\$50.54
9th hour	\$50.54
10th hour	\$50.54
Beyond 10 hours	\$50.54

Sunday/Holiday	\$61.92
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Four 10-hour days allowed? - Yes

Make Up Day Allowed? - No

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Laborer Underground - Tunnel, Shaft & Caisson - Class IV -Z2	Laborer Underground - Tunnel, Shaft & Caisson	05/10/2024

Classification Description: Class IV - Tunnel, shaft and caisson mucker, bracer man, liner plate man, long haul dinky driver and well point man.

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$39.58	\$51.17	\$62.76
Apprentice: 0-1,000 work hours	\$33.11	\$43.03	\$52.95
Apprentice: 1,001-2,000 work hours	\$34.25	\$44.74	\$55.23
Apprentice: 2,001-3,000 work hours	\$35.38	\$46.43	\$57.49
Apprentice: 3,001-4,000 work hours	\$37.64	\$49.83	\$62.01

Overtime Provisions

Over 8-hour day/40-hour week	
9th hour	\$51.17
10th hour	\$51.17
Beyond 10 hours	\$51.17
Saturday	
First 8 hours	\$51.17
9th hour	\$51.17
10th hour	\$51.17
Beyond 10 hours	\$51.17
Sunday/Holiday	
	\$62.76

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - No

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Laborer Underground - Tunnel, Shaft & Caisson - Class V -Z2	Laborer Underground - Tunnel, Shaft & Caisson	05/10/2024

Classification Description: Class V - Tunnel, shaft and caisson miner, drill runner, keyboard operator, power knife operator, reinforced steel or mesh man (e.g. wire mesh, steel mats, dowel bars)

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$39.58	\$51.17	\$62.76
Apprentice: 0-1,000 work hours	\$33.31	\$43.33	\$53.35
Apprentice: 1,001-2,000 work hours	\$34.45	\$45.04	\$55.63
Apprentice: 2,001-3,000 work hours	\$35.60	\$46.77	\$57.93
Apprentice: 3,001-4,000 work hours	\$37.89	\$50.20	\$62.51

Overtime Provisions

Over 8-hour day/40-hour week	
9th hour	\$51.17
10th hour	\$51.17
Beyond 10 hours	\$51.17
Saturday	
First 8 hours	\$51.17
9th hour	\$51.17
10th hour	\$51.17
Beyond 10 hours	\$51.17
Sunday/Holiday	
	\$62.76

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - No

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Laborer Underground - Tunnel, Shaft & Caisson - Class VI - Z2	Laborer Underground - Tunnel, Shaft & Caisson	05/10/2024

Classification Description: Class VI - Dynamite man and powder man.

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$39.34	\$52.38	\$65.41
Apprentice: 0-1,000 work hours	\$33.54	\$43.67	\$53.81
Apprentice: 1,001-2,000 work hours	\$34.70	\$45.41	\$56.13
Apprentice: 2,001-3,000 work hours	\$35.86	\$47.15	\$58.45
Apprentice: 3,001-4,000 work hours	\$38.18	\$50.63	\$63.09

Overtime Provisions

Over 8-hour day/40-hour week	
9th hour	\$50.94
10th hour	\$50.94
Beyond 10 hours	\$50.94
Saturday	
First 8 hours	\$50.94
9th hour	\$50.94
10th hour	\$50.94
Beyond 10 hours	\$50.94
Sunday/Holiday	
	\$62.53

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - No

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Laborer Underground - Tunnel, Shaft & Caisson - Class VII - Z2	Laborer Underground - Tunnel, Shaft & Caisson	05/10/2024

Classification Description: Class VII - Restoration laborer, seeding, sodding, planting, cutting, mulching and topsoil grading and the restoration of property such as replacing mail boxes, wood chips, planter boxes and flagstones.

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$32.16	\$40.04	\$47.92
Apprentice: 0-1,000 work hours	\$27.75	\$34.99	\$42.23
Apprentice: 1,001-2,000 work hours	\$28.52	\$36.15	\$43.77
Apprentice: 2,001-3,000 work hours	\$29.29	\$37.30	\$45.31
Apprentice: 3,001-4,000 work hours	\$30.84	\$39.63	\$48.41

Overtime Provisions

Over 8-hour day/40-hour week	
9th hour	\$40.04
10th hour	\$40.04
Beyond 10 hours	\$40.04
Saturday	
First 8 hours	\$40.04
9th hour	\$40.04
10th hour	\$40.04
Beyond 10 hours	\$40.04
Sunday/Holiday	
	\$47.92

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - No

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Laborer -Underground Open Cut - Class I - Z2	Laborer -Underground Open Cut, Class I	05/10/2024

Classification Description: Construction Laborer

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$38.17	\$50.57	\$62.97
Apprentice: 0-1,000 work hours	\$32.74	\$42.42	\$52.11
Apprentice: 1,001-2,000 work hours	\$33.83	\$44.06	\$54.29
Apprentice: 2,001-3,000 work hours	\$34.91	\$45.68	\$56.45
Apprentice: 3,001-4,000 work hours	\$37.09	\$48.95	\$60.81

Overtime Provisions

Over 8-hour day/40-hour week	
9th hour	\$49.02
10th hour	\$49.02
Beyond 10 hours	\$49.02
Saturday	
First 8 hours	\$49.02
9th hour	\$49.02
10th hour	\$49.02
Beyond 10 hours	\$49.02
Sunday/Holiday	
	\$59.87

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - No

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Laborer -Underground Open Cut - Class I - Z3	Laborer -Underground Open Cut, Class I	05/10/2024

Classification Description: Construction Laborer

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$36.91	\$47.01	\$57.10
Apprentice: 0-1,000 work hours	\$31.39	\$40.40	\$49.41
Apprentice: 1,001-2,000 work hours	\$32.38	\$41.88	\$51.39
Apprentice: 2,001-3,000 work hours	\$33.38	\$43.38	\$53.39
Apprentice: 3,001-4,000 work hours	\$35.37	\$46.37	\$57.37

Overtime Provisions

Over 8-hour day/40-hour week	
9th hour	\$47.01
10th hour	\$47.01
Beyond 10 hours	\$47.01
Saturday	
First 8 hours	\$47.01
9th hour	\$47.01
10th hour	\$47.01
Beyond 10 hours	\$47.01
Sunday/Holiday	
	\$57.10

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - No

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Laborer -Underground Open Cut - Class II - Z2	Laborer -Underground Open Cut, Class II	05/10/2024

Classification Description: Mortar and material mixer, concrete form man, signal man, well point man, manhole, headwall and catch basin builder, guard rail builders, headwall, seawall, breakwall, dock builder and fence erector.

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$38.28	\$50.74	\$63.19
Apprentice: 0-1,000 work hours	\$32.83	\$42.56	\$52.29
Apprentice: 1,001-2,000 work hours	\$33.92	\$44.20	\$54.47
Apprentice: 2,001-3,000 work hours	\$35.01	\$45.83	\$56.65
Apprentice: 3,001-4,000 work hours	\$37.19	\$49.10	\$61.01

Overtime Provisions

Over 8-hour day/40-hour week	
9th hour	\$49.19
10th hour	\$49.19
Beyond 10 hours	\$49.19
Saturday	
First 8 hours	\$49.19
9th hour	\$49.19
10th hour	\$49.19
Beyond 10 hours	\$49.19
Sunday/Holiday	
	\$60.09

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - No

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Laborer -Underground Open Cut - Class II - Z3	Laborer -Underground Open Cut, Class II	05/10/2024

Classification Description: Mortar and material mixer, concrete form man, signal man, well point man, manhole, headwall and catch basin builder, guard rail builders, headwall, seawall, breakwall, dock builder and fence erector.

Wage Rates	Straight Time	Time and a Half	Double Time	Overtime Provisions
Total Hourly Wage	\$37.05	\$47.22	\$57.38	Over 8-hour day/40-hour week
Apprentice: 0-1,000 work hours	\$31.49	\$40.55	\$49.61	9th hour \$47.22
Apprentice: 1,001-2,000 work hours	\$32.49	\$42.05	\$51.61	10th hour \$47.22
Apprentice: 2,001-3,000 work hours	\$33.50	\$43.56	\$53.63	Beyond 10 hours \$47.22
Apprentice: 3,001-4,000 work hours	\$35.50	\$46.56	\$57.63	Saturday
				First 8 hours \$47.22
				9th hour \$47.22
				10th hour \$47.22
				Beyond 10 hours \$47.22
				Sunday/Holiday \$57.38

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - No

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Laborer -Underground Open Cut - Class III - Z2	Laborer -Underground Open Cut, Class III	05/10/2024

Classification Description: Air, gasoline and electric tool operator, vibrator operator, drillers, pump man, tar kettle operator, bracers, rodder, reinforced steel or mesh man (e.g. wire mesh, steel mats, dowel bars, etc.), cement finisher, welder, pipe jacking and boring man, wagon

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$38.40	\$50.92	\$63.43
Apprentice: 0-1,000 work hours	\$32.92	\$42.70	\$52.47
Apprentice: 1,001-2,000 work hours	\$34.01	\$44.33	\$54.65
Apprentice: 2,001-3,000 work hours	\$35.11	\$45.98	\$56.85
Apprentice: 3,001-4,000 work hours	\$37.30	\$49.26	\$61.23

Overtime Provisions

Over 8-hour day/40-hour week	
9th hour	\$49.37
10th hour	\$49.37
Beyond 10 hours	\$49.37
Saturday	
First 8 hours	\$49.37
9th hour	\$49.37
10th hour	\$49.37
Beyond 10 hours	\$49.37
Sunday/Holiday	
	\$60.33

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - No

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Laborer -Underground Open Cut - Class III - Z3	Laborer -Underground Open Cut, Class III	05/10/2024

Classification Description: Air, gasoline and electric tool operator, vibrator operator, drillers, pump man, tar kettle operator, bracers, rodder, reinforced steel or mesh man (e.g. wire mesh, steel mats, dowel bars, etc.), cement finisher, welder, pipe jacking and boring man, wagon

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$37.17	\$47.40	\$57.62
Apprentice: 0-1,000 work hours	\$31.58	\$40.68	\$49.79
Apprentice: 1,001-2,000 work hours	\$32.59	\$42.20	\$51.81
Apprentice: 2,001-3,000 work hours	\$33.60	\$43.72	\$53.83
Apprentice: 3,001-4,000 work hours	\$35.61	\$46.73	\$57.85

Overtime Provisions

Over 8-hour day/40-hour week

9th hour	\$47.40
10th hour	\$47.40
Beyond 10 hours	\$47.40

Saturday

First 8 hours	\$47.40
9th hour	\$47.40
10th hour	\$47.40
Beyond 10 hours	\$47.40

Sunday/Holiday	\$57.62
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Four 10-hour days allowed? - Yes

Make Up Day Allowed? - No

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Laborer -Underground Open Cut - Class IV - Z2	Laborer -Underground Open Cut, Class IV	05/10/2024

Classification Description: Trench or excavating grade man.

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$38.47	\$51.02	\$63.57
Apprentice: 0-1,000 work hours	\$32.97	\$42.77	\$52.57
Apprentice: 1,001-2,000 work hours	\$34.07	\$44.42	\$54.77
Apprentice: 2,001-3,000 work hours	\$35.17	\$46.07	\$56.97
Apprentice: 3,001-4,000 work hours	\$37.37	\$49.37	\$61.37

Overtime Provisions

Over 8-hour day/40-hour week	
9th hour	\$49.47
10th hour	\$49.47
Beyond 10 hours	\$49.47
Saturday	
First 8 hours	\$49.47
9th hour	\$49.47
10th hour	\$49.47
Beyond 10 hours	\$49.47
Sunday/Holiday	
	\$60.47

Four 10-hour days allowed? - Yes
Make Up Day Allowed? - No

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Laborer -Underground Open Cut - Class IV - Z3	Laborer -Underground Open Cut, Class IV	05/10/2024

Classification Description: Trench or excavating grade man.

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$37.22	\$47.47	\$57.72
Apprentice: 0-1,000 work hours	\$31.62	\$40.74	\$49.87
Apprentice: 1,001-2,000 work hours	\$32.63	\$42.26	\$51.89
Apprentice: 2,001-3,000 work hours	\$33.64	\$43.78	\$53.91
Apprentice: 3,001-4,000 work hours	\$35.66	\$46.80	\$57.95

Overtime Provisions

Over 8-hour day/40-hour week	
9th hour	\$47.47
10th hour	\$47.47
Beyond 10 hours	\$47.47
Saturday	
First 8 hours	\$47.47
9th hour	\$47.47
10th hour	\$47.47
Beyond 10 hours	\$47.47
Sunday/Holiday	
	\$57.72

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - No

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Laborer -Underground Open Cut - Class V - Z2	Laborer -Underground Open Cut, Class V	05/10/2024

Classification Description: Pipe Layer (including crock, metal pipe, multiplate or other conduits)

Wage Rates	Straight Time	Time and a Half	Double Time	Overtime Provisions
Total Hourly Wage	\$38.62	\$51.25	\$63.87	Over 8-hour day/40-hour week
Apprentice: 0-1,000 work hours	\$33.08	\$42.94	\$52.79	9th hour \$49.70
Apprentice: 1,001-2,000 work hours	\$34.19	\$44.60	\$55.01	10th hour \$49.70
Apprentice: 2,001-3,000 work hours	\$35.30	\$46.26	\$57.23	Beyond 10 hours \$49.70
Apprentice: 3,001-4,000 work hours	\$37.51	\$49.58	\$61.65	Saturday
				First 8 hours \$49.70
				9th hour \$49.70
				10th hour \$49.70
				Beyond 10 hours \$49.70
				Sunday/Holiday \$60.77

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - No

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Laborer -Underground Open Cut - Class V - Z3	Laborer -Underground Open Cut, Class V	05/10/2024

Classification Description: Pipe Layer (including crock, metal pipe, multiplate or other conduits)

Wage Rates	Straight Time	Time and a Half	Double Time	Overtime Provisions
Total Hourly Wage	\$37.36	\$47.68	\$58.00	Over 8-hour day/40-hour week
Apprentice: 0-1,000 work hours	\$31.73	\$40.91	\$50.09	9th hour \$47.68
Apprentice: 1,001-2,000 work hours	\$32.74	\$42.42	\$52.11	10th hour \$47.68
Apprentice: 2,001-3,000 work hours	\$33.76	\$43.96	\$54.15	Beyond 10 hours \$47.68
Apprentice: 3,001-4,000 work hours	\$35.79	\$47.00	\$58.21	Saturday
				First 8 hours \$47.68
				9th hour \$47.68
				10th hour \$47.68
				Beyond 10 hours \$47.68
				Sunday/Holiday \$58.00

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - No

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Laborer -Underground Open Cut - Class VI - Z2	Laborer -Underground Open Cut, Class VI	05/10/2024

Classification Description: Grouting man, top man assistant, audio visual television operations and all other operations in connection with closed circuit television inspection, pipe cleaning and pipe relining work and the installation and repair of water service pipe and appurtenan

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$35.92	\$47.20	\$58.47
Apprentice: 0-1,000 work hours	\$31.06	\$39.90	\$48.75
Apprentice: 1,001-2,000 work hours	\$32.03	\$41.36	\$50.69
Apprentice: 2,001-3,000 work hours	\$33.00	\$42.82	\$52.63
Apprentice: 3,001-4,000 work hours	\$34.95	\$45.74	\$56.53

Overtime Provisions

Over 8-hour day/40-hour

week

9th hour	\$45.65
10th hour	\$45.65
Beyond 10 hours	\$45.65

Saturday

First 8 hours	\$45.65
9th hour	\$45.65
10th hour	\$45.65
Beyond 10 hours	\$45.65

Sunday/Holiday

\$55.37

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - No

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Laborer -Underground Open Cut - Class VI - Z3	Laborer -Underground Open Cut, Class VI	05/10/2024

Classification Description: Grouting man, top man assistant, audio visual television operations and all other operations in connection with closed circuit television inspection, pipe cleaning and pipe relining work and the installation & repair of water service pipe & appurtenances

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$34.66	\$43.63	\$52.60
Apprentice: 0-1,000 work hours	\$29.70	\$37.86	\$46.03
Apprentice: 1,001-2,000 work hours	\$30.58	\$39.18	\$47.79
Apprentice: 2,001-3,000 work hours	\$31.46	\$40.50	\$49.55
Apprentice: 3,001-4,000 work hours	\$33.23	\$43.16	\$53.09

Overtime Provisions

Over 8-hour day/40-hour week

9th hour	\$43.63
10th hour	\$43.63
Beyond 10 hours	\$43.63

Saturday

First 8 hours	\$43.63
9th hour	\$43.63
10th hour	\$43.63
Beyond 10 hours	\$43.63

Sunday/Holiday	\$52.60
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Four 10-hour days allowed? - Yes

Make Up Day Allowed? - No

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Laborer -Underground Open Cut - Class VII - Z2	Laborer -Underground Open Cut, Class VII	05/10/2024

Classification Description: Restoration laborer, seeding, sodding, planting, cutting, mulching and topsoil grading and the restoration of property such as replacing mail boxes, wood chips, planter boxes, flagstones etc.

Wage Rates	Straight Time	Time and a Half	Double Time	Overtime Provisions
Total Hourly Wage	\$32.56	\$42.16	\$51.75	Over 8-hour day/40-hour week
Apprentice: 0-1,000 work hours	\$28.54	\$36.12	\$43.71	9th hour \$40.61
Apprentice: 1,001-2,000 work hours	\$29.34	\$37.32	\$45.31	10th hour \$40.61
Apprentice: 2,001-3,000 work hours	\$30.15	\$38.54	\$46.93	Beyond 10 hours \$40.61
Apprentice: 3,001-4,000 work hours	\$31.76	\$40.96	\$50.15	Saturday
				First 8 hours \$40.61
				9th hour \$40.61
				10th hour \$40.61
				Beyond 10 hours \$40.61
				Sunday/Holiday \$48.65

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - No

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Laborer -Underground Open Cut - Class VII - Z3	Laborer -Underground Open Cut, Class VII	05/10/2024

Classification Description: Restoration laborer, seeding, sodding, planting, cutting, mulching and topsoil grading and the restoration of property such as replacing mail boxes, wood chips, planter boxes, flagstones etc.

Wage Rates	Straight Time	Time and a Half	Double Time	Overtime Provisions
Total Hourly Wage	\$31.81	\$39.36	\$46.90	Over 8-hour day/40-hour week
Apprentice: 0-1,000 work hours	\$27.56	\$34.66	\$41.75	9th hour \$39.36
Apprentice: 1,001-2,000 work hours	\$28.30	\$35.76	\$43.23	10th hour \$39.36
Apprentice: 2,001-3,000 work hours	\$29.04	\$36.88	\$44.71	Beyond 10 hours \$39.36
Apprentice: 3,001-4,000 work hours	\$30.52	\$39.10	\$47.67	Saturday
				First 8 hours \$39.36
				9th hour \$39.36
				10th hour \$39.36
				Beyond 10 hours \$39.36
				Sunday/Holiday \$46.90

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - No

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Laborer - Landscape - Class A - Z2	Landscape Laborer	05/10/2024

Classification Description: Class A: Irrigation Foremen and Construction Foremen.

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$32.40	\$42.96	\$53.48

Overtime Provisions

Over 8-hour day/40-hour week

9th hour	\$42.93
10th hour	\$42.93
Beyond 10 hours	\$42.93

Saturday

First 8 hours	\$42.93
9th hour	\$42.93
10th hour	\$42.93
Beyond 10 hours	\$42.93

Sunday/Holiday	\$53.45
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Four 10-hour days allowed? - Yes

Make Up Day Allowed? - No

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Laborer - Landscape - Class A - Z2	Landscape Laborer	05/10/2024

Classification Description: Class A: Irrigation Foremen and Construction Foremen.

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$34.62	\$46.26	\$57.89

Overtime Provisions

Over 8-hour day/40-hour week

9th hour	\$46.26
10th hour	\$46.26
Beyond 10 hours	\$46.26

Saturday

First 8 hours	\$46.26
9th hour	\$46.26
10th hour	\$46.26
Beyond 10 hours	\$46.26

Sunday/Holiday	\$57.89
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Four 10-hour days allowed? - Yes

Make Up Day Allowed? - No

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Class I	Operating Engineer	05/10/2024

Classification Description: Class I - diver/wet tender, engineer, blaster, leverman

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$82.82	\$107.82	\$132.82

Overtime Provisions

Over 8-hour day/40-hour week

9th hour	\$32.82
10th hour	\$107.82
Beyond 10 hours	\$107.82

Saturday

First 8 hours	\$107.82
9th hour	\$107.82
10th hour	\$107.82
Beyond 10 hours	\$107.82

Sunday/Holiday

	\$132.82
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Four 10-hour days allowed? - No

Make Up Day Allowed? - No

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Class II (A)	Operating Engineer	05/10/2024

Classification Description: Class II (A) - Crane/backhoe operator, material handler, all self-propelled drill rigs, mechanic/welder, hydraulic dredge, diver tender

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$81.32	\$105.57	\$129.82

Overtime Provisions

Over 8-hour day/40-hour week

9th hour	\$32.82
10th hour	\$105.57
Beyond 10 hours	\$105.57

Saturday

First 8 hours	\$105.57
9th hour	\$105.57
10th hour	\$105.57
Beyond 10 hours	\$105.57

Sunday/Holiday	\$129.82
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Four 10-hour days allowed? - No

Make Up Day Allowed? - No

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Class II (B)	Operating Engineer	05/10/2024

Classification Description: Class II (B) - friction, lattice boom, tug or tug boat operator

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$84.32	\$110.07	\$135.82

Overtime Provisions

Over 8-hour day/40-hour week

9th hour	\$110.07
10th hour	\$110.07
Beyond 10 hours	\$110.07

Saturday

First 8 hours	\$110.07
9th hour	\$110.07
10th hour	\$110.07
Beyond 10 hours	\$110.07

Sunday/Holiday

\$135.82

Four 10-hour days allowed? - No

Make Up Day Allowed? - No

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Class III	Operating Engineer	05/10/2024

Classification Description: Class III - Deck equip. operator, maintenance of crane or excavator, tug/launch operator, loader/dozer on barge/deck machinery, truck-able tug, lead surveyor, ROV operator, AB deckhand, welder

Wage Rates	Straight Time	Time and a Half	Double Time	Overtime Provisions
Total Hourly Wage	\$76.82	\$98.82	\$120.82	Over 8-hour day/40-hour week
				9th hour \$98.82
				10th hour \$98.82
				Beyond 10 hours \$98.82
				Saturday
				First 8 hours \$98.82
				9th hour \$98.82
				10th hour \$98.82
				Beyond 10 hours \$98.82
				Sunday/Holiday \$120.82

Four 10-hour days allowed? - No

Make Up Day Allowed? - No

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Class IV	Operating Engineer	05/10/2024

Classification Description: Class IV - Deck equipment operator, machineryman/fireman, off road trucks, deck hand, tug engineer, assistant tug operator, blaster helper, deck hand, jet machine, subsea plow, trencher, tug engineer

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$72.32	\$92.07	\$111.82

Overtime Provisions	
Over 8-hour day/40-hour week	
9th hour	\$32.82
10th hour	\$92.07
Beyond 10 hours	\$92.07
Saturday	
First 8 hours	\$92.07
9th hour	\$92.07
10th hour	\$92.07
Beyond 10 hours	\$92.07
Sunday/Holiday	\$111.82

Four 10-hour days allowed? - No

Make Up Day Allowed? - No

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Extended Boom Forklift Operator - Over 5,000	Operating Engineer	05/10/2024

Classification Description: Extended boom forklift/forktruck over 5,000lb capacity, 1 drum hoist

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$41.43	\$54.43	\$67.42

Overtime Provisions

Over 8-hour day/40-hour week	
9th hour	\$54.43
10th hour	\$54.43
Beyond 10 hours	\$67.42
Saturday	
First 8 hours	\$54.43
9th hour	\$54.43
10th hour	\$54.43
Beyond 10 hours	\$67.42
Sunday/Holiday	
	\$67.42

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - No

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Extended Boom Forklift Operator - Over 5,000	Operating Engineer	05/10/2024

Classification Description: Extended boom forklift/forktruck over 5,000lb capacity, 1 drum hoist

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$58.82	\$73.32	\$87.81

Overtime Provisions

Over 8-hour day/40-hour week	
9th hour	\$73.32
10th hour	\$73.32
Beyond 10 hours	\$87.81
Saturday	
First 8 hours	\$73.32
9th hour	\$73.32
10th hour	\$73.32
Beyond 10 hours	\$87.81
Sunday/Holiday	
	\$87.81

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - No

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Extended Boom Forklift Operator - Over 5,000	Operating Engineer	05/10/2024

Classification Description: Extended boom forklift/forktruck over 5,000lb capacity, 1 drum hoist

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$64.70	\$81.75	\$98.80

Overtime Provisions

Over 8-hour day/40-hour week	
9th hour	\$81.75
10th hour	\$81.75
Beyond 10 hours	\$98.80
Saturday	
First 8 hours	\$81.75
9th hour	\$81.75
10th hour	\$81.75
Beyond 10 hours	\$98.80
Sunday/Holiday	
	\$98.80

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - No

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Extended Boom Forklift Operator - Over 5,000	Operating Engineer	05/10/2024

Classification Description: Extended boom forklift/forktruck over 5,000lb capacity, 1 drum hoist

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$69.61	\$88.88	\$108.15

Overtime Provisions

Over 8-hour day/40-hour week	
9th hour	\$88.88
10th hour	\$88.88
Beyond 10 hours	\$108.15
Saturday	
First 8 hours	\$88.88
9th hour	\$88.88
10th hour	\$88.88
Beyond 10 hours	\$108.15
Sunday/Holiday	
	\$108.15

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - No

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Extended Boom Forklift Operator - Over 5,000	Operating Engineer	05/10/2024

Classification Description: Extended boom forklift/forktruck over 5,000lb capacity, 1 drum hoist

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$63.29	\$79.73	\$96.16

Overtime Provisions

Over 8-hour day/40-hour week	
9th hour	\$79.73
10th hour	\$79.73
Beyond 10 hours	\$96.16
Saturday	
First 8 hours	\$79.73
9th hour	\$79.73
10th hour	\$79.73
Beyond 10 hours	\$96.16
Sunday/Holiday	
	\$96.16

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - No

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Journeyman - Class I	Operating Engineer	05/17/2024

Classification Description: Journeyman - Class I

Asphalt Transfer Machine (Shuttle Buggy)

Concrete/Asphalt Pavers

Excavators Installing Utilities over 20 feet in depth

GPS or Electronic Grade Equipment (employee must be able to set up and use it on machine themselves, and employee can install it and calibrate it on their own)

Hydraulic/Lattice Lifting Cranes over 25 tons

Mechanic

**On bridge construction projects when a Class I Crane Operator is erecting structural components as part of a composite crew with Structural Ironworkers, the Base Rate and Vacation and Holiday pay shall be at the Crane Operator rate as set forth in the current agreement between the Union and the Great Lakes Fabricators and Erectors Association.

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$69.17	\$88.16	\$107.14
Apprentice: Apprentice Engineer 0-6 months	\$56.03	\$71.32	\$86.60
Apprentice: Apprentice Engineer 13-18	\$60.40	\$77.87	\$95.34
Apprentice: Apprentice Engineer 19-24 months	\$62.21	\$80.59	\$98.96
Apprentice: Apprentice Engineer 25-30 months	\$64.76	\$84.42	\$104.06
Apprentice: Apprentice Engineer 31-36 months	\$67.08	\$87.90	\$108.70
Apprentice: Apprentice Engineer 7-12 months	\$58.21	\$74.58	\$90.96

Overtime Provisions

Over 8-hour day/40-hour week	
9th hour	\$88.16
10th hour	\$88.16
Beyond 10 hours	\$88.16
Saturday	
First 8 hours	\$88.16
9th hour	\$88.16
10th hour	\$88.16
Beyond 10 hours	\$88.16
Sunday/Holiday	
	\$107.14

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - Yes

In the event work is unable to be performed on account of weather, Monday through Thursday, the Friday work may be scheduled for ten (10) hours, at straight time, as a make-up day.

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Journeyman - Class II	Operating Engineer	05/17/2024

Classification Description: Journeyman - Class II

- Air Compressors in Manifold with throttle valve +750 cfm
- Asphalt Bituminous Compactor / Roller
- Asphalt Planner self-propelled
- Asphalt Plant on project including operating from on site or operating remotely
- Asphalt Screed or Screw (per Employer Past Practice)
- Auto Grade or similar type machine
- Backhoe on Farm Type Tractor 45 H.P. & over
- Ballast Jack Tamper
- Ballast Regulator (R.R.)
- Batch Plant (concrete-central mix)
- Bituminous Paver (self-propelled)
- Blade Grader
- Bull Dozer
- Caisson Drilling Machine
- Cherry Picker – 15 ton or over
- Chip Spreader
- Concrete Batch or Drum Mix Plant on project including operating from on site or operating remotely
- Concrete Belt Placer (Formless)
- Concrete Cure / Finish Machine (burlap, tinning or grooving)
- Concrete Mixer 21 cu. Ft. Or over
- Concrete Pump (Truck Mount)
- Concrete Pump (3 inch and over)
- Concrete / Asphalt Saw Power Driven (3 yrs experience or more)
- Conveyor Loader (Euclid type)
- Core Drilling Machine
- Curb-Barrier Wall Machine CMI type
- Directional Drill / Boring Machine
- Dredge Engineer
- Dredge
- Drilling Machine on which the drill is an integral part
- Earth Mover – rubber tired – (paddle wheel, Cat 619, 631, TS-24 or similar type)
- Earth Mover rubber tired-tandem

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$68.02	\$86.51	\$104.99

Overtime Provisions

Over 8-hour day/40-hour week

9th hour	\$86.50
10th hour	\$86.50
Beyond 10 hours	\$86.50

Saturday

First 8 hours	\$86.50
9th hour	\$86.50
10th hour	\$86.50
Beyond 10 hours	\$86.50

Sunday/Holiday	\$104.99
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Four 10-hour days allowed? - Yes

Make Up Day Allowed? - No

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Journeyman - Class III	Operating Engineer	05/17/2024

Classification Description: Journeyman - Class III
Air Compressor with Throttle Valve or Clever Brooks type comb.
Backhoe less than 1 cyd. Including Farm Type
Bituminous Plant Engineer
Chemical / Grout Machine 21 cft. Or larger
Cherry Picker under 15 ton
Chip Spreader (self-propelled)
Crusher
Concrete Barrier Moving Machine (per Employer Past Practice)
Concrete Pump
Concrete Spreader--Power Driven
End Loader under 1-1/2 cu yd.
Grease Truck
Gunit Machine
Lowboy (per Employer Past Practice)
Mesh or Steel Placer (motorized)
Multiple Tamping Machine (R.R.)
Refrigerating Machine--Freezing operation
Roller-Waterbound Macadam, Bituminous Macadam, Brick
Ross Carrier
Self-propelled convey transfer devise.
Side Boom Tractor (smaller than D-4 type or equivalent)
Sweeper (Wayne type and similar equipment)
Macadam, Brick Surface
Trench Machine 24" and under
Tube Float (motorized)

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$61.29	\$76.85	\$92.41

Overtime Provisions

Over 8-hour day/40-hour week

9th hour	\$30.17
10th hour	\$76.85
Beyond 10 hours	\$76.85

Saturday

First 8 hours	\$76.85
9th hour	\$76.85
10th hour	\$76.85
Beyond 10 hours	\$76.85

Sunday/Holiday	\$92.41
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Four 10-hour days allowed? - Yes

Make Up Day Allowed? - No

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Journeyman - Class IV	Operating Engineer	05/17/2024

Classification Description: Journeyman - Class IV

- Air Compressor
- All mulching equipment
- All Walk Behind or Remote Control Powered Equipment (autonomous equipment)
- Assistant to Engineer Automatic Dry Batch Plant Belt Spreader (motorized including transfer device by remote, wireless or cable)
- Bituminous Distributor
- Bituminous Patching Machine
- Broom & Belt Machine
- Chair Cart (self-propelled)
- Concrete Pumps (under 3")
- Concrete Breaker
- Curb Machine
- Curing Equipment (self-propelled)
- Deck Hand
- Digger Post Hole (power-driven)
- Dump Truck
- End Dumps (per Employer Past Practice)
- End Loader (under ¾ yard capacity)
- Farm Tractor-incl. farm tractor with all attachments except backhoe and incl. highlift end loaders of 1 cu. Yard capacity or less
- Fireman (on boiler)
- Fork Lift – under 10 ton
- Form Grader (if motorized)
- Georgia Buggy – Power wheel barrel ¾ yard with a seat
- Generator (15 kw or greater)
- Greaser Helper
- Guard Post Driver (power driven)

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$60.73	\$76.05	\$91.36

Overtime Provisions

Over 8-hour day/40-hour week

9th hour	\$76.05
10th hour	\$76.05
Beyond 10 hours	\$76.05

Saturday

First 8 hours	\$76.05
9th hour	\$76.05
10th hour	\$76.05
Beyond 10 hours	\$76.05

Sunday/Holiday	\$91.36
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Four 10-hour days allowed? - Yes

Make Up Day Allowed? - No

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Journeyman - Class V	Operating Engineer	05/17/2024

Classification Description: Journeyman - Class V
 Concrete/Asphalt Saw - Power Driven (Less than 3 yrs. experience)
 Density/Soil Engineer
 Directional Boring Utility Man
 Discharge Pumps 4" or less (1-4 units)
 Dumper (Wagon, Truck, Etc.)-½ yard or less
 Fence Erector/Power Driven
 Light Plants (1 to 5 units)
 Paving Batch Truck Dumper
 Roto Mill Utility Grade Control
 Sign Installer/Sign Installer with Remote Control Operated Equipment
 Top Man, And Railroad Track and Trestle Engineer
 Utility Engineer
 Water Blasting Utility Engineer
 1 to 4 pcs. of minor equip.

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$42.35	\$55.33	\$68.31

Overtime Provisions

Over 8-hour day/40-hour week	
9th hour	\$55.33
10th hour	\$55.33
Beyond 10 hours	\$55.33
Saturday	
First 8 hours	\$55.33
9th hour	\$55.33
10th hour	\$55.33
Beyond 10 hours	\$55.33
Sunday/Holiday	
	\$68.31

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - No

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Operating Engineer - 324 A120	Operating Engineer	05/10/2024

Classification Description: Crane with boom & jib or leads 120' or longer

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$76.41	\$98.55	\$120.69

Overtime Provisions

Over 8-hour day/40-hour week

9th hour	\$98.55
10th hour	\$98.55
Beyond 10 hours	\$98.55

Saturday

First 8 hours	\$98.55
9th hour	\$98.55
10th hour	\$98.55
Beyond 10 hours	\$98.55

Sunday/Holiday	\$120.69
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Four 10-hour days allowed? - Yes

Make Up Day Allowed? - No

Overtime Rate Comment: Double time over 12 Mon-Sat

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Operating Engineer - 324 A140	Operating Engineer	05/10/2024

Classification Description: Crane with boom & jib or leads 140' or longer

Work in excess of 12 per day M-F shall be paid at double time.

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$77.59	\$100.24	\$122.89

Overtime Provisions

Over 8-hour day/40-hour week

9th hour	\$100.24
10th hour	\$100.24
Beyond 10 hours	\$100.24

Saturday

First 8 hours	\$100.24
9th hour	\$100.24
10th hour	\$100.24
Beyond 10 hours	\$100.24

Sunday/Holiday	\$122.89
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Four 10-hour days allowed? - Yes

Make Up Day Allowed? - No

Overtime Rate Comment: Double time after 12 hours Mon-Sat

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Operating Engineer - 324 A220	Operating Engineer	05/10/2024

Classification Description: Crane with boom & jib or leads 220' or longer
 Work in excess of 12 per day M-F shall be paid at double time.

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$77.86	\$100.63	\$123.40

Overtime Provisions

Over 8-hour day/40-hour week

9th hour	\$100.63
10th hour	\$100.63
Beyond 10 hours	\$100.63

Saturday

First 8 hours	\$100.63
9th hour	\$100.63
10th hour	\$100.63
Beyond 10 hours	\$100.63

Sunday/Holiday	\$123.40
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Four 10-hour days allowed? - Yes

Make Up Day Allowed? - No

Overtime Rate Comment: Double time after 12 hours Mon-Sat

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Operating Engineer - 324 B120	Operating Engineer	06/20/2024

Classification Description: Crane Operator w/120' of Boom or Longer w/Oiler

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$77.41	\$99.99	\$122.56

Overtime Provisions

Over 8-hour day/40-hour week

9th hour	\$99.98
10th hour	\$99.98
Beyond 10 hours	\$99.98

Saturday

First 8 hours	\$99.98
9th hour	\$99.98
10th hour	\$99.98
Beyond 10 hours	\$99.98

Sunday/Holiday \$122.56

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - No

Overtime Rate Comment: Double time after 12 Mon-Sat

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Operating Engineer - 324 GM	Operating Engineer	06/20/2024

Classification Description: Ground Man/Light Plants/Welder/Pumps Under 6"

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$43.83	\$57.87	\$71.91

Overtime Provisions

Over 8-hour day/40-hour week

9th hour	\$57.87
10th hour	\$57.87
Beyond 10 hours	\$57.87

Saturday

First 8 hours	\$57.87
9th hour	\$57.87
10th hour	\$57.87
Beyond 10 hours	\$57.87

Sunday/Holiday	\$71.91
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Four 10-hour days allowed? - Yes

Make Up Day Allowed? - No

Overtime Rate Comment: Double time after 12 Mon-Sat

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Operating Engineer - AC	Operating Engineer	05/10/2024

Classification Description: Compressor or Welding Machine

Four 10 hour days may be scheduled Monday-Thursday or Tuesday-Friday. Work not performed due to weather, Monday-Thursday may be scheduled on Friday.

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$56.05	\$69.32	\$82.58

Overtime Provisions

Over 8-hour day/40-hour week	
9th hour	\$69.32
10th hour	\$69.32
Beyond 10 hours	\$69.32
Saturday	
First 8 hours	\$69.32
9th hour	\$82.58
10th hour	\$82.58
Beyond 10 hours	\$82.58
Sunday/Holiday	
	\$82.58

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - Yes

Friday

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Operating Engineer - Below 5,000lb Capacity	Operating Engineer	06/20/2024

Classification Description: Ind. forklift/forktruck under 5,000lb capacity
power jacks/power packs, composite crew only

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$67.10	\$85.19	\$103.28

Overtime Provisions

Over 8-hour day/40-hour week

9th hour	\$85.19
10th hour	\$85.19
Beyond 10 hours	\$85.19

Saturday

First 8 hours	\$85.19
9th hour	\$85.19
10th hour	\$85.19
Beyond 10 hours	\$85.19

Sunday/Holiday	\$103.28
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Four 10-hour days allowed? - Yes

Make Up Day Allowed? - No

Overtime Rate Comment: Double time after 12 Mon-Sat

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Operating Engineer - Crane Operator w/Oiler	Operating Engineer	06/20/2024

Classification Description: Crane Operator w/Oiler

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$77.05	\$99.47	\$121.89

Overtime Provisions

Over 8-hour day/40-hour week	
9th hour	\$99.47
10th hour	\$99.47
Beyond 10 hours	\$99.47
Saturday	
First 8 hours	\$99.47
9th hour	\$99.47
10th hour	\$99.47
Beyond 10 hours	\$99.47
Sunday/Holiday	
	\$121.89

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - No

Overtime Rate Comment: Double time after 12 Mon-Sat

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Operating Engineer - Crane, TDH, Excavator	Operating Engineer	06/20/2024

Classification Description: Crane Operator, Job Mechanic, Three Drum Hoist and Excavator

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$76.05	\$98.04	\$120.02
Apprentice: Apprentice Engineer 0-6 months	\$60.84	\$78.54	\$96.24
Apprentice: Apprentice Engineer 13-18 months	\$65.90	\$86.13	\$106.36
Apprentice: Apprentice Engineer 19-24 months	\$68.42	\$89.92	\$111.40
Apprentice: Apprentice Engineer 25-30 months	\$70.95	\$93.71	\$116.46
Apprentice: Apprentice Engineer 31-36 months	\$73.48	\$97.50	\$121.52
Apprentice: Apprentice Engineer 7-12 months	\$63.40	\$82.38	\$101.36

Overtime Provisions

Over 8-hour day/40-hour week	
9th hour	\$98.03
10th hour	\$98.03
Beyond 10 hours	\$98.03
Saturday	
First 8 hours	\$98.03
9th hour	\$98.03
10th hour	\$98.03
Beyond 10 hours	\$98.03
Sunday/Holiday	
	\$120.02

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - No

Overtime Rate Comment: Double time after 12 Mon-Sat

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Operating Engineer - CW	Operating Engineer	05/10/2024

Classification Description: Compressor or welding machine
 Work in excess of 12 per day M-F shall be paid at double time.

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$54.86	\$69.72	\$84.58

Overtime Provisions

Over 8-hour day/40-hour week

9th hour	\$67.78
10th hour	\$67.78
Beyond 10 hours	\$67.78

Saturday

First 8 hours	\$67.78
9th hour	\$80.70
10th hour	\$80.70
Beyond 10 hours	\$80.70

Sunday/Holiday	\$80.70
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Four 10-hour days allowed? - Yes

Make Up Day Allowed? - No

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Operating Engineer - F	Operating Engineer	05/10/2024

Classification Description: Forklift, lull, extend-a-boom forklift
 Work in excess of 12 per day M-F shall be paid at double time.

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$63.36	\$79.81	\$96.25

Overtime Provisions

Over 8-hour day/40-hour week

9th hour	\$79.81
10th hour	\$79.81
Beyond 10 hours	\$79.81

Saturday

First 8 hours	\$79.81
9th hour	\$96.25
10th hour	\$96.25
Beyond 10 hours	\$96.25

Sunday/Holiday	\$96.25
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Four 10-hour days allowed? - Yes

Make Up Day Allowed? - No

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Operating Engineer - FO	Operating Engineer	05/10/2024

Classification Description: Fireman or Oiler

Four 10 hour days may be scheduled Monday-Thursday or Tuesday-Friday. Work not performed due to weather, Monday-Thursday may be scheduled on Friday.

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$55.02	\$67.84	\$80.65

Overtime Provisions

Over 8-hour day/40-hour

week

9th hour	\$67.84
10th hour	\$67.84
Beyond 10 hours	\$67.84

Saturday

First 8 hours	\$67.84
9th hour	\$80.65
10th hour	\$80.65
Beyond 10 hours	\$80.65

Sunday/Holiday

\$80.65

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - Yes

Friday

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Operating Engineer - FO	Operating Engineer	05/10/2024

Classification Description: Fireman or oiler

Work in excess of 12 per day M-F shall be paid at double time.

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$53.83	\$68.18	\$82.52

Overtime Provisions

Over 8-hour day/40-hour week

9th hour	\$66.31
10th hour	\$66.31
Beyond 10 hours	\$66.31

Saturday

First 8 hours	\$66.31
9th hour	\$78.78
10th hour	\$78.78
Beyond 10 hours	\$78.78

Sunday/Holiday	\$78.78
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Four 10-hour days allowed? - Yes

Make Up Day Allowed? - No

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Operating Engineer - FSM	Operating Engineer	05/10/2024

Classification Description: Forklift or Straight Mast

Four 10 hour days may be scheduled M-Th or T-F. Work not performed due to weather on M-Th may be scheduled on Friday

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$57.50	\$71.40	\$85.29

Overtime Provisions

Over 8-hour day/40-hour week	
9th hour	\$71.40
10th hour	\$71.40
Beyond 10 hours	\$71.40
Saturday	
First 8 hours	\$71.40
9th hour	\$85.29
10th hour	\$85.29
Beyond 10 hours	\$85.29
Sunday/Holiday	
	\$85.29

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - Yes

Friday

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Operating Engineer - I	Operating Engineer	05/10/2024

Classification Description: Lull or Extend-a-Boom Forklift

Four 10 hour days may be scheduled M-Th or T-F. Work not performed due to weather on M-Th may be scheduled on Friday

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$59.73	\$77.09	\$94.45

Overtime Provisions

Over 8-hour day/40-hour week

9th hour	\$74.83
10th hour	\$74.83
Beyond 10 hours	\$74.83

Saturday

First 8 hours	\$74.83
9th hour	\$89.92
10th hour	\$89.92
Beyond 10 hours	\$89.92

Sunday/Holiday	\$89.92
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Four 10-hour days allowed? - Yes

Make Up Day Allowed? - Yes

Friday

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Operating Engineer - os120	Operating Engineer	05/10/2024

Classification Description: Crane with main boom & jib 120' or longer

Four 10 hour days may be scheduled Monday-Thursday or Tuesday-Friday. Worked not performed due to weather, Monday-Thursday may be scheuled Friday

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$63.27	\$82.40	\$101.53

Overtime Provisions

Over 8-hour day/40-hour week	
9th hour	\$79.91
10th hour	\$79.91
Beyond 10 hours	\$79.91
Saturday	
First 8 hours	\$79.91
9th hour	\$96.54
10th hour	\$96.54
Beyond 10 hours	\$96.54
Sunday/Holiday	
	\$96.54

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - Yes

Friday

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Operating Engineer - OSA	Operating Engineer	05/10/2024

Classification Description: Crane w/ main Boom & Jib 220' or longer

Four 10 hour days may be scheduled Monday-Thursday or Tuesday-Friday. Work not performed due to weather, Monday-Thursday may be scheduled on Friday.

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$64.38	\$84.07	\$103.75

Overtime Provisions

Over 8-hour day/40-hour week	
9th hour	\$81.50
10th hour	\$81.50
Beyond 10 hours	\$81.50
Saturday	
First 8 hours	\$81.50
9th hour	\$98.61
10th hour	\$98.61
Beyond 10 hours	\$98.61
Sunday/Holiday	
	\$98.61

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - Yes

Friday

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Operating Engineer - OSA3	Operating Engineer	05/10/2024

Classification Description: Crane w/ main Boom & Jib 300' or longer

Four 10 hour days may be scheduled Monday-Thursday or Tuesday-Friday. Work unable to be performed due to weather, Monday-Thursday may be scheduled on Friday.

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$65.89	\$86.33	\$106.77

Overtime Provisions

Over 8-hour day/40-hour week	
9th hour	\$83.67
10th hour	\$83.67
Beyond 10 hours	\$83.67
Saturday	
First 8 hours	\$83.67
9th hour	\$101.44
10th hour	\$101.44
Beyond 10 hours	\$101.44
Sunday/Holiday	
	\$101.44

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - Yes

Friday

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Operating Engineer - OSA4	Operating Engineer	05/10/2024

Classification Description: Crane w/ main Boom & Jib 400' or longer

Four 10 hour days may be scheduled Monday-Thursday or Tuesday-Friday. Work not performed due to weather, Monday-Thursday may be scheduled on Friday.

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$78.46	\$101.49	\$124.52

Overtime Provisions

Over 8-hour day/40-hour week	
9th hour	\$101.49
10th hour	\$101.49
Beyond 10 hours	\$101.49
Saturday	
First 8 hours	\$101.49
9th hour	\$101.49
10th hour	\$101.49
Beyond 10 hours	\$101.49
Sunday/Holiday	
	\$124.52

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - Yes

Friday

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Operating Engineer - OSB	Operating Engineer	05/10/2024

Classification Description: Crane with main boom and jib 140' or longer

Four 10 hour days may be scheduled Monday-Thursday or Tuesday-Friday. Work unable to be performed due to weather, Monday-Thursday may be scheduled on Friday.

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$64.09	\$83.63	\$103.17

Overtime Provisions

Over 8-hour day/40-hour week	
9th hour	\$81.08
10th hour	\$81.08
Beyond 10 hours	\$81.08
Saturday	
First 8 hours	\$81.08
9th hour	\$98.07
10th hour	\$98.07
Beyond 10 hours	\$98.07
Sunday/Holiday	
	\$98.07

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - Yes

Friday

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Operating Engineer - RC	Operating Engineer	05/10/2024

Classification Description: Regular Crane Operator, Job Mechanic, Concrete Pump with Boom

Four 10 hour days may be scheduled Monday-Thursday or Tuesday-Friday. Work not performed due to weather, Monday-Thursday may be scheduled on Friday.

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$66.04	\$83.65	\$101.26
Apprentice: 0-999 hours	\$51.13	\$64.18	\$77.22
Apprentice: 1,000-1,999 hours	\$52.99	\$66.96	\$80.94
Apprentice: 2,000-2,999 hours	\$54.86	\$69.77	\$84.68
Apprentice: 3,000-3,999 hours	\$56.72	\$72.56	\$88.40
Apprentice: 4,000-4,999 hours	\$58.59	\$75.36	\$92.14
Apprentice: 5,000-5,999 hours	\$60.44	\$78.15	\$95.84

Overtime Provisions

Over 8-hour day/40-hour week	
9th hour	\$83.65
10th hour	\$83.65
Beyond 10 hours	\$83.65
Saturday	
First 8 hours	\$83.65
9th hour	\$101.26
10th hour	\$101.26
Beyond 10 hours	\$101.26
Sunday/Holiday	
	\$101.26

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - Yes

Friday

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Operating Engineer - RE	Operating Engineer	05/10/2024

Classification Description: Regular Engineer, Hydro Excavator & Remote Controlled Concrete Breaker

Four 10 hour days may be scheduled Monday-Thursday or Tuesday-Friday. Work not performed due to weather, Monday-Thursday may be scheduled on Friday.

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$65.07	\$82.26	\$99.44
Apprentice: 1,000-1,999 hours	\$55.19	\$70.02	\$84.84
Apprentice: 1-999 hours	\$53.21	\$67.02	\$80.85
Apprentice: 2,000-2,999 hours	\$57.16	\$72.97	\$88.78
Apprentice: 3,000-3,999 hours	\$59.13	\$75.93	\$92.72
Apprentice: 4,000-4,999 hours	\$61.11	\$78.90	\$96.68
Apprentice: 5,000-5,999 hours	\$63.09	\$81.87	\$100.64

Overtime Provisions

Over 8-hour day/40-hour week	
9th hour	\$82.26
10th hour	\$82.26
Beyond 10 hours	\$82.26
Saturday	
First 8 hours	\$82.26
9th hour	\$99.44
10th hour	\$99.44
Beyond 10 hours	\$99.44
Sunday/Holiday	
	\$99.44

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - Yes

Friday

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Operating Engineer - Skidsteer Operator	Operating Engineer	06/20/2024

Classification Description: Skidsteer forklift when working with fence and Door companies

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$65.69	\$83.17	\$100.65

Overtime Provisions

Over 8-hour day/40-hour week	
9th hour	\$83.17
10th hour	\$83.17
Beyond 10 hours	\$83.17
Saturday	
First 8 hours	\$83.17
9th hour	\$83.17
10th hour	\$83.17
Beyond 10 hours	\$83.17
Sunday/Holiday	
	\$100.65

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - No

Overtime Rate Comment: Double time after 12 Mon-Sat

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Operating Engineer - TDH, Backhoe	Operating Engineer	06/20/2024

Classification Description: Hoisting Operator, Two Drum Hoist, Rubber Tire Backhoe

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$75.41	\$97.11	\$118.82

Overtime Provisions

Over 8-hour day/40-hour week

9th hour	\$97.11
10th hour	\$97.11
Beyond 10 hours	\$97.11

Saturday

First 8 hours	\$97.11
9th hour	\$97.11
10th hour	\$97.11
Beyond 10 hours	\$97.11

Sunday/Holiday \$118.82

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - No

Overtime Rate Comment: Double time after 12 Mon-Sat

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Marine Construction and Dredging Class I	Operating Engineer - Marine Construction	08/14/2024

Classification Description: Craft Foreman, Diver/Wet Tender, Engineer, Engineer (hydraulic dredge), Blaster

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$84.30	\$110.05	\$135.80

Overtime Provisions

Over 8-hour day/40-hour week	
9th hour	\$110.05
10th hour	\$110.05
Beyond 10 hours	\$110.05
Saturday	
First 8 hours	\$110.05
9th hour	\$110.05
10th hour	\$110.05
Beyond 10 hours	\$110.05
Sunday/Holiday	
	\$135.80

Four 10-hour days allowed? - No

Make Up Day Allowed? - No

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Marine Construction and Dredging Class II A	Operating Engineer - Marine Construction	08/14/2024

Classification Description: Crane, Backhoe, Material Handler, All Self-Propelled Drill Rigs, Mechanic/Welder, Asst. Engineer (hydraulic dredge), Leverman (hydraulic dredge), Diver Tender.

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$82.80	\$107.80	\$132.80

Overtime Provisions

Over 8-hour day/40-hour week

9th hour	\$107.80
10th hour	\$107.80
Beyond 10 hours	\$107.80

Saturday

First 8 hours	\$107.80
9th hour	\$107.80
10th hour	\$107.80
Beyond 10 hours	\$107.80

Sunday/Holiday	\$132.80
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Four 10-hour days allowed? - No

Make Up Day Allowed? - No

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Marine Construction and Dredging Class II B	Operating Engineer - Marine Construction	08/14/2024

Classification Description: Friction, Lattice Boom, or Crane License Cert., Endorse Tug or Tow Boat Operator

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$85.80	\$112.30	\$138.80

Overtime Provisions

Over 8-hour day/40-hour week	
9th hour	\$112.30
10th hour	\$112.30
Beyond 10 hours	\$112.30
Saturday	
First 8 hours	\$112.30
9th hour	\$112.30
10th hour	\$112.30
Beyond 10 hours	\$112.30
Sunday/Holiday	
	\$138.80

Four 10-hour days allowed? - No

Make Up Day Allowed? - No

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Marine Construction and Dredging Class III	Operating Engineer - Marine Construction	08/14/2024

Classification Description: Deck Equipment Operator, (Machineryman), Maintenance of Crane, Tug/Launch Operator, Loader/Dozer on Barge, Deck Machinery, etc.

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$78.30	\$101.05	\$123.80

Overtime Provisions

Over 8-hour day/40-hour week

9th hour	\$101.05
10th hour	\$101.05
Beyond 10 hours	\$101.05

Saturday

First 8 hours	\$101.05
9th hour	\$101.05
10th hour	\$101.05
Beyond 10 hours	\$101.05

Sunday/Holiday	\$123.80
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Four 10-hour days allowed? - No

Make Up Day Allowed? - No

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Marine Construction and Dredging Class IV	Operating Engineer - Marine Construction	08/14/2024

Classification Description: Deck Equipment Operator, Machineryman/Fireman, (4 equipment units or more), Off Road Trucks, Deck Hand, Tug/Engineer, Crane Maint. (50 ton and under/Backhoe 115,000 lbs. or less), Asst. Tug Operator, Blaster Helper.

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$73.35	\$93.85	\$114.35

Overtime Provisions

Over 8-hour day/40-hour week

9th hour	\$93.85
10th hour	\$93.85
Beyond 10 hours	\$93.85

Saturday

First 8 hours	\$93.85
9th hour	\$93.85
10th hour	\$93.85
Beyond 10 hours	\$93.85

Sunday/Holiday	\$114.35
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Four 10-hour days allowed? - No

Make Up Day Allowed? - No

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Crane Operator - 324 B400	Operating Engineer Steel Work	06/20/2024

Classification Description: Crane Operator w/400' Boom or Longer w/Oiler

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$81.86	\$106.37	\$130.88

Overtime Provisions

Over 8-hour day/40-hour week

9th hour	\$106.37
10th hour	\$106.37
Beyond 10 hours	\$106.37

Saturday

First 8 hours	\$106.37
9th hour	\$106.37
10th hour	\$106.37
Beyond 10 hours	\$106.37

Sunday/Holiday	\$130.88
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Four 10-hour days allowed? - Yes

Make Up Day Allowed? - No

Overtime Rate Comment: Double time over 12 hours Mon-Sat

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Operating Engineer - 324 A300	Operating Engineer Steel Work	06/20/2024

Classification Description: Crane with boom & jib or leads 300' or longer
Work in excess of 12 per day M-F shall be paid at double time.

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$79.36	\$102.78	\$126.20

Overtime Provisions

Over 8-hour day/40-hour week

9th hour	\$102.78
10th hour	\$102.78
Beyond 10 hours	\$102.78

Saturday

First 8 hours	\$102.78
9th hour	\$102.78
10th hour	\$102.78
Beyond 10 hours	\$102.78

Sunday/Holiday	\$126.20
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Four 10-hour days allowed? - Yes

Make Up Day Allowed? - No

Overtime Rate Comment: Double time over 12 hours Mon-Sat.

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Operating Engineer - 324 A400	Operating Engineer Steel Work	06/20/2024

Classification Description: Crane with boom & jib or leads 400' or longer
 Work in excess of 12 per day M-F shall be paid at double time.

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$80.86	\$104.94	\$129.01

Overtime Provisions

Over 8-hour day/40-hour week	
9th hour	\$104.93
10th hour	\$104.93
Beyond 10 hours	\$104.93
Saturday	
First 8 hours	\$104.93
9th hour	\$104.93
10th hour	\$104.93
Beyond 10 hours	\$104.93
Sunday/Holiday	
	\$129.01

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - No

Overtime Rate Comment: Double time over 12 hours/day Mon-Sat

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Operating Engineer - 324 A50	Operating Engineer Steel Work	06/20/2024

Classification Description: Tower Crane & Derrick Operator 50' or More

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$77.14	\$99.59	\$122.05

Overtime Provisions

Over 8-hour day/40-hour week

9th hour	\$99.59
10th hour	\$99.59
Beyond 10 hours	\$99.59

Saturday

First 8 hours	\$99.59
9th hour	\$99.59
10th hour	\$99.59
Beyond 10 hours	\$99.59

Sunday/Holiday	\$122.05
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Four 10-hour days allowed? - Yes

Make Up Day Allowed? - No

Overtime Rate Comment: Double time after 12 Mon-Sat

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Operating Engineer - 324 B140	Operating Engineer Steel Work	06/20/2024

Classification Description: Crane Operator w/140' of /Boom or Longer w/Oiler

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$78.59	\$101.68	\$124.76

Overtime Provisions

Over 8-hour day/40-hour week

9th hour	\$101.67
10th hour	\$101.67
Beyond 10 hours	\$101.67

Saturday

First 8 hours	\$101.67
9th hour	\$101.67
10th hour	\$101.67
Beyond 10 hours	\$101.67

Sunday/Holiday	\$124.76
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Four 10-hour days allowed? - Yes

Make Up Day Allowed? - No

Overtime Rate Comment: Double time after 12 Mon-Sat

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Operating Engineer - 324 B220	Operating Engineer Steel Work	06/20/2024

Classification Description: Crane Operator w/220' of Boom or Longer w/Oiler

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$78.86	\$100.76	\$123.97

Overtime Provisions

Over 8-hour day/40-hour week

9th hour	\$102.06
10th hour	\$102.06
Beyond 10 hours	\$102.06

Saturday

First 8 hours	\$102.06
9th hour	\$102.06
10th hour	\$102.06
Beyond 10 hours	\$102.06

Sunday/Holiday	\$125.27
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Four 10-hour days allowed? - Yes

Make Up Day Allowed? - No

Overtime Rate Comment: Double time after 12 hours Mon-Sat

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Operating Engineer - 324 B300	Operating Engineer Steel Work	06/20/2024

Classification Description: Crane Operator w/300' of Boom or Longer w/Oiler

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$80.36	\$104.22	\$128.07

Overtime Provisions

Over 8-hour day/40-hour week

9th hour	\$104.22
10th hour	\$104.22
Beyond 10 hours	\$104.22

Saturday

First 8 hours	\$104.22
9th hour	\$104.22
10th hour	\$104.22
Beyond 10 hours	\$104.22

Sunday/Holiday	\$128.07
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Four 10-hour days allowed? - Yes

Make Up Day Allowed? - No

Overtime Rate Comment: Double time over 12 hours Mon-Sat

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Operating Engineer - 324 B50	Operating Engineer Steel Work	06/20/2024

Classification Description: Tower Crane & Derrick Operator 50' or more w/Oiler

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$78.14	\$101.03	\$123.92

Overtime Provisions

Over 8-hour day/40-hour week	
9th hour	\$101.03
10th hour	\$101.03
Beyond 10 hours	\$101.03
Saturday	
First 8 hours	\$101.03
9th hour	\$101.03
10th hour	\$101.03
Beyond 10 hours	\$101.03
Sunday/Holiday	
	\$123.92

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - No

Overtime Rate Comment: Double time after 12 Mon-Sat

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Operating Engineer - 324 PRE60118	Operating Engineer Steel Work	06/20/2024

Classification Description: Oiler/pumps over 6" **Applies to Operators who have previously worked under this classification PRIOR to 6/1/18**

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$61.22	\$76.76	\$92.29

Overtime Provisions

Over 8-hour day/40-hour

week

9th hour	\$76.75
10th hour	\$76.75
Beyond 10 hours	\$76.75

Saturday

First 8 hours	\$76.75
9th hour	\$76.75
10th hour	\$76.75
Beyond 10 hours	\$76.75

Sunday/Holiday

\$92.29

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - No

Overtime Rate Comment: Double time after 12 Mon-Sat

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Operating Engineer - EF	Operating Engineer Steel Work	05/10/2024

Classification Description: Extended boom forklift over 5,000 lb capacity, 1 Drum Hoist

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$72.21	\$92.53	\$112.84

Overtime Provisions

Over 8-hour day/40-hour week	
9th hour	\$92.53
10th hour	\$92.53
Beyond 10 hours	\$112.84
Saturday	
First 8 hours	\$92.53
9th hour	\$92.53
10th hour	\$92.53
Beyond 10 hours	\$112.84
Sunday/Holiday	
	\$112.84

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - Yes

4 10s allowed M-Th with Friday makeup day because of bad weather

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Operating Engineer Steel Work - SW120	Operating Engineer Steel Work	05/10/2024

Classification Description: Crane w/ 120' boom or longer

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$74.14	\$95.24	\$116.33

Overtime Provisions

Over 8-hour day/40-hour week	
9th hour	\$95.24
10th hour	\$95.24
Beyond 10 hours	\$116.33
Saturday	
First 8 hours	\$95.24
9th hour	\$95.24
10th hour	\$95.24
Beyond 10 hours	\$116.33
Sunday/Holiday	
	\$116.33

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - Yes

4 10s allowed M-Th with Friday makeup day because of bad weather

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Operating Engineer Steel Work - SW120	Operating Engineer Steel Work	05/10/2024

Classification Description: Crane w/ 120' boom or longer w/ Oiler

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$75.01	\$96.54	\$118.07

Overtime Provisions

Over 8-hour day/40-hour week

9th hour	\$96.54
10th hour	\$96.54
Beyond 10 hours	\$118.07

Saturday

First 8 hours	\$96.54
9th hour	\$96.54
10th hour	\$96.54
Beyond 10 hours	\$118.07

Sunday/Holiday	\$118.07
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Four 10-hour days allowed? - Yes

Make Up Day Allowed? - Yes

4 10s allowed M-Th with Friday makeup day because of bad weather

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Operating Engineer Steel Work - SW140	Operating Engineer Steel Work	05/10/2024

Classification Description: Crane w/ 140' boom or longer

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$75.19	\$96.80	\$118.41

Overtime Provisions

Over 8-hour day/40-hour week	
9th hour	\$96.80
10th hour	\$96.80
Beyond 10 hours	\$118.41
Saturday	
First 8 hours	\$96.80
9th hour	\$96.80
10th hour	\$96.80
Beyond 10 hours	\$118.41
Sunday/Holiday	
	\$118.41

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - Yes

4 10s allowed M-Th with Friday makeup day because of bad weather

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Operating Engineer Steel Work - SW140	Operating Engineer Steel Work	05/10/2024

Classification Description: Crane w/ 140' boom or longer W/ Oiler

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$76.19	\$98.24	\$120.28

Overtime Provisions

Over 8-hour day/40-hour week	
9th hour	\$98.24
10th hour	\$98.24
Beyond 10 hours	\$120.28
Saturday	
First 8 hours	\$98.24
9th hour	\$98.24
10th hour	\$98.24
Beyond 10 hours	\$120.28
Sunday/Holiday	
	\$120.28

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - Yes

4 10s allowed M-Th with Friday makeup day because of bad weather

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Operating Engineer Steel Work - SW220	Operating Engineer Steel Work	05/10/2024

Classification Description: Boom & Jib 220' or longer

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$76.46	\$98.62	\$120.78

Overtime Provisions

Over 8-hour day/40-hour week

9th hour	\$98.62
10th hour	\$98.62
Beyond 10 hours	\$120.78

Saturday

First 8 hours	\$98.62
9th hour	\$98.62
10th hour	\$98.62
Beyond 10 hours	\$120.78

Sunday/Holiday

	\$120.78
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Four 10-hour days allowed? - Yes

Make Up Day Allowed? - Yes

4 10s allowed M-Th with Friday makeup day because of bad weather

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Operating Engineer Steel Work - SW220	Operating Engineer Steel Work	05/10/2024

Classification Description: Crane w/ 220' boom or longer w/ Oiler

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$74.01	\$95.11	\$116.20

Overtime Provisions

Over 8-hour day/40-hour week

9th hour	\$95.11
10th hour	\$95.11
Beyond 10 hours	\$116.20

Saturday

First 8 hours	\$95.11
9th hour	\$95.11
10th hour	\$95.11
Beyond 10 hours	\$116.20

Sunday/Holiday	\$116.20
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Four 10-hour days allowed? - Yes

Make Up Day Allowed? - Yes

4 10s allowed M-Th with Friday makeup day because of bad weather

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Operating Engineer Steel Work - SW300	Operating Engineer Steel Work	05/10/2024

Classification Description: Boom & Jib 300' or longer

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$76.96	\$99.34	\$121.72

Overtime Provisions

Over 8-hour day/40-hour week	
9th hour	\$99.34
10th hour	\$99.34
Beyond 10 hours	\$121.72
Saturday	
First 8 hours	\$99.34
9th hour	\$99.34
10th hour	\$99.34
Beyond 10 hours	\$121.72
Sunday/Holiday	
	\$121.72

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - Yes

4 10s allowed M-Th with Friday makeup day because of bad weather

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Operating Engineer Steel Work - SW300	Operating Engineer Steel Work	05/10/2024

Classification Description: Crane w/ 300' boom or longer w/ Oiler

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$77.96	\$100.78	\$123.59

Overtime Provisions

Over 8-hour day/40-hour week	
9th hour	\$100.78
10th hour	\$100.78
Beyond 10 hours	\$123.59
Saturday	
First 8 hours	\$100.78
9th hour	\$100.78
10th hour	\$100.78
Beyond 10 hours	\$123.59
Sunday/Holiday	
	\$123.59

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - Yes

4 10s allowed M-Th with Friday makeup day because of bad weather

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Operating Engineer Steel Work - SW400	Operating Engineer Steel Work	05/10/2024

Classification Description: Boom & Jib 400' or longer

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$78.46	\$101.49	\$124.52

Overtime Provisions

Over 8-hour day/40-hour week	
9th hour	\$101.49
10th hour	\$101.49
Beyond 10 hours	\$124.52
Saturday	
First 8 hours	\$101.49
9th hour	\$101.49
10th hour	\$101.49
Beyond 10 hours	\$124.52
Sunday/Holiday	
	\$124.52

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - Yes

4 10s allowed M-Th with Friday makeup day because of bad weather

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Operating Engineer Steel Work - SW400	Operating Engineer Steel Work	05/10/2024

Classification Description: Crane w/ 400' boom or longer w/ Oiler

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$79.46	\$102.93	\$126.39

Overtime Provisions

Over 8-hour day/40-hour week	
9th hour	\$102.93
10th hour	\$102.93
Beyond 10 hours	\$126.39
Saturday	
First 8 hours	\$102.93
9th hour	\$102.93
10th hour	\$102.93
Beyond 10 hours	\$126.39
Sunday/Holiday	
	\$126.39

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - Yes

4 10s allowed M-Th with Friday makeup day because of bad weather

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Operating Engineer Steel Work - SWCO	Operating Engineer Steel Work	05/10/2024

Classification Description: Crane Operator, Job Mechanic, 3 Drum Hoist & Excavator

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$73.65	\$94.59	\$115.53
Apprentice: 0-999 hours	\$59.16	\$76.02	\$92.88
Apprentice: 1,000-1,999 hours	\$61.56	\$79.63	\$97.68
Apprentice: 2,000-2,999 hours	\$63.96	\$83.22	\$102.48
Apprentice: 3,000-3,999 hours	\$66.38	\$84.18	\$101.98
Apprentice: 4,000-4,999 hours	\$68.78	\$90.46	\$112.12
Apprentice: 5,000 hours	\$71.20	\$91.09	\$110.99

Overtime Provisions

Over 8-hour day/40-hour week	
9th hour	\$94.59
10th hour	\$94.59
Beyond 10 hours	\$115.53
Saturday	
First 8 hours	\$94.59
9th hour	\$94.59
10th hour	\$94.59
Beyond 10 hours	\$115.53
Sunday/Holiday	
	\$115.53

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - Yes

4 10s allowed M-Th with Friday makeup day because of bad weather

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Operating Engineer Steel Work - SWCO-Operating Engineer Steel Work		05/10/2024

Classification Description: Crane Operator w/ Oiler

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$74.65	\$96.03	\$117.40

Overtime Provisions

Over 8-hour day/40-hour week	
9th hour	\$96.03
10th hour	\$96.03
Beyond 10 hours	\$117.40
Saturday	
First 8 hours	\$96.03
9th hour	\$96.03
10th hour	\$96.03
Beyond 10 hours	\$117.40
Sunday/Holiday	
	\$117.40

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - Yes

4 10s allowed M-Th with Friday makeup day because of bad weather

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Operating Engineer Steel Work - SWCW	Operating Engineer Steel Work	05/10/2024

Classification Description: Compressor or Welder Operator

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$37.03	\$49.48	\$61.92

Overtime Provisions

Over 8-hour day/40-hour week	
9th hour	\$47.85
10th hour	\$47.85
Beyond 10 hours	\$58.67
Saturday	
First 8 hours	\$47.85
9th hour	\$47.85
10th hour	\$47.85
Beyond 10 hours	\$58.67
Sunday/Holiday	
	\$58.67

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - Yes

4 10s allowed M-Th with Friday makeup day because of bad weather

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Operating Engineer Steel Work - SWHO	Operating Engineer Steel Work	05/10/2024

Classification Description: Hoisting Operator, 2 Drum Hoist, & Rubber Tire Backhoe

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$73.01	\$93.67	\$114.33

Overtime Provisions

Over 8-hour day/40-hour week	
9th hour	\$93.67
10th hour	\$93.67
Beyond 10 hours	\$114.33
Saturday	
First 8 hours	\$93.67
9th hour	\$93.67
10th hour	\$93.67
Beyond 10 hours	\$114.33
Sunday/Holiday	
	\$114.33

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - Yes

4 10s allowed M-Th with Friday makeup day because of bad weather

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Operating Engineer Steel Work - SWO	Operating Engineer Steel Work	05/10/2024

Classification Description: Oiler

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$53.42	\$67.61	\$81.80

Overtime Provisions

Over 8-hour day/40-hour week	
9th hour	\$65.74
10th hour	\$65.74
Beyond 10 hours	\$78.06
Saturday	
First 8 hours	\$65.74
9th hour	\$65.74
10th hour	\$65.74
Beyond 10 hours	\$78.06
Sunday/Holiday	
	\$78.06

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - Yes

4 10s allowed M-Th with Friday makeup day because of bad weather

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Operating Engineer Steel Work - SWTD50	Operating Engineer Steel Work	05/10/2024

Classification Description: Tower Crane & Derrick where work is 50' or more

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$74.74	\$96.16	\$117.57

Overtime Provisions

Over 8-hour day/40-hour week

9th hour	\$96.16
10th hour	\$96.16
Beyond 10 hours	\$117.57

Saturday

First 8 hours	\$96.16
9th hour	\$96.16
10th hour	\$96.16
Beyond 10 hours	\$117.57

Sunday/Holiday	\$117.57
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Four 10-hour days allowed? - Yes

Make Up Day Allowed? - Yes

4 10s allowed M-Th with Friday makeup day because of bad weather

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Operating Engineer Steel Work - SWTD50 O	Operating Engineer Steel Work	05/10/2024

Classification Description: Tower Crane & Derrick 50' or more w/ Oiler

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$75.84	\$97.69	\$119.54

Overtime Provisions

Over 8-hour day/40-hour week

9th hour	\$97.69
10th hour	\$97.69
Beyond 10 hours	\$119.54

Saturday

First 8 hours	\$97.69
9th hour	\$97.69
10th hour	\$97.69
Beyond 10 hours	\$119.54

Sunday/Holiday	\$119.54
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Four 10-hour days allowed? - Yes

Make Up Day Allowed? - Yes

4 10s allowed M-Th with Friday makeup day because of bad weather

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Operating Engineer Underground-324- Class I	Operating Engineer Underground	10/31/2024

Classification Description: Class I Equipment--Air Compressors in Manifold with throttle valve Auto Grade or similar type machine
Backfill Tamper Backhoe
Backhoe on Farm Type Tractor 45 H.P. & over. Ballast Regulator (R.R.)
Batch Plant (concrete - central mix) Batch Plant Operator (concrete) Blade Grader Operator
Bulldozer
Caisson Drilling Machine Cherry Picker--15 ton or over Clamshell
Concrete/Asphalt Saw Operator - Power Driven (3yrs experience or more) Concrete Belt Placer (Formless)
Concrete Cure/Finish Machine Operator
Concrete Mixer 21 cu. ft. or over Concrete Paver [two (2) drums or larger] Concrete Pump (Truck Mount)
Concrete Pump (3 inch and over) Concrete Pump with Boom Operator Conveyor Loader Operator (Euclid type) Core Drilling
Machine
Crane (Crawler, truck type or pile driving)
Crane or De1Tick with any attachment incl. clamshell, dragline, shovel, backhoe, etc. Directional Drill/Boring Machine Operator
Dozer Dragline
Dredge Engineer Dredge Operator
Drilling Machine on which the drill is an integral part
Earth Mover--rubber tired--(paddle wheel, 619, 631, TS-24 or similar type) Earth Mover rubber tired--tandem (\$.50 cents per hr.
added for each bowl) Elevating
Grader Operator
End Loader
End Loader Operator (1½ yard capacity and over)
Excavator
Farm type tractor with attached pan
Finishing Machine Operator (Asphalt or Concrete) Foreman/Operating Engineer
Forklift (10 ton or over)
GPS or Electronic Grade on motorized equipment Gradall and similar type machine
Grader
Gravel Processing plant (portable) Operator of Guard Rail Post Driver Haul Units (off-highway) Helicopter crew
Highlift Shovel--1-1 /2 cu. yd. or over Hoisting Engineer
Horizontal Directional Drill Hydraulic Boom Truck
Hydro demolition equipment (water blaster) Hydro Excavator
Loader--Self-propelled (Belt-Chain- Wheel) (Holland or similar type) Locomotive and/or Dinkey Engine
Mechanic Milling Machine
Mucking Machine
Operator of Guard Rail Post Driver Paver Operator - Concrete
Pile Driver--Skid or Crawler Power Shovel
Rock Breaking Plant
Rock Crushing Plant (Portable)
Root Rake, Tractor Mounted Sand Blaster Vacuum Roto Mill
Scraper Self-Propelled or Tractor Drawn

Self-propelled Widener or Gravel distributing shoulder machine Shovel Operator
 Side Boom Tractor (type D-4 or equivalent or larger) Slope Paver
 Stump Remover Tractor Mounted Surface Heater & Planer
 Surface Roller with Dozer Blade
 Swinging Boom Truck (over 12-ton capacity) Tilling Machine or (Roto Grader)
 Tractor Operator
 Tractor--Boom, Winch or Hoe Head Tractor--Push
 Tractor with Scoop Tractor Mounted Spreader Tree Mover
 Trench Machine (ladder or wheel type) Trencher (over 8ft. digging capacity) Tugboat Operator
 Tunnel Boring Machine Tunnel Shield
 Vacuum Machine/Truck Operator Well Drilling Machine
 Well Drilling Rig
 Winch Truck with A Frame

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$68.12	\$87.01	\$105.89
Apprentice: Apprentice Engineer 0-999 hours	\$54.36	\$69.57	\$84.77
Apprentice: Apprentice Engineer 1,000-1,999 hours	\$56.53	\$72.83	\$89.11
Apprentice: Apprentice Engineer 2,000-2,999 hours	\$58.69	\$76.06	\$93.43
Apprentice: Apprentice Engineer 3,000-3,999 hours	\$60.87	\$79.33	\$97.79
Apprentice: Apprentice Engineer 4,000-4,999 hours	\$64.22	\$84.36	\$104.49
Apprentice: Apprentice Engineer 5,000-5,999 hours	\$65.06	\$85.62	\$106.17

Overtime Provisions

Over 8-hour day/40-hour week	
9th hour	\$87.00
10th hour	\$87.00
Beyond 10 hours	\$87.00
Saturday	
First 8 hours	\$87.00
9th hour	\$87.00
10th hour	\$87.00
Beyond 10 hours	\$87.00
Sunday/Holiday	
	\$105.89

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - Yes

In the event work is unable to be performed on account of weather Monday through Thursday, then Friday work may be scheduled for the ten (10) hours, at straight-time.

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Operating Engineer Underground-324- Class II	Operating Engineer Underground	10/31/2024

Classification Description: Class II Equipment

Air Compressor with Throttle Valve or Clever Brooks type comb. Backhoe (with 3/8-yard bucket or less)
Backhoe on Farm Type Tractor under 45 H.P.
Batch Plant (concrete-dry batch)
Boom Truck (power swing type boom)
Cherry Picker under 15 ton
Crusher
Crusher Operator
Concrete Pump
Concrete Mesh Depressor--independently operated Concrete Spreader--Power Driven
End Dumps when operated by an Operating Engineer End Loader under 1-1/2 cu yd.
Gunit Machine
Head Greaser
Hoist
Lowboy Operator
Mesh or Steel Placer (motorized)
Multiple Tamping Machine (R.R.)
Power Curing Spraying Machine (Formless)
P.C.C. Concrete Belt Placer (form type)
Pull Grader--Power Control
Pump Operator (6" discharge or over, gas diesel, powered or generator of 300 amp or larger)
Refrigerating Machine--Freezing operation Ross Carrier
Self-propelled convey transfer devise. Sheepfoot Roller (self-propelled)
Side Boom Tractor (smaller than D-4 type or equivalent)
Sweeper (Wayne type and similar equipment)
Telescoping laser finish machine (laser screed)
Tractor (pneu-tired, other than backhoe or front-end loader)
Trencher (8ft. digging capacity and smaller)
Trench Machine 24" and under
Tube Float (motorized)
Vac Truck
Washing Plant Operator Welder

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$64.00	\$83.38	\$102.75

Overtime Provisions

Over 8-hour day/40-hour week

9th hour	\$80.82
10th hour	\$80.82
Beyond 10 hours	\$80.82

Saturday

First 8 hours	\$80.82
9th hour	\$80.82
10th hour	\$80.82
Beyond 10 hours	\$80.82

Sunday/Holiday	\$97.65
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Four 10-hour days allowed? - Yes

Make Up Day Allowed? - Yes

In the event work is unable to be performed on account of weather Monday through Thursday, then Friday work may be scheduled for the ten (10) hours, at straight-time.

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Operating Engineer Underground-324- Class III	Operating Engineer Underground	10/31/2024

Classification Description: Class III Equipment

- Air Compressor (600 CFM or larger)
- Air Compressor [two (2) or more - less than 600 CFM] Base Paver (Jersey or similar type machine)
- Boom Truck (Non swinging, Non powered type boom) Concrete Breaker
- Concrete Finishing Machine
- Concrete Paver (1 drum - 1/2 yard or larger) Curb Machine
- Elevator (other than passenger) Hoist (one drum)
- Jacks - Hydraulic Power-driven multiple jack system Maintenance Man
- Mechanics Helper Paving Breaker
- Power Broom Self-propelled
- Pump [two (2) or more 4 inch up to 6-inch discharge gas or diesel powered-excluding submersible pumps)
- Pumpcrete Machine and similar equipment Roller (Earth & Sub-base material) Screening Plant Operator
- Spike Machine (R.R.)
- Tamper-Multiple Vibrating-Earth and Sub-base material Tractor with Drill--50 H.P. or over Well Point System Wagon Drill (multiple)
- Welding Machine or Generator [two (2) or more 300 amp. Or larger -gas or diesel powered]
- Well Point System
- Widener (Apsco or similar type)

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$63.27	\$82.28	\$101.29

Overtime Provisions

Over 8-hour day/40-hour week	
9th hour	\$79.78
10th hour	\$79.78
Beyond 10 hours	\$79.78
Saturday	
First 8 hours	\$79.78
9th hour	\$79.78
10th hour	\$79.78
Beyond 10 hours	\$79.78
Sunday/Holiday	\$96.29

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - Yes

In the event work is unable to be performed on account of weather Monday through Thursday, then Friday work may be scheduled for the ten (10) hours, at straight-time.

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Operating Engineer Underground-324- Class IV	Operating Engineer Underground	10/31/2024

Classification Description: Class IV Equipment

- Air Compressor Operator (over 250 CFM)
- All Mulching Equipment
- All Walk Behind or Remote-Control Powered Equipment (autonomous equipment)
- Assistant to Engineer Automatic Dry Batch Plant
- Belt Spreader (motorized including transfer device by remote, wireless or cable) Boiler
- Boom or Winch truck operator
- Broom & Belt Machine
- Chair Cart (Self-propelled) Concrete Pumps (under 3")
- Curing Equipment Operator (self-propelled)
- Deck Hand
- Digger Post Hole (Power-driven)
- End loader Operator (under 3/4-yard capacity)
- Extend A Boom Forklift--under 10 Ton
- Farm Tractor with attachments Finishing Machine (concrete)
- Forklift under 10 ton
- Form Grader (if motorized)
- Georgia Buggy -Power wheel barrel I ¾ yard with a seat Generator (15 kw or greater)
- Greaser Helper
- Hydraulic pipe pushing machine Mechanical Heater
- Mechanics Helper
- Outboard or Inboard Motorboat Power Bin Operator
- Pug Mill
- Pumps - [two (2) or more up to 4 in. discharge if used three (3) hours or more a day - gas or diesel powered- excluding submersible pumps]
- Roller (other than asphalt)
- Seaman Tiller
- Skid Steer
- Stump Remover (Grinder)
- Sweeper (Wayne type and similar equipment) Tamper
- Trencher (service)
- Vibratory Compaction Equipment Operator (6 ft. wide or over)
- Walk Behind Forklift
- Water Wagon

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$62.70	\$81.43	\$100.15

Overtime Provisions

Over 8-hour day/40-hour week

9th hour	\$78.96
10th hour	\$78.96
Beyond 10 hours	\$78.96

Saturday

First 8 hours	\$78.96
9th hour	\$78.96
10th hour	\$78.96
Beyond 10 hours	\$78.96

Sunday/Holiday	\$95.22
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Four 10-hour days allowed? - Yes

Make Up Day Allowed? - Yes

In the event work is unable to be performed on account of weather Monday through Thursday, then Friday work may be scheduled for the ten (10) hours, at straight-time.

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Operating Engineer Underground-324- Class V	Operating Engineer Underground	10/31/2024

Classification Description: Class V Equipment

Concrete/Asphalt Saw Operator- Power Driven (Less than 3 yrs. experience) Density/Soil Engineer
 Directional Boring Utility Man
 Discharge Pumps 4" or less (1 - 4 units) Dump Truck Operator
 Dumper (Wagon, Truck, Etc.) - or trade Fence Erector /Power Driven
 Guard Post Driver Operator (power driven) Hydra Seeder
 Light Plants (1 to 5 units) Oiler Fireman
 Operator of minor equip.
 Roto Mill Utility Grade Control Operator
 Scissor lifts and basket lifts where used for material hoisting
 Sign Installer/Sign Installer with Remote Control Operated Equipment
 Straw Blower or Brush Mulcher
 Top Man, And Railroad Track and Trestle Engineer Utility Engineer
 Water Blasting Utility Engineer

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$39.95	\$53.88	\$67.80

Overtime Provisions

Over 8-hour day/40-hour week	
9th hour	\$52.06
10th hour	\$52.06
Beyond 10 hours	\$52.06
Saturday	
First 8 hours	\$52.06
9th hour	\$52.06
10th hour	\$52.06
Beyond 10 hours	\$52.06
Sunday/Holiday	
	\$64.17

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - Yes

In the event work is unable to be performed on account of weather Monday through Thursday, then Friday work may be scheduled for the ten (10) hours, at straight-time.

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Painter - BR	Painter	05/10/2024

Classification Description: Painter

A 4-10s workweek allowed Monday-Thursday.

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$40.09	\$52.29	\$64.49
Apprentice: 1st level	\$27.89	\$33.99	\$40.09
Apprentice: 2nd level	\$30.33	\$37.65	\$44.97
Apprentice: 3rd level	\$33.99	\$43.14	\$52.29
Apprentice: 4th level	\$37.65	\$48.63	\$59.61

Overtime Provisions

Over 8-hour day/40-hour week	
9th hour	\$52.29
10th hour	\$52.29
Beyond 10 hours	\$52.29
Saturday	
First 8 hours	\$52.29
9th hour	\$52.29
10th hour	\$52.29
Beyond 10 hours	\$52.29
Sunday/Holiday	
	\$64.49

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - No

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Pipe and Manhole Rehab - 1	Pipe and Manhole Rehab	05/10/2024

Classification Description: General Laborer for rehab work or normal cleaning and cctv work-top man, scaffold man, CCTV assistant, jetter-vac assistant

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$28.20	\$38.20	\$48.19

Overtime Provisions

Over 8-hour day/40-hour week

9th hour	\$38.20
10th hour	\$38.20
Beyond 10 hours	\$38.20

Saturday

First 8 hours	\$38.20
9th hour	\$38.20
10th hour	\$38.20
Beyond 10 hours	\$38.20

Sunday/Holiday	\$38.20
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Four 10-hour days allowed? - No

Make Up Day Allowed? - No

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Pipe and Manhole Rehab - 2	Pipe and Manhole Rehab	05/10/2024

Classification Description: Tap cutter/CCTV Tech/Grout Equipment Operator: unit driver and operator of CCTV; grouting equipment and tap cutting equipment

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$32.70	\$44.95	\$57.19

Overtime Provisions

Over 8-hour day/40-hour week

9th hour	\$44.95
10th hour	\$44.95
Beyond 10 hours	\$44.95

Saturday

First 8 hours	\$44.95
9th hour	\$44.95
10th hour	\$44.95
Beyond 10 hours	\$44.95

Sunday/Holiday

	\$44.95
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Four 10-hour days allowed? - No

Make Up Day Allowed? - No

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Pipe and Manhole Rehab - 3	Pipe and Manhole Rehab	05/10/2024

Classification Description: CCTV Technician/Combo Unit Operator: unit driver and operator of cctv unit or combo unit in connection with normal cleaning and televising work

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$31.45	\$43.07	\$54.69

Overtime Provisions

Over 8-hour day/40-hour week

9th hour	\$43.07
10th hour	\$43.07
Beyond 10 hours	\$43.07

Saturday

First 8 hours	\$43.07
9th hour	\$43.07
10th hour	\$43.07
Beyond 10 hours	\$43.07

Sunday/Holiday

\$43.07

Four 10-hour days allowed? - No

Make Up Day Allowed? - No

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Pipe and Manhole Rehab - 4	Pipe and Manhole Rehab	05/10/2024

Classification Description: Boiler Operator: unit driver and operator of steam/water heater units and all ancillary equipment associated

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$33.20	\$45.70	\$58.19

Overtime Provisions

Over 8-hour day/40-hour week

9th hour	\$45.70
10th hour	\$45.70
Beyond 10 hours	\$45.70

Saturday

First 8 hours	\$45.70
9th hour	\$45.70
10th hour	\$45.70
Beyond 10 hours	\$45.70

Sunday/Holiday	\$45.70
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Four 10-hour days allowed? - No

Make Up Day Allowed? - No

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Pipe and Manhole Rehab - 5	Pipe and Manhole Rehab	05/10/2024

Classification Description: Combo Unit driver & Jetter-Vac Operator

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$33.20	\$45.70	\$58.19

Overtime Provisions

Over 8-hour day/40-hour week

9th hour	\$45.70
10th hour	\$45.70
Beyond 10 hours	\$45.70

Saturday

First 8 hours	\$45.70
9th hour	\$45.70
10th hour	\$45.70
Beyond 10 hours	\$45.70

Sunday/Holiday

\$45.70

Four 10-hour days allowed? - No

Make Up Day Allowed? - No

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Pipe and Manhole Rehab - 6	Pipe and Manhole Rehab	05/10/2024

Classification Description: Pipe Bursting & Slip-lining Equipment Operator

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$34.20	\$47.20	\$60.19

Overtime Provisions

Over 8-hour day/40-hour week

9th hour	\$47.20
10th hour	\$47.20
Beyond 10 hours	\$47.20

Saturday

First 8 hours	\$47.20
9th hour	\$47.20
10th hour	\$47.20
Beyond 10 hours	\$47.20

Sunday/Holiday	\$47.20
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Four 10-hour days allowed? - No

Make Up Day Allowed? - No

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Plumber & Pipefitter - RI	Plumber & Pipefitter	05/10/2024

Classification Description: Plumber, Pipefitter and HVACTech

Four 10s allowed Monday thru Thursday. Friday not a makeup, considered OT, paid @ time & one-half.

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$63.77	\$95.66	\$127.54
Apprentice: 10th 6 months	\$59.74	\$89.61	\$119.48
Apprentice: 1st 6 months	\$41.61	\$62.42	\$83.22
Apprentice: 2nd 6 months	\$43.62	\$65.43	\$87.24
Apprentice: 3rd 6 months	\$45.64	\$68.46	\$91.28
Apprentice: 4th 6 months	\$47.65	\$71.48	\$95.30
Apprentice: 5th 6 months	\$49.67	\$74.50	\$99.34
Apprentice: 6th 6 months	\$51.68	\$77.52	\$103.36
Apprentice: 7th 6 months	\$53.70	\$80.55	\$107.40
Apprentice: 8th 6 months	\$55.71	\$83.56	\$111.42
Apprentice: 9th 6 months	\$57.73	\$86.60	\$115.46

Overtime Provisions

Over 8-hour day/40-hour week

9th hour	\$83.92
10th hour	\$83.92
Beyond 10 hours	\$83.92

Saturday

First 8 hours	\$83.92
9th hour	\$83.92
10th hour	\$83.92
Beyond 10 hours	\$83.92

Sunday/Holiday \$104.06

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - No

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Roofing and Waterproofing Journeyman	Roofer	09/10/2024

Classification Description: Journeyman

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$51.36	\$67.44	\$83.51
Apprentice: 1st Class Apprentice	\$35.77	\$44.51	\$53.24
Apprentice: 2nd Class Apprentice	\$37.88	\$47.62	\$57.35
Apprentice: 3rd Class Apprentice	\$39.77	\$50.42	\$61.07
Apprentice: 4th Class Apprentice	\$41.90	\$53.59	\$65.28
Apprentice: 5th Class Apprentice	\$44.05	\$56.76	\$69.47
Apprentice: 6th Class Apprentice	\$46.15	\$59.86	\$73.56

Overtime Provisions

Over 8-hour day/40-hour week	
9th hour	\$67.44
10th hour	\$67.44
Beyond 10 hours	\$67.44
Saturday	
First 8 hours	\$67.44
9th hour	\$67.44
10th hour	\$67.44
Beyond 10 hours	\$67.44
Sunday/Holiday	
	\$83.51

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - Yes

Saturday is the makeup day and shall be paid at the straight time rate until over forty hours apply

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Sewer Relining Operator - Class I	Sewer Relining	05/10/2024

Classification Description: Class I-Operator of audio visual CCTV system including remote in-ground cutter and other equipment used in conjunction with CCTV system.

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$52.84	\$69.23	\$85.62
Apprentice: 0-6 months	\$41.58	\$54.66	\$67.74
Apprentice: 6-12 months	\$45.31	\$60.26	\$75.20

Overtime Provisions

Over 8-hour day/40-hour week

9th hour	\$69.23
10th hour	\$69.23
Beyond 10 hours	\$69.23

Saturday

First 8 hours	\$69.23
9th hour	\$69.23
10th hour	\$69.23
Beyond 10 hours	\$69.23

Sunday/Holiday	\$85.62
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Four 10-hour days allowed? - No

Make Up Day Allowed? - No

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Sewer Relining Operator - Class II	Sewer Relining	05/10/2024

Classification Description: Class II-Operator of hot water heaters and circulation system; water jetters; and vacuum and mechanical debris removal systems and those assisting.

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$50.80	\$68.49	\$86.18

Overtime Provisions

Over 8-hour day/40-hour week

9th hour	\$66.30
10th hour	\$66.30
Beyond 10 hours	\$66.30

Saturday

First 8 hours	\$66.30
9th hour	\$66.30
10th hour	\$66.30
Beyond 10 hours	\$66.30

Sunday/Holiday	\$81.79
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Four 10-hour days allowed? - No

Make Up Day Allowed? - No

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Sheet Metal Worker	Sheet Metal Worker	05/10/2024

Classification Description: Sheet Metal Worker
4 10s allowed as consecutive days, M-Th or T-F

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$56.87	\$75.25	\$93.62
Apprentice: First Year	\$30.01	\$39.20	\$48.39
Apprentice: Fourth Year	\$49.52	\$64.22	\$78.92
Apprentice: Second Year	\$36.34	\$47.37	\$58.39
Apprentice: Third Year	\$45.84	\$58.70	\$71.56

Overtime Provisions

Over 8-hour day/40-hour week	
9th hour	\$75.25
10th hour	\$75.25
Beyond 10 hours	\$75.25
Saturday	
First 8 hours	\$75.25
9th hour	\$93.62
10th hour	\$93.62
Beyond 10 hours	\$93.62
Sunday/Holiday	
	\$93.62

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - Yes

Make up day allowed for work missed due to inclement weather, make up hours to be paid at regular rate of pay.

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Sprinkler Fitter	Sprinkler Fitter	05/10/2024

Classification Description: Sprinkler Fitter

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$60.34	\$78.45	\$96.56
Apprentice: Class 1	\$24.57	\$32.72	\$40.87
Apprentice: Class 10	\$52.07	\$68.37	\$84.67
Apprentice: Class 2	\$26.38	\$35.43	\$44.49
Apprentice: Class 3	\$39.14	\$49.10	\$59.06
Apprentice: Class 4	\$40.95	\$51.82	\$62.68
Apprentice: Class 5	\$43.01	\$54.78	\$66.55
Apprentice: Class 6	\$44.82	\$57.49	\$70.17
Apprentice: Class 7	\$46.63	\$60.21	\$73.79
Apprentice: Class 8	\$48.45	\$62.94	\$77.43
Apprentice: Class 9	\$50.26	\$65.65	\$81.05

Overtime Provisions

Over 8-hour day/40-hour week

9th hour	\$78.45
10th hour	\$78.45
Beyond 10 hours	\$78.45

Saturday

First 8 hours	\$78.45
9th hour	\$78.45
10th hour	\$78.45
Beyond 10 hours	\$78.45

Sunday/Holiday	\$96.56
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Four 10-hour days allowed? - Yes

Make Up Day Allowed? - Yes

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Tower Technician	Tower Technician	05/13/2024

Classification Description:

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$67.89	\$98.24	\$128.58

Overtime Provisions

Over 8-hour day/40-hour week	
9th hour	\$98.24
10th hour	\$98.24
Beyond 10 hours	\$98.24
Saturday	
First 8 hours	\$98.24
9th hour	\$98.24
10th hour	\$98.24
Beyond 10 hours	\$98.24
Sunday/Holiday	
	\$128.58

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - Yes

ONLY due to inclement weather or customer requirements may Friday be used as a make up day if the normal scheduled work week was interrupted and time lost of five (5) hours or more was incurred by workmen covered under the terms of the 6-17-C/6-876-T agreement.

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Truck Driver - RB1	Truck Driver	05/10/2024

Classification Description: on all trucks of 8 cubic yard capacity or less (except dump trucks of 8 cubic yard capacity or over, tandem axle trucks, transit mix and semis, euclid type equipment, double bottoms and low boys)

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$53.95	\$70.30	\$86.64

Overtime Provisions

Over 8-hour day/40-hour week

9th hour	\$69.32
10th hour	\$69.32
Beyond 10 hours	\$69.32

Saturday

First 8 hours	\$69.32
9th hour	\$69.32
10th hour	\$69.32
Beyond 10 hours	\$69.32

Sunday/Holiday	\$84.69
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Four 10-hour days allowed? - Yes

Make Up Day Allowed? - No

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Truck Driver - RB1A	Truck Driver	05/10/2024

Classification Description: of all trucks of 8 cubic yard capacity or over semi, tractor trailer

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$54.10	\$70.52	\$86.94

Overtime Provisions

Over 8-hour day/40-hour week

9th hour	\$69.55
10th hour	\$69.55
Beyond 10 hours	\$69.55

Saturday

First 8 hours	\$69.55
9th hour	\$69.55
10th hour	\$69.55
Beyond 10 hours	\$69.55

Sunday/Holiday	\$84.99
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Four 10-hour days allowed? - Yes

Make Up Day Allowed? - No

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Truck Driver - RB1B	Truck Driver	05/10/2024

Classification Description: on euclid type equipment, Pole drier, lowboy, doubles, fuel, bus, water

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$54.20	\$69.70	\$85.19

Overtime Provisions

Over 8-hour day/40-hour week

9th hour	\$69.70
10th hour	\$69.70
Beyond 10 hours	\$69.70

Saturday

First 8 hours	\$69.70
9th hour	\$69.70
10th hour	\$69.70
Beyond 10 hours	\$69.70

Sunday/Holiday	\$85.19
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Four 10-hour days allowed? - Yes

Make Up Day Allowed? - Yes

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Truck Driver - RB2	Truck Driver	05/10/2024

Classification Description: of all trucks of 8 cubic yd capacity or over

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$44.10	\$48.81	\$49.80

Overtime Provisions

Over 8-hour day/40-hour week

9th hour	\$56.55
10th hour	\$56.55
Beyond 10 hours	\$56.55

Saturday

First 8 hours	\$56.55
9th hour	\$56.55
10th hour	\$56.55
Beyond 10 hours	\$56.55

Sunday/Holiday

\$56.55

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - No

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Truck Driver - RB2A	Truck Driver	05/10/2024

Classification Description: of all trucks of 8 cubic yard capacity or less (except dump trucks of 8 cubic yard capacity or over, tandem axle trucks, transit mix and semis, euclid type equipment, double bottoms and low boys)

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$44.00	\$48.66	\$49.60

Overtime Provisions

Over 8-hour day/40-hour week

9th hour	\$56.40
10th hour	\$56.40
Beyond 10 hours	\$56.40

Saturday

First 8 hours	\$56.40
9th hour	\$56.40
10th hour	\$56.40
Beyond 10 hours	\$56.40

Sunday/Holiday

\$56.40

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - No

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Ingham

Classification Name	Category	Last Updated
Truck Driver - RB2B	Truck Driver	05/10/2024

Classification Description: on euclid type equipment

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$44.25	\$49.04	\$0.00

Overtime Provisions

Over 8-hour day/40-hour week

9th hour	\$56.78
10th hour	\$56.78
Beyond 10 hours	\$56.78

Saturday

First 8 hours	\$56.78
9th hour	\$56.78
10th hour	\$56.78
Beyond 10 hours	\$56.78

Sunday/Holiday	\$56.78
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Four 10-hour days allowed? - Yes

Make Up Day Allowed? - No

SECTION 01 1000 - SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Project information.
2. Work covered by Contract Documents:
 - Roofing system replacement – new EPDM system with 20-yrs. Warranty.
 - Adjustment to selective existing fall protection elements and recertification for compliance with MIOSHA regulations.
 - New overflow drain system including downspout nozzles at exterior walls.
 - Raising curb of existing access door hatch to mechanical room. The existing roof hatch access door to be re-used.
 - New concrete 2'x 2'x 2" roof pavers at each metal grating roof access steps and doors (5 areas).
 - New walk-off mats along pathways as designated on roof plan.
3. Access to site and to building's roof.
4. Temporary utilities.
5. Enclosures, barricades and canopies.
6. Special hoisting or crane use protection.
7. Ground protection, landscape repairs.
8. Existing roof mounted equipment and roof drain protection, newly installed roof protection.
9. Coordination of working hours with the building occupants working schedule.
10. Deductive Alternate 1: Provide EPDM roofing system replacement at Center penthouse.
11. Deductive Alternate 2: Provide EPDM roofing system replacement at North penthouse.
12. Deductive Alternate 3: Provide EPDM roofing system replacement at South penthouse.

1.3 PROJECT INFORMATION

- A. Project Identification: Elliott - Larsen building – Replace Roof project.
1. Projects Locations:
 - a. 320 S. Walnut Street, Lansing , MI 48933.
- B. Owner: State of Michigan Department of Management and Budget.

1. Owner's Representative: Bob Bierwagen, Zone 4 Facility Supervisor; (517)-204-6842; BierwagenB@michigan.gov.

1.4 WORK COVERED BY CONTRACT DOCUMENTS

- A. This project includes the complete removal of existing gravel protected 4-ply Type IV fiberglass felts embedded with coal tar pitch on 1/2" thick Perlite insulation adhered to poly-iso 3" thick (at west loading dock and east entrance) or 1 1/2" + tapered at 1/8" ratio at all other roofs except at cornice roof the ply system is installed over plywood substrate, no poly-iso. The removal work is down to existing concrete or metal decks , and to existing plywood substrate at cornice roof. The existing South and North penthouse concrete deck is structurally sloped. The Center penthouse concrete deck slope is minimal and shall be considered as flat. The lowest section of recessed roof area is concrete deck considered to be flat, the remaining section of recessed area have sloped metal deck. The main roof area has metal deck structurally sloped . The plywood substrate of cornice roof is sloped toward the main roof. The existing roof has drains. A new overflow drainage system is being furnished and installed with a high point discharge at exterior elevations via downspout nozzles.

The new fully adhered EPDM roofing system will have poly-iso roof insulation 2 layers of 2.6 inch , R-30 value. Tapered insulation will be used for flat roof areas and to form saddles. New EPDM will be black color EPDM. The Base Bid is asking for a **20-year warranty**.

The installation of new poly-iso insulation at metal decks shall be coordinated with the occasional presence of conduits directly underneath the metal deck.

At the lowest section of recessed roof area the EPDM membrane is to continue up the existing brick walls at the south, east and north sides to meet main roof edge. The remaining walls at recessed roof area are to have EPDM installed up to the height of 24 inches above the top roof section.

The existing roof drains are to be replaced and the configuration to work with new overflow drains locations. The existing plumbing drainage lines are to be protected during construction work duration.

The existing security cameras at the cornice shall be temporarily removed and reinstalled as needed for reroofing work. The Contractor shall be responsible for hiring sub-contractor capable of such work and securing the cameras are operational after re-installation.

The Contractor is required to solicit service of the masonry contractor familiar with working with limestone clad exterior facades for installation of downspouts nozzles and all necessary repair work. The masonry contractor who performed previous stone façade repairs is Cusack's Masonry Restoration, Inc., P.O.Box 220, Hubbardston , MI 48845, Ph (989)-981-6625. Contractor is advised to seek a qualified masonry contractor experienced in working with stone cladding to execute this part of scope of work.

The Contractor is required to raise the existing curb and access to mechanical room hatch doors assembly as needed to properly flash with new roofing height.

The Contractor is required to furnish and install new concrete roof pavers , 2' x 2' x 2" pavers present at the roof access grating steps exiting from the mechanical mezzanine and at all other doors within recessed roof area.

The Contractor is required to furnish and install walk-off mats at pathways designated on plan.

- B. The Contractor is required to solicit the services of fall protection installer to make height adjustments to existing fall protection elements due to increase in top of roof elevation (new insulation thickness increased by +3.5 inches on average). The information what needs to be adjusted is provided in Bid Set drawings sheets S1 through S3, and the recommended fall protection installer's contact will be provided prior to bidding. The Contractor will be required to obtain recertification of fall protection system at the Substantial Completion time. The existing fall protection has valid certification. The contact information for the firm used by the State will be provided prior to bidding to continue certification record. The estimated cost of recertification is provided to Contractor on the Bid Form.

1.5 ACCESS TO SITE AND TO BUILDING'S ROOF.

- A. The access to the building is very limited.
- B. Contractor is required to provide a crane safety plan at the post-bid interview and to have it finalized and accepted by AHJ prior to the Pre-Construction meeting. Crane shall be placed at the south-west corner of the building.
- C. Contractor shall provide their own safety inspection of cranes and/or scaffolding.
- D. Contractor to provide certified operator credentials with resume at post-bid interview.
- E. If rigging / scaffolding is to be used all certification requirements must be met and provided to the State.
- F. The State will dedicate areas in the building below the work that will be vacated using the Contractor's two week look ahead schedule.
- G. If crane location is designated near an emergency exit for the building the Contractor will be responsible for creating an egress tunnel for the building occupants.
- H. Contractor will be responsible to provide barricades as required to keep the occupants and public safe.
- I. Standard working hours will be used. The general working hours in this occupied building are 7:00am – 5:00pm Monday through Friday. Contractor will be allowed to work on Saturday and Sunday with prior coordination with building operations management.
1. Limits: Confine construction operations to areas under remodel.
 2. Driveways, Walkways and Entrances: Keep driveways and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
 - a. Schedule deliveries to minimize use of driveways and entrances by construction operations.

- b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
- B. The access to the roof via building's interior stairs and elevator shall be minimized and the designated route area protected and maintained in good standing. The method of protection will need to be approved by the building Facility Management. The Contractor shall provide protective walkway runners, and elevator wall protection inside of the building through out duration of project.
- C. Use any means necessary to maintain proper and safe conditions throughout the progress of the work.

1.6 TEMPORARY UTILITIES

- A. Electrical Service: The Contractor shall make arrangements with the Owner to connect into the building's existing electrical service for temporary power. If power is not available to the Owner, the Contractor shall provide temporary power. Runs of temporary power lines to the construction area shall not pass through areas of the building open to the public or the Owner. The lines shall have adequate safety protection against harm to personnel and property.
- B. HVAC/ Ventilators: The disconnecting and reconnecting of mechanical units if required to execute reroofing work is the Contractor's responsibility. This work shall be coordinated between the Contractor and the Owner, and 48 hrs. minimum notice shall be given prior to the need to mechanical system shutdown.
- C. Water Facilities: The owner shall designate a source for construction water and shall pay the cost of water used for construction purposes. The contractor shall provide temporary connections to the water source and all piping, fittings, and hoses required to extend water supply to the work area and remove same at the completion of the project.
- D. Sanitary facilities: The construction crew will be allowed to use the designated toilet facility on the 6th floor providing the route area will be protected from staining / damaging existing flooring and other finished materials. Optional, the Owner will designate area for placement of temporary sanitary facilities.

1.7 ENCLOSURES, BARRICADES AND CANOPIES

- A. The building will be occupied during the entire construction time, and the occupants shall be protected from the overhead and adjacent construction activities. The Contractor is required to provide and maintain enclosures , barricades, canopies, warning signs, seps , ramps platforms and other temporary construction necessary for proper completion of work in compliance with all MIOSHA standards, safety regulations and local codes. Note: Any scaffolds shall be submitted to the building's Facility Management for acceptance. The Contractor is responsible for the structural integrity of all temporary construction.
- B. The Contractor is responsible for providing temporary traffic barricades and caution tape in the areas adjacent to the building, as allowed by the owner and / or in compliance with all safety regulations, local codes and AHJ for regulating public traffic roadways around ground located equipment including hoist, cranes , material storage areas and project staging areas.

1.8 GROUND PROTECTION, LANDSCAPE REPAIRS

- A. The Contractor shall provide, install and maintain ground protection as necessary in all material storage areas, staging areas and along haul routes that may exist between these areas. All parking lot paving materials, sidewalks, curbs, walls, fences, HVAC units, sodding, landscaped areas, trees etc. located in any material storage areas, staging areas, and haul routes between these shall be protected. Any and all of the Owner's property on the ground that is damaged during construction project shall be repaired to the satisfaction of the Owner or replaced at no additional cost to the Owner.

1.9 PROTECTION OF ROOF MOUNTED EQUIPMENT, ROOF DRAINS, AND NEWLY INSTALLED ROOF

- A. The Contractor is required to protect all roof mounted existing HVAC/ ventilators and other mechanical equipment during the construction work.
- B. The contractor is required to protect all existing roof drainage plumbing lines during the construction work.
- C. The Contractor is required to protect existing snow melt system during the construction work.
- D. The building's façade, windows etc. shall be protected during removal of existing roofing system off the roof and from any debris when transporting the materials off the roof and loading new materials on the roof.
- E. The Contractor is required to provide protection to newly installed roofing, no hauling of heavy materials or storage of materials over the completed roof areas will be allowed unless adequate membrane protection is provided, installed and maintained. Any damage to the newly installed roofing shall be promptly replaced.

1.10 COORDINATION WITH OCCUPANTS

- A. The building will be occupied during all work.
 - 1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and authorities having jurisdiction.
 - 2. Provide not less than **48** hours' notice to Owner of activities that will affect Owner's operations.
- B. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.
 - 1. Notify Owner not less than three (3) days in advance of proposed disruptive operations.
 - 2. Obtain Owner's written permission before proceeding with disruptive operations.
- C. Nonsmoking Building: Smoking is not permitted within the building or within 25 feet of entrances, operable windows, or outdoor-air intakes.
- D. Controlled Substances: Use of tobacco products and other controlled substances on Project site is not permitted.

- E. Employee Identification: Contractor to provide identification tags for Contractor personnel working on Project site. Require personnel to use identification tags at all times.
- F. Employee Screening: Comply with Owner's requirements for drug and background screening of Contractor personnel working on Project site.
 - 1. Maintain list of approved screened personnel with Owner's representative.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 1000

SECTION 02 8000 – LANDSCAPE REPAIR

PART ONE - GENERAL

1.01 DESCRIPTION

- A. Work included: Removal of damaged turf and plantings and replacement of materials damaged by the Contractor during the performance of Work is included in this Section.
- B. Repair of damaged concrete, damaged by the contractor during the performance of the Work.
- C. Repair of damaged hot mix asphalt paving, damaged by the contractor during the performance of the Work. **ntra t r e e t e t r t e t t e n r e t e a n
a a t a n r a a e r n t r t n t r a a n a t e r a**

1.02 QUALITY ASSURANCE

- A. Qualifications of Workmen: Provide at least one person who shall be present at all times during execution of this portion of the Work, who shall be thoroughly familiar with the type of materials being installed and the proper materials and methods for their installation, and who shall direct all work performed under this Section.
- B. Standards:
 - 1. All plants and planting material shall meet or exceed the specifications of federal, state, and county laws requiring inspection for plant disease and insect control.
 - 2. Quality and size shall conform to the current edition of *Horticultural Standards* for number one grade nursery stock as adopted by the American Association of Nurserymen.
 - 3. State of Michigan, Department of Transportation (MDOT) Standards, latest edition for Asphalt Repair Work.
 - 4. American concrete Institute (ACI) Standards for Concrete Work

1.03 SUBMITTALS

- A. General: Comply with the provisions of Section 01300.

1.04 PRODUCT HANDLING

- A. Delivery and Storage:
 - 1. Deliver all items to the job site in their original containers with all labels intact and legible.
 - 2. Use all means necessary to protect plant materials before, during, and after installation and to protect the work and materials of all other trades.
- B. Replacements: In the event of damage, immediately make all repairs and replacements necessary to the approval of the Owner's representative and at no additional cost to the Owner.

PART TWO - PRODUCTS

2.01 TOPSOIL

- A. Protect structures, utilities, roads, trees and vegetation from damages caused by landscaping operations.
- B. Topsoil required to complete the work of planting shall be natural, friable topsoil, characteristic of representative soils in the vicinity that produce heavy growths of crops, grass or other vegetation. It shall not be extremely acidic nor alkaline nor contain toxic substances, harmful to plant growth. All topsoil used for this project shall be without admixtures of subsoil; free from clay lumps, stones, roots, debris and other objects over one inch in diameter.

2.02 FERTILIZER

- A. Fertilizer shall meet the applicable sections of the State Highway Specifications.
- B. Fertilizer shall be uniform in composition, free flowing and suitable for application with approved equipment.

2.03 SOD

- A. Product Delivery and Handling:
 - 1. Sod shall be placed within 48 hours of cutting and shall be protected and maintained during transit or storage on site as necessary to ensure vigorous growth after placement.
 - 2. Sod remaining on the site unplaced after 48 hours will be rejected. All yellowing or otherwise discolored sod will be rejected.
 - 3. The Contractor shall inform the Owner's representative 24 hours in advance of any delivery of sod.
- B. Description
 - 1. Sod shall be well established and shall contain all the dense root system of the grasses and shall exhibit vigorous healthy root growth free of noxious weeds, objectionable grasses, grubs, diseases or injurious insects.
 - 2. Sod shall meet the applicable sections of the State Highway Specifications unless specifically called for otherwise by the consultant.

2.04 CONCRETE

- A. Concrete shall be commercially produced material and shall be air entrained, with a minimum compressive strength of 3500 psi at 28 days.
- B. Accessories such as expansion joint materials and tie bars shall be installed in the repaired concrete to match the materials damaged during the work.
- C. All products shall meet current ACI and MDOT standards for new construction.

- D. Concrete curing compound shall be white pigmented, free of paraffin or petroleum, Type 2 curing compound conforming to AASHTO M148 "Standard Specification for Liquid Membrane – Forming Compounds".

2.05 HOT MIX ASPHALT

- A. Hot mix asphalt shall be commercially produced material and shall be an 1100 or 1300 mix design for both the bottom (leveling course) and the top (wearing course) materials.
- B. Tack coat shall be SS-1h material.

2.06 COLD MIX ASPHALT

- A. Cold mix asphalt materials for contained holes shall be POUR-PATCH as manufactured by Revere Products (800) 343-7318.
- B. Cold mix asphalt materials for depressions and chipped out areas shall be EPOXI-TAR PATCH as manufactured by Revere Products (800) 343-7318.

PART THREE - EXECUTION

3.01 INSPECTION

- A. Ground preparation shall not be started until all stones, debris, and similar material larger than "1" in diameter have been removed, depressions and ruts filled and the entire area to be seeded and/or sodded has been accepted by the consultant.

3.02 PROTECTION OF PERSON AND PROPERTY

- A. Protection of Existing Plant Materials
 - 1. Existing trees, shrubs, and plant materials to remain shall be protected by acceptable means.
 - 2. Damage to above plant material shall be repaired by qualified nurserymen or replaced with approved equal material.

3.03 SODDING

- A. General lawn repair shall be performed by personnel familiar with the accepted procedures of planting and under the supervision of a qualified planting foreman.
- B. Preparation of Sod:
 - 1. Immediately prior, but not in excess of 24 hours before sod is to be placed, the soil surface shall be worked until it is relatively free from debris, washes, gullies, clods and stones and is in satisfactory condition.
 - 2. The surface shall be worked to depth of not less than 3" with a disc, tiller, or other equipment approved by the Owner's representative.
 - 3. Prepared surfaces that become crusted shall be reworked to an acceptable condition for sodding.

- C. Application of Fertilizer
 - 1. Commercial fertilizer shall be applied in accordance with the State Highway Specifications.
- D. Application of Sod
 - 1. Laying: Fit sod pieces tightly together so that no joint is visible, alternate courses staggered, and tap firmly to eliminate all air pockets, provide a true and even surface and ensure knitting without displacement of sod or deformation of the surface of sodded areas. Edges shall be buried flush with adjacent soil. Following compaction, screened topsoil shall be used to fill all cracks between sod pieces. Excess soil shall be worked into grass.
 - 2. Watering: Within five hours after the sod has been placed, it shall be saturated to a depth of 2" by watering with a fine spray.
 - 3. Maintenance: Sod shall be watered each day such that it shall be saturated to a depth of ½" by watering with a fine spray until project is accepted by the Owner, but not for a period of more than 21 days. If after 21 days the sod is determined to not be acceptable to the Owner it shall be removed and replaced.

3.04 CONCRETE REPAIR

- A. Damaged concrete shall be saw cut a distance of at least 1 foot beyond the damaged areas. The saw cut shall be at least 1/3rd the depth of the material being removed.
- B. The exposed subgrade materials shall be leveled and compacted prior to the application of the new concrete. Subgrade materials shall also be moistened to prevent quick loss of moisture soon after application.
- C. Forms shall be provided to maintain a clean and vertical face for the installation of new materials, as needed.
- D. New joints shall be laid out in areas of replaced materials. Spacing of joints shall not exceed 15 times the depth of the concrete.
- E. Expansion joint material shall be installed at all locations where the repaired concrete meets a structure, curb, sidewalk, forms an intersection or at 50-ft. intervals in a continuous slab. Expansion joint materials shall cover the entire gap of the joint. The top of the expansion joint materials must be slightly below concrete grade. Anchor expansion joint material to prevent displacing during concrete placing and finishing.
- F. Materials shall be delivered and installed in accordance with the American Concrete Institute (ACI) Standards.
- G. Concrete curing compound shall be applied within 1 hour or final finishing or before the concrete has dried.
- H. Apply pigmented, membrane forming, curing compound in two coats at right angles to each other. Apply compound by spray only. Rate of application shall be 200 square feet per gallon for each coat.
- I. Any areas covered with compound that is disturbed during curing shall be re-sprayed

immediately.

- J. Contractors shall provide protection from rapid curing and from physical damage for a period of not less than 3 days following the application of the new concrete.
- K. Replacement of any existing pavement marking within the repaired area will be included as part of any repair.

3.05 HOT APHALT REPAIRS - To be performed in all areas where asphalt damage occurs. (Cold patch repairs shall be installed as a temporary measure only until hot asphalt repairs can be scheduled and performed.)

- A. Damaged bituminous concrete shall be saw cut a distance of at least 1 foot beyond the limits of damage. The saw cut shall be a minimum of 2" in depth, but not less than $\frac{3}{4}$ of the depth of the existing materials.
- B. The old pavement shall be carefully removed for its full depth, but not less than 4 inches.
- C. The exposed substrate material shall be leveled and compacted prior to the application of the new hot mix asphalt. Subgrade materials that are too soft (due to moisture) shall be allowed to dry or removed and replaced with dryer materials.
- D. The exposed edges of the surrounding asphalt shall be brush coated with tack coat prior to the application of the new hot mix asphalt.
- E. The hot mix asphalt shall be delivered and installed in accordance with MDOT standards. The placement of asphalt shall be as follows:
 - 1. The top course of thickness shall be not less than 1.5" compacted thickness, nor more than 2.5" compacted thickness.
 - 2. The bottom course thickness shall not be less than 2.0" thickness, and shall not be installed in any thickness greater than 3.0" compacted thickness for any one layer.
 - 3. The total thickness of the pavement shall meet or exceed the surrounding materials, but shall not be less than 4.0" total compacted thickness.
 - 4. If dirt is allowed to lie on any one layer, the layer must be swept and a tack coat applied prior to the application of a subsequent layer.
- F. Contractor shall provide protection for the new hot mix asphalt for a minimum of 4 hours following application.
- G. Contractor is responsible for the proper drainage of the patched asphalt. Any water in excess of 1/8" in depth following 30 minutes after a rain will be considered as unacceptable.
- H. Replacement of any stripping or other pavement marking shall be included as part of the repair work.

3.06 Clean Up

- A. Cleanup shall be performed on a daily basis, or more often as may be necessary. Contractor shall use a magnet bar to sweep all ground areas along and around the building where work was performed prior to leaving that area of work.

End of Section 02 8000

SECTION 07 5323 – FULLY ADHERED EPDM ROOFING

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. Furnishing and installation of complete system complying with roofing manufacturer's requirements for specified warranty. Specified system to be adhered ethylene-propylene-diene-terpolymer (EPDM) roofing systems as follows:
 - a.) All roofs including penthouses – **er ar a y e ate**
The building's main roof has structurally sloped metal decks. The penthouses roofs are formed concrete decks (South and North are structurally sloped, Center has a concrete deck of minimum slope i.e. considered it flat. The lowest part of recessed roof area has formed deck of minimum slope considered flat; the remaining 2 higher sections have sloped metal deck.
 - b.) The cornice sloped roof at main roof's parapet – **er ar a y e ate**
The cornice roof at main roof's parapet has existing sloped 3/4" thick treated exterior grade plywood substrate. No new insulation is required for a thermal value but a 1/2" thick min. new poly-iso base board shall be installed (added) for adhered EPDM installation.
2. Roof insulation.
3. Replacement of damaged sections of existing 3/4" treated exterior grade plywood.
4. Walkways and Walk-off roof tiles/pavers.
5. Pre-finished metal edge and coping system.
6. Flashings.
7. Elevating existing curbed access door hatch (to mechanical room, at east side) as needed for warrantied flashing.
8. Wood blocking and nailers including replacement of existing damaged nailers.

B. Related Requirements:

1. Section 011000 "Summary" for coordinating reroofing work with installation of new overflow drainage including high elevation discharge via downspout nozzles and for coordinating adjustment to existing fall protection elements affected by roof insulation thickness increase.

1.3 DEFINITIONS

- A. Roofing Terminology: Definitions in ASTM D 1079 and glossary of NRCA's "The NRCA Roofing Manual: Membrane Roof Systems" apply to work of this Section.

1.4 PREINSTALLATION MEETINGS

- A. Preinstallation Roofing Conference: Conduct conference at Project site.
1. Meet with Owner, Architect, roofing Installer, roofing system manufacturer's representative.
 2. Review methods and procedures related to roofing installation, including manufacturer's written instructions.
 3. Review and finalize construction schedule, and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
 4. Examine deck substrate conditions and finishes, including flatness and fastening.
 5. Review structural loading limitations of roof deck during and after roofing.
 6. Review base flashings, special roofing details, roof drainage, roof penetrations, equipment curbs, and condition of other construction that affects roofing system.
 7. Review governing regulations and requirements for insurance and certificates if applicable.
 8. Review temporary protection requirements for roofing system during and after installation.
 9. Review roof observation and repair procedures after roofing installation.

1.5 ACTION SUBMITTALS

- A. Shop Drawings: Include roof plans, sections, details, and attachments to other work, including the following:
1. Layout and thickness of insulation.
 2. Base flashings and membrane terminations.
 3. Flashing details at penetrations.
 4. Pre-finished metal trim details, including color selection chart.
 5. Tapered insulation, thickness, and slopes.
- B. Samples for Verification: For the following products:
1. Roof membrane and flashings of color required.
 2. Walkway pads or rolls, of color required.
 3. Metal edge trim, of color required.
- C. Wind Uplift Resistance Submittal: For roofing system, indicating compliance with wind uplift performance requirements.

1.6 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer and manufacturer.
- B. Manufacturer Certificates:
1. Performance Requirement Certificate: Signed by roof membrane manufacturer, certifying that roofing system complies with requirements specified in "Performance Requirements" Article.
 - a. Submit evidence of complying with performance requirements.

- C. Product Test Reports: For components of roof membrane and insulation, for tests performed by a qualified testing agency, indicating compliance with specified requirements.
- D. Evaluation Reports: For components of roofing system, from ICC-ES.
- E. Field quality-control reports.
- F. Sample Warranties: For manufacturer's special warranties.

1.7 CLOSEOUT SUBMITTALS

- A. Executed Warranty.
- B. Maintenance Data: For roofing system to include in maintenance manuals.

1.8 QUALITY ASSURANCE

- A. Manufacturer Qualifications: A qualified manufacturer that is UL listed for roofing system identical to that used for this Project.
- B. Installer Qualifications: A qualified firm that is approved, authorized, or licensed by the roofing system manufacturer to install manufacturer's product and that is eligible to receive manufacturer's special warranty.

1.9 DELIVERY, STORAGE, AND HANDLING

- A. Deliver roofing materials to Project site in original containers with seals unbroken and labeled with manufacturer's name, product brand name and type, date of manufacture, approval or listing agency markings, and directions for storing and mixing with other components.
- B. Store liquid materials in their original undamaged containers in a clean, dry, protected location and within the temperature range required by roofing system manufacturer. Protect stored liquid material from direct sunlight.
 - 1. Discard and legally dispose of liquid material that cannot be applied within its stated shelf life.
- C. Protect roof insulation materials from physical damage and from deterioration by sunlight, moisture, soiling, and other sources. Store in a dry location. Comply with insulation manufacturer's written instructions for handling, storing, and protecting during installation.
- D. Handle and store roofing materials, and place equipment in a manner to avoid permanent deflection of deck.

1.10 FIELD CONDITIONS

- A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit roofing system to be installed according to manufacturer's written instructions and warranty requirements.

1.11 WARRANTY

- A. Special Warranty: Manufacturer agrees to repair or replace components of roofing system that fail in materials or workmanship within specified warranty period.
1. Special warranty includes roof membrane, base flashings, roof insulation, fasteners, substrate board, and other components of roofing system.
 2. Warranty Period: **20 year** from Date of Substantial Completion.
 3. Limit of Liability: No dollar limitation.
 4. Scope of Coverage: Repair leaks in the roofing system caused by:
 - a. Ordinary wear and tear of the elements
 - b. Manufacturing defect in branded materials
 - c. Defective workmanship used to install these materials
 - d. Damage due to winds up to 72mph.
 5. Not covered:
 - a. Damage due to winds in excess of 72 mph.
 - b. Damage due to hurricanes or tornadoes.
 - c. Hail.
 - d. Intentional damage.
- B. Special Project Warranty: Submit roofing Installer's warranty, on warranty form at end of this Section, signed by Installer, covering the Work of this Section, including all components of roofing system such as roof membrane, base flashing, roof insulation, fasteners, substrate boards, and walkway products, for the following warranty period:
1. Warranty Period: Two years from Date of Substantial Completion.
- C. Metal Roof Edging: Full system warranty for roof edge system up to 90 mph.
- D. Metal Roof Edging with Exposed Decorative Fascia: Provide 30-year warranty for painted finish covering color fade, chalk, and film integrity.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. General Performance: Installed roofing system and base flashings shall withstand calculated uplift pressures, thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, installation, or other defects in construction. Roofing and flashings shall remain watertight.
1. Accelerated Weathering: Roof membrane shall withstand 2000 hours of exposure when tested according to ASTM G 152, ASTM G 154, or ASTM G 155.
 2. Impact Resistance: Roof membrane shall resist impact damage when tested according to ASTM D 3746, ASTM D 4272.
- B. Material Compatibility: Roofing materials shall be compatible with one another and adjacent materials under conditions of service and application required, as demonstrated by roof membrane manufacturer based on testing and field experience.

- C. Wind Uplift Resistance: Design roofing system to resist at minimum the following wind uplift pressures when tested according to UL 580, or UL 1897:
 - 1. Zone 1 (Roof Area Field): 34.8 pounds per square foot.
 - 2. Zone 2 (Roof Area Perimeter): 58.5 pounds per square foot.
 - 3. Zone 3 (Roof Area Corners): 87.9 pounds per square foot.
- D. Exterior Fire-Test Exposure: ASTM E 108 or UL 790, Class A; for application and roof slopes indicated; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.

2.2 ROOFING SYSTEM DESCRIPTION

- A. Roof System 1
 - 1. Membrane: EPDM - 0 reinforced (Basis of Design RubberGard Max EPDM by Holcim Elevate) with 6" seams. Colors: Black, typical.
 - 2. Installation: fully adhered, base layer allowed for mechanical fastening.
 - 3. Membrane Adhesive: BA 2004 "Bonding Adhesive" by Elevate.
 - 4. Insulation Adhesive: I.S.O. Stick
 - 5. Tapered Insulation: 1/4" per foot to drains and at saddles.
 - 6. Insulation: R Value: 30, 2 layers x 2.6 inches thick.
 - 7. Flashing membrane: self -curing, non-reinforced EPDM membrane, ASTM D4811 Type II, 0.055" thick, same color as field membrane, RubberGard EPDM FormFlash by Elevate.
 - 8. Roof Deck: metal, structurally sloped or formed concrete (some sections structurally sloped, others of minimum slope considered flat).
 - 9. Provide assembly having UL Class A Fire Hazard Classification.
- B. Roof System 2 (at parapet perimeter cornice): Same as Roof System 1 except only 1/2" thick min. poly-iso insulation is needed for base board to be installed over existing sloped 3/4" thick treated exterior graded plywood substrate.

2.3 MANUFACTURERS

- A. Source Limitations: Obtain components including roof insulation for roofing system from same manufacturer as membrane roofing.

2.4 ETHYLENE-PROPYLENE-DIENE-TERPOLYMER (EPDM) ROOFING

- A. EPDM Sheet: ASTM D 4637/D 4637M. Roof System 1 and 2: Black membrane, 60 mil, reinforced , EPDM sheet.
 - 1. Manufacturers: Subject to compliance with requirements, provide Holcim Elevate; Roof System 1 and 2: Black color RubberGard Max EPDM membrane roofing or a comparable product by one of the following:
 - a. Carlisle SynTec Incorporated.
 - b. Versico Roofing Systems
 - 2. Or as approved by Architect prior to bids

3. Thickness: 60 mils, nominal.
4. Exposed Face Color: Black.
5. Source Limitations: Obtain components for roofing system from roof membrane manufacturer.

2.5 AUXILIARY ROOFING MATERIALS

- A. General: Auxiliary materials recommended by roofing system manufacturer for intended use and compatible with other roofing components.
 1. Adhesive and Sealants: Comply with VOC limits of authorities having jurisdiction.
- B. Sheet Flashing: 0.055" min. thick EPDM, according to application.
- C. Prefabricated Pipe Flashings: As recommended by roof membrane manufacturer.
- D. Bonding Adhesive: Manufacturer's standard.
- E. Seaming Material: Manufacturer's standard, synthetic-rubber polymer primer and 6-inch-wide minimum, butyl splice tape with release film.
- F. Water Cutoff Mastic: Manufacturer's standard butyl mastic sealant.
- G. Metal Termination Bars: Manufacturer's standard, predrilled stainless steel or aluminum bars, approximately 1 by 1/8 inch thick; with anchors.
- H. Miscellaneous Accessories: Provide pourable sealers, preformed cone and vent sheet flashings, molded pipe boot flashings, preformed inside and outside corner sheet flashings, reinforced EPDM securement strips, T-joint covers, in-seam sealants, termination reglets, cover strips, and other accessories.

2.6 ROOF INSULATION (for use with Roof System 1)

- A. General: Preformed roof insulation boards manufactured by EPDM roof membrane manufacturer.
- B. Polyisocyanurate Board Insulation: ASTM C 1289, Type II, Class 1, Grade 2, felt or glass-fiber mat facer on both major surfaces.
 1. Compressive Strength: 20 psi.
 2. Size: 48 by 48 inches.
 3. Thickness:
 - a. Base Layer: 2 x 2.6 inches.
 - b. Minimum thickness: 5.2 inches, R30.
- C. Tapered Insulation: Provide factory-tapered insulation boards.
 1. Material: Match roof insulation.
 2. Minimum Thickness: 1/4 inch.
 3. Slope:
 - a. Roof Field: 1/4 inch per foot unless otherwise indicated on Drawings.

- b. Saddles and Crickets: 1/2 inch per foot unless otherwise indicated on Drawings.

2.7 INSULATION ACCESSORIES

- A. General: Roof insulation accessories recommended by insulation manufacturer for intended use and compatibility with other roofing system components.
- B. Insulation Adhesive: Insulation manufacturer's recommended adhesive formulated to attach roof insulation to substrate or to another insulation layer as follows:
 - 1. Bead-applied, low-rise, one-component or multicomponent urethane adhesive.
 - 2. Full-spread, spray-applied, low-rise, two-component urethane adhesive.

2.8 METAL ROOF EDGE AND COPING:

- A. General:
 - 1. Design to warranty requirements: 90 mph roof edge.
 - 2. Provide cleats, splice plates and fasteners.
- B. Metal Roof Edging and Fascia: Continuous metal edge member serving as termination of roof membrane and retainer for metal fascia; watertight with no exposed fasteners; mounted to roof edge nailer
 - a) Wind Performance:
 - (1) Membrane Pull-Off Resistance: 100 lbs./ft (1460 N/m), minimum, when tested in accordance with ANSI/SPRI ES-1 Test Method RE-1, current edition
 - (2) Fascia Pull-Off Resistance: At least the minimum required when tested in accordance with ANSI/SPRI ES-1 Test Method RE-2, current edition
 - (3) Provide product listed in current Factory Mutual Research Corporation Approval Guide with at least FM 1-270 rating
 - b) Description: Two-piece, 45° sloped galvanized steel sheet edge member securing top and bottom edges of formed metal fascia
 - (1) Fascia Face Height: 5" (127 mm)
 - (2) Edge Member Height Above Nailer: 1 1/4" (31 mm)
 - (3) Fascia Material and Finish: 24-gage, 0.024" (0.06 mm) galvanized steel with Kynar 500 finish in Manufacturer's standard color; matching concealed joint splice plates; factory-installed protective plastic film
 - (4) Length: minimum of 120" (3.048 m)
 - (5) Functional Characteristics: Fascia retainer supports while allowing for free thermal cycling of fascia
 - (6) Acceptable Product: Appropriate Elevate pre-manufactured fascia system
- C. Parapet Copings: Formed metal coping with galvanized steel anchor/support cleats for capping any parapet wall; watertight, maintenance free, without exposed fasteners; butt type joints with concealed splice plates; mechanically fastened as indicated
 - c) Wind Performance:
 - (1) At least the minimum required when tested in accordance with ANSI/SPRI ES-1 Test Method RE-3, current edition.
 - (2) Provide product listed in current Factory Mutual Research Corporation Approval

Guide with at least FM 1-90 rating.

- d) Description: Coping sections allowed to expand and contract freely while locked in place on anchor cleats by mechanical pressure from hardened stainless steel springs factory attached to anchor cleats; 8" (200 mm) wide splice plates with factory applied dual non-Curing sealant strips capable of providing watertight seal.
- e) Material and Finish: 24-gage, 0.024" (0.06 mm) thick galvanized steel with Kynar 500 finish in Manufacturer's standard color; matching concealed joint splice plates; factory-installed protective plastic film.
- f) Dimensions:
 - (1) Wall Width: Varies from 12" to 14", to be field verified.
 - (2) Piece Length: Minimum 144" (3.65 m).
- g) Special Condition Application: Factory fabricated at perimeter parapet cornice meeting existing metal roof top edge.
- h) Anchor/Support Cleats: 20-gage, 0.036" (0.9 mm) thick pre-punched galvanized cleat with 12" (305 mm) wide stainless-steel spring mechanically locked to cleat at 72" (1.82 m) on center.
- i) Special Shaped Components: Provide factory-fabricated pieces necessary for complete installation, including miters, corners, intersections, curves, pier caps, and end caps; minimum 14" (355 mm) long legs on corner, intersection, and end pieces.
- j) Fasteners: Factory-furnished; electrolytically compatible; minimum pull out resistance of 240 lbs. (109 kg) for actual substrate used; no exposed fasteners.
- k) Acceptable Product: Appropriate Elevate pre-manufactured coping system

2.9 ROOF DRAIN INSERTS

- A. Base-of-Design: Drain Insert 4" W56RAC2714 with Replacement Dome W56RAC2710 by Holcim Elevate (former Firestone) or equivalent product.
- B. New overflow drains and downspout nozzles – see plumbing specifications and drawings.

2.10 WALKWAYS

- A. Flexible Walkways: Factory-formed, nonporous, heavy-duty, slip-resisting, surface-textured walkway rolls, approximately 3/16 inch thick and acceptable to roofing system manufacturer.
 - 1. Size: Approximately 36 by 60 inches
 - 2. Color: Contrasting with roof membrane.

2.11 ACCESSORY MATERIALS

- A. Wood Nailers: PS 20 dimension lumber, Structural Grade No. 2 or better Southern Pine, Douglas Fir, or PS 1,
 - 1. Width: 3-1/2 inches, nominal minimum or as wide as the nailing flange of the roof accessory to be attached to it.
 - 2. Thickness: Thickness as required to meet insulation or coping.

- B. Treated exterior grade plywood : APA Exterior Grade plywood; pressure preservative treated.
 - 1. Thickness: $\frac{3}{4}$ " thick as needed for replacement of existing damaged sections at cornice , and $\frac{5}{8}$ " thick min. or as required to meet other insulation and coping details needs.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements and other conditions affecting performance of the Work.
 - 1. Verify that roof openings and penetrations are in place, curbs are set and braced, and roof-drain bodies are securely clamped in place.
 - 2. Verify that wood blocking, curbs, and nailers are securely anchored to roof deck at penetrations and terminations and that nailers match thicknesses of insulation.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Clean substrate of dust, debris, moisture, and other substances detrimental to roofing system installation according to roofing system manufacturer's written instructions. Remove sharp projections.
- B. Prevent materials from entering and clogging roof drains and conductors and from spilling or migrating onto surfaces of other construction. Remove roof-drain plugs when no work is taking place or when rain is forecast.

3.3 ROOFING INSTALLATION, GENERAL

- A. Install roofing system according to roofing system manufacturer's written instructions.
- B. Complete terminations and base flashings and provide temporary seals to prevent water from entering completed sections of roofing system at end of workday or when rain is forecast. Remove and discard temporary seals before beginning work on adjoining roofing.

3.4 INSULATION INSTALLATION

- A. Coordinate installing roofing system components so insulation is not exposed to precipitation or left exposed at end of workday.
- B. Comply with roofing system and insulation manufacturer's written instructions for installing roof insulation.
- C. Installation Over Metal Decks:
- D. Installation Over Concrete Decks:

1. Install base layer of insulation with joints staggered not less than 24 inches in adjacent rows.
 - a. Trim insulation neatly to fit around penetrations and projections, and to fit tight to intersecting sloping roof decks.
 - b. Make joints between adjacent insulation boards not more than 1/4 inch in width.
 - c. At internal roof drains, slope insulation to create a square drain sump with each side equal to the diameter of the drain bowl plus 24 inches.
 - 1) Trim insulation so that water flow is unrestricted.
 - d. Fill gaps exceeding 1/4 inch with insulation.
 - e. Cut and fit insulation within 1/4 inch of nailers, projections, and penetrations.
 - f. Adhered Insulation: Install each layer of insulation and adhere to substrate as follows:
 - 1) Set each layer of insulation in ribbons of bead-applied insulation adhesive, firmly pressing and maintaining insulation in place.
 - 2) Set each layer of insulation in a uniform coverage of full-spread insulation adhesive, firmly pressing and maintaining insulation in place.
2. Install upper layers of insulation and tapered insulation with joints of each layer offset not less than 12 inches from previous layer of insulation.
 - a. Staggered end joints within each layer not less than 24 inches in adjacent rows.
 - b. Trim insulation neatly to fit around penetrations and projections, and to fit tight to intersecting sloping roof decks.
 - c. Make joints between adjacent insulation boards not more than 1/4 inch in width.
 - d. At internal roof drains, slope insulation to create a square drain sump with each side equal to the diameter of the drain bowl plus 24 inches.
 - 1) Trim insulation so that water is unrestricted.
 - e. Fill gaps exceeding 1/4 inch with insulation.
 - f. Cut and fit insulation within 1/4 inch of nailers, projections, and penetrations.
 - g. Adhered Insulation: Install each layer of insulation and adhere to substrate as follows:
 - 1) Set each layer of insulation in ribbons of bead-applied insulation adhesive, firmly pressing and maintaining insulation in place.
 - 2) Set each layer of insulation in a uniform coverage of full-spread insulation adhesive, firmly pressing and maintaining insulation in place.

3.5 ADHERED ROOFING INSTALLATION

- A. Adhere roof membrane over area to receive roofing according to roofing system manufacturer's written instructions.
- B. Unroll membrane roof membrane and allow to relax before installing.
- C. Start installation of roofing in presence of roofing system manufacturer's technical personnel and Owner's testing and inspection agency.
- D. Accurately align roof membrane and maintain uniform side and end laps of minimum dimensions required by manufacturer. Stagger end laps.

- E. Bonding Adhesive: Apply to substrate and underside of roof membrane at rate required by manufacturer and allow to partially dry before installing roof membrane. Do not apply to splice area of roof membrane.
- F. In addition to adhering, mechanically fasten roof membrane securely at terminations, penetrations, and perimeters.
- G. Apply roof membrane with side laps shingled with slope of roof deck where possible.
- H. Tape Seam Installation: Clean and prime both faces of splice areas, apply splice tape.
 - 1. Firmly roll side and end laps of overlapping roof membrane to ensure a watertight seam installation.
 - 2. Apply lap sealant and seal exposed edges of roofing terminations.
- I. Repair tears, voids, and lapped seams in roof membrane that do not comply with requirements.
- J. Spread sealant or mastic bed over deck-drain flange at roof drains, and securely seal roof membrane in place with clamping ring.

3.6 BASE FLASHING INSTALLATION

- A. Install sheet flashings and preformed flashing accessories and adhere to substrates according to roofing system manufacturer's written instructions.
- B. Apply bonding adhesive to substrate and underside of sheet flashing at required rate and allow to partially dry. Do not apply to seam area of flashing.
- C. Flash penetrations and field-formed inside and outside corners with cured or uncured sheet flashing.
- D. Clean splice areas, apply splicing cement, and firmly roll side and end laps of overlapping sheets to ensure a watertight seam installation. Apply lap sealant and seal exposed edges of sheet flashing terminations.
- E. Terminate and seal top of sheet flashings and mechanically anchor to substrate through termination bars.

3.7 EXISTING ROOF DRAINS

- A. All existing roof drains shall be reconditioned as required to meet manufacturer's requirements for warranty. Existing drains may also be retrofit if existing drain cannot be reconditioned.
- B. Remove all existing flashings, drain leads, roofing materials and cement from the drain; remove clamping ring.
- C. Install new roof drain clamping ring and clamping bolts; tighten clamping bolts to achieve constant compression.

- D. Replace any or all missing and or broken parts to ensure the drains are complete and functional to meet the manufactures detail requirements. Coordinate plumbing with the owner's rep to ensure all drains are functional and plumbing is secure and in working order.
- E. All roof drains to be water tested to ensure flow and water tightness.

3.8 WALKWAY INSTALLATION

- A. Flexible Walkways: Install walkway products according to manufacturer's written instructions.
 - 1. Install flexible walkways at the following locations:
 - a. Perimeter of each rooftop unit.
 - b. Between each rooftop unit location, creating a continuous path connecting rooftop unit locations.
 - c. Between each roof hatch/door/entry point and each rooftop unit location or path connecting rooftop unit locations.
 - d. Top and bottom of each roof access ladder.
 - e. Between each roof access ladder and each rooftop unit location or path connecting rooftop unit locations.
 - f. Locations indicated on Drawings.
 - 2. Provide 6-inch clearance between adjoining pads.
 - 3. Adhere walkway products to substrate with compatible adhesive according to roofing system manufacturer's written instructions.

3.9 FIELD QUALITY CONTROL

- A. Final Roof Inspection: Arrange for roofing system manufacturer's technical personnel to inspect roofing installation on completion, in presence of Architect, and to prepare inspection report.
- B. Repair or remove and replace components of roofing system where inspections indicate that they do not comply with specified requirements.
- C. Additional testing and inspecting, at Contractor's expense, will be performed to determine if replaced or additional work complies with specified requirements.

3.10 PROTECTING AND CLEANING

- A. Protect roofing system from damage and wear during remainder of construction period. When remaining construction does not affect or endanger roofing system, inspect roofing system for deterioration and damage, describing its nature and extent in a written report, with copies to Architect and Owner.
- B. Correct deficiencies in or remove roofing system that does not comply with requirements, repair substrates, and repair or reinstall roofing system to a condition free of damage and deterioration at time of Substantial Completion and according to warranty requirements.
- C. Clean overspray and spillage from adjacent construction using cleaning agents and procedures recommended by manufacturer of affected construction.

3.11 ROOFING INSTALLER'S WARRANTY

- A. WHEREAS _____ of _____, herein called the "Roofing Installer," has performed roofing and associated work ("work") on the following project:
1. Owner: < n e r t n a e w n e r >.
 2. Address: < n e r t a r e >.
 3. Building Name/Type: < n e r t n r a t n >.
 4. Address: < n e r t a r e >.
 5. Area of Work: < n e r t n r a t n >.
 6. Acceptance Date: _____.
 7. Warranty Period: < n e r t t e >.
 8. Expiration Date: _____.
- B. AND WHEREAS Roofing Installer has contracted (either directly with Owner or indirectly as a subcontractor) to warrant said work against leaks and faulty or defective materials and workmanship for designated Warranty Period,
- C. NOW THEREFORE Roofing Installer hereby warrants, subject to terms and conditions herein set forth, that during Warranty Period Roofing Installer will, at Roofing Installer's own cost and expense, make or cause to be made such repairs to or replacements of said work as are necessary to correct faulty and defective work and as are necessary to maintain said work in a watertight condition.
- D. This Warranty is made subject to the following terms and conditions:
1. Specifically excluded from this Warranty are damages to work and other parts of the building, and to building contents, caused by:
 - a. lightning;
 - b. peak gust wind speed exceeding 72 mph
 - c. fire;
 - d. failure of roofing system substrate, including cracking, settlement, excessive deflection, deterioration, and decomposition;
 - e. faulty construction of parapet walls, copings, chimneys, skylights, vents, equipment supports, and other edge conditions and penetrations of the work;
 - f. vapor condensation on bottom of roofing; and
 - g. activity on roofing by others, including construction contractors, maintenance personnel, other persons, and animals, whether authorized or unauthorized by Owner.
 2. When work has been damaged by any of foregoing causes, Warranty shall be null and void until such damage has been repaired by Roofing Installer and until cost and expense thereof have been paid by Owner or by another responsible party so designated.
 3. Roofing Installer is responsible for damage to work covered by this Warranty but is not liable for consequential damages to building or building contents resulting from leaks or faults or defects of work.
 4. During Warranty Period, if Owner allows alteration of work by anyone other than Roofing Installer, including cutting, patching, and maintenance in connection with penetrations, attachment of other work, and positioning of anything on roof, this Warranty shall become null and void on date of said alterations, but only to the extent said alterations affect work covered by this Warranty. If Owner engages Roofing Installer

to perform said alterations, Warranty shall not become null and void unless Roofing Installer, before starting said work, shall have notified Owner in writing, showing reasonable cause for claim, that said alterations would likely damage or deteriorate work, thereby reasonably justifying a limitation or termination of this Warranty.

5. During Warranty Period, if original use of roof is changed and it becomes used for, but was not originally specified for, a promenade, work deck, spray-cooled surface, flooded basin, or other use or service more severe than originally specified, this Warranty shall become null and void on date of said change, but only to the extent said change affects work covered by this Warranty.
6. Owner shall promptly notify Roofing Installer of observed, known, or suspected leaks, defects, or deterioration and shall afford reasonable opportunity for Roofing Installer to inspect work and to examine evidence of such leaks, defects, or deterioration.
7. This Warranty is recognized to be the only warranty of Roofing Installer on said work and shall not operate to restrict or cut off Owner from other remedies and resources lawfully available to Owner in cases of roofing failure. Specifically, this Warranty shall not operate to relieve Roofing Installer of responsibility for performance of original work according to requirements of the Contract Documents, regardless of whether Contract was a contract directly with Owner or a subcontract with Owner's General Contractor.

E. IN WITNESS THEREOF, this instrument has been duly executed this _____ day of _____, _____.

1. Authorized Signature: _____.
2. Name: _____.
3. Title: _____.

END OF SECTION 07 5323

SECTION 077100 - ROOF SPECIALTIES

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. Roof-edge drainage systems – gutters and downspouts where indicated to be replaced.
 - 2. Roof pavers.
 - 3. Prefabricated roof curb with steel top to be used as security camera platform.
- B. Related Requirements:
 - 1. Section 07 5323 “Adhered EPDM Roofing”.
 - 2. Section 07 9200 "Joint Sealants" for field-applied sealants between roof specialties and adjacent materials.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
 - 1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes.
- B. Shop Drawings: For roof specialties.
 - 1. Include plans, keyed details, and attachments to other work.
 - 2. Include product data information and color chart.
 - 3. Include details of special conditions.
- C. Samples: For finish color and texture approval.
- D. Samples for Initial Selection: For each type of roof specialty indicated with factory-applied color finishes.

1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For manufacturer.
- B. Product Certificates: For each type of roof specialty.
- C. Product Test Reports: For material / product tests performed by a qualified testing agency.

- D. Sample Warranty: For manufacturer's special warranty.

1.5 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For roofing specialties to include in maintenance manuals.

1.6 QUALITY ASSURANCE

- A. Manufacturer Qualifications: A qualified manufacturer offering products meeting requirements that are FM Approvals listed for specified class.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Do not store roof specialties in contact with other materials that might cause staining, denting, or other surface damage. Store roof specialties away from uncured concrete and masonry.
- B. Protect strippable protective covering on roof specialties from exposure to sunlight and high humidity, except to extent necessary for the period of roof-specialty installation.

1.8 FIELD CONDITIONS

- A. Field Measurements: Verify profiles and tolerances of roof-specialty substrates by field measurements before fabrication, and indicate measurements on Shop Drawings.
- B. Coordination: Coordinate roof specialties with flashing, trim, and construction of parapets, roof deck, roof and wall panels, and other adjoining work to provide a leakproof, secure, and noncorrosive installation.

1.9 WARRANTY

- A. Special Warranty on Painted Finishes: Manufacturer agrees to repair finish or replace roof specialties that show evidence of deterioration of factory-applied finishes within specified warranty period.
 - 1. Fluoropolymer Finish: Deterioration includes, but is not limited to, the following:
 - a. Color fading more than 5 Hunter units when tested according to ASTM D 2244.
 - b. Chalking in excess of a No. 8 rating when tested according to ASTM D 4214.
 - c. Cracking, checking, peeling, or failure of paint to adhere to bare metal.
 - 2. Finish Warranty Period: 20 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. General Performance: Roof specialties shall withstand exposure to weather and resist thermally induced movement without failure, rattling, leaking, or fastener disengagement due to defective manufacture, fabrication, installation, or other defects in construction.
- B. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes to prevent buckling, opening of joints, hole elongation, overstressing of components, failure of joint sealants, failure of connections, and other detrimental effects. Provide clips that resist rotation and avoid shear stress as a result of thermal movements. Base calculations on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss as per local climate occurrence.

2.2 ROOF-EDGE DRAINAGE SYSTEMS

- A. Gutters: Manufactured in uniform section lengths not exceeding 12 feet with matching corner units, ends, outlet tubes, and other accessories. Elevate back edge at least 1 inch above front edge and in compliance with the roofing manufacturer's recommended gutter details. Furnish flat-stock gutter straps, gutter brackets, expansion joints, and expansion-joint covers fabricated from same metal as gutters.
 - 1. Aluminum Sheet: 0.032 inch (22 gauge) thick.
 - 2. Gutter Profile: Style A according to SMACNA's "Architectural Sheet Metal Manual."
 - 3. Corners: Factory mitered and soldered.
 - 4. Gutter Supports: Gutter brackets and inside straps complaint with roofing manufacturer's gutter system details with finish matching the gutters.
- B. Downspouts: Plain rectangular complete with mitered elbows, manufactured from the following exposed metal. Furnish with metal hangers, from same material as downspouts, and anchors.
 - 1. Formed Aluminum: 0.032 inch (22 gauge) thick.
- C. Parapet Scuppers: Per roofing manufacturer's standard detail or manufactured with closure flange trim to exterior, 4-inch- wide wall flanges to interior, and base extending 4 inches beyond cant or tapered strip into field of roof. Fasten gravel guard angles to base of scuppers or as per roofing manufacturer's standard detail.
 - 1. Formed Aluminum: 0.032 inch (22 gauge) thick.
- D. Conductor Heads: Complaint with roofing manufacturer's scupper detail and/ or manufactured conductor heads, each with flanged back and stiffened top edge, and of dimensions and shape indicated, complete with outlet tube that nests into upper end of downspout exterior flange trim or built-in overflow as per roofing manufacturer recommended detail.
 - 1. Formed Aluminum: 0.032 inch (22 gauge) thick.
- E. Splash Pans: Fabricate from the following exposed metal:
 - 1. Formed Aluminum: 0.040 inch thick.
- F. Aluminum Finish: Two-coat fluoropolymer finish.

1. Color: As selected by Architect from manufacturer's full range.

2.3 MATERIALS

- A. Aluminum Sheet: **ASTM B 209 (ASTM B 209M)**, alloy as standard with manufacturer for finish required, with temper to suit forming operations and performance required.

2.4 MISCELLANEOUS MATERIALS – GENERAL FASTENERS

- A. Fasteners: Manufacturer's recommended fasteners, suitable for application and designed to meet performance requirements. Furnish the following unless otherwise indicated:
 1. Exposed Penetrating Fasteners: Gasketed screws with hex washer heads matching color of sheet metal.
 2. Fasteners for Copper Sheet: Copper, hardware bronze, or passivated Series 300 stainless steel.
 3. Fasteners for Aluminum: Aluminum or Series 300 stainless steel.
 4. Fasteners for Stainless-Steel Sheet: Series 300 stainless steel.
 5. Fasteners for Zinc-Coated (Galvanized) Steel Sheet: Series 300 stainless steel or hot-dip zinc-coated steel according to ASTM A 153/A 153M or ASTM F 2329.

2.5 FINISHES

- A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.
- B. Protect mechanical and painted finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
- C. Appearance of Finished Work: Noticeable variations in same piece are unacceptable. Variations in appearance of adjoining components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.
- D. Coil-Coated Aluminum Sheet Finishes:
 1. High-Performance Organic Finish: Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
 - a. Two-Coat Fluoropolymer: AAMA 2605. Fluoropolymer finish containing not less than 70 percent PVDF resin by weight in color coat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.

2.6 ROOF PAVERS

- A. Concrete Roof Pavers: 24" x 24" x 2" thick, typical units to be installed at designated roof access steps or doors. Provide protective EPDM mat section underneath.
- B. Or equivalent products to rubber pavers as approved prior to bidding.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, to verify actual locations, dimensions, and other conditions affecting performance of the Work.
- B. Examine walls, roof edges, and parapets for suitable conditions for roof specialties.
- C. Verify that substrate is sound, dry, smooth, clean, sloped for drainage where applicable, and securely anchored.
- D. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION, GENERAL

- A. General: Install roof specialties according to manufacturer's written instructions. Anchor roof specialties securely in place, with provisions for thermal and structural movement. Use fasteners, solder, protective coatings, separators, underlayments, sealants, and other miscellaneous items as required to complete roof-specialty systems.
 - 1. Install roof specialties level, plumb, true to line and elevation; with limited oil-canning and without warping, jogs in alignment, buckling, or tool marks.
 - 2. Provide uniform, neat seams with minimum exposure of solder and sealant.
 - 3. Install roof specialties to fit substrates and to result in weathertight performance. Verify shapes and dimensions of surfaces to be covered before manufacture.
 - 4. Torch cutting of roof specialties is not permitted.
 - 5. Do not use graphite pencils to mark metal surfaces.
- B. Metal Protection: Protect metals against galvanic action by separating dissimilar metals from contact with each other or with corrosive substrates by painting contact surfaces with bituminous coating or by other permanent separation as recommended by manufacturer.
 - 1. Coat concealed side of uncoated aluminum and steel roof specialties with bituminous coating where in contact with wood, ferrous metal, or cementitious construction.
 - 2. Bed flanges in thick coat of asphalt roofing cement where required by manufacturers of roof specialties for waterproof performance.
- C. Expansion Provisions: Allow for thermal expansion of exposed roof specialties.
- D. Fastener Sizes: Use fasteners of adequate sizes that penetrate substrates but not less than recommended by fastener manufacturer to achieve maximum pull-out resistance.
- E. Seal concealed joints with butyl sealant as required by roofing-specialty manufacturer.

- F. Seal joints as required for weathertight construction. Place sealant to be completely concealed in joint. Do not install sealants at temperatures below 40 deg F (4 deg C).

3.3 ROOF-EDGE SPECIALITIES INSTALLATION

- A. Install cleats, cants, and other anchoring and attachment accessories and devices with concealed fasteners.
- B. Anchor roof edgings with manufacturer's required devices, fasteners, and fastener spacing to meet performance requirements.

3.4 ROOF-EDGE DRAINAGE-SYSTEM INSTALLATION

- A. General: Install components to produce a complete roof-edge drainage system according to manufacturer's written instructions. Coordinate installation of roof perimeter flashing with installation of roof-edge drainage system.
- B. Gutters: Join and seal gutter lengths. Allow for thermal expansion. Attach gutters to firmly anchored gutter supports spaced not more than 24 inches apart. Attach ends with rivets and seal with sealant to make watertight. Slope to downspouts.
- C. Downspouts: Join sections with manufacturer's standard telescoping joints. Provide hangers with fasteners designed to hold downspouts securely to walls and 1 inch away from walls; locate fasteners at top and bottom and at approximately 60 inches o.c.
- D. Splash Pans: Install where downspouts discharge on low-slope roofs. Set in elastomeric sealant.
- E. Parapet Scuppers: Install scuppers through parapet where indicated. Continuously support scupper, set to correct elevation, and seal flanges to interior wall face, over cants or tapered edge strips, and under roofing membrane.
 - 1. Anchor scupper closure trim flange to exterior wall and seal or solder to scupper.
 - 2. Loosely lock front edge of scupper with conductor head.
 - 3. Seal or solder exterior wall scupper flanges into back of conductor head.
- F. Conductor Heads: Anchor securely to wall with elevation of conductor top edge 1 inch below scupper or gutter discharge. Coordinate installation with roofing manufacturer's recommended detail.

3.5 CLEANING AND PROTECTION

- A. Clean exposed metal surfaces of substances that interfere with uniform oxidation and weathering.
- B. Clean and neutralize flux materials. Clean off excess solder and sealants.
- C. Remove temporary protective coverings and strippable films as roof specialties are installed. On completion of installation, clean finished surfaces, including removing unused fasteners, metal

filings, pop rivet stems, and pieces of flashing. Maintain roof specialties in a clean condition during construction.

- D. Replace roof specialties that have been damaged or that cannot be successfully repaired by finish touchup or similar minor repair procedures.

END OF SECTION 07 7100

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SECTION 079200 - JOINT SEALANTS

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 work includes but is not limited to types :
 1. Silicone joint sealants.
 2. Urethane joint sealants.
 3. Latex joint sealants.
 4. Butyl Joint sealant.

1.3 ACTION SUBMITTALS

- A. Product Data: For each joint-sealant product indicated.
- B. Samples for Initial Selection: Manufacturer's color charts consisting of strips of cured sealants showing the full range of colors available for each product exposed to view.
- C. Samples for Verification: For each kind and color of joint sealant required, provide Samples with joint sealants in **1/2-inch- (13-mm-)** wide joints formed between two **6-inch- (150-mm-)** long strips of material matching the appearance of exposed surfaces adjacent to joint sealants.

1.4 QUALITY ASSURANCE

- A. Installer Qualifications: Manufacturer's authorized representative who is trained and approved for installation of units required for this Project.
- B. Source Limitations: Obtain each kind of joint sealant from single source from single manufacturer.

1.5 PROJECT CONDITIONS

- A. Do not proceed with installation of joint sealants under the following conditions:
 1. When ambient and substrate temperature conditions are outside limits permitted by joint-sealant manufacturer or are below **40 deg F (5 deg C)**.
 2. When joint substrates are wet.

3. Where joint widths are less than those allowed by joint-sealant manufacturer for applications indicated.
4. Where contaminants capable of interfering with adhesion have not yet been removed from joint substrates.

1.6 WARRANTY

- A. Special Installer's Warranty: Manufacturer's standard form in which Installer agrees to repair or replace joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.
 1. Warranty Period: Two years from date of Substantial Completion.
- B. Special Manufacturer's Warranty: Manufacturer's standard form in which joint-sealant manufacturer agrees to furnish joint sealants to repair or replace those that do not comply with performance and other requirements specified in this Section within specified warranty period.
 1. Warranty Period: 20 years from date of Substantial Completion for silicone sealants.
 2. Warranty Period: 10 years from date of Substantial Completion for urethane sealants.
- C. Special warranties specified in this article exclude deterioration or failure of joint sealants from the following:
 1. Movement of the structure caused by structural settlement or errors attributable to design or construction resulting in stresses on the sealant exceeding sealant manufacturer's written specifications for sealant elongation and compression.
 2. Disintegration of joint substrates from natural causes exceeding design specifications.
 3. Mechanical damage caused by individuals, tools, or other outside agents.
 4. Changes in sealant appearance caused by accumulation of dirt or other atmospheric contaminants.

PART 2 - PRODUCTS

2.1 MATERIALS, GENERAL

- A. Compatibility: Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by joint-sealant manufacturer, based on testing and field experience.
- B. Liquid-Applied Joint Sealants: Comply with ASTM C 920 and other requirements indicated for each liquid-applied joint sealant specified, including those referencing ASTM C 920 classifications for type, grade, class, and uses related to exposure and joint substrates.
- C. Stain-Test-Response Characteristics: Where sealants are specified to be nonstaining to porous substrates, provide products that have undergone testing according to ASTM C 1248 and have not stained porous joint substrates indicated for Project.
- D. Colors of Exposed Joint Sealants: As selected by Architect from manufacturer's full range.

2.2 SILICONE JOINT SEALANTS

- A. Single-Component, Nonsag, Neutral-Curing Silicone Joint Sealant (JS-1): ASTM C 920, Type S, Grade NS, Class 100/50, for Use NT.
 - 1. Products: Subject to compliance with requirements, provide one of the following:
 - a. Pecora Corporation; 890.
 - b. Sika Corporation, Construction Products Division; SikaSil-C990.
 - c. Tremco Incorporated; Spectrem 1.
 - d. Or approved equal.
- B. Mildew-Resistant, Single-Component, Acid-Curing Silicone Joint Sealant (JS-2): ASTM C 920, Type S, Grade NS, Class 25, for Use NT.
 - 1. Products: Subject to compliance with requirements, provide one of the following:
 - a. Dow Corning Corporation; 786 Mildew Resistant.
 - b. GE Advanced Materials - Silicones; Sanitary SCS1700.
 - c. Tremco Incorporated; Tremsil 200 Sanitary.
 - d. Or approved equal.

2.3 URETHANE JOINT SEALANTS

- A. Single-Component, Nonsag, Urethane Joint Sealant (JS-3): ASTM C 920, Type S, Grade NS, Class 100/50, for Use NT.
 - 1. Products: Subject to compliance with requirements, provide one of the following:
 - a. Sika Corporation, Construction Products Division; Sikaflex 15LM.
 - b. Tremco Incorporated; Dymonic FC.
 - c. Or approved equal.

2.4 LATEX JOINT SEALANTS

- A. Latex Joint Sealant (JS-4): Acrylic latex or siliconized acrylic latex, ASTM C 834, Type OP, Grade NF.
 - 1. Products: Subject to compliance with requirements, provide one of the following:
 - a. BASF Building Systems; Sonolac.
 - b. Pecora Corporation; AC-20+.
 - c. Tremco Incorporated; Tremflex 834.
 - d. Or approved equal.

2.5 BUTYL JOINT SEALANTS

- A. Butyl-Rubber-Based Joint Sealants: ASTM C 1311.

2.6 JOINT SEALANT BACKING

- A. General: Provide sealant backings of material that are nonstaining; are compatible with joint substrates, sealants, primers, and other joint fillers; and are approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.
- B. Cylindrical Sealant Backings: ASTM C 1330, Type C (closed-cell material with a surface skin), and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.

2.7 MISCELLANEOUS MATERIALS

- A. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.
- B. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting joint-sealant performance.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions and the following requirements:
 - 1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.
 - 2. Clean porous joint substrate surfaces by brushing, grinding, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining after cleaning operations above by vacuuming or blowing out joints with oil-free compressed air. Porous joint substrates include the following:
 - a. Concrete.
 - b. Masonry.
 - c. Unglazed surfaces of ceramic tile.

3. Remove laitance and form-release agents from concrete.
- B. Joint Priming: Prime joint substrates where recommended by joint-sealant manufacturer or as indicated by preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.
- C. Masking Tape: Use masking tape where required to prevent contact of sealant or primer with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

3.3 INSTALLATION OF JOINT SEALANTS

- A. General: Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.
- B. Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.
- C. Install sealant backings of kind indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
 1. Do not leave gaps between ends of sealant backings.
 2. Do not stretch, twist, puncture, or tear sealant backings.
 3. Remove absorbent sealant backings that have become wet before sealant application and replace them with dry materials.
- D. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.
- E. Install sealants using proven techniques that comply with the following and at the same time backings are installed:
 1. Place sealants so they directly contact and fully wet joint substrates.
 2. Completely fill recesses in each joint configuration.
 3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.
- F. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified in subparagraphs below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.
 1. Remove excess sealant from surfaces adjacent to joints.
 2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
 3. Provide concave joint profile per Figure 8A in ASTM C 1193, unless otherwise indicated.

- a. Use masking tape to protect surfaces adjacent to tooled joints.

3.4 CLEANING

- A. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

3.5 PROTECTION

- A. Protect joint sealants during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out and remove damaged or deteriorated joint sealants immediately so installations with repaired areas are indistinguishable from original work.

END OF SECTION 07 9200

SECTION 220500 – COMMON WORK RESULTS FOR PLUMBING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:

1. Piping materials and installation instructions common to most piping systems.
2. Mechanical sleeve seals.
3. Sleeves.
4. Escutcheons.
5. Grout.
6. Mechanical demolition.
7. Equipment installation requirements common to equipment sections.
8. Painting and finishing.
9. Supports and anchorages.
10. Mechanical Identification
11. Pipe curbs and equipment supports.

1.3 DEFINITIONS

- A. Finished Spaces: Spaces other than mechanical and electrical equipment rooms, furred spaces, pipe and duct shafts, unheated spaces immediately below roof, spaces above ceilings, unexcavated spaces, crawlspaces, and tunnels.
- B. Exposed, Interior Installations: Exposed to view indoors. Examples include finished occupied spaces and mechanical equipment rooms.
- C. Exposed, Exterior Installations: Exposed to view outdoors or subject to outdoor ambient temperatures and weather conditions. Examples include rooftop locations.
- D. Concealed, Interior Installations: Concealed from view and protected from physical contact by building occupants. Examples include above ceilings and in duct shafts.
- E. Concealed, Exterior Installations: Concealed from view and protected from weather conditions and physical contact by building occupants but subject to outdoor ambient temperatures. Examples include installations within unheated shelters.
- F. The following are industry abbreviations for plastic materials:
 1. ABS: Acrylonitrile-butadiene-styrene plastic.

2. CPVC: Chlorinated polyvinyl chloride plastic.
3. PE: Polyethylene plastic.
4. PVC: Polyvinyl chloride plastic.

G. The following are industry abbreviations for rubber materials:

1. EPDM: Ethylene-propylene-diene terpolymer rubber.
2. NBR: Acrylonitrile-butadiene rubber.

1.4 SUBMITTALS

A. Product Data: For the following:

1. Transition fittings.
2. Dielectric fittings.
3. Mechanical sleeve seals.
4. Escutcheons.

B. Welding certificates.

C. Operation and Maintenance Data: At the end of the project the contractor shall submit two paper copies of the Operation and Maintenance Data to the owner in three ring binders with the project title and contractor's contact information.

D. Project Record Documents: Throughout the project the contractor shall keep a running record of as-builts showing deviations from the plans. At the end of the project the contractor shall submit one clean hand sketch set of documents to the owner.

1.5 QUALITY ASSURANCE

A. Steel Support Welding: Qualify processes and operators according to AWS D1.1, "Structural Welding Code--Steel."

B. Steel Pipe Welding: Qualify processes and operators according to ASME Boiler and Pressure Vessel Code: Section IX, "Welding and Brazing Qualifications."

1. Comply with provisions in ASME B31 Series, "Code for Pressure Piping."
2. Certify that each welder has passed AWS qualification tests for welding processes involved and that certification is current.

C. Electrical Characteristics for Mechanical Equipment: Equipment of higher electrical characteristics may be furnished provided such proposed equipment is approved in writing and connecting electrical services, circuit breakers, and conduit sizes are appropriately modified. If minimum energy ratings or efficiencies are specified, equipment shall comply with requirements.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver pipes and tubes with factory-applied end caps. Maintain end caps through shipping, storage, and handling to prevent pipe end damage and to prevent entrance of dirt, debris, and moisture.
- B. Store plastic pipes protected from direct sunlight. Support to prevent sagging and bending.

1.7 COORDINATION

- A. Arrange for pipe spaces, chases, slots, and openings in building structure during progress of construction, to allow for mechanical installations.
- B. Coordinate installation of required supporting devices and set sleeves in poured-in-place concrete and other structural components as they are constructed.
- C. Coordinate requirements for access panels and doors for mechanical items requiring access that are concealed behind finished surfaces. Access panels and doors are specified in Division 8 Section "Access Doors and Frames."
- D. Drawings are diagrammatical and do not necessarily show all fittings required to meet field conditions and coordination requirements with other trades. The contractor is responsible for making adjustments in the routing and elevations to meet the job requirements and maintaining required slopes as required for each system.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. In other Part 2 articles where subparagraph titles below introduce lists, the following requirements apply for product selection:
 - 1. Manufacturers: Subject to compliance with requirements, provide products by the manufacturers specified.

2.2 PIPE, TUBE, AND FITTINGS

- A. Refer to individual Division 22 piping Sections for pipe, tube, and fitting materials and joining methods.
- B. Pipe Threads: ASME B1.20.1 for factory-threaded pipe and pipe fittings.

2.3 JOINING MATERIALS

- A. Refer to individual Division 22 piping Sections for special joining materials.

2.4 MECHANICAL SLEEVE SEALS

- A. Description: Modular sealing element unit, designed for field assembly, to fill annular space between pipe and sleeve.
 - 1. Manufacturers:
 - a. Advance Products & Systems, Inc.
 - b. Calpico, Inc.
 - c. Metraflex Co.
 - d. Pipeline Seal and Insulator, Inc.
 - 2. Sealing Elements: EPDM or NBR interlocking links shaped to fit surface of pipe. Include type and number required for pipe material and size of pipe.
 - 3. Pressure Plates: Plastic, Carbon steel or Stainless steel. Include two for each sealing element.
 - 4. Connecting Bolts and Nuts: Carbon steel with corrosion-resistant coating or Stainless steel of length required to secure pressure plates to sealing elements. Include one for each sealing element.

2.5 SLEEVES

- A. Galvanized-Steel Sheet: 0.0239-inch minimum thickness; round tube closed with welded longitudinal joint.
- B. Steel Pipe: ASTM A 53, Type E, Grade B, Schedule 40, galvanized, plain ends.
- C. Cast Iron: Cast or fabricated "wall pipe" equivalent to ductile-iron pressure pipe, with plain ends and integral waterstop, unless otherwise indicated.
- D. Stack Sleeve Fittings: Manufactured, cast-iron sleeve with integral clamping flange. Include clamping ring and bolts and nuts for membrane flashing.
 - 1. Underdeck Clamp: Clamping ring with set screws.
- E. Molded PVC: Permanent, with nailing flange for attaching to wooden forms.
- F. PVC Pipe: ASTM D 1785, Schedule 40.

2.6 ESCUTCHEONS

- A. Description: Manufactured wall and ceiling escutcheons and floor plates, with an ID to closely fit around pipe, tube, and insulation of insulated piping and an OD that completely covers opening.
- B. One-Piece, Deep-Pattern Type: Deep-drawn, box-shaped brass with polished chrome-plated finish.
- C. One-Piece, Cast-Brass Type: With set screw.

1. Finish: Polished chrome-plated and rough brass.
- D. Split-Casting, Cast-Brass Type: With concealed hinge and set screw.
 1. Finish: Polished chrome-plated and rough brass.
- E. One-Piece, Stamped-Steel Type: With set screw or spring clips and chrome-plated finish.
- F. Split-Plate, Stamped-Steel Type: With concealed or exposed-rivet hinge, set screw or spring clips, and chrome-plated finish.
- G. One-Piece, Floor-Plate Type: Cast-iron floor plate.
- H. Split-Casting, Floor-Plate Type: Cast brass with concealed hinge and set screw.

2.7 GROUT

- A. Description: ASTM C 1107, Grade B, nonshrink and nonmetallic, dry hydraulic-cement grout.
 1. Characteristics: Post-hardening, volume-adjusting, nonstaining, noncorrosive, nongaseous, and recommended for interior and exterior applications.
 2. Design Mix: 5000-psi, 28-day compressive strength.
 3. Packaging: Premixed and factory packaged.

PART 3 - EXECUTION

3.1 MECHANICAL DEMOLITION

- A. Refer to Division 1 Sections "Cutting and Patching" and "Selective Demolition" for general demolition requirements and procedures.
- B. Disconnect, demolish, and remove mechanical systems, equipment, and components indicated to be removed.
 1. Piping to Be Removed: Remove portion of piping indicated to be removed and cap or plug remaining piping with same or compatible piping material.
 2. Equipment to Be Removed: Disconnect and cap services and remove equipment.
- C. If pipe, insulation, or equipment to remain is damaged in appearance or is unserviceable, remove damaged or unserviceable portions and replace with new products of equal capacity and quality.

3.2 PIPING SYSTEMS - COMMON REQUIREMENTS

- A. Install piping according to the following requirements and Division 22 Sections specifying piping systems.

- B. Drawing plans, schematics, and diagrams indicate general location and arrangement of piping systems. Indicated locations and arrangements were used to size pipe and calculate friction loss, expansion, pump sizing, and other design considerations. Install piping as indicated unless deviations to layout are approved on Coordination Drawings.
- C. Install piping in concealed locations, unless otherwise indicated and except in equipment rooms and service areas.
- D. Install piping indicated to be exposed and piping in equipment rooms and service areas at right angles or parallel to building walls. Diagonal runs are prohibited unless specifically indicated otherwise.
- E. Install piping above accessible ceilings to allow sufficient space for ceiling panel removal.
- F. Install piping at indicated slopes.
- G. Install piping free of sags and bends.
- H. Install fittings for changes in direction and branch connections.
- I. Install piping to allow application of insulation.
- J. Select system components with pressure rating equal to or greater than system operating pressure.
- K. Install escutcheons for penetrations of walls, ceilings, and floors according to the following:
 - 1. New Piping:
 - a. Piping with Fitting or Sleeve Protruding from Wall: One-piece, deep-pattern type.
 - b. Chrome-Plated Piping: One-piece, cast-brass type with polished chrome-plated finish.
 - c. Insulated Piping: One-piece, stamped-steel type with spring clips.
 - d. Bare Piping at Wall and Floor Penetrations in Finished Spaces: One-piece, cast-brass type with polished chrome-plated finish.
 - e. Bare Piping at Wall and Floor Penetrations in Finished Spaces: One-piece, stamped-steel type.
 - f. Bare Piping at Ceiling Penetrations in Finished Spaces: One-piece or split-casting, cast-brass type with polished chrome-plated finish.
 - g. Bare Piping at Ceiling Penetrations in Finished Spaces: One-piece, stamped-steel type or split-plate, stamped-steel type with concealed hinge and set screw.
 - h. Bare Piping in Unfinished Service Spaces: One-piece, cast-brass type with polished chrome-plated or rough-brass finish.
 - i. Bare Piping in Unfinished Service Spaces: One-piece, stamped-steel type with concealed or exposed-rivet hinge and set screw or spring clips.
 - j. Bare Piping in Equipment Rooms: One-piece, cast-brass type.
 - k. Bare Piping in Equipment Rooms: One-piece, stamped-steel type with set screw or spring clips.
 - l. Bare Piping at Floor Penetrations in Equipment Rooms: One-piece, floor-plate type.

- L. Permanent sleeves are not required for holes formed by removable PE sleeves.
- M. Install sleeves for pipes passing through concrete and masonry walls and concrete floor and roof slabs.
- N. Install sleeves for pipes passing through concrete and masonry walls, gypsum-board partitions, and concrete floor and roof slabs.
 - 1. Cut sleeves to length for mounting flush with both surfaces.
 - a. Exception: Extend sleeves installed in floors of mechanical equipment areas or other wet areas 2 inches above finished floor level. Extend cast-iron sleeve fittings below floor slab as required to secure clamping ring if ring is specified.
 - 2. Install sleeves in new walls and slabs as new walls and slabs are constructed.
 - 3. Install sleeves that are large enough to provide 1/4-inch annular clear space between sleeve and pipe or pipe insulation. Use the following sleeve materials:
 - a. PVC or Steel Pipe Sleeves: For pipes smaller than NPS 6 (DN 150).
 - b. Steel Sheet Sleeves: For pipes NPS 6 (DN 150) and larger, penetrating gypsum-board partitions.
 - c. Stack Sleeve Fittings: For pipes penetrating floors with membrane waterproofing. Secure flashing between clamping flanges. Install section of cast-iron soil pipe to extend sleeve to 2 inches above finished floor level. Refer to Division 7 Section "Sheet Metal Flashing and Trim" for flashing.
 - 1) Seal space outside of sleeve fittings with grout.
 - 4. Except for underground wall penetrations, seal annular space between sleeve and pipe or pipe insulation, using joint sealants appropriate for size, depth, and location of joint. Refer to Division 7 Section "Joint Sealants" for materials and installation.
- O. Aboveground, Exterior-Wall Pipe Penetrations: Seal penetrations using sleeves and mechanical sleeve seals. Select sleeve size to allow for 1-inch annular clear space between pipe and sleeve for installing mechanical sleeve seals.
 - 1. Install steel pipe for sleeves smaller than 6 inches in diameter.
 - 2. Install cast-iron "wall pipes" for sleeves 6 inches and larger in diameter.
 - 3. Mechanical Sleeve Seal Installation: Select type and number of sealing elements required for pipe material and size. Position pipe in center of sleeve. Assemble mechanical sleeve seals and install in annular space between pipe and sleeve. Tighten bolts against pressure plates that cause sealing elements to expand and make watertight seal.
- P. Fire-Barrier Penetrations: Maintain indicated fire rating of walls, partitions, ceilings, and floors at pipe penetrations. Seal pipe penetrations with firestop materials. Refer to Division 7 Section "Through-Penetration Firestop Systems" for materials.
- Q. Verify final equipment locations for roughing-in.
- R. Refer to equipment specifications in other Sections of these Specifications for roughing-in requirements.

3.3 PIPING JOINT CONSTRUCTION

- A. Join pipe and fittings according to the following requirements and Division 22 Sections specifying piping systems.
- B. Ream ends of pipes and tubes and remove burrs. Bevel plain ends of steel pipe.
- C. Remove scale, slag, dirt, and debris from inside and outside of pipe and fittings before assembly.

3.4 PIPING CONNECTIONS

- A. Make connections according to the following, unless otherwise indicated:
 - 1. Dry Piping Systems: Install dielectric unions and flanges to connect piping materials of dissimilar metals.
 - 2. Wet Piping Systems: Install dielectric coupling and nipple fittings to connect piping materials of dissimilar metals.

3.5 EQUIPMENT INSTALLATION - COMMON REQUIREMENTS

- A. Install equipment to allow maximum possible headroom unless specific mounting heights are not indicated.
- B. Install equipment level and plumb, parallel and perpendicular to other building systems and components in exposed interior spaces, unless otherwise indicated.
- C. Install mechanical equipment to facilitate service, maintenance, and repair or replacement of components. Connect equipment for ease of disconnecting, with minimum interference to other installations. Extend grease fittings to accessible locations.
- D. Install equipment to allow right of way for piping installed at required slope.
- E. Install equipment per the manufacturer's recommendations. If the manufacturer's recommendations are different than shown on the construction documents or as otherwise specified contact the engineer.
- F. Contractor shall provide all equipment and associated controls required to provide a complete and operable system.
- G. The scope of work for all Division 22 sections includes all miscellaneous work needed (whether or not specified or shown on the documents) to produce a complete and fully operational system.

3.6 PAINTING

- A. Painting of mechanical systems, equipment, and components is specified in Architectural Section.

- B. Damage and Touchup: Repair marred and damaged factory-painted finishes with materials and procedures to match original factory finish.

3.7 ERECTION OF METAL SUPPORTS AND ANCHORAGES

- A. Refer to Division 5 Section "Metal Fabrications" for structural steel.
- B. Cut, fit, and place miscellaneous metal supports accurately in location, alignment, and elevation to support and anchor mechanical materials and equipment.
- C. Field Welding: Comply with AWS D1.1.

3.8 GROUTING

- A. Mix and install grout for mechanical equipment base bearing surfaces, pump and other equipment base plates, and anchors.
- B. Clean surfaces that will come into contact with grout.
- C. Provide forms as required for placement of grout.
- D. Avoid air entrapment during placement of grout.
- E. Place grout, completely filling equipment bases.
- F. Place grout on concrete bases and provide smooth bearing surface for equipment.
- G. Place grout around anchors.
- H. Cure placed grout.

END OF SECTION 220500

SECTION 220529 – HANGERS AND SUPPORTS FOR PLUMBING PIPING AND EQUIPMENT

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes hangers and supports for mechanical system piping and equipment.
- B. See Division 22 Section "Mechanical Vibration and Seismic Controls for Plumbing Piping and Equipment" for vibration isolation supports and hangers and seismic restraints.

1.2 DEFINITIONS

- A. Terminology: As defined in MSS SP-90, "Guidelines on Terminology for Pipe Hangers and Supports."

1.3 PERFORMANCE REQUIREMENTS

- A. Design channel support systems for piping to support multiple pipes capable of supporting combined weight of supported systems, system contents, and test water.
- B. Design heavy-duty steel trapezes for piping to support multiple pipes capable of supporting combined weight of supported systems, system contents, and test water.

1.4 SUBMITTALS

- A. Product Data: For each type of pipe hanger, channel support system component, and thermal-hanger shield insert indicated.

1.5 QUALITY ASSURANCE

- A. Welding: Qualify procedures and personnel according to AWS D1.1, "Structural Welding Code--Steel."

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. In other Part 2 articles where subparagraph titles below introduce lists, the following requirements apply for product selection:
 - 1. Manufacturers: Subject to compliance with requirements, provide products by the manufacturers specified.

2.2 MANUFACTURED UNITS

A. Pipe Hangers, Supports, and Components: MSS SP-58, factory-fabricated components.

1. Manufacturers:

- a. AAA Technology and Specialties Co., Inc.
- b. B-Line Systems, Inc.
- c. Carpenter & Patterson, Inc.
- d. Empire Tool & Manufacturing Co., Inc.
- e. Globe Pipe Hanger Products, Inc.
- f. Anvil International.
- g. GS Metals Corp.
- h. Michigan Hanger Co., Inc.
- i. National Pipe Hanger Corp.
- j. PHD Manufacturing, Inc.
- k. PHS Industries, Inc.
- l. Piping Technology & Products, Inc.

2. Galvanized, Metallic Coatings: For piping and equipment that will not have field-applied finish.

3. Nonmetallic Coatings: On attachments for electrolytic protection where attachments are in direct contact with copper tubing.

B. Channel Support Systems: MFMA-2, factory-fabricated components for field assembly.

1. Manufacturers:

- a. B-Line Systems, Inc.
- b. Anvil International.
- c. GS Metals Corp.
- d. Michigan Hanger Co., Inc.
- e. National Pipe Hanger Corp.
- f. Thomas & Betts Corp.
- g. Unistrut Corp.
- h. Wesanco, Inc.

2. Coatings: Manufacturer's standard finish, unless bare metal surfaces are indicated.

3. Nonmetallic Coatings: On attachments for electrolytic protection where attachments are in direct contact with copper tubing.

C. Thermal-Hanger Shield Inserts: 100-psi minimum compressive-strength insulation, encased in sheet metal shield.

1. Manufacturers:

- a. Carpenter & Patterson, Inc.
- b. Michigan Hanger Co., Inc.
- c. PHS Industries, Inc.
- d. Pipe Shields, Inc.
- e. Rilco Manufacturing Co., Inc.

f. Value Engineered Products, Inc.

2. Material for Cold Piping: ASTM C552, Type II cellular glass with 100-psi or ASTM C591, Type VI, Grade 1 polyisocyanurate with 125-psi minimum compressive strength and vapor barrier.
3. For Trapeze or Clamped System: Insert and shield cover entire circumference of pipe.
4. For Clevis or Band Hanger: Insert and shield cover lower 180 degrees of pipe.
5. Insert Length: Extend 2 inches beyond sheet metal shield for piping operating below ambient air temperature.

2.3 MISCELLANEOUS MATERIALS

- A. Mechanical-Anchor Fasteners: Insert-type attachments with pull-out and shear capacities appropriate for supported loads and building materials where used.
- B. Structural Steel: ASTM A 36/A 36M, steel plates, shapes, and bars, black and galvanized.
- C. Hanger Rods: Galvanized all-thread, ASTM A 36.
- D. Grout: ASTM C 1107, Grade B, factory-mixed and -packaged, nonshrink and nonmetallic, dry, hydraulic-cement grout.
 1. Characteristics: Post hardening and volume adjusting; recommended for both interior and exterior applications.
 2. Properties: Nonstaining, noncorrosive, and nongaseous.
 3. Design Mix: 5000-psi, 28-day compressive strength.

PART 3 - EXECUTION

3.1 APPLICATIONS

- A. Specific hanger requirements are specified in Sections specifying equipment and systems.
- B. Comply with MSS SP-69 for pipe hanger selections and applications that are not specified in piping system Specification Sections.
- C. Horizontal-Piping Hangers and Supports: Unless otherwise indicated and except as specified in piping system Specification Sections, install the following types:
 1. Adjustable Steel Clevis Hangers (MSS Type 1): For suspension of noninsulated or insulated stationary pipes, NPS 1/2 to NPS 30 .
 2. Yoke-Type Pipe Clamps (MSS Type 2): For suspension of 120 to 450 deg F pipes, NPS 4 to NPS 16 , requiring up to 4 inches of insulation.
 3. Carbon- or Alloy-Steel, Double-Bolt Pipe Clamps (MSS Type 3): For suspension of pipes, NPS 3/4 to NPS 24, requiring clamp flexibility and up to 4 inches of insulation.
 4. Adjustable Steel Band Hangers (MSS Type 7): For suspension of noninsulated stationary pipes, NPS 1/2 to NPS 8.
 5. U-Bolts (MSS Type 24): For support of heavy pipe, NPS 1/2 to NPS 30.

6. Pipe Saddle Supports (MSS Type 36): For support of pipes, NPS 4 to NPS 36, with steel pipe base stanchion support and cast-iron floor flange.
 7. Single Pipe Rolls (MSS Type 41): For suspension of pipes, NPS 1 to NPS 30, from 2 rods if longitudinal movement caused by expansion and contraction might occur.
 8. Complete Pipe Rolls (MSS Type 44): For support of pipes, NPS 2 to NPS 42, if longitudinal movement caused by expansion and contraction might occur but vertical adjustment is not necessary.
- D. Vertical-Piping Clamps: Unless otherwise indicated and except as specified in piping system Specification Sections, install the following types:
1. Extension Pipe or Riser Clamps (MSS Type 8): For support of pipe risers, NPS 3/4 to NPS 20.
 2. Carbon- or Alloy-Steel Riser Clamps (MSS Type 42): For support of pipe risers, NPS 3/4 to NPS 20, if longer ends are required for riser clamps.
- E. Hanger-Rod Attachments: Unless otherwise indicated and except as specified in piping system Specification Sections, install the following types:
1. Steel Turnbuckles (MSS Type 13): For adjustment up to 6 inches for heavy loads.
 2. Steel Clevises (MSS Type 14): For 120 to 450 deg F piping installations.
- F. Building Attachments: Unless otherwise indicated and except as specified in piping system Specification Sections, install the following types:
1. Steel or Malleable Concrete Inserts (MSS Type 18): For upper attachment to suspend pipe hangers from concrete ceiling.
 2. Top-Beam C-Clamps (MSS Type 19): For use under roof installations with bar-joist construction to attach to top flange of structural shape.
 3. Side-Beam or Channel Clamps (MSS Type 20): For attaching to bottom flange of beams, channels, or angles.
 4. Center-Beam Clamps (MSS Type 21): For attaching to center of bottom flange of beams.
 5. Welded Beam Attachments (MSS Type 22): For attaching to bottom of beams if loads are considerable and rod sizes are large.
 6. C-Clamps (MSS Type 23): For structural shapes.
 7. Welded-Steel Brackets: For support of pipes from below or for suspending from above by using clip and rod. Use one of the following for indicated loads:
 - a. Light (MSS Type 31): 750 lb.
 - b. Medium (MSS Type 32): 1500 lb.
 - c. Heavy (MSS Type 33): 3000 lb.
 8. Side-Beam Brackets (MSS Type 34): For sides of steel or wooden beams.
 9. Plate Lugs (MSS Type 57): For attaching to steel beams if flexibility at beam is required.
- G. Saddles and Shields: Unless otherwise indicated and except as specified in piping system Specification Sections, install the following types:
1. Steel Pipe-Covering Protection Saddles (MSS Type 39): To fill interior voids with insulation that matches adjoining insulation.

2. Protection Shields (MSS Type 40): Of length recommended by manufacturer to prevent crushing insulation.
 3. Thermal-Hanger Shield Inserts: For supporting insulated pipe.
- H. Spring Hangers and Supports: Unless otherwise indicated and except as specified in piping system Specification Sections, install the following types:
1. Spring Cushions (MSS Type 48): For light loads if vertical movement does not exceed 1-1/4 inches.
 2. Spring-Cushion Roll Hangers (MSS Type 49): For equipping Type 41 roll hanger with springs.
 3. Variable-Spring Base Supports (MSS Type 52): Preset to indicated load and limit variability factor to 25 percent to absorb expansion and contraction of piping system from base support.

3.2 INSTALLATION

- A. Pipe Hanger and Support Installation: Comply with MSS SP-69 and MSS SP-89. Install hangers, supports, clamps, and attachments as required to properly support piping from building structure.
- B. Channel Support System Installation: Arrange for grouping of parallel runs of piping and support together on field-assembled channel systems. Field assemble and install according to manufacturer's written instructions.
- C. Heavy-Duty Steel Trapeze Installation: Arrange for grouping of parallel runs of horizontal piping and support together on field-fabricated, heavy-duty trapezes. Support pipes of various sizes together and space trapezes for smallest pipe size or install intermediate supports for smaller diameter pipes as specified above for individual pipe hangers. Field fabricate from ASTM A 36/A 36M, steel shapes selected for loads being supported. Weld steel according to AWS D1.1.
- D. Install building attachments within concrete slabs or attach to structural steel. Space attachments within maximum piping span length indicated in MSS SP-69. Install additional attachments at concentrated loads, including valves, flanges, guides, strainers, and expansion joints, and at changes in direction of piping. Install concrete inserts before concrete is placed; fasten inserts to forms and install reinforcing bars through openings at top of inserts.
- E. Install mechanical-anchor fasteners in concrete after concrete is placed and completely cured. Install fasteners according to manufacturer's written instructions.
- F. Install hangers and supports complete with necessary inserts, bolts, rods, nuts, washers, and other accessories.
- G. Install hangers and supports to allow controlled thermal and seismic movement of piping systems, to permit freedom of movement between pipe anchors, and to facilitate action of expansion joints, expansion loops, expansion bends, and similar units.
- H. Load Distribution: Install hangers and supports so that piping live and dead loads and stresses from movement will not be transmitted to connected equipment.

- I. Pipe Slopes: Install hangers and supports to provide indicated pipe slopes and so maximum pipe deflections allowed by ASME B31.9, "Building Services Piping," is not exceeded.
- J. Insulated Piping: Comply with the following:
 1. Attach clamps and spacers to piping.
 - a. Piping Operating above Ambient Air Temperature: Clamp may project through insulation.
 - b. Piping Operating below Ambient Air Temperature: Use thermal-hanger shield insert with clamp sized to match OD of insert.
 - c. Do not exceed pipe stress limits according to ASME B31.9.
 2. Install MSS SP-58, Type 39 protection saddles, if insulation without vapor barrier is indicated. Fill interior voids with insulation that matches adjoining insulation.
 3. Install MSS SP-58, Type 40 protective shields on cold piping with vapor barrier. Shields shall span arc of 180 degrees.
 4. Shield Dimensions for Pipe: Not less than the following:
 - a. NPS 1/4 to NPS 3-1/2: 12 inches long and 0.048 inch thick.
 - b. NPS 4: 12 inches long and 0.06 inch thick.
 - c. NPS 5 and NPS 6: 18 inches long and 0.06 inch thick.
 5. Insert Material: Length at least as long as protective shield.
 6. Thermal-Hanger Shields: Install with insulation same thickness as piping insulation.

3.3 EQUIPMENT SUPPORTS

- A. Fabricate structural-steel stands to suspend equipment from structure above or to support equipment above floor. Place grout under supports for equipment and make smooth bearing surface.

3.4 METAL FABRICATION

- A. Cut, drill, and fit miscellaneous metal fabrications for heavy-duty steel trapezes and equipment supports. Fit exposed connections together to form hairline joints. Field-weld connections that cannot be shop-welded because of shipping size limitations. Comply with AWS D1.1 procedures for shielded metal arc welding, appearance and quality of welds, and methods used in correcting welding work, and with the following:
 1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
 2. Obtain fusion without undercut or overlap.
 3. Remove welding flux immediately.
 4. Finish welds at exposed connections so no roughness shows after finishing and contours of welded surfaces match adjacent contours.

3.5 ADJUSTING

- A. Hanger Adjustment: Adjust hangers to distribute loads equally on attachments and to achieve indicated slope of pipe.

3.6 PAINTING

- A. Touching Up: Clean field welds and abraded areas of shop paint. Paint exposed areas immediately after erecting hangers and supports. Use same materials as used for shop painting. Comply with SSPC-PA 1 requirements for touching up field-painted surfaces. Apply paint by brush or spray to provide a minimum dry film thickness of 2.0 mils. See Division 9 Section "Painting" for paint materials and application requirements.
- B. Galvanized Surfaces: Clean welds, bolted connections, and abraded areas and apply galvanizing-repair paint to comply with ASTM A 780.

END OF SECTION 220529

SECTION 220553 – IDENTIFICATION FOR PLUMBING PIPING AND EQUIPMENT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following mechanical identification materials and their installation:
 - 1. Pipe markers.

1.3 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Samples: For color, letter style, and graphic representation required for each identification material and device.
- C. Valve numbering scheme.
- D. Valve Schedules: For each piping system. Furnish extra copies (in addition to mounted copies) to include in maintenance manuals.

1.4 QUALITY ASSURANCE

- A. ASME Compliance: Comply with ASME A13.1, "Scheme for the Identification of Piping Systems," for letter size, length of color field, colors, and viewing angles of identification devices for piping.

1.5 COORDINATION

- A. Coordinate installation of identifying devices with completion of covering and painting of surfaces where devices are to be applied.
- B. Coordinate installation of identifying devices with location of access panels and doors.
- C. Install identifying devices before installing acoustical ceilings and similar concealment.

PART 2 - PRODUCTS

2.1 PIPING IDENTIFICATION DEVICES

- A. Manufactured Pipe Markers, General: Preprinted, color-coded, with lettering indicating service, and showing direction of flow.
 - 1. Colors: Comply with ASME A13.1, unless otherwise indicated.
 - 2. Lettering: Use piping system terms indicated and abbreviate only as necessary for each application length
 - 3. Pipes with OD, Including Insulation, Less Than 6 Inches: Full-band pipe markers extending 360 degrees around pipe at each location.
 - 4. Pipes with OD, Including Insulation, 6 Inches and Larger: Either full-band or strip-type pipe markers at least three times letter height and of length required for label.
 - 5. Arrows: Integral with piping system service lettering to accommodate both directions; or as separate unit on each pipe marker to indicate direction of flow.
- B. Self-Adhesive Pipe Markers: Plastic with pressure-sensitive, permanent-type, self-adhesive back.

PART 3 - EXECUTION

3.1 APPLICATIONS, GENERAL

- A. Products specified are for applications referenced in other Division 22 Sections. If more than single-type material, device, or label is specified for listed applications, selection is Installer's option.

3.2 PIPING IDENTIFICATION

- A. Install manufactured pipe markers indicating service on each piping system. Install with flow indication arrows showing direction of flow.
 - 1. Pipes with OD, Including Insulation, Less Than 6 Inches: Self-adhesive pipe markers. Use color-coded, self-adhesive plastic tape, 1-1/2 inches wide, lapped at least 1-1/2 inches at both ends of pipe marker, and covering full circumference of pipe.
 - 2. Pipes with OD, Including Insulation, 6 Inches and Larger: Self-adhesive pipe markers. Use color-coded, self-adhesive plastic tape, at least 1-1/2 inches wide, lapped at least 3 inches at both ends of pipe marker, and covering full circumference of pipe.
- B. Locate pipe markers and color bands where piping is exposed in finished spaces; machine rooms; accessible maintenance spaces such as shafts, tunnels, and plenums; and exterior nonconcealed locations as follows:
 - 1.
 - 2. Near each branch connection, excluding short takeoffs for fixtures and terminal units. Where flow pattern is not obvious, mark each pipe at branch.
 - 3. Near penetrations through walls, floors, ceilings, and nonaccessible enclosures.

4. Spaced at maximum intervals of 50 feet along each run. Reduce intervals to 25 feet in areas of congested piping and equipment.
5. On piping above removable acoustical ceilings. Omit intermediately spaced markers.

3.3 ADJUSTING

- A. Relocate mechanical identification materials and devices that have become visually blocked by other work.

3.4 CLEANING

- A. Clean faces of mechanical identification devices.

END OF SECTION 220553

SECTION 220700 – PLUMBING INSULATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes mechanical insulation for water heater breeching, equipment and pipe, including the following:
 - 1. Insulation Materials:
 - a. Flexible elastomeric.
 - b. Mineral fiber.
 - 2. Insulating cements.
 - 3. Adhesives.
 - 4. Mastics.
 - 5. Lagging adhesives.
 - 6. Sealants.
 - 7. Factory-applied jackets.
 - 8. Tapes.
 - 9. Securements.
 - 10. Corner angles.

1.3 DEFINITIONS

- A. ASJ: All-service jacket.
- B. FSK: Foil, scrim, kraft paper.
- C. FSP: Foil, scrim, polyethylene.
- D. PVDC: Polyvinylidene chloride.
- E. SSL: Self-sealing lap.

1.4 SUBMITTALS

- A. Product Data: For each type of product indicated, identify thermal conductivity, thickness, and jackets (both factory and field applied, if any).

- B. Shop Drawings: Show details for the following:
 - 1. Application of protective shields, saddles, and inserts at hangers for each type of insulation and hanger.
 - 2. Insulation application at pipe expansion joints for each type of insulation.
 - 3. Insulation application at elbows, fittings, flanges, valves, and specialties for each type of insulation.
 - 4. Removable insulation at piping specialties, equipment connections, and access panels.
 - 5. Application of field-applied jackets.
 - 6. Field application for each equipment type.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: Skilled mechanics who have successfully completed an apprenticeship program or another craft training program certified by the Department of Labor, Bureau of Apprenticeship and Training.
- B. Fire-Test-Response Characteristics: Insulation and related materials shall have fire-test-response characteristics indicated, as determined by testing identical products per ASTM E 84, by a testing and inspecting agency acceptable to authorities having jurisdiction. Factory label insulation and jacket materials and adhesive, mastic, and cement material containers, with appropriate markings of applicable testing and inspecting agency.
 - 1. Insulation Installed Indoors: Flame-spread index of 25 or less, and smoke-developed index of 50 or less.
 - 2. Insulation Installed Outdoors: Flame-spread index of 75 or less, and smoke-developed index of 150 or less.
- C. National Commercial and Industrial Insulation Standards: Comply with installation requirements and standards.
- D. ASHRAE Standard 90.1-2004: Comply with insulation values required by the standard.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Packaging: Insulation material containers shall be marked by manufacturer with appropriate ASTM standard designation, type and grade, and maximum use temperature.

1.7 COORDINATION

- A. Coordinate size and location of supports, hangers, and insulation shields specified in Division 22 Section "Hangers and Supports for Plumbing Piping and Equipment."
- B. Coordinate clearance requirements with piping Installer for piping insulation application and equipment Installer for equipment insulation application. Before preparing piping Shop Drawings, establish and maintain clearance requirements for installation of insulation and field-applied jackets and finishes and for space required for maintenance.

1.8 SCHEDULING

- A. Schedule insulation application after pressure testing systems and, where required, after installing and testing heat tracing. Insulation application may begin on segments that have satisfactory test results.
- B. Complete installation and concealment of plastic materials as rapidly as possible in each area of construction.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. In other Part 2 articles where titles below introduce lists, the following requirements apply to product selection:
 - 1. Products: Subject to compliance with requirements, provide one of the products specified.

2.2 INSULATION MATERIALS

- A. Refer to Part 3 schedule articles for requirements about where insulating materials shall be applied.
- B. Products shall not contain asbestos, lead, mercury, or mercury compounds.
- C. Products that come in contact with stainless steel shall have a leachable chloride content of less than 50 ppm when tested according to ASTM C 871.
- D. Insulation materials for use on austenitic stainless steel shall be qualified as acceptable according to ASTM C 795.
- E. Foam insulation materials shall not use CFC or HCFC blowing agents in the manufacturing process.
- F. Flexible Elastomeric: Closed-cell, sponge- or expanded-rubber materials. Comply with ASTM C 534, Type I for tubular materials and Type II for sheet materials.
 - 1. Products:
 - a. Aeroflex USA Inc.; Aerocel.
 - b. Armacell LLC; AP Armaflex.
 - c. RBX Corporation; Insul-Sheet 1800 and Insul-Tube 180.
- G. Mineral-Fiber, Preformed Pipe Insulation:
 - 1. Products:
 - a. Fibrex Insulations Inc.; Coreplus 1200.

- b. Johns Manville; Micro-Lok.
 - c. Knauf Insulation; 1000 (Pipe Insulation).
 - d. Manson Insulation Inc.; Alley-K.
 - e. Owens Corning; Fiberglas Pipe Insulation.
2. Type I, 850 deg F Materials: Mineral or glass fibers bonded with a thermosetting resin. Comply with ASTM C 547, Type I, Grade A, with factory-applied ASJ. Factory-applied jacket requirements are specified in Part 2 "Factory-Applied Jackets" Article.

2.3 INSULATING CEMENTS

- A. Mineral-Fiber Insulating Cement: Comply with ASTM C 195.
1. Products:
 - a. Insulco, Division of MFS, Inc.; Triple I.
 - b. P. K. Insulation Mfg. Co., Inc.; Super-Stik.
- B. Expanded or Exfoliated Vermiculite Insulating Cement: Comply with ASTM C 196.
1. Products:
 - a. P. K. Insulation Mfg. Co., Inc.; Thermal-V-Kote.
- C. Mineral-Fiber, Hydraulic-Setting Insulating and Finishing Cement: Comply with ASTM C 449/C 449M.
1. Products:
 - a. Insulco, Division of MFS, Inc.; SmoothKote.
 - b. P. K. Insulation Mfg. Co., Inc.; PK No. 127, and Quik-Cote.
 - c. Rock Wool Manufacturing Company; Delta One Shot.

2.4 ADHESIVES

- A. Materials shall be compatible with insulation materials, jackets, and substrates and for bonding insulation to itself and to surfaces to be insulated, unless otherwise indicated.
- B. Flexible Elastomeric and Polyolefin Adhesive: Comply with MIL-A-24179A, Type II, Class I.
1. Products:
 - a. Aeroflex USA Inc.; Aeroseal.
 - b. Armacell LCC; 520 Adhesive.
 - c. Foster Products Corporation, H. B. Fuller Company; 85-75.
 - d. RBX Corporation; Rubatex Contact Adhesive.
- C. Mineral-Fiber Adhesive: Comply with MIL-A-3316C, Class 2, Grade A.
1. Products:

- a. Childers Products, Division of ITW; CP-82.
 - b. Foster Products Corporation, H. B. Fuller Company; 85-20.
 - c. ITW TACC, Division of Illinois Tool Works; S-90/80.
 - d. Marathon Industries, Inc.; 225.
 - e. Mon-Eco Industries, Inc.; 22-25.
- D. ASJ Adhesive, and FSK and PVDC Jacket Adhesive: Comply with MIL-A-3316C, Class 2, Grade A for bonding insulation jacket lap seams and joints.
1. Products:
 - a. Childers Products, Division of ITW; CP-82.
 - b. Foster Products Corporation, H. B. Fuller Company; 85-20.
 - c. ITW TACC, Division of Illinois Tool Works; S-90/80.
 - d. Marathon Industries, Inc.; 225.
 - e. Mon-Eco Industries, Inc.; 22-25.

2.5 MASTICS

- A. Materials shall be compatible with insulation materials, jackets, and substrates; comply with MIL-C-19565C, Type II.
- B. Vapor-Barrier Mastic: Water based; suitable for indoor and outdoor use on below ambient services.
1. Products:
 - a. Childers Products, Division of ITW; CP-35.
 - b. Foster Products Corporation, H. B. Fuller Company; 30-90.
 - c. ITW TACC, Division of Illinois Tool Works; CB-50.
 - d. Marathon Industries, Inc.; 590.
 - e. Mon-Eco Industries, Inc.; 55-40.
 - f. Vimasco Corporation; 749.
 2. Water-Vapor Permeance: ASTM E 96, Procedure B, 0.013 perm at 43-mil dry film thickness.
 3. Service Temperature Range: Minus 20 to plus 180 deg F.
 4. Solids Content: ASTM D 1644, 59 percent by volume and 71 percent by weight.
 5. Color: White.
- C. Vapor-Barrier Mastic: Solvent based; suitable for indoor use on below ambient services.
1. Products:
 - a. Childers Products, Division of ITW; CP-30.
 - b. Foster Products Corporation, H. B. Fuller Company; 30-35.
 - c. ITW TACC, Division of Illinois Tool Works; CB-25.
 - d. Marathon Industries, Inc.; 501.
 - e. Mon-Eco Industries, Inc.; 55-10.

2. Water-Vapor Permeance: ASTM F 1249, 0.05 perm at 35-mil dry film thickness.
3. Service Temperature Range: 0 to 180 deg F.
4. Solids Content: ASTM D 1644, 44 percent by volume and 62 percent by weight.
5. Color: White.

D. Vapor-Barrier Mastic: Solvent based; suitable for outdoor use on below ambient services.

1. Products:
 - a. Childers Products, Division of ITW; Encacel.
 - b. Foster Products Corporation, H. B. Fuller Company; 60-95/60-96.
 - c. Marathon Industries, Inc.; 570.
 - d. Mon-Eco Industries, Inc.; 55-70.
2. Water-Vapor Permeance: ASTM F 1249, 0.05 perm at 30-mil dry film thickness.
3. Service Temperature Range: Minus 50 to plus 220 deg F.
4. Solids Content: ASTM D 1644, 33 percent by volume and 46 percent by weight.
5. Color: White.

E. Breather Mastic: Water based; suitable for indoor and outdoor use on above ambient services.

1. Products:
 - a. Childers Products, Division of ITW; CP-10.
 - b. Foster Products Corporation, H. B. Fuller Company; 35-00.
 - c. ITW TACC, Division of Illinois Tool Works; CB-05/15.
 - d. Marathon Industries, Inc.; 550.
 - e. Mon-Eco Industries, Inc.; 55-50.
 - f. Vimasco Corporation; WC-1/WC-5.
2. Water-Vapor Permeance: ASTM F 1249, 3 perms at 0.0625-inch dry film thickness.
3. Service Temperature Range: Minus 20 to plus 200 deg F.
4. Solids Content: 63 percent by volume and 73 percent by weight.
5. Color: White.

2.6 LAGGING ADHESIVES

A. Description: Comply with MIL-A-3316C Class I, Grade A and shall be compatible with insulation materials, jackets, and substrates.

1. Products:
 - a. Childers Products, Division of ITW; CP-52.
 - b. Foster Products Corporation, H. B. Fuller Company; 81-42.
 - c. Marathon Industries, Inc.; 130.
 - d. Mon-Eco Industries, Inc.; 11-30.
 - e. Vimasco Corporation; 136.
2. Fire-resistant, water-based lagging adhesive and coating for use indoors to adhere fire-resistant lagging cloths over duct, equipment, and pipe insulation.

3. Service Temperature Range: Minus 50 to plus 180 deg F.
4. Color: White.

2.7 SEALANTS

A. Joint Sealants:

1. Joint Sealants for Cellular-Glass, Phenolic-Foam, and Polyisocyanurate Products:
 - a. Childers Products, Division of ITW; CP-76.
 - b. Foster Products Corporation, H. B. Fuller Company; 30-45.
 - c. Marathon Industries, Inc.; 405.
 - d. Mon-Eco Industries, Inc.; 44-05.
 - e. Pittsburgh Corning Corporation; Pittseal 444.
 - f. Vimasco Corporation; 750.
2. Materials shall be compatible with insulation materials, jackets, and substrates.
3. Permanently flexible, elastomeric sealant.
4. Service Temperature Range: Minus 100 to plus 300 deg F.
5. Color: White or gray.

B. ASJ Flashing Sealants, and Vinyl, PVDC, and PVC Jacket Flashing Sealants:

1. Products:
 - a. Childers Products, Division of ITW; CP-76.
 - b. Materials shall be compatible with insulation materials, jackets, and substrates.
 - c. Fire- and water-resistant, flexible, elastomeric sealant.
 - d. Service Temperature Range: Minus 40 to plus 250 deg F.
 - e. Color: White.

2.8 FACTORY-APPLIED JACKETS

- A. Insulation system schedules indicate factory-applied jackets on various applications. When factory-applied jackets are indicated, comply with the following:
 1. ASJ: White, kraft-paper, fiberglass-reinforced scrim with aluminum-foil backing; complying with ASTM C 1136, Type I.
 2. ASJ-SSL: ASJ with self-sealing, pressure-sensitive, acrylic-based adhesive covered by a removable protective strip; complying with ASTM C 1136, Type I.

2.9 TAPES

- A. ASJ Tape: White vapor-retarder tape matching factory-applied jacket with acrylic adhesive, complying with ASTM C 1136 and UL listed.
 1. Products:

- a. Avery Dennison Corporation, Specialty Tapes Division; Fasson 0835.
 - b. Compac Corp.; 104 and 105.
 - c. Ideal Tape Co., Inc., an American Biltrite Company; 428 AWF ASJ.
 - d. Venture Tape; 1540 CW Plus, 1542 CW Plus, and 1542 CW Plus/SQ.
2. Width: 3 inches.
 3. Thickness: 11.5 mils.
 4. Adhesion: 90 ounces force/inch in width.
 5. Elongation: 2 percent.
 6. Tensile Strength: 40 lbf/ inch in width.
 7. ASJ Tape Disks and Squares: Precut disks or squares of ASJ tape.

2.10 SECUREMENTS

A. Bands:

1. Products:
 - a. Childers Products; Bands.
 - b. PABCO Metals Corporation; Bands.
 - c. RPR Products, Inc.; Bands.
2. Stainless Steel: ASTM A 167 or ASTM A 240/A 240M, Type 304 or Type 316; 0.015 inch thick, 3/4 inch wide with wing or closed seal.
3. Aluminum: ASTM B 209, Alloy 3003, 3005, 3105, or 5005; Temper H-14, 0.020 inch thick, 3/4 inch wide with wing or closed seal.
4. Springs: Twin spring set constructed of stainless steel with ends flat and slotted to accept metal bands. Spring size determined by manufacturer for application.

B. Insulation Pins and Hangers:

1. Capacitor-Discharge-Weld Pins: Copper- or zinc-coated steel pin, fully annealed for capacitor-discharge welding, 0.106-inch or 0.135-inch diameter shank, length to suit depth of insulation indicated.
 - a. Products:
 - 1) AGM Industries, Inc.; CWP-1.
 - 2) GEMCO; CD.
 - 3) Midwest Fasteners, Inc.; CD.
 - 4) Nelson Stud Welding; TPA, TPC, and TPS.
2. Cupped-Head, Capacitor-Discharge-Weld Pins: Copper- or zinc-coated steel pin, fully annealed for capacitor-discharge welding, 0.106-inch- or 0.135-inch diameter shank, length to suit depth of insulation indicated with integral 1-1/2-inch galvanized carbon-steel washer.
 - a. Products:
 - 1) AGM Industries, Inc.; CWP-1.

- 2) GEMCO; Cupped Head Weld Pin.
 - 3) Midwest Fasteners, Inc.; Cupped Head.
 - 4) Nelson Stud Welding; CHP.
3. Metal, Adhesively Attached, Perforated-Base Insulation Hangers: Baseplate welded to projecting spindle that is capable of holding insulation, of thickness indicated, securely in position indicated when self-locking washer is in place. Comply with the following requirements:
- a. Products:
 - 1) AGM Industries, Inc.; Tactoo Insul-Hangers, Series T.
 - 2) GEMCO; Perforated Base.
 - 3) Midwest Fasteners, Inc.; Spindle.
 - b. Baseplate: Perforated, galvanized carbon-steel sheet, 0.030 inch thick by 2 inches square.
 - c. Spindle: Copper- or zinc-coated, low carbon steel, Aluminum, or Stainless steel, fully annealed, 0.106-inch-diameter shank, length to suit depth of insulation indicated.
 - d. Adhesive: Recommended by hanger manufacturer. Product with demonstrated capability to bond insulation hanger securely to substrates indicated without damaging insulation, hangers, and substrates.
4. Nonmetal, Adhesively Attached, Perforated-Base Insulation Hangers: Baseplate fastened to projecting spindle that is capable of holding insulation, of thickness indicated, securely in position indicated when self-locking washer is in place. Comply with the following requirements:
- a. Products:
 - 1) GEMCO; Nylon Hangers.
 - 2) Midwest Fasteners, Inc.; Nylon Insulation Hangers.
 - b. Baseplate: Perforated, nylon sheet, 0.030 inch thick by 1½-inches in diameter.
 - c. Spindle: Nylon, 0.106-inch-diameter shank, length to suit depth of insulation indicated, up to 2½-inches.
 - d. Adhesive: Recommended by hanger manufacturer. Product with demonstrated capability to bond insulation hanger securely to substrates indicated without damaging insulation, hangers, and substrates.
5. Self-Sticking-Base Insulation Hangers: Baseplate welded to projecting spindle that is capable of holding insulation, of thickness indicated, securely in position indicated when self-locking washer is in place. Comply with the following requirements:
- a. Products:
 - 1) AGM Industries, Inc.; Tactoo Insul-Hangers, Series TSA.
 - 2) GEMCO; Press and Peel.
 - 3) Midwest Fasteners, Inc.; Self Stick.

- 4) Baseplate: Galvanized carbon-steel sheet, 0.030-inch thick by 2-inches square.
- b. Spindle: Copper- or zinc-coated, low carbon steel, Aluminum, or Stainless steel, fully annealed, 0.106-inch diameter shank, length to suit depth of insulation indicated.
- c. Adhesive-backed base with a peel-off protective cover.
6. Insulation-Retaining Washers: Self-locking washers formed from 0.016-inch thick, galvanized-steel, aluminum, or stainless-steel sheet, with beveled edge sized as required to hold insulation securely in place but not less than 1½-inches in diameter.
 - a. Products:
 - 1) AGM Industries, Inc.; RC-150.
 - 2) GEMCO; R-150.
 - 3) Midwest Fasteners, Inc.; WA-150.
 - 4) Nelson Stud Welding; Speed Clips.
 - b. Protect ends with capped self-locking washers incorporating a spring steel insert to ensure permanent retention of cap in exposed locations.
7. Nonmetal Insulation-Retaining Washers: Self-locking washers formed from 0.016-inch thick nylon sheet, with beveled edge sized as required to hold insulation securely in place but not less than 1½-inches in diameter.
 - a. Manufacturers:
 - 1) GEMCO.
 - 2) Midwest Fasteners, Inc.
- C. Staples: Outward-clinching insulation staples, nominal ¾-inch wide, stainless steel or Monel.
- D. Wire: 0.080-inch nickel-copper alloy, 0.062-inch soft-annealed, stainless steel, or 0.062-inch soft-annealed, galvanized steel.
 1. Manufacturers:
 - a. ACS Industries, Inc.
 - b. C & F Wire.
 - c. Childers Products.
 - d. PABCO Metals Corporation.
 - e. RPR Products, Inc.

2.11 CORNER ANGLES

- A. PVC Corner Angles: 30 mils thick, minimum 1 by 1 inch, PVC according to ASTM D 1784, Class 16354-C. White or color-coded to match adjacent surface.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions for compliance with requirements for installation and other conditions affecting performance of insulation application.
 - 1. Verify that systems and equipment to be insulated have been tested and are free of defects.
 - 2. Verify that surfaces to be insulated are clean and dry.
 - 3. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Surface Preparation: Clean and dry surfaces to receive insulation. Remove materials that will adversely affect insulation application.
- B. Mix insulating cements with clean potable water; if insulating cements are to be in contact with stainless-steel surfaces, use demineralized water.

3.3 COMMON INSTALLATION REQUIREMENTS

- A. Install insulation products in strict accordance with manufacturer's installation instructions and the National Commercial and Industrial Insulation Standards.
- B. Install insulation materials, accessories, and finishes with smooth, straight, and even surfaces; free of voids throughout the length of equipment, ducts and fittings, and piping including fittings, valves, and specialties.
- C. Install insulation materials, forms, vapor barriers or retarders, jackets, and thicknesses required for each item of equipment, duct system, and pipe system as specified in insulation system schedules.
- D. Install accessories compatible with insulation materials and suitable for the service. Install accessories that do not corrode, soften, or otherwise attack insulation or jacket in either wet or dry state.
- E. Install insulation with longitudinal seams at top and bottom of horizontal runs.
- F. Install multiple layers of insulation with longitudinal and end seams staggered.
- G. Do not weld brackets, clips, or other attachment devices to piping, fittings, and specialties.
- H. Keep insulation materials dry during application and finishing.
- I. Install insulation with tight longitudinal seams and end joints. Bond seams and joints with adhesive recommended by insulation material manufacturer.
- J. Install insulation with least number of joints practical.

- K. Where vapor barrier is indicated, seal joints, seams, and penetrations in insulation at hangers, supports, anchors, and other projections with vapor-barrier mastic.
 - 1. Install insulation continuously through hangers and around anchor attachments.
 - 2. For insulation application where vapor barriers are indicated, extend insulation on anchor legs from point of attachment to supported item to point of attachment to structure. Taper and seal ends at attachment to structure with vapor-barrier mastic.
 - 3. Install insert materials and install insulation to tightly join the insert. Seal insulation to insulation inserts with adhesive or sealing compound recommended by insulation material manufacturer.
 - 4. Cover inserts with jacket material matching adjacent pipe insulation. Install shields over jacket, arranged to protect jacket from tear or puncture by hanger, support, and shield.
- L. Apply adhesives, mastics, and sealants at manufacturer's recommended coverage rate and wet and dry film thicknesses.
- M. Install insulation with factory-applied jackets as follows:
 - 1. Draw jacket tight and smooth.
 - 2. Cover circumferential joints with 3-inch-wide strips, of same material as insulation jacket. Secure strips with adhesive and outward clinching staples along both edges of strip, spaced 4 inches o.c.
 - 3. Overlap jacket longitudinal seams at least 1½-inches. Install insulation with longitudinal seams at bottom of pipe. Clean and dry surface to receive self-sealing lap. Staple laps with outward clinching staples along edge at 2 inches o.c.
 - a. For below ambient services, apply vapor-barrier mastic over staples.
 - 4. Cover joints and seams with tape as recommended by insulation material manufacturer to maintain vapor seal.
 - 5. Where vapor barriers are indicated, apply vapor-barrier mastic on seams and joints and at ends adjacent to duct and pipe flanges and fittings.
- N. Cut insulation in a manner to avoid compressing insulation more than 75 percent of its nominal thickness.
- O. Finish installation with systems at operating conditions. Repair joint separations and cracking due to thermal movement.
- P. Repair damaged insulation facings by applying same facing material over damaged areas. Extend patches at least 4 inches beyond damaged areas. Adhere, staple, and seal patches similar to butt joints.
- Q. For above ambient services, do not install insulation to the following:
 - 1. Vibration-control devices.
 - 2. Testing agency labels and stamps.
 - 3. Nameplates and data plates.
 - 4. Manholes.
 - 5. Handholes.

6. Cleanouts.

3.4 PENETRATIONS

- A. Insulation Installation at Roof Penetrations: Install insulation continuously through roof penetrations.
 1. Seal penetrations with flashing sealant.
 2. For applications requiring only indoor insulation, terminate insulation above roof surface and seal with joint sealant. For applications requiring indoor and outdoor insulation, install insulation for outdoor applications tightly joined to indoor insulation ends. Seal joint with joint sealant.
 3. Extend jacket of outdoor insulation outside roof flashing at least 2 inches below top of roof flashing.
 4. Seal jacket to roof flashing with flashing sealant.
- B. Insulation Installation at Aboveground Exterior Wall Penetrations: Install insulation continuously through wall penetrations.
 1. Seal penetrations with flashing sealant.
 2. For applications requiring only indoor insulation, terminate insulation inside wall surface and seal with joint sealant. For applications requiring indoor and outdoor insulation, install insulation for outdoor applications tightly joined to indoor insulation ends. Seal joint with joint sealant.
 3. Extend jacket of outdoor insulation outside wall flashing and overlap wall flashing at least 2 inches.
 4. Seal jacket to wall flashing with flashing sealant.
- C. Insulation Installation at Interior Wall and Partition Penetrations (That Are Not Fire Rated): Install insulation continuously through walls and partitions.
- D. Insulation Installation at Fire-Rated Wall and Partition Penetrations: Install insulation continuously through penetrations of fire-rated walls and partitions. Terminate insulation at fire damper sleeves for fire-rated wall and partition penetrations. Externally insulate damper sleeves to match adjacent insulation and overlap duct insulation at least 2 inches.
 1. Firestopping and fire-resistive joint sealers are specified in other Divisions.
- E. Insulation Installation at Floor Penetrations:
 1. Pipe: Install insulation continuously through floor penetrations.
 2. Seal penetrations through fire-rated assemblies according to other Divisions.

3.5 GENERAL PIPE INSULATION INSTALLATION

- A. Requirements in this Article generally apply to all insulation materials except where more specific requirements are specified in various pipe insulation material installation articles.
- B. Insulation Installation on Fittings, Valves, Strainers, Flanges, and Unions:

1. Install insulation over fittings, valves, strainers, flanges, unions, and other specialties with continuous thermal and vapor-retarder integrity, unless otherwise indicated.
 2. Insulate pipe elbows using preformed fitting insulation or mitered fittings made from same material and density as adjacent pipe insulation. Each piece shall be butted tightly against adjoining piece and bonded with adhesive. Fill joints, seams, voids, and irregular surfaces with insulating cement finished to a smooth, hard, and uniform contour that is uniform with adjoining pipe insulation.
 3. Insulate tee fittings with preformed fitting insulation or sectional pipe insulation of same material and thickness as used for adjacent pipe. Cut sectional pipe insulation to fit. Butt each section closely to the next and hold in place with tie wire. Bond pieces with adhesive.
 4. Insulate flanges and unions using a section of oversized preformed pipe insulation. Overlap adjoining pipe insulation by not less than two times the thickness of pipe insulation, or one pipe diameter, whichever is thicker.
 5. Cover segmented insulated surfaces with a layer of finishing cement and coat with a mastic. Install vapor-barrier mastic for below ambient services and a breather mastic for above ambient services. Reinforce the mastic with fabric-reinforcing mesh. Trowel the mastic to a smooth and well-shaped contour.
 6. For services not specified to receive a field-applied jacket except for flexible elastomeric and polyolefin, install fitted PVC cover over elbows, tees, strainers, valves, flanges, and unions. Terminate ends with PVC end caps. Tape PVC covers to adjoining insulation facing using PVC tape.
 7. Stencil or label the outside insulation jacket of each union with the word "UNION." Match size and color of pipe labels.
- C. Insulate instrument connections for thermometers, pressure gages, pressure temperature taps, test connections, flow meters, sensors, switches, and transmitters on insulated pipes, vessels, and equipment. Shape insulation at these connections by tapering it to and around the connection with insulating cement and finish with finishing cement, mastic, and flashing sealant.
- D. Install removable insulation covers at locations indicated. Installation shall conform to the following:
1. Make removable flange and union insulation from sectional pipe insulation of same thickness as that on adjoining pipe. Install same insulation jacket as adjoining pipe insulation.
 2. When flange and union covers are made from sectional pipe insulation, extend insulation from flanges or union long at least two times the insulation thickness over adjacent pipe insulation on each side of flange or union. Secure flange cover in place with stainless-steel or aluminum bands. Select band material compatible with insulation and jacket.
 3. Construct removable valve insulation covers in same manner as for flanges except divide the two-part section on the vertical center line of valve body.
 4. When covers are made from block insulation, make two halves, each consisting of mitered blocks wired to stainless-steel fabric. Secure this wire frame, with its attached insulation, to flanges with tie wire. Extend insulation at least 2 inches over adjacent pipe insulation on each side of valve. Fill space between flange or union cover and pipe insulation with insulating cement. Finish cover assembly with insulating cement applied in two coats. After first coat is dry, apply and trowel second coat to a smooth finish.
 5. Unless a PVC jacket is indicated in field-applied jacket schedules, finish exposed surfaces with a metal jacket.

3.6 FLEXIBLE ELASTOMERIC INSULATION INSTALLATION

- A. Seal longitudinal seams and end joints with manufacturer's recommended adhesive to eliminate openings in insulation that allow passage of air to surface being insulated.
- B. Insulation Installation on Pipe Flanges:
 - 1. Install pipe insulation to outer diameter of pipe flange.
 - 2. Make width of insulation section same as overall width of flange and bolts, plus twice the thickness of pipe insulation.
 - 3. Fill voids between inner circumference of flange insulation and outer circumference of adjacent straight pipe segments with cut sections of sheet insulation of same thickness as pipe insulation.
 - 4. Secure insulation to flanges and seal seams with manufacturer's recommended adhesive to eliminate openings in insulation that allow passage of air to surface being insulated.
- C. Insulation Installation on Pipe Fittings and Elbows:
 - 1. Install mitered sections of pipe insulation.
 - 2. Secure insulation materials and seal seams with manufacturer's recommended adhesive to eliminate openings in insulation that allow passage of air to surface being insulated.
- D. Insulation Installation on Valves and Pipe Specialties:
 - 1. Install preformed valve covers manufactured of same material as pipe insulation when available.
 - 2. Install insulation to flanges as specified for flange insulation application.
 - 3. Secure insulation specialties and seal seams with manufacturer's recommended adhesive to eliminate openings in insulation that allow passage of air to surface being insulated.

3.7 MINERAL-FIBER INSULATION INSTALLATION

- A. Insulation Installation on Straight Pipes and Tubes:
 - 1. Secure each layer of preformed pipe insulation to pipe with wire or bands and tighten bands without deforming insulation materials.
 - 2. Where vapor barriers are indicated, seal longitudinal seams, end joints, and protrusions with vapor-barrier mastic and joint sealant.
 - 3. For insulation with factory-applied jackets on above ambient surfaces, secure laps with outward clinched staples at 6 inches o.c.
 - 4. For insulation with factory-applied jackets on below ambient surfaces, do not staple longitudinal tabs but secure tabs with additional adhesive as recommended by insulation material manufacturer and seal with vapor-barrier mastic and flashing sealant.
- B. Insulation Installation on Pipe Flanges:
 - 1. Install preformed pipe insulation to outer diameter of pipe flange.
 - 2. Make width of insulation section same as overall width of flange and bolts, plus twice the thickness of pipe insulation.

3. Fill voids between inner circumference of flange insulation and outer circumference of adjacent straight pipe segments with mineral-fiber blanket insulation.
4. Install jacket material with manufacturer's recommended adhesive, overlap seams at least 1 inch, and seal joints with flashing sealant.

C. Insulation Installation on Pipe Fittings and Elbows:

1. Install preformed sections of same material as straight segments of pipe insulation when available.
2. When preformed insulation elbows and fittings are not available, install mitered sections of pipe insulation, to a thickness equal to adjoining pipe insulation. Secure insulation materials with wire or bands.

D. Insulation Installation on Valves and Pipe Specialties:

1. Install preformed sections of same material as straight segments of pipe insulation when available.
2. When preformed sections are not available, install mitered sections of pipe insulation to valve body.
3. Install insulation to flanges as specified for flange insulation application.

3.8 PIPING INSULATION SCHEDULE, GENERAL

- A. Acceptable preformed pipe and tubular insulation materials and thicknesses are identified for each piping system and pipe size range. If more than one material is listed for a piping system, selection from materials listed is Contractor's option.
- B. Items Not Insulated: Unless otherwise indicated, do not install insulation on the following:
 1. Sanitary Piping.
 2. Chrome-plated pipes and fittings unless there is a potential for personnel injury.

3.9 INDOOR PIPING INSULATION SCHEDULE

- A. Stormwater and Overflow (horizontal runs) and roof drain connectors:
 1. All Pipe Sizes: Insulation shall be any of the following:
 - a. Pre-formed fiber with ASJ jacket: 1-inch thick.
- B. Roof Drain and Overflow Drain Bodies:
 1. All Pipe Sizes: Insulation shall be any of the following:
 - a. Flexible Elastomeric: 1-inch thick.

END OF SECTION 220700

SECTION 221413 - FACILITY STORM DRAINAGE PIPING

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. This Section includes the following storm drainage piping inside the building:
 - 1. Pipe, tube, and fittings.
 - 2. Special pipe fittings.

1.3 DEFINITIONS

- A. ABS: Acrylonitrile-butadiene-styrene plastic.
- B. PE: Polyethylene plastic.
- C. PVC: Polyvinyl chloride plastic.

1.4 PERFORMANCE REQUIREMENTS

- A. Components and installation shall be capable of withstanding the following minimum working-pressure, unless otherwise indicated:
 - 1. Storm Drainage Piping: 10-foot head of water.
 - 2. Storm Drainage, Force Main Piping: 50 psig.

1.5 SUBMITTALS

- A. Product Data: For pipe, tube, fittings, and couplings.
- B. Field quality-control inspection and test reports.

1.6 QUALITY ASSURANCE

- A. Piping materials shall bear label, stamp, or other markings of specified testing agency.

- B. Comply with NSF 14, "Plastics Piping Systems Components and Related Materials," for plastic piping components. Include marking with "NSF-drain" for plastic drain piping and "NSF-sewer" for plastic sewer piping.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. In other Part 2 articles where titles below introduce lists, the following requirements apply to product selection:
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the manufacturers specified.

2.2 PIPING MATERIALS

- A. Refer to Part 3 "Piping Applications" Article for applications of pipe, tube, fitting, and joining materials.

2.3 HUBLESS CAST-IRON SOIL PIPE AND FITTINGS

- A. Pipe and Fittings: ASTM A 888 or CISPI 301.
- B. Shielded Couplings: ASTM C 1277 assembly of metal shield or housing, corrosion-resistant fasteners, and rubber sleeve with integral, center pipe stop.
 - 1. Standard, Shielded, Stainless-Steel Couplings: CISPI 310, with stainless-steel corrugated shield; stainless-steel bands and tightening devices; and ASTM C 564, rubber sleeve.
 - a. Manufacturers:
 - 1) ANACO.
 - 2) Fernco, Inc.
 - 3) Ideal Div.; Stant Corp.
 - 4) Mission Rubber Co.
 - 5) Tyler Pipe; Soil Pipe Div.
 - 2. Heavy-Duty, Shielded, Stainless-Steel Couplings: With stainless-steel shield, stainless-steel bands and tightening devices, and ASTM C 564, rubber sleeve.
 - a. Manufacturers:
 - 1) ANACO.
 - 2) Clamp-All Corp.
 - 3) Ideal Div.; Stant Corp.
 - 4) Mission Rubber Co.
 - 5) Tyler Pipe; Soil Pipe Div.

2.4 SPECIAL PIPE FITTINGS

- A. Flexible, Nonpressure Pipe Couplings: Comply with ASTM C 1173, elastomeric, sleeve-type, reducing or transition pattern. Include shear ring, ends of same sizes as piping to be joined, and corrosion-resistant-metal tension band and tightening mechanism on each end.
1. Manufacturers:
 - a. Dallas Specialty & Mfg. Co.
 - b. Fernco, Inc.
 - c. Logan Clay Products Company (The).
 - d. Mission Rubber Co.
 - e. NDS, Inc.
 - f. Plastic Oddities, Inc.
 2. Sleeve Materials:
 - a. For Cast-Iron Soil Pipes: ASTM C 564, rubber.
 - b. For Plastic Pipes: ASTM F 477, elastomeric seal or ASTM D 5926, PVC.
 - c. For Dissimilar Pipes: ASTM D 5926, PVC or other material compatible with pipe materials being joined.
- B. Shielded Nonpressure Pipe Couplings: ASTM C 1460, elastomeric or rubber sleeve with full-length, corrosion-resistant outer shield and corrosion-resistant-metal tension band and tightening mechanism on each end.
1. Available Manufacturers:
 - a. Cascade Waterworks Mfg. Co.
 - b. Mission Rubber Co.
- C. Rigid, Unshielded, Nonpressure Pipe Couplings: ASTM C 1461, sleeve-type reducing- or transition-type mechanical coupling molded from ASTM C 1440, TPE material with corrosion-resistant-metal tension band and tightening mechanism on each end.
1. Available Manufacturers:
 - a. ANACO.
- D. Expansion Joints: Two- or three-piece ductile-iron assembly consisting of telescoping sleeve(s) with gaskets and restrained-type, ductile-iron, bell-and-spigot ends sections complying with AWWA C110 or AWWA C153. Select and assemble components for expansion indicated. Include AWWA C111, ductile-iron glands, rubber gaskets, and steel bolts.
1. Available Manufacturers:
 - a. EBAA Iron Sales, Inc.
 - b. Romac Industries, Inc.
 - c. Star Pipe Products; Star Fittings Div.

- E. Wall-Penetration Fittings: Compound, ductile-iron coupling fitting with sleeve and flexing sections for up to 20-degree deflection, gaskets, and restrained-joint ends complying with AWWA C110 or AWWA C153. Include AWWA C111, ductile-iron glands, rubber gaskets, and steel bolts.
 - 1. Available Manufacturers:
 - a. SIGMA Corp.

PART 3 - EXECUTION

3.1 PIPING APPLICATIONS

- A. Flanges and unions may be used on aboveground pressure piping, unless otherwise indicated.
- B. Aboveground storm drainage piping NPS 6 and smaller shall be any of the following:
 - 1. Hubless cast-iron soil pipe and fittings; heavy-duty shielded, stainless-steel couplings; and coupled joints.
 - 2. Dissimilar Pipe-Material Couplings: Shielded, nonpressure pipe couplings for joining dissimilar pipe materials with small difference in OD.

3.2 PIPING INSTALLATION

- A. Basic piping installation requirements are specified in Division 22 Section "Common Work Results for Plumbing."
- B. Install cleanouts at grade and extend to where building storm drains connect to building storm sewers. Cleanouts are specified in Division 22 Section "Storm Drainage Piping Specialties."
- C. Install cast-iron sleeve with water stop and mechanical sleeve seal at each service pipe penetration through wall. Select number of interlocking rubber links required to make installation watertight. Sleeves and mechanical sleeve seals are specified in Division 22 Section "Common Work Results for Plumbing."
- D. Install wall-penetration fitting system at each service pipe penetration through wall. Make installation watertight.
- E. Install cast-iron soil piping according to CISPI's "Cast Iron Soil Pipe and Fittings Handbook," Chapter IV, "Installation of Cast Iron Soil Pipe and Fittings."
 - 1. Install encasement on underground piping according to ASTM A 674 or AWWA C105.
- F. Make changes in direction for storm drainage piping using appropriate branches, bends, and long-sweep bends. Do not change direction of flow more than 90 degrees. Use proper size of standard increasers and reducers if pipes of different sizes are connected. Reducing size of drainage piping in direction of flow is prohibited.
- G. Install storm drainage piping at the following minimum slopes, unless otherwise indicated:

1. Building Storm Drain: 1 percent downward in direction of flow for piping NPS 3 and smaller; 1 percent downward in direction of flow for piping NPS 4 and larger.
2. Horizontal Storm-Drainage Piping: 1 or 2 percent downward in direction of flow as indicated on drawings.

- H. Sleeves are not required for cast-iron soil piping passing through concrete slabs-on-grade if slab is without membrane waterproofing.
- I. Do not cover, or put piping into operation until it is inspected and approved by authorities having jurisdiction.

3.3 JOINT CONSTRUCTION

- A. Basic piping joint construction requirements are specified in Division 22 Section "Common Work Results for Plumbing."
- B. Hubless Cast-Iron Soil Piping Coupled Joints: Join according to CISPI 310 and CISPI's "Cast Iron Soil Pipe and Fittings Handbook" for hubless-coupling joints.

3.4 HANGER AND SUPPORT INSTALLATION

- A. Pipe hangers and supports are specified in Division 22 Section "Hangers and Supports for Plumbing Piping and Equipment." Install the following:
1. Vertical Piping: MSS Type 8 or Type 42, clamps.
 2. Individual, Straight, Horizontal Piping Runs: According to the following:
 - a. MSS Type 1, adjustable, steel clevis hangers.
 3. Multiple, Straight, Horizontal Piping Runs 100 Feet or Longer: MSS Type 44, pipe rolls. Support pipe rolls on trapeze.
- B. Install supports according to Division 22 Section "Hangers and Supports for Plumbing Piping and Equipment."
- C. Support vertical piping and tubing at base and at each floor.
- D. Rod diameter may be reduced 1 size for double-rod hangers, with 3/8-inch minimum rods.
- E. Install hangers for cast-iron soil piping with the following maximum horizontal spacing and minimum rod diameters:
1. NPS 1-1/2 and NPS 2: 60 inches with 3/8-inch rod.
 2. NPS 3: 60 inches with 1/2-inch rod.
 3. NPS 4 and NPS 5: 60 inches with 5/8-inch rod.
 4. NPS 6: 60 inches with 3/4-inch rod.
- F. Install supports for vertical cast-iron soil piping every 15 feet.

- G. Support piping and tubing not listed above according to MSS SP-69 and manufacturer's written instructions.

3.5 CONNECTIONS

- A. Drawings indicate general arrangement of piping, fittings, and specialties.
- B. Connect interior storm drainage piping to exterior storm drainage piping. Use transition fitting to join dissimilar piping materials.
- C. Connect storm drainage piping to roof drains and storm drainage specialties.

3.6 FIELD QUALITY CONTROL

- A. During installation, notify authorities having jurisdiction at least 24 hours before inspection must be made. Perform tests specified below in presence of authorities having jurisdiction.
 - 1. Roughing-in Inspection: Arrange for inspection of piping before concealing or closing-in after roughing-in.
 - 2. Final Inspection: Arrange for final inspection by authorities having jurisdiction to observe tests specified below and to ensure compliance with requirements.
- B. Reinspection: If authorities having jurisdiction find that piping will not pass test or inspection, make required corrections and arrange for reinspection.
- C. Reports: Prepare inspection reports and have them signed by authorities having jurisdiction.
- D. Test storm drainage piping according to procedures of authorities having jurisdiction or, in absence of published procedures, as follows:
 - 1. Test for leaks and defects in new piping and parts of existing piping that have been altered, extended, or repaired. If testing is performed in segments, submit separate report for each test, complete with diagram of portion of piping tested.
 - 2. Leave uncovered and unconcealed new, altered, extended, or replaced storm drainage piping until it has been tested and approved. Expose work that was covered or concealed before it was tested.
 - 3. Test Procedure: Test storm drainage piping, except outside leaders, on completion of roughing-in. Close openings in piping system and fill with water to point of overflow, but not less than 10-foot head of water. From 15 minutes before inspection starts to completion of inspection, water level must not drop. Inspect joints for leaks.
 - 4. Repair leaks and defects with new materials and retest piping, or portion thereof, until satisfactory results are obtained.
 - 5. Prepare reports for tests and required corrective action.

3.7 CLEANING

- A. Clean interior of piping. Remove dirt and debris as work progresses.

- B. Protect drains during remainder of construction period to avoid clogging with dirt and debris and to prevent damage from traffic and construction work.
- C. Place plugs in ends of uncompleted piping at end of day and when work stops.

END OF SECTION 221413

SECTION 221423 - STORM DRAINAGE PIPING SPECIALTIES

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. This Section includes the following storm drainage piping specialties:
 - 1. Cleanouts.
 - 2. Through-penetration firestop assemblies.
 - 3. Roof drains.
 - 4. Miscellaneous storm drainage piping specialties.
 - 5. Flashing materials.

1.3 DEFINITIONS

- A. ABS: Acrylonitrile-butadiene-styrene plastic.
- B. FOG: Fats, oils, and greases.
- C. FRP: Fiberglass-reinforced plastic.
- D. HDPE: High-density polyethylene plastic.
- E. PE: Polyethylene plastic.
- F. PP: Polypropylene plastic.
- G. PUR: Polyurethane plastic.
- H. PVC: Polyvinyl chloride plastic.

1.4 SUBMITTALS

- A. Product Data: For each type of product indicated.

1.5 QUALITY ASSURANCE

- A. Drainage piping specialties shall bear label, stamp, or other markings of specified testing agency.

1.6 COORDINATION

- A. Coordinate size and location of roof penetrations.

PART 2 - PRODUCTS

2.1 CLEANOUTS

- A. Exposed Metal Cleanouts:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Josam Company; Josam Div.
 - b. MIFAB, Inc.
 - c. Smith, Jay R. Mfg. Co.; Division of Smith Industries, Inc.
 - d. Tyler Pipe; Wade Div.
 - e. Watts Drainage Products Inc.
 - f. Zurn Plumbing Products Group; Specification Drainage Operation.
2. Standard: ASME A112.36.2M for cast iron or ASME A112.3.1 for stainless steel for cleanout test tee.
3. Size: Same as connected drainage piping
4. Body Material: Hubless, cast-iron soil pipe test tee or Stainless-steel tee with side cleanout as required to match connected piping.
5. Closure: Countersunk or raised-head, brass cast-iron, or plastic plug.
6. Closure Plug Size: Same as or not more than one size smaller than cleanout size.
7. Closure: Stainless-steel plug with seal.

2.2 ROOF DRAINS

- A. Metal Roof Drains:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Josam Company; Josam Div.
 - b. MIFAB, Inc.
 - c. Smith, Jay R. Mfg. Co.; Division of Smith Industries, Inc.
 - d. Tyler Pipe; Wade Div.
 - e. Watts Drainage Products Inc.
 - f. Zurn Plumbing Products Group; Light Commercial Operation.
 - g. Zurn Plumbing Products Group; Specification Drainage Operation.
2. Standard: ASME A112.21.2M.
3. Pattern: Roof drain.
4. Body Material: Cast iron.
5. Combination Flashing Ring and Gravel Stop: Required.
6. Outlet: Bottom.

7. Dome Material: Cast iron.
8. Extension Collars: Where indicated.
9. Underdeck Clamp: Required.
10. Sump Receiver: Not required.
11. Overflow Drain: 2-inch high.

2.3 MISCELLANEOUS STORM DRAINAGE PIPING SPECIALTIES

A. Downspout Nozzles:

1. Description: All nickel bronze body with decorative face of wall flange and outlet nozzle with removable stainless steel screen.
2. Size: Same as connected conductor.
3. Based on: Zurn Z199

2.4 FLASHING MATERIALS

- A. Copper Sheet: ASTM B 152/B 152M, 12 oz./sq. ft. thickness.
- B. Zinc-Coated Steel Sheet: ASTM A 653/A 653M, with 0.20 percent copper content and 0.04-inch minimum thickness, unless otherwise indicated. Include G90 hot-dip galvanized, mill-phosphatized finish for painting if indicated.
- C. Elastic Membrane Sheet: ASTM D 4068, flexible, chlorinated polyethylene, 40-mil minimum thickness.
- D. Fasteners: Metal compatible with material and substrate being fastened.
- E. Metal Accessories: Sheet metal strips, clamps, anchoring devices, and similar accessory units required for installation; matching or compatible with material being installed.
- F. Solder: ASTM B 32, lead-free alloy.
- G. Bituminous Coating: SSPC-Paint 12, solvent-type, bituminous mastic.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Refer to Division 22 Section "Common Work Results for Plumbing" for piping joining materials, joint construction, and basic installation requirements.
- B. Install cleanouts in aboveground piping and building drain piping according to the following, unless otherwise indicated:
 1. Size same as drainage piping up to NPS 4. Use NPS 4 for larger drainage piping unless larger cleanout is indicated.
 2. Locate at each change in direction of piping greater than 45 degrees.

3. Locate at minimum intervals of 50 feet for piping NPS 4 and smaller and 100 feet for larger piping.
 4. Locate at base of each vertical soil and waste stack.
- C. Install roof drains at low points of roof areas according to roof membrane manufacturer's written installation instructions.
1. Install roof-drain flashing collar or flange so that there will be no leakage between drain and adjoining roofing. Maintain integrity of waterproof membranes where penetrated.
 2. Position roof drains for easy access and maintenance.
- D. Install sleeve flashing device with each riser and stack passing through floors with waterproof membrane.
- E. Install conductor nozzles at exposed bottom of conductors where they spill onto grade.
- F. Install escutcheons at wall, floor, and ceiling penetrations in exposed finished locations and within cabinets and millwork. Use deep-pattern escutcheons if required to conceal protruding pipe fittings.

3.2 CONNECTIONS

- A. Piping installation requirements are specified in other Division 22 Sections. Drawings indicate general arrangement of piping, fittings, and specialties.

3.3 FLASHING INSTALLATION

- A. Fabricate flashing from single piece unless large pans, sumps, or other drainage shapes are required. Join flashing according to the following if required:
1. Lead Sheets: Burn joints of lead sheets 6.0-lb/sq. ft., 0.0938-inch thickness or thicker. Solder joints of lead sheets 4.0-lb/sq. ft., 0.0625-inch thickness or thinner.
 2. Copper Sheets: Solder joints of copper sheets.
- B. Install sheet flashing on pipes, sleeves, and specialties passing through or embedded in floors and roofs with waterproof membrane.
1. Pipe Flashing: Sleeve type, matching pipe size, with minimum length of 10 inches, and skirt or flange extending at least 8 inches around pipe.
 2. Sleeve Flashing: Flat sheet, with skirt or flange extending at least 8 inches around sleeve.
 3. Embedded Specialty Flashing: Flat sheet, with skirt or flange extending at least 8 inches around specialty.
- C. Set flashing on floors and roofs in solid coating of bituminous cement.
- D. Secure flashing into sleeve and specialty clamping ring or device.
- E. Fabricate and install flashing and pans, sumps, and other drainage shapes.

3.4 PROTECTION

- A. Protect drains during remainder of construction period to avoid clogging with dirt or debris and to prevent damage from traffic or construction work.
- B. Place plugs in ends of uncompleted piping at end of each day or when work stops.

END OF SECTION 221423