

PROJECT MANUAL

STATE OF MICHIGAN

**DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
DEPARTMENT (DTMB)**



EXTERIOR ENTRANCE REPLACEMENT FOR: JEROME T. HART STATE OFFICE BUILDING SAGINAW, MICHIGAN 48607

**FILE NO. 171/25046.CTS
ARCHITECT'S PROJECT NO. 2025009**

**ISSUED FOR BIDS:
September 26, 2025**

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

STATE OF MICHIGAN

DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET

STATE FACILITIES ADMINISTRATION

MICHSPEC™ 2008 VERSION, OWNER AND CONTRACTOR

STANDARD CONTRACT FORMS AND CONDITIONS OF THE CONTRACT

MICHSPEC™ No. 97.0820 – 00020 THROUGH 97.0820 – 00440

RELEASED ON NOVEMBER 1, 1997.

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

File No. 171/25046.CTS
Department of Technology, Management and
Budget (DTMB)
Jerome T. Hart State Office Building
411 E Genesee Ave, Saginaw, MI

ISSUED FOR BIDS: September 26, 2025

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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 10/22/2025. 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, Jerome T. Hart State Office Building, File No. 171/25046.CTS includes, but is not necessarily limited to storefront replacement, exterior ramp and stair renovations, paving and landscaping, and snow melt system. Other renovations include site lighting, ADA parking striping and ADA parking signage. The site is located at 411 E Genesee Ave, 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 411 E. Genesee Ave, MI on 10/7/2025 at 11:00am ET. A tour will ☒ will not ☐ be held on the same day, immediately following. 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.

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 WTA Architects, 100 S. Jefferson Ave., Suite 601, Saginaw, Michigan, 48607 – (989) 752-8107, ATTN: Randy Sova

10. Award – Subject to any agreed extension of the period for holding Bids, Bids shall remain valid for acceptance by the **Owner** for Sixty (60) 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**TABLE OF CONTENTS**

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STATE OF MICHIGAN MODEL

Developed from FORMSPEC™ 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 readvertising following the issuance of post-Bid Addenda.

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

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

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

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

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

8.5. These provisions shall not be construed to create any third-party beneficiary or joint employer status with respect to the **Owner** and/or **Professional** and any Subcontractor. Furthermore, these provisions shall not be construed to create or impose any

duty or liability on the **Owner** to exercise this authority for the benefit of any Bidder, nominated or newly nominated Subcontractor or any other third party.

ARTICLE 9 BID FORM AND BID FORM ATTACHMENTS

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

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

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

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

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

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

ARTICLE 10 PREPARATION AND SUBMISSION OF BIDS

10.1. Prevailing Wage and Asbestos Abatement Project Requirements:

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

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

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

10.2. Bids must be submitted electronically through the SIGMA VSS website at <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.
- Past performance of any nominated asbestos abatement subcontractor(s).
- ADD ANY OTHER PROJECT SPECIFIC

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

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

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

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

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

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

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

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

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

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

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

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

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

*14.11. Unfair Labor Practice - Bidders who have been found in contempt of court by a Federal Court of Appeals on not less than three occasions involving different violations during the preceding seven (7) years for failure to correct an unfair labor practice prohibited by Section 8 of Chapter 372 of the National Labor Relations Act, 29 U.S.C. 158 are not eligible to be awarded the Contract. A register of employers in violation of this requirement is compiled by the Michigan Department of Energy, Labor and Economic Growth pursuant to 1980 PA 278, MCL 423.321 et seq. Further, the Bidder awarded the Contract shall not use any Subcontractors or Suppliers on the Work whose name appears on the register. According to Section 4 of 1980 PA 278, any contract entered into by the State may be declared void and rescinded to the extent the Bidder awarded the Contract or any Subcontractor, manufacturer, or Supplier awarded Work under the Contract subsequently appears in the register compiled by the Department of Consumer and Industry Services.

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

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

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

*14.13. Bidders are further directed to Article 7 of Section 00700 General Conditions for terms and conditions concerning the 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 designate will send the Notice of Award to the Bidder awarded the Contract. The Notice of Award will (a) designate the Contract Price and itemize the Alternates that the **Owner**, in its sole discretion, has accepted, (b) enclose completed, unsigned Section 00500 Agreement forms and blank Section 00610 Performance and Section 00620 Payment Bond forms, and (c) outline the procedures to be followed and information to be provided by the **Contractor** for execution of Section 00500 Agreement.

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

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

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

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

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

15.7. The Notice to Proceed shall be authorized by the **Director-DCD** or his/her designee. Subject to the provisions of Article 13 and compliance with paragraphs 15.2 through 15.4, the Notice to Proceed shall designate a Date of Commencement of the Contract Time no later than sixty (60) Calendar Days after the date ending the Bid hold period, or thirty (30) Calendar Days after receipt by the **Owner** of the executed Section 00500 Agreement and acceptable, executed Section 00610 Performance Bond and Section 00620 Payment Bond, whichever last occurs, unless otherwise directed in writing by the **Owner**.

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

ARTICLE 16 MOBILIZATION PAY ITEM

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

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

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

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

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

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

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

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

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

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

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

END OF SECTION 00100

ATTACHMENT A TO SECTION 00100 – BIDDER'S CHECK LIST**PROFESSIONAL** – WTA Architects

WORK – Jerome T. Hart State Office Building – Exterior Entrance Replacement

FILE No. – 171/25046.CTS

BEFORE BID OPENING:

10/10/2025 – 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).

10/13/2025 – 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 5.5 BELOW):

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

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

- ☐ 1. Completed Bid Summary provided with Section 00300 Bid Form.
- ☐ 2. Completed Section 00300 Bid Form, which requires (a) completing the acknowledgment of Addenda in paragraph 2.1, (b) filling out Article 6 Bid Schedule and, if any prices are designated, completing Article 7 Change Order Prices, and (c) completing Article 8, that is, entering the date the Bid is submitted, completing paragraphs 8.1 through 8.4, and, if the Bidder is a joint venture, paragraph 8.5, and signing, as appropriate, in the spaces provided.
- ☐ 2.1 Completed Certificate of Principal or other equivalent acceptable certificate or authorization document, which certificate shall be attached to the completed Section 00300 Bid Form.
- ☐ 3. If the Bid includes a Bid Bond, ensure that the surety is authorized to do business in the State by the Department of Licensing and Regulatory Affairs – Insurance Bureau and is listed on the current U.S. Department of the Treasury Circular 570. Also, ensure that the completed Section 00310 Bid Bond is dated, is signed by both the Bidder and surety, and attaches Power of Attorney. If the Bid includes a certified or cashier's check or money order, that check, or money order shall be delivered in original copy before the Bid Due Time to:

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

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

- ☐ 4. Completed Section 00320 Non-collusion Affidavit and if applicable, completed Section 00330 Asbestos Abatement Attestation.
- ☐ 5. Qualified Disabled Veterans Preference Documentation (if preference requested).
- ☐ 5.1 DD 214 – Proof of Service/Discharge.
- ☐ 5.2 Veterans Administration Rating Decision Letter – Proof of Disability, if not indicated in the DD 214.
- ☐ 5.3 Legal Proof of 51% QDV Ownership
- ☐ 5.4 Byrd Anti-Lobbying Certification (Only when Federal Provisions Addendum is included)
- ☐ 5.5 State Project Registration (SPR) for the Contractor and subcontractors (if applicable pursuant to 2023 PA 10, as amended, MCL 408.1101 et seq.)

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

END OF ATTACHMENT A TO SECTION 00100

SECTION 00120 – SUPPLEMENTARY INSTRUCTIONS

PROFESSIONAL – WTA Architects

WORK – Jerome T. Hart State Office Building – Exterior Entrance Replacement

FILE No. – 171/25046.CTS

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

END OF SECTION 00120

SECTION 00210 INFORMATION FOR BIDDERS

PROFESSIONAL – WTA Architects
WORK – Jerome T. Hart State Office Building – Exterior Entrance Replacement
FILE No. – 171/25046.CTS

1.0 RELATED PROVISIONS

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

2.0 SUBSURFACE CONDITIONS

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

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

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.

C1.0 - Topographic Survey and Existing Site, by W.A. KIBBE & Associates, Inc.

L1.04 – Site Irrigation Plan by Graber Irrigation

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 and, therefore, accepts no responsibility for accuracy with actual as-built conditions. Neither the **Owner** nor **Professional** warrants that this list identifies all existing relevant documents.

Original Construction Drawings dated Aug. 1980

- A1 – Site Plan
- A2 – Site Plan Quadrant #1
- A3 – Site Plan Quadrant #2
- A4 – Site Plan Quadrant #3
- A5 – Site Plan Quadrant #4
- A6 – Site Plan Quadrant #5
- L2 – Irrigation Plan
- ME1 – Mechanical & Electrical Site Plan

Pre-Renovation Asbestos and Lead-Containing Paint Survey, Prepared by Atlas Technical Consultants

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.

Irrigation System Review and Recommendations Report, Prepared by Graber & Associates

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, will be attached by the **Professional** as a PDF copy with the SIGMA posting or will otherwise be made available for contractor to download.

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

6.0 SEQUENCING REQUIREMENTS

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

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

END OF SECTION 00210

SECTION 00300 – BID SUMMARY

BID SUMMARY

DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET

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

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

FILE NUMBER 171/25046.CTS	DEPARTMENT/AGENCY Department of Technology, Management and Budget (DTMB)		
CONTRACT TIME(S) 150 days (Anticipated Start March 30, 2026)	PROJECT NAME Jerome T. Hart State Office Building – Exterior Entrance Replacement	LOCATION 411 E Genesee Ave, Saginaw Michigan	
BID OPENING DATE October 22, 2025		at 11:00 am ET FOR AN EXAMINATION OF THE SITE CONTACT: WTA Architects 989-752-8107 Randy Sova rsova@wtaarch.com	
SEE SECTION 00100 INSTRUCTIONS TO BIDDERS AND SECTION 00700 GENERAL CONDITIONS PROVIDED WITH THE BIDDING DOCUMENTS. BID: WE PROPOSE TO FURNISH, PERFORM AND COMPLETE THE ENTIRE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS IN CONSIDERATION OF THE BID PRICE (\$S) STATED BELOW.			
FIRM NAME AND COMPLETE ADDRESS		TELEPHONE NUMBER and E-MAIL ADDRESS	
☐ Qualified Disabled Veteran		SIGMA VENDOR NUMBER	
		(protected information required for processing payments)	
BIDDER'S SIGNATURE AND TITLE		WITNESS' SIGNATURE	DATE
DATE		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)
Alternate1: (Subtract)	(use words)	Dollars \$		(in figures)
Alternate 2: (Subtract)	(use words)	Dollars \$		(in figures)

BUILDERS RISK INSURANCE IS NOT PROVIDED BY THE STATE OF MICHIGAN (RE: SECTION 00700, P. 7.7)

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: The scope of work includes storefront replacement, exterior ramp and stair renovations, paving and landscaping, new snow melt system, site lighting, ADA parking striping and ADA parking signage.

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** – WTA Architects

WORK – Jerome T. Hart State Office Building – Exterior Entrance Replacement

FILE No. _____ 171/25046.CTS _____

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

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

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

STATE OF MICHIGAN MODEL

Developed from FORMSPEC™ Michigan Model

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

ARTICLE 2 THE BIDDER'S REPRESENTATIONS

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

No. ____ Dated _____	No. ____ Dated _____	No. ____ Dated _____
No. ____ Dated _____	No. ____ Dated _____	No. ____ Dated _____
No. ____ Dated _____	No. ____ Dated _____	No. ____ Dated _____

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 3 TIME OF COMPLETION

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

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

ARTICLE 4 ATTACHMENTS INCLUDED WITH THIS BID

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

4.1.1. Evidence of Authority to Sign the Bid.

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

Alternate Bid Security.

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

TO BE PROVIDED POST BID WITH SECTION 00400 SUBMITTALS:

4.1.5 Current EMR Rating

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

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

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

ARTICLE 5 DEFINED TERMS

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

ARTICLE 6 BID SCHEDULE

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

Base Bid Item No.	Bid Quantity	Description	Unit Price	Item Bid Price
1	Lump Sum	North Area Renovations - ALL WORK (includes all exterior work, entrances, and interior work for snow melt system)		
2	Lump Sum	North Area Renovations – Snow Melt System and associated interior work only		
3	Lump Sum	North Area Renovations – Exterior entrance replacement only, doors C1.1, C1.2, C2.1, C2.2		
4	Lump Sum	Southeast Area Renovations – ALL WORK (includes all exterior work and entrance replacement)		
5	Lump Sum	Southeast Area Renovations – Exterior entrance replacement only, door A1.1		
6	Lump Sum	Southwest Area Renovations – ALL WORK		
		ALLOWANCE AMOUNT – Provisionary Allowance		\$75,000.00
TOTAL (This amount should equal the Base Bid amount on the Bid Summary Form)				\$

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

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

Name of the Bidder _____ File No. _____

Date _____

SIGMA VENDOR NUMBER _____

Telephone No. _____

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

Alternate Item No.	Bid Quantity	Description	Unit Price	Item Bid Price
1	Lump Sum	Deduct Southwest Area Renovations		
2	Lump Sum	Deduct Southeast Area Renovations		

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

Name of the Bidder _____ File No. _____

Date _____

SIGMA VENDOR NUMBER _____

Telephone No. _____

ARTICLE 7 SCHEDULE OF CHANGE ORDER PRICES

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

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

Item No.	Bid Quantity	Description	Unit Price	Item Bid Price
1	LFT	Brick repointing		
2	SFT	Brick removal & install		
3	SFT	Sidewalk (excluding snow melt)		

Name of the Bidder _____

File No. _____

Date _____

SIGMA VENDOR NUMBER _____

Telephone No. _____

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

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

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

8.2. If the Bidder is an Individual:

Name of Individual: _____

Name & Title of Person

Authorized to sign: _____

Signature: _____

(If not the Individual, Attach Power of Attorney)

Date _____

Doing Business as: _____

Business Address: _____

SIGMA VENDOR NUMBER _____

County of registration _____

Telephone: _____

FAX: _____

8.3. If the Bidder is a Partnership:

By: _____

(True Name of the Partnership)

Partner Authorized to Sign _____

Date _____

Signature: _____

(Attach evidence of Authority to sign)

Date _____

Business Address: _____

SIGMA VENDOR NUMBER _____

County of registration _____

Telephone: _____

FAX _____

8.4. If the Bidder is a Corporation:

By: _____

(Legal Corporation Name)

Name & Title of
Authorized Officer: _____

Signature: _____

(Attach evidence of Authority to sign)

Date _____

Name & Title of
Officer Attesting: _____

Signature: _____

Date _____

Business Address: _____

SIGMA VENDOR NUMBER _____

Telephone: _____

FAX _____

(State of Incorporation): _____

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

CERTIFICATE OF PRINCIPAL**(BIDDER)**

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

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

Name of the Corporation or True Name of the Partnership

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

Telephone No.

(Corporate Seal)

**VERIFICATION
(BIDDER)**

STATE OF MICHIGAN)
COUNTY OF _____)

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

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

Notary Public, State of: _____

My Commission Expires: _____

END OF SECTION 00300

SECTION 00310 BID BONDFILE No. 171/25046.CTS SURETY COMPANY REFERENCE No. _____

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

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

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

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

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

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

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

Address and Telephone of Surety

Address and Telephone of Agent

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

THE BIDDER: (Print Full Name and Sign)

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** – WTA Architects

WORK – Jerome T. Hart State Office Building – Exterior Entrance Replacement

FILE No. 171/25046.CTS

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

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

(2) The Bidder has submitted to the **Owner** a "Bid" to enter into the above referenced Contract, also referred to in this Affidavit as "the Work."(3) This Section 00320 Non-collusion Affidavit is executed by Affiant for inclusion with the submission to the **Owner** of the Bid and may be relied upon by the **Owner** in considering the Bid.

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

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

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

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

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

By: _____ Title: _____

SIGMA VENDOR NUMBER _____ Telephone No. _____

VERIFICATION

STATE OF _____)

COUNTY OF _____)

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

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

Notary Public, State of _____

My Commission expires: _____, 20____

END OF SECTION 00320

SECTION 00330 ASBESTOS ABATEMENT ATTESTATION**PROFESSIONAL** – WTA Architects

WORK – Jerome T. Hart State Office Building – Exterior Entrance Replacement

FILE No. _____ 171/25046.CTS _____

ASBESTOS ABATEMENT ATTESTATION**SUBMISSION REQUIRED WITH ALL BIDS**

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

■ THE SCOPE OF WORK TO BE COVERED UNDER THIS CONTRACT DOES NOT CONTAINS ASBESTOS ABATEMENT AND THIS ATTESTATION IS TO BE LEFT BANK.**Contractor attests that: (check one:)**

1. ☐ The Contractor will self-perform all asbestos abatement project work and attests that Contractor has not been issued 5 or more notices of violation of environmental regulations (State and/or Federal), nor has been subject to an administrative consent order or a consent judgment involving environmental regulations.
2. ☐ The Contractor will self-perform all asbestos abatement project work; however, Contractor has been issued 5 or more notices of violation of environmental regulations (State and/or Federal), or has been subject to an administrative consent order or a consent judgment involving environmental regulations, requiring Owner to conduct a background investigation and a public hearing pursuant to PA 59 of 2024, MCL 338.3371 et seq.
3. ☐ The Contractor nominates the following Sub-contractor for all asbestos abatement project work and attests that the nominated Sub-contractor has not been issued 5 or more notices of violation of environmental regulations (State and/or Federal), nor has been subject to an administrative consent order or a consent judgment involving environmental regulations:

Nominated Sub-contractor: _____

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

Nominated Sub-contractor: _____

END OF SECTION 00330

SECTION 00410 BID BREAKDOWN

PROFESSIONAL – WTA Architects

WORK – Jerome T. Hart State Office Building – Exterior Entrance Replacement

FILE No. ____171/25046.CTS____

1.0 BID BREAKDOWN: The Apparent Low Bidder shall itemize below a cost breakdown of the Apparent Low Bidder's Bid. The Bid Breakdown shall be organized into separable parts of the Work so that one hundred percent (100%) of the Base Bid plus all Alternates is accounted for. Portions of the Work for which costs are itemized shall include Work to be furnished and performed directly by the Apparent Low Bidder and its Subcontractors and Suppliers, as applicable. Each separable part of the Work identified in this Bid Breakdown shall have a value not exceeding ____Five____ percent (__5__ %) 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 – WTA Architects

WORK – Jerome T. Hart State Office Building – Exterior Entrance Replacement

FILE No. _____171/25046.CTS_____

ARTICLE 1 ORGANIZATION

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

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

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

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

ARTICLE 2 SPECIALTY CONTRACTOR LICENSES

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

ARTICLE 3 EXPERIENCE

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

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

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

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

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

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

ARTICLE 4 ADDITIONAL QUALIFICATIONS

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

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

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

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

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

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

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

ARTICLE 5 REFERENCES

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

5.2. Bank references:

5.3. Insurance:

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

Signed by: _____ Name _____ Title _____

on this _____ day of _____, 20_____.

END OF SECTION 00420

REFERENCES ATTACHMENT

PROFESSIONAL – WTA Architects

WORK – Jerome T. Hart State Office Building – Exterior Entrance Replacement

FILE No. ____171/25046.CTS____

REFERENCE #

Public Owner: _____

Project/Contract Name: _____

Location of Project/Contract: _____

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

Owner's Representative (Name and Telephone): _____

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

Representative Name and Telephone _____

Scope of Project/Contract: _____
_____**REFERENCE #**

Public Owner: _____

Project/Contract Name: _____

Location of Project/Contract: _____

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

Owner's Representative (Name and Telephone): _____

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

Representative Name and Telephone _____

Scope of Project/Contract: _____

REFERENCES ATTACHMENT

PROFESSIONAL – WTA Architects

WORK – Jerome T. Hart State Office Building – Exterior Entrance Replacement

FILE No. _____ 171/25046.CTS _____

REFERENCE #

Public Owner: _____

Project/Contract Name: _____

Location of Project/Contract: _____

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

Owner's Representative (Name and Telephone): _____

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

Representative Name and Telephone _____

Scope of Project/Contract: _____
_____**REFERENCE #**

Public Owner: _____

Project/Contract Name: _____

Location of Project/Contract: _____

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

Owner's Representative (Name and Telephone): _____

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

Representative Name and Telephone _____

Scope of Project/Contract: _____

SECTION 00430 LIST OF SUBCONTRACTORS

PROFESSIONAL – WTA Architects

WORK – Jerome T. Hart State Office Building – Exterior Entrance Replacement

FILE No. __ 171/25046.CTS _____

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

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

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

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

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

(THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY)

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

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

Signed by: _____ Name _____ Title _____

on this _____ day of _____, 20_____.

END OF SECTION 00430

PROFESSIONAL – WTA Architects
WORK – Jerome T. Hart State Office Building – Exterior Entrance Replacement

FILE No. _____ 171/25046.CTS _____

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

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

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

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

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

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

1.6. Schedule of Bid Materials and Equipment

ITEMS NAMED OR SPECIFIED (ENTERED BY THE PROFESSIONAL)		CONTRACTOR TO NOMINATE (CIRCLE) ITS CHOSEN NAMED OR SPECIFIED MANUFACTURERS AND SUPPLIERS
ITEM OF MATERIAL OR EQUIPMENT	SPECIFICATION SECTION	
ITEM 1 -		A. B. C. D.
ITEM 2 -		A. B. C. D.
ITEM 3 -		
ITEM 4 -		

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

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

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

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

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

ARTICLE 2 BID MATERIALS AND EQUIPMENT – OPEN SPECIFICATIONS

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

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

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

2.4. Schedule of Bid Materials and Equipment

MATERIAL OR EQUIPMENT	SPECIFICATION SECTION	CONTRACTOR TO NAME ITS CHOSEN MANUFACTURERS AND SUPPLIERS
ITEM 1 -		
ITEM 2 -		
ITEM 3 -		
ITEM 4 -		
ITEM 5 -		
ITEM 6 -		
ITEM 6 -		
ITEM 7 -		
ITEM 8 -		
ITEM 9-		
ITEM 10 -		
ITEM 11-		
ITEM 12 -		

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

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

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

Signed by: _____ Name _____ Title _____

on this _____ day of _____, 20_____.

END OF SECTION 00440

SECTION 00500 AGREEMENTFILE No. 171/25046.CTS CONTRACT ORDER No. Y **TABLE OF CONTENTS**

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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

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1.2. PROJECT NAME – Jerome T. Hart State Office Building – Exterior Entrance Replacement

1.3. THE WORK – Demolition of existing southeast and northeast stair and ramp and demolition of existing northwest stair. Construction of new southeast sloped sidewalk and infilled ramp, construction of new northwest stair and ADA ramp with snowmelt system, and construction of new northeast stair with snowmelt system including all associated site work.

ARTICLE 2 CONTRACT DOCUMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 3 CONTRACT PRICE

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

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

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

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

All work onsite shall not begin until March 30, 2026.

4.1.1. The entire Work will be substantially complete in accordance with the requirements of the Contract Documents:

150 Calendar Days

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:

30 Calendar days after Substantial Completion

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

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

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

4.2.3. Liquidated damages for each Calendar Day that expires after the Contract Time specified in paragraph 4.1.1 for Substantial Completion of the entire Work – until the Work is substantially complete – shall be in the amount of 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 WTA Architects 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 – WTA Architects

WORK – Jerome T. Hart State Office Building – Exterior Entrance Replacement

FILE No. ____ 171/25046.CTS _____ 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**PROJECT PHASING**

The Contractor shall coordinate with the Owner perform the Work in separate phases as required to maintain the following access:

- Work shall block access to only one building entrance at a time.
- ADA access to at least one entrance to the building shall be maintained at all times.
- Preferred sequence would include completing work on the Northwest entrance prior to the Northeast entrance.

END OF SECTION 00520

SECTION 00610 PERFORMANCE BOND

FILE No. _____ 171/25046.CTS _____ 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. 171/25046.CTS 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**.

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

4.5 Patent Fees and Royalties:

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

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

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

4.6 Use of Premises:

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

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

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

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

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

4.7 Record Documents:

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

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

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

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

4.8 Emergencies:

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

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

4.9 Indemnification:

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

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

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

ARTICLE 5 SUBCONTRACTORS AND SUPPLIERS

5.1 Employment of Subcontractors:

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

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

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

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

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

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

5.2 "Or Equal" and Substitute Materials and Equipment:

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

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

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

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

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

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

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

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

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

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

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

5.3 The Contractor's Continuing Responsibilities:

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

ARTICLE 6 SUBMITTALS

6.1 Shop Drawing, Sample and Other Technical Submittals:

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

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

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

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

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

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

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

6.2 Review and Return of Technical Submittals:

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

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

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

6.3 Progress Schedule Submittals:

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

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

6.4 Review and Return of Progress Schedule Submittals:

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

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

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

6.5 Additional Provisions Concerning Submittals:

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

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

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

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

ARTICLE 7 LEGAL REQUIREMENTS; INSURANCE

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

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

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

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

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

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

7.2 Sales and Use Tax and Other Similar Taxes:

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 mail 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 shall be maintained for two (2) years after final payment, and evidence of coverage shall be furnished to the **Owner** yearly.

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

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

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

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

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

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

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

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

7.7 Property Insurance (Builder's All Risk Insurance)

*7.7.1. 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 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 prevailing wage requirements. The wage and classification schedules applicable for this project/location are included in Appendix III.

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

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

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

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

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

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

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

7.15 Asbestos Abatement:

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

ARTICLE 8 PROSECUTION; SUBSTANTIAL COMPLETION**8.1 Starting the Work:**

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

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

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

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

8.3 Compliance with Contract Time Requirements:

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

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

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

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

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

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

8.4 Substantial Completion:

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

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

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

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

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

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

8.5 Partial Use:

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

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

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

8.6 Division of Responsibilities:

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

8.7 Suspension of Work:

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

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

8.7.3. Suspension of Work Limitation – No adjustment in Contract Price under paragraphs 8.7.1 or 8.7.2 shall be made to the extent performance is delayed by any other cause, including any act or omission within the control of the **Contractor**. Further, no suspension of Work shall justify an increase in Contract Price or Contract Time unless the resulting Delay exceeds the time allowed in the Contract Documents for the act or failure to act.

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

8.8 Sharing of Total Float On Non–Critical Paths:

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

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

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

9.1 Warranty:

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

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

9.2 Tests, Inspections and Approvals:

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

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

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

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

9.3 Uncovering Work:

9.3.1. Any Work covered without the **Professional's** prior written concurrence shall, when requested by the **Professional**, be uncovered, exposed, or otherwise made available for On-Site Inspection, testing, inspection, or approval as the **Professional** may require, and replaced, if necessary. This requirement applies to Work, which requires On-Site Inspection by the **Professional**, based on the Contract Documents or on specific On-Site Inspection procedures of which the **Professional** notifies the **Contractor** in advance. This requirement also applies to Work, which is to be inspected, tested, or approved by others. The **Contractor** shall be responsible for any such uncovering, exposure, On-Site Inspection, testing, inspection, and satisfactory reconstruction, including an appropriate portion of the Delay and costs, unless the **Contractor** gave the **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. Certified payroll and other employment Records of workers assigned to the site, including apprentices and trainees, maintained to comply with the requirements of this provision, shall contain the name and address of each worker, correct wage classification, rate of pay (including contributions, or costs assumed to provide, for fringe benefits), daily and weekly number of hours worked, deductions made, and actual wages paid. The **Contractor** shall maintain Records that show: (a) the anticipated costs or actual costs incurred in providing such benefits, (b) that the commitment to provide such benefits is enforceable, and (c) that the plan or program is financially responsible and has been communicated in writing to the workers affected.

11.14.4. Access to Records, as prescribed in this paragraph, shall be allowed at any time during the execution of the Work and shall remain in full force and effect for five (5) years after final payment, or termination (in the event of termination), or date of final resolution of any dispute, litigation, audit exception or appeal – whichever event actually applies to this Contract.

11.15 Price Reduction for Defective Cost and Pricing Data:

11.15.1. If at any time during the prosecution of the Work, there is good cause to doubt the **Contractor's** compliance with the Defective Cost and Pricing Data requirements of this paragraph 11.15, the **Owner** shall be entitled to make an appropriate withholding from any payment otherwise owed to the **Contractor**.

11.15.2. Whenever the **Contractor** signs a proposal for a Contract Price or Contract Time adjustment, a Change Order or a claim settlement, the **Contractor** will be deemed to have certified, to the **Contractor's** best knowledge and belief, that the representations made and data submitted in pricing and negotiating the Cost of the Work Involved in that price proposal, Change Order, or claim settlement: (a) were made in good faith and are consistent with the facts, (b) are consistent with the provisions of Articles 10 and 11, and (c) are complete, accurate and current as of the date agreement was reached on the corresponding adjustments in Contract Price and/or Contract Time. This certification shall apply in each and every respect to any Subcontractor and Supplier who signs any cost and pricing data attached to any such a proposal for a Contract Price or Contract Time adjustment, Change Order or claim settlement.

11.15.3. If any adjustment in Contract Price or Contract Time made by any Change Order, claim or dispute settlement was increased by a material and significant amount because the **Contractor**, or any Subcontractor or Supplier, at any tier, made representations or furnished cost or pricing data of any kind that were false, contained math errors or were incomplete, the Contract Price shall be correspondingly reduced by Change Order.

ARTICLE 12 PROGRESS PAYMENTS; FINAL PAYMENT

12.1 Schedule of Values:

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

12.1.2. The Schedule of Values shall tabulate labor costs, Subcontract costs and material and equipment costs. Labor costs shall include appropriate sums for construction equipment costs, general conditions costs, administrative costs (paragraph 11.10) and profit, unless separate pay items are itemized for those costs.

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

12.2 Requests for Payment:

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

12.2.2. **The State will only disburse payments under this Contract through Electronic Funds Transfer (EFT).** Contractor must register with the State at <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) a defective work/non-compliance notice has not been acknowledged by the Contractor, (c) the Contract Price has been reduced by Change Order, (d) it has been necessary that the **Owner** correct Defective Work or complete Work, (e) reasonable evidence exists that all or a part of the Work will not be completed within the corresponding Contract Time, (f) of the **Contractor's** failure to comply with all material requirements of the Contract, including, but not limited to the failure to submit Progress Schedule Submittals or Record Documents when due, (g) stored materials for which payment has been made or is sought has been determined by the **Professional** to be damaged or missing, (h) amounts are requested for a Supplier which is not the Supplier named in the **Contractor's** completed Section 00440 Schedule of Materials and Equipment or a Supplier approved by the **Professional** through an "or equal" or substitution procedure, or (i) the **Professional** reasonably believes or knows of the occurrence of an event justifying termination for cause.

12.5 Request for Final Payment:

12.5.1. The **Contractor** shall complete the Substantial Completion Punch List within the Contract Time and date fixed by the **Professional**. The **Contractor** shall assemble all requisite documentation before requesting final inspection.

12.5.2. Upon written notice from the **Contractor** that the **Contractor** considers the entire Work, or a part of the Work for which final payment is specified in the Contract Documents, to be complete and ready for final payment, the **Professional** will make a final completion inspection with the **Owner** and **Contractor** and notify the **Contractor** in writing of all instances of incomplete or Defective Work revealed by the final inspection. The **Contractor** shall immediately undertake all necessary measure to complete Work in the final completion inspection.

12.5.3. The **Contractor** may request final payment after completing the incomplete or Defective Work to the satisfaction of the **Professional** and delivering final operating and maintenance documentation (with revisions made after Substantial Completion), warranties, inspection certificates, Record Documents (with revisions made after Substantial Completion), release of payment claim forms and all other required documents.

12.5.4. The **Contractor's** request for final payment shall enclose evidence of completed operations insurance and affidavit certifying that the insurance coverage will not be canceled, materially changed or renewal refused except as provided in paragraph 7.4.3, and an affidavit certifying that the surety agrees that final payment shall not relieve the surety of any of its obligations under the Performance Bond and Payment Bond. The **Contractor's** request for final payment shall further include (a) a **Contractor's** "Guarantee and Statement" (available from the **Owner**, form DTMB-0437) containing a statement of guaranteed indebtedness acceptable to the **Owner** in the full amount of the Contract Price, or a release of payment claims in the form of a release of liens, or a Bond or other security acceptable to the **Owner** to indemnify the **Owner** against any payment claim, and (b) a list of all pending insurance claims arising out of or resulting from the Work being handled by the **Contractor** and/or its insurer.

12.6 Final Payment and Acceptance:

12.6.1. If the **Professional** is satisfied that the Work, or a part of the Work for which separate final payment is specified in the Contract Documents, has been completed and the **Contractor's** other obligations under the Contract Documents have been fulfilled, the **Professional** will, within thirty (30) Calendar Days after receipt of the final payment request, furnish to the **Owner** and **Contractor** the **Professional's** certification of final payment and acceptance. If the **Professional** is not satisfied, the **Professional** will return that request to the **Contractor**, indicating in writing the reasons for not certifying final payment, in which case the **Contractor** shall make the necessary corrections and request that final payment again be considered.

12.6.2. If the **Owner** concurs with the **Professional's** certification of final payment, the **Owner** will, within thirty (30) Calendar Days after receipt by the **Owner** of the **Professional's** certified recommendation of final acceptance, pay the balance of the Contract Price, subject to those provisions governing final payment specified in the Contract Documents. If the **Owner** does not concur with the **Professional's** determination, the **Owner** will return the request for final payment to the **Contractor** indicating in writing the reasons for refusing final payment and acceptance. In that case, the **Contractor** shall make the necessary corrections and shall request that final payment be again considered by the **Owner**. The **Owner's** written determination will be binding upon the **Contractor**, unless the **Contractor** delivers a notice of a claim and a claim Submittal within the deadlines set forth in Article 15.

12.6.3. If final completion of the Work is significantly delayed through no fault of the **Contractor**, the **Owner** may, upon receipt of the **Contractor's** final Request for Payment, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. Payment of the balance due shall be made under the provisions for final payment but shall not constitute a waiver of claims.

12.6.4. The **Owner** shall pay with reasonable promptness any amounts deducted from the final payment, upon resolution of the claims justifying withholding of such monies.

12.7 Contractor's Continuing Obligation:

12.7.1. The following does not constitute acceptance of the Work in the event the Work or any Work is not in accordance with the Contract Documents, and therefore does not release the **Contractor** from its obligation to perform and furnish the Work in accordance with the Contract Documents: (a) a certification by the **Professional** of any Request for Payment or final payment; (b) the issuance of a Substantial Completion certificate; (c) any payment by the **Owner** to the **Contractor**; (d) any Partial Use; (e) any act of acceptance by the **Owner** or any failure to do so; (f) any review and approval of a Shop Drawing, sample, test procedure or other Submittal; (g) any review of a Progress Schedule; (h) any On-Site Inspection; (i) any inspection, test or approval; (j) any issuance of a notice of acceptability by the **Professional**; or (k) any correction of Defective Work or any completion of Work by the **Owner**.

12.8 Waiver of Claims:

12.8.1. The making and acceptance of final payment do not constitute a waiver by the **Owner** of any rights as to the **Contractor's** continuing obligations under the Contract Documents, nor will it constitute a waiver of any claims by the **Owner** against the **Contractor** still unsettled, or arising from unsettled payment claims, Defective Work appearing after final inspection or failure by the **Contractor** to comply with the Contract Documents or the terms of any special warranties provided by the Contract Documents or by Law.

12.8.2. The making and acceptance of final payment will constitute a waiver of all claims by the **Contractor** against the **Owner**, other than those claims previously made in writing, on a timely basis in accordance with Article 15, and still unsettled.

ARTICLE 13 OTHER WORK

13.1 Related Work at Site:

13.1.1. During the period allowed for the furnishing and performance and completion of the Work, the **Owner** may undertake other work at the site with its own forces, or have other work performed at the site by other parties (including, but not limited to contractors or Public Utilities). If the Contract Documents do not note the performance of any such other work, written notice will be given to the **Contractor** before starting that work.

13.1.2. Whenever work to be performed by the **Contractor** interfaces with other work, the **Contractor** shall coordinate that work with the interfacing work. Paragraphs 13.2 and 13.3 outline representative duties and responsibilities assumed by the **Contractor** under this requirement. Such duties and responsibilities are for the benefit of the parties on the other work to the extent there are comparable provisions for the benefit of the **Contractor** in the contracts between those parties and the **Owner**.

13.2 Coordination Requirements:

13.2.1. If other work is ongoing concurrently with the Work, the **Contractor** shall afford the responsible party proper and safe access to the site. The **Contractor** shall afford the other party a reasonable opportunity for the handling, unloading and storage of their materials and equipment and for the execution of their work.

13.2.2. If any part of the Work, for proper execution or results, interfaces on the work of the **Owner** or another party, the **Contractor** shall inspect and promptly report to the **Professional** in writing conditions in that work that render it unavailable or unsuitable for proper execution and results. The **Contractor's** failure to do so will constitute an acceptance of such other work as fit and proper for integration with the Work except for latent or non-apparent defects and deficiencies in the other work.

13.2.3. The **Contractor** shall do all cutting, fitting, patching, and interfacing of the Work that may be required to make any part of the Work come together properly and integrate with other work. The **Contractor** shall not cut, excavate, or otherwise alter any other work without prior written consent of the party responsible for such other work.

The **Contractor** shall supply, install and/or cause items to be built into interfacing Work, verify dimensions of interfacing Work, and notify the **Professional** of interfacing work that is unsatisfactory for, or prevents satisfactory installation of, any Work. Installation of any Work shall constitute acceptance by the **Contractor** of all previously placed interfacing work.

13.2.4. The **Contractor** shall be responsible for cooperating with the **Professional** fully in the coordination of the **Contractor** Submittals with interfacing submittals of other parties whose work in any way integrates with the Work or vice versa. Any such coordinated Submittal of the **Contractor** shall identify, by specific written notation, Work which integrates with the other work and of which the **Contractor** knows or has reason to know.

13.2.5. If the **Owner** contracts for other work, the **Owner** will have authority and responsibility for coordinating the operations of the **Contractor** and the other work. The **Owner** may delegate the specific authority and responsibility for coordinating the operations of the **Contractor** and of those parties performing the other work to another organization either by provision in Section 00800 Supplementary Conditions or at the pre-construction conference.

13.3 Claims Between the Contractor and Other Parties:

13.3.1. If the **Contractor** causes damage to the work or property of others, or if a claim arising out of the **Contractor's** execution of Work is made by another party against the **Contractor**, **Owner** or **Professional**, the **Contractor** shall promptly attempt to settle with that party by agreement or otherwise resolve the claim. The **Contractor** shall in any event, defend, indemnify, and hold harmless the **Owner** and **Professional** from and against all claims, as provided in paragraph 1.4, and/or judgments arising out of or resulting from damage by the **Contractor** to the work or property of others.

13.3.2. If another party causes damage to the Work or property of the **Contractor**, or if the performance of other work results in any claim by the **Contractor**, the **Contractor** shall promptly resolve the issue by agreement or otherwise resolve the claim. The **Contractor** shall not begin any action against the **Owner** (or its departments, agencies, boards, commissions, officers, and employees) or **Professional** (or their consultants, agents or any of their directors, officers, shareholders, agents, or employees), or permit any action against them to be maintained in the **Contractor's** name or for the **Contractor's** benefit before any court or tribunal, which action seeks to impose liability or recover damages from the **Owner** or **Professional** for such claim.

13.3.3. If the **Contractor** becomes involved in settling or otherwise resolving claims and disputes with other parties performing other work from events covered under paragraphs 13.3.1 or 13.3.2, or because of any other similar controversy, including damage to the Work or other work, or a dispute about responsibility for clean-up or any other issue, neither the **Owner** or **Professional** nor any of their respective consultants, agents, directors, shareholders, officers or employees will be involved in any way in such action (unless subpoenaed or ordered by a court). If the **Owner** incurs costs or damages of the types barred by the provisions paragraphs 13.3.1 and 13.3.2, the **Contractor** shall reimburse those costs and damages to the **Owner**.

13.3.4. Except as excluded in paragraph 13.3.5, if any party performing other work causes Delay upon the Work and if, upon a request from the **Contractor**, the **Owner** determines that any such Delay justifies an increase in Contract Price and/or Contract Time, the **Owner** shall amend the Contract Documents to provide the necessary adjustment in Contract Price or Contract Time, or both.

13.3.5. If a party performing other work is granted an extension in a contract time only (on account of Delay not reasonably anticipatable under the circumstances nor caused, in whole or in part, by any act or omission of the other party, the **Owner**, **Professional** or the **Owner's** representative on that other work), and if, upon a request from the **Contractor**, the **Owner** determines that the time extension granted to the other work requires a change in a coterminous Contract Time in the Contract Documents, the **Owner** shall amend the Contract Documents to provide for the necessary change in Contract Time only.

ARTICLE 14 TERMINATION

14.1 Notice Requiring Assurance of Due Performance:

14.1.1. The **Owner** may request the **Contractor** (with copy to the surety) to provide written assurance of due performance if, at any time, any of the following non-conformances occur, any of which, if not corrected, may justify defaulting the **Contractor**:

14.1.1.1. The **Contractor** fails to complete the Work, or a specified part of the Work, within the corresponding Contract Time; fails or refuses to supply sufficient management, supervision, workers, materials, or equipment; or otherwise fails to prosecute the Work, or any specified part of the Work, with the diligence required to comply with the Contract Time(s).

*14.1.1.2. The **Contractor** persistently disregards the authority of the **Professional** or violates or disregards a provision of the Contract Documents or the Laws of any Political Subdivision with jurisdiction; or

14.1.1.3. The **Contractor** admits in writing, or the **Owner** otherwise establishes, the **Contractor's** inability or refusal to pay the **Contractor's** debts generally as they become due; or in response to the **Owner's** demand, fails to provide adequate, written assurance that the **Contractor** has the financial resources necessary to complete the Work within the Contract Time.

14.1.2. Within seven (7) Calendar Days after the **Contractor** receives a notice requiring assurance of due performance, the **Contractor** shall meet with the **Owner** and present the **Contractor's** plan to correct the non-performance with supporting documentation. If the **Owner** determines that the **Contractor's** plan provides adequate assurance of due performance, that determination shall not waive the **Owner's** right to subsequently default the **Contractor** or affect any rights or remedies of the **Owner** against the **Contractor** and/or surety then existing or that may accrue in the future.

14.2 Contractor Default and Termination for Cause:

14.2.1. The **Owner**, after giving the **Contractor** and surety seven (7) Calendar Days' written notice of intent to default, may declare the **Contractor** in default and terminate the services of the **Contractor** of upon the occurrence of one or more of the following events:

14.2.1.1. At or after the meeting referred to in paragraph 14.1.2, the **Owner** determines that there is sufficient cause, giving the issues raised, to default the **Contractor**.

*14.2.1.2. The **Contractor** fails to comply with the Michigan Residency requirements (1984 PA 431, as amended, MCL 18.1241a); or is found to be in violation of Section 4 of 1980 PA 278 concerning unfair labor practices, or any nondiscrimination requirements imposed by Law.

14.2.1.3. The **Contractor** violates or breaches any material provision of the Contract Documents which provides contractually for the for-cause termination or rescission of the Contract or of the **Contractor's** right to complete the Work.

14.2.1.4. A trustee, receiver, custodian, or agent of the **Contractor** is appointed under contract, as opposed to under bankruptcy Law, whose appointment or authority to take over the **Contractor's** property is for the purpose of enforcing a lien against such property or for the general administration of such property for the benefit of the **Contractor's** creditors; or

14.2.1.5. It is determined that gratuities, including, but not limited to entertainment, gifts or donations were given by or on behalf of the **Contractor** to an official, agent, servant, or employee of the **Owner** or **Professional** to secure the Contract or favorable treatment with respect to the awarding or amending or the making of any determination relative to the execution of the Work.

14.2.2. Unless otherwise agreed between the **Owner** and **Contractor**, at the expiration of the seven (7) Day (intent to default) period, the **Contractor** shall immediately stop all Work and proceed in accordance with the **Owner's** instructions. Following receipt, and expiration, of a second seven (7) Day written notice period intended to allow the surety to complete an investigation of the default, the surety shall immediately:

14.2.2.1. If approved by the **Owner**, arrange for the **Contractor** to continue with performance and prosecution of the Work to completion; or

14.2.2.2. Undertake to perform and complete the Work, in accordance with the Contract Documents, in place of the **Contractor**, either through the surety's agents or by executing Sub agreements with qualified contractors (excluding the **Contractor** and any of the **Contractor's** affiliates), or both; and

14.2.2.3. If agreed to by the **Owner**, waive the surety's rights set forth elsewhere in this Article, and with reasonable promptness under the circumstances, after investigating in good faith and with due care and diligence, determine the amount for which it may be liable to the **Owner**, and present that determination to the **Owner**. If the **Owner** rejects that amount, the surety shall negotiate a sum acceptable to the **Owner** and promptly pay that amount to the **Owner** in full and with interest from the date the termination of the **Contractor's** services became effective. If the **Owner** rejects the sum determined by the surety, or if the surety fails to negotiate an agreement with the **Owner** on the amount of the surety's liability, the **Owner** shall have full power and authority to default the surety.

14.2.3. If the **Owner** has terminated the **Contractor**, and the surety elects to act under paragraph 14.2.2.2, the **Owner** will determine in good faith the amount necessary to cover the total direct, indirect and consequential costs (including, but not limited to liquidated damages, costs of correcting Work, fees and charges of engineers, architects, attorneys and others and any other costs and damages for which the surety is liable under Section 00610 Performance Bond) that the **Owner** believes it will sustain from that default. The **Owner** will communicate its determination to the surety, and the **Owner** will deduct that amount in its entirety from Requests for Payment under the Contract Documents. Upon completion of the Work, if the unpaid balance of the Contract Price is not sufficient to reimburse the **Owner** for all actual direct, indirect, and consequential costs resulting from the default of the **Contractor**, the surety and **Contractor**, jointly and severally, are liable to the **Owner** for the difference, which they shall pay to the **Owner** promptly.

14.2.4. If the **Owner** has terminated the **Contractor**, and the surety elects to act under paragraph 14.2.2.2, the surety's contract with another contractor makes that contractor a Subcontractor under the Contract, in which case: (a) the provisions of Article 11 shall remain in full force and effect, (b) the methods and criteria to be used to compute the surety's (in lieu of the **Contractor's**) and that contractor's Cost of and Fee for any Work involved shall be limited to those provided in Article 11, and (c) all Work performed by any such contractor pursuant to a Sub agreement with the surety shall be governed by the flow-through requirement in paragraph 5.1.6, the waiver of rights of subrogation provision in paragraph 7.8 and any other requirements of the Contract Documents governing Sub agreements.

14.2.5. If the **Owner** has terminated the **Contractor**, any such termination will not affect any rights or remedies of the **Owner** against the **Contractor** or surety, or both, then existing or that may accrue after termination. All provisions of the Contract Documents that, by their nature, survive final acceptance of the Work shall remain in full force and effect after a termination for cause of the **Contractor** or default of the surety, or both.

14.2.6. The **Owner** may, in its sole discretion, permit the **Contractor** to continue to perform Work when the **Contractor** is in default or has been defaulted. Such decision by the **Owner** shall in no way operate as a waiver of any of the **Owner's** rights under the Contract Documents or Section 00610 Performance Bond, nor in the event of a subsequent default, entitle the **Contractor** or surety to continue to perform or prosecute the Work to completion.

14.3 Surety Default:

14.3.1. If upon receipt of a notice of termination for cause, the surety fails to proceed immediately and as provided in paragraph 14.2.2, the **Owner** shall declare the surety in default under Section 00610 Performance Bond in accordance with the terms and conditions of this paragraph.

14.3.1.1. No default of the surety under the Section 00610 Performance Bond shall be declared, however, until the expiration of fifteen (15) Calendar Days after receipt by the surety of an additional written notice from the **Owner** demanding that the surety perform its obligations under Section 00610 Performance Bond.

14.3.2. If the **Owner** declares the surety in default, the **Owner** shall have full power and authority to exclude the surety and **Contractor** from the site, assume any Sub agreements that the **Owner** so selects and take possession of the Work and of all the surety's and **Contractor's** tools, plant and office, and construction equipment at the site (without liability to the surety or **Contractor** for trespass, rent or conversion). The **Owner** will (a) proceed to the full extent that the surety and **Contractor** could have proceeded, (b) incorporate into the Work all materials and equipment stored at the site or elsewhere, and (c) prosecute the Work to completion as the **Owner** may deem expedient. When the **Owner** exercises any of the rights or remedies provided in this paragraph, the **Owner** shall not be required to obtain the lowest price for Work performed.

14.3.3. If the **Owner** has defaulted the surety, any such termination or default will not affect any rights or remedies of the **Owner** against the **Contractor** or surety, or both, then existing or that may accrue after termination. Any retention or payment of monies due the **Contractor** or surety by the **Owner** will not release the **Contractor** or surety from liability. All provisions of the Contract Documents that, by their nature, survive final acceptance of the Work shall remain in full force and effect after a termination for cause of the **Contractor** or default of the surety, or both.

14.4 Termination for Convenience of the Owner:

14.4.1. Upon fifteen (15) Calendar Days' written notice to the **Contractor** and surety, or sooner if reasonable under the circumstances, the **Owner** may, without cause and without prejudice to any other right or remedy it may have, elect to terminate any part of the Work, or the Agreement in whole or in part, as the **Owner** may deem appropriate for its convenience. Upon receipt of any such termination notice, the **Contractor** shall immediately proceed in accordance with any specific instructions, protect and maintain the Work, and make reasonable and diligent efforts to mitigate costs associated with the termination.

14.4.2. In any termination for convenience, the **Contractor** shall be paid for (a) Work completed, in accordance with the Contract Documents, before receipt of the notice of termination, and (b) reasonable termination settlement costs for commitments that had become firm before the termination. The **Contractor** shall not be paid any anticipated and unrealized general conditions costs, administrative expenses, and profit for uncompleted Work. If no agreement can be reached as to reasonable termination costs, the **Owner** will make a determination in writing which shall be final and binding on the **Contractor** unless the **Contractor** delivers notice of a claim and a claim Submittal in accordance with the procedures and within the deadlines set forth in Article 15.

14.4.3. Upon termination for convenience, the **Owner** shall have full power and authority to take possession of the Work, assume any Sub agreements with Subcontractors and Suppliers that the **Owner** selects, and prosecute the Work to completion by contract or as the **Owner** may deem expedient.

14.4.4. If after notice of termination of the services of the **Contractor**, it is determined the **Contractor** was not in default, the termination shall be deemed to have been for the convenience of the **Owner**. In such event the **Contractor** may recover from the **Owner** payment in accordance with paragraph 14.4.2.

14.5 The Contractor May Suspend Work:

14.5.1. In addition to being entitled to earning interest on unpaid Requests for Payment, the **Contractor** may, upon fifteen (15) Calendar Days written notice to the **Owner**, suspend the Work for the **Owner's** convenience if, through no act or fault of the **Contractor**, the **Professional** fails, for thirty (30) Calendar Days, to initiate processing of any Request for Payment or the **Owner** fails, for ninety (90) Calendar Days, to pay the **Contractor** any Request for Payment finally certified by the **Professional** to be due.

14.5.2. Except as specifically provided in paragraph 14.5.1, this provision shall not relieve the **Contractor** of the **Contractor's** obligations to prosecute the Work in accordance with the Progress Schedule and without Delay during any disputes and disagreements with the **Owner**.

ARTICLE 15 DISPUTES

15.1 Claims Under This Article:

15.1.1. All claims, counterclaims, disputes, and other matters in question between the **Owner** and **Contractor** arising out of or relating to the Contract Documents or the breach thereof, shall be submitted in writing to the **Professional** and otherwise processed and resolved as provided in this Article.

15.1.2. A claim means a written demand or assertion by the Owner or Contractor, which is properly certified, seeking an adjustment in Contract Price and/or payment of moneys due, an extension or shortening in Contract Time, the adjustment or interpretation of Contract terms, or other relief arising under or relating to the Contract. If a Bulletin or specific request for proposal has been issued by the Professional or Owner and quoted by the Contractor, it may become a claim or dispute with proper written notice per 15.1.2.1 should the Contractor is object to a written determination and/or rejection by the Professional or Owner under the appropriate provision of the Contract Documents.

15.1.2.1. Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker (Professional/PSC). Claims by either party must be initiated within 21 days after the occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognized the condition giving rise to the claim. Provided such timely notice is delivered, a full and detailed breakdown of cost and time requested, with supporting documentation, if not provided with initial notice shall be delivered to Professional and Owner within 15 days of the notice, as noted in Article 11.1.2, unless otherwise agreed in writing, by the Owner prior to expiration of such time.

15.1.2.2. Pending final resolution of a Claim, except as otherwise agreed in writing or as provided under conditions of failure of timely progress payment or Article 14, the Contractor shall ensure the Work diligently proceeds with the performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Owner shall prepare Change Orders and PSC shall certify payment requests in accordance with the decisions of the Initial Decision Maker.

15.1.3. Unless otherwise agreed between the parties, any claim that can be resolved under a provision of the Contract Documents providing for or excluding the relief sought by the claimant shall be resolved in accordance with that provision.

15.1.4. Notice of Claim - Except for **Owner** claims for liquidated damages, no claim shall be valid unless it is based upon written notice delivered by the claimant to the other party and the Professional/PSC within 21 days as per 15.1.2 and 15.1.2.1. The notice shall include a supporting statement stating the nature of the dispute, the amount involved, if any, and the remedy sought. The claim submittal with all supporting data shall be delivered within thirty (30) Calendar Days after Notice (unless the **Professional** allows an extension). The responsibility to substantiate claims shall rest with the claimant.

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

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

15.2 Requirement for Certification of Contractor Claims:

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

15.3 Recommendations or Decisions from the Professional:

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

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

*15.3.3. To the extent any **Professional's** decision is to deny a **Contractor** claim or to agree with an **Owner** claim, that decision shall be final and binding on the **Contractor**, without any determination by the **Owner**, unless the **Contractor** files a request for a presentation with the **Director-DCD** within 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.

*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.

*15.4.6. If, after such determination from the **Director-DCD**, or his/her designee, the **Contractor** properly submits the dispute to the Michigan Court of Claims or requests arbitration, and the final determination of either forum does not increase the **Contractor's** recovery by thirty (30%) percent or more above that awarded by the **Director-DCD**, or his/her designee, or voluntarily withdraws the action, the **Contractor** shall pay all resulting expenses of the **Owner** (including, but not limited to reasonable charges of attorneys, engineers, others and court or arbitration costs)

15.5 Supplements to AAA Arbitration:

*15.5.1. No arbitration, arising out of, or relating to the Contract Documents shall include, by consolidation, joinder or in any other manner, any additional party not a party to this Contract, except by written consent containing a specific reference to the Agreement and signed by all the parties involved. Consent shall be deemed given by any party who has executed an agreement directly with the **Owner** affected by the Project and containing provisions comparable to those in this Article 15.

Any consent to arbitration involving any additional party or parties shall not constitute consent to arbitration of any dispute not permitted in this Article. The agreement to arbitrate with any additional party or parties duly consented to by the parties to this Contract shall be specifically enforceable under the prevailing arbitration Law.

15.5.2. Subject to any recognized privilege, discovery shall be available to each party to the arbitration as it would be available under the general court rules of the Michigan Court of Claims which shall be enforced by the American Arbitration Association. All discovery and amendments to the prehearing summary shall conclude thirty (30) Calendar Days before the arbitration date. Failure to provide the foregoing discovery shall render any claim supported by witnesses or documents not so disclosed excludable by the arbitration panel in its discretion.

15.6 Interest on a Judgment; Payment of Judgment:

*15.6.1. If, subsequent to a determination by the **Director-DCD**, or his/her designee, the **Owner** or **Contractor** files a Michigan Claims Court or AAA arbitration action, and the party filing for such action increases its recovery by thirty (30%) percent or more above that awarded by the **Director-DCD**, or his/her designee, that party shall be entitled to interest calculated in accordance with MCL 600.6013, as amended, whether the action is filed with the Michigan Court of Claims or the American Arbitration Association.

*15.6.2. After settlement or final adjudication of any claim under this Article if, upon demand, payment by the **Contractor** is not made to the **Owner**, the **Owner** may offset the appropriate amounts against (a) payments due to the **Contractor** under any other contract between the **Owner** and the **Contractor**, or (b) any amounts for which the **Owner** may be obligated to the **Contractor** in any capacity.

15.7 Venue; Flow-Through Provision:

15.7.1. The **Contractor** agrees to waive jurisdiction and venue, to consent and submit to the jurisdiction of, and not commence any action in other than, a competent State court in Ingham County, Michigan, unless original jurisdiction is vested in the Michigan Court of Appeals, the Michigan Court of Claims, or the Michigan Supreme Court, regardless of residence or domicile, for any action or suit at law or in equity arising out of or under the Contract Documents. The **Contractor** further agrees that it will have each of its Suppliers and Subcontractors provide similar waivers as those required in this paragraph.

15.7.2. The **Contractor** shall insert the provisions of this Article in all Sub agreements, altering those paragraphs only to identify properly the contracting parties.

END OF SECTION 00700

SECTION 00800 SUPPLEMENTARY CONDITIONS**PROFESSIONAL** – WTA Architects

WORK – Jerome T. Hart State Office Building – Exterior Entrance Replacement

FILE No. _____171/25046.CTS_____

The provisions of this Section 00800 Supplementary Conditions amend or supplement Section 00700 General Conditions and those other provisions of the Contract Documents, as indicated below. All other provisions of the Contract Documents that are not so amended or supplemented remain in full force and effect.

All required testing and inspections shall be provided by an independent third-party testing service. The contractor shall be responsible for hiring testing company and all associated costs shall be included in base bid proposal. Refer to the following sections for testing requirements:

033000 – Cast In Place Concrete

084113 – Aluminum-Framed Entrances and Storefronts

230593 – Testing, Adjusting & Balancing for HVAC

232113 – Hydronic Piping

238316 – Radiant-Heating Hydronic Piping

260526 – Grounding and Bonding for Electrical Systems

312000 – Earth Moving

329113 – Soil Preparation

END OF SECTION 00800

APPENDIX I

SPECIAL WORKING CONDITIONS

DTMB State Facilities Administration

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 while in DTMB facilities. Access will be granted for normal business hours. (Monday-Friday, 8:00 a.m.-5:00 p.m. except State holidays). Weekend work may be approved where advantageous to the project (e.g: limit disruption to building occupants or public right-of-way traffic, etc.). Contractor shall coordinate with Owner for approval as needed for work outside of normal business hours. 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. It's preferable to send completed forms via email to DTMB Facility Manager or provide a completed hardcopy.

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.

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f. On Site Contact Phone

4. DTMB Infrastructure Protection Analyst – All Building Approval

[illegible]

SECTION 4. APPROVALS

☐ Approved

☐ Not Approved

DTMB Security Signature

Printed Name

Date

Comments

NOTE: This form must be submitted 48 hours prior to accessing DTMB Facilities

SUBMIT TO: DTMB-Security@michigan.gov

APPENDIX II

SPECIAL PROJECT PROCEDURES

SOIL EROSION AND SEDIMENTATION CONTROL PROJECT PROCEDURES FOR CONTRACTORS

1. Comply with Part 91, Soil Erosion and Sedimentation Control (SESC) of the Natural Resources and Environmental Protection Act 1994 PA 451, as amended.
2. It has been determined that a SESC permit is NOT required based on the limited excavations. However, the contractor is still required to comply with SESC requirements on the property involved in the Work and SESC best management practices to control soil erosion and protect adjacent properties and the waters of the state from sedimentation. Should Work on State property be added to the project where excavation scope becomes larger than 1 acre or extends closer than 500 feet of a stream or lake, contact the PSC to implement a SESC plan and permit.

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 shall have a waste management plan for the collection, handling, storage, transportation, and disposal of the waste generated at the construction site.

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.
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.

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. A Contract Change Order will be written to modify the existing Contract to pay for the additional hazardous materials scope.
2. This project has been identified by the DTMB-SFA as having MINIMAL possibility of containing Hazardous Waste materials to be legally removed from the Project job site to complete the Work. As deemed necessary to complete the work, coordinate with the Building Owner for their properly handling of any onsite chemical products used for normal building operations.
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

Attached is a copy of the Atlas, Pre-renovation Asbestos and Lead-Containing Paint Survey. While limited impacts are expected with this project, the Contractor shall use this asbestos survey for those portions of the building or structure being renovated and plan their work to minimize disturbance of any known or assumed asbestos containing materials (ACM).

If the asbestos 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

Attached is a copy of the Atlas, Pre-renovation Asbestos and Lead-Containing Paint Survey. While limited impacts are expected with this project, the Contractor shall use this survey for those portions of the building or structure being renovated and plan their work to minimize disturbance of any lead paint materials.

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, abrased, burning and heat-gun stripping of lead based paint are not allowed), the requirements concerning warning signs and labels, material safety data sheets (MSDS), and employee information and training. Employers shall comply with the requirements of 29 CFR 1926.62(l) - Employee Information and Training.

If lead or materials containing lead will be disturbed as a part of the work to be performed, the Contractor must remove, transport, and dispose of these materials at no additional cost to the Owner and prior to any other work taking place within the immediate vicinity of said material. The Contractor must provide the Owner a minimum 10 working day notification prior to the start of any lead abatement activities with abatement in occupied buildings being completed even if they will be conducted during off hours (nights, weekends, and state holidays). Abatement is defined as an activity specifically designed to permanently remove lead paint, lead-contaminated dust or other lead containing materials, the installation of a permanent enclosure or encapsulation of lead paint or other lead containing materials, the replacement of lead-painted surfaces or fixtures, the removal or covering of lead-contaminated soil, and any preparation, cleanup, disposal, and post-abatement clearance testing associated with these activities. Renovation, remodeling, landscaping, or other activity, that is not designed to permanently eliminate lead paint hazards, but is instead designed to repair, restore, or remodel a structure, or housing unit even though the activity may incidentally result in a reduction or elimination of a lead paint hazard is not considered abatement.

If abatement of lead or materials containing lead is required, abatement must be completed by a qualified Lead Abatement Contractor. In addition, Specifications for the Lead Abatement should be based upon a Lead Inspection/Risk Assessment report. The Lead Inspection/Risk Assessment report and clearance testing upon completion should be performed by a Certified Inspector or Risk Assessor. Lead abatement including clearance testing shall be performed in accordance with the State of Michigan, Lead Abatement Act, Part 54A Lead Abatement and with all other federal, state, and local Laws and Regulations that may apply

For additional information about certifications, guidance, and regulations for lead hazard control activities, visit www.michigan.gov/lead.

APPENDIX III PREVAILING WAGE RATE SCHEDULES



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.



GRETCHEN WHITMER
GOVERNOR

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

SUSAN CORBIN
DIRECTOR

Prevailing Wage Rates for State Funded Projects Official Rate Schedule

ORS#:	ORS-003295
Date Issued:	08/22/2025
Contract Award By Date:	11/20/2025
Contracting Agency:	DTMB Design & Construction Division (CA-0007)
Contracting Agency Representative:	Don Klein (KleinD4@michigan.gov)
Project Number:	171/25046.CTS
Project Name:	Jerome T. Hart State Office Building
Project Description:	Replace Entrance

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

Saginaw

Classification Name	Category	Last Updated
Asbestos & Lead Abatement Laborer	Asbestos Abatement Worker or Environmental Remediation Worker	04/04/2025

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	\$37.02	\$43.03	\$51.45

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
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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

Saginaw

Classification Name	Category	Last Updated
Boilermaker	Boilermaker	04/04/2025

Classification Description: Boilermaker

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$72.47	\$107.56	\$142.63
Apprentice: 1st Period	\$53.53	\$79.15	\$104.75
Apprentice: 2nd Period	\$55.14	\$81.57	\$107.97
Apprentice: 3rd Period	\$56.73	\$83.94	\$111.15
Apprentice: 4th Period	\$58.31	\$86.32	\$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	\$107.55
10th hour	\$107.55
Beyond 10 hours	\$107.55

Saturday

First 8 hours	\$107.55
9th hour	\$107.55
10th hour	\$107.55
Beyond 10 hours	\$107.55

Sunday/Holiday	\$142.63
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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

Saginaw

Classification Name	Category	Last Updated
Bricklayers, Stone Mason, Pointer, Cleaner & Caulker - BAC 2 - Saginaw	Bricklayer	04/04/2025

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

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$56.61	\$72.78	\$88.94
Apprentice: Bricklayer Apprentice Level 5	\$50.11	\$64.03	\$77.94
Apprentice: Bricklayer Apprentice Level 6	\$51.87	\$66.67	\$81.46
Apprentice: Bricklayers Apprentice Level 3	\$46.60	\$58.76	\$70.92
Apprentice: Bricklayers Apprentice 2ndLevel	\$44.84	\$56.12	\$67.40
Apprentice: Bricklayers Apprentice 4th Level	\$48.36	\$61.40	\$74.44
Apprentice: Bricklayers Apprentice Level 1	\$43.08	\$53.48	\$63.88
Apprentice: Bricklayers Apprentice Level 7 & 8	\$53.63	\$69.31	\$84.98

Overtime Provisions

Over 8-hour day/40-hour week	
9th hour	\$72.77
10th hour	\$72.77
Beyond 10 hours	\$72.77
Saturday	
First 8 hours	\$72.77
9th hour	\$72.77
10th hour	\$72.77
Beyond 10 hours	\$72.77
Sunday/Holiday	
	\$88.94

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

Saginaw

Classification Name	Category	Last Updated
Carpenter/Pile Driver 706-Z4	Carpenter	04/04/2025

Classification Description: Carpenter/Pile Driver

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$56.95	\$73.76	\$90.56
Apprentice: Apprentice 1st Year	\$46.87	\$58.64	\$70.40
Apprentice: Apprentice 2nd Year	\$48.55	\$61.16	\$73.76
Apprentice: Apprentice 3rd Year	\$55.27	\$71.24	\$87.20
Apprentice: Apprentice 4th Year	\$55.27	\$71.24	\$87.20

Overtime Provisions

Over 8-hour day/40-hour week

9th hour	\$56.95
10th hour	\$73.75
Beyond 10 hours	\$73.75

Saturday

First 8 hours	\$73.75
9th hour	\$73.75
10th hour	\$73.75
Beyond 10 hours	\$73.75

Sunday/Holiday	\$90.56
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Four 10-hour days allowed? - Yes

Make Up Day Allowed? - Yes

Saturday Make-Up Day. In the event inclement weather prevails for two (2) days, Monday through Friday (minimum of four (4) hours lost each day), the make-up day as proposed by the Employer Committee will become operational for that week and the following clause shall become applicable.

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Saginaw

Classification Name	Category	Last Updated
Class I	Diver	04/04/2025

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

Saginaw

Classification Name	Category	Last Updated
Drywall Finisher	Drywaller	04/04/2025

Classification Description: Drywall Finisher

4 10 hour days allowed on consecutive days, Monday-Friday. Make up day allowed M-F for work missed due to holidays or inclement weather.

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$44.69	\$57.32	\$69.95
Apprentice: Level 1	\$32.06	\$38.37	\$44.69
Apprentice: Level 2	\$37.11	\$45.95	\$54.79
Apprentice: Level 3	\$42.16	\$53.53	\$64.89

Overtime Provisions

Over 8-hour day/40-hour week

9th hour	\$57.32
10th hour	\$57.32
Beyond 10 hours	\$57.32

Saturday

First 8 hours	\$57.32
9th hour	\$57.32
10th hour	\$57.32
Beyond 10 hours	\$57.32

Sunday/Holiday	\$69.95
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Four 10-hour days allowed? - Yes

Make Up Day Allowed? - Yes

Monday or Friday

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Saginaw

Classification Name	Category	Last Updated
Communication Technician	Electrician	04/04/2025

Classification Description: Communication Technician

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
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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.

Base Rate Comment: Foreman (112.5% above JL Rate)

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Saginaw

Classification Name	Category	Last Updated
Electrician - IW	Electrician	04/04/2025

Classification Description: Journeyman

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$62.85	\$81.35	\$99.85
Apprentice: 1st Period	\$29.84	\$40.46	\$51.08
Apprentice: 2nd Period	\$35.15	\$46.01	\$56.06
Apprentice: 3rd Period	\$40.46	\$56.39	\$72.32
Apprentice: 4th Period	\$43.11	\$60.38	\$77.63
Apprentice: 5th Period	\$48.43	\$68.33	\$88.25
Apprentice: 6th Period	\$55.07	\$78.30	\$101.54

Overtime Provisions

Over 8-hour day/40-hour week

9th hour	\$81.35
10th hour	\$81.35
Beyond 10 hours	\$81.35

Saturday

First 8 hours	\$81.35
9th hour	\$81.35
10th hour	\$81.35
Beyond 10 hours	\$81.35

Sunday/Holiday	\$99.85
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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

Saginaw

Classification Name	Category	Last Updated
Electrician - SC	Electrician	04/04/2025

Classification Description: Sound and communication installer/technician

Four ten hour days allowed M-Th or T-F

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$33.47	\$46.94	\$60.66
Apprentice: 1st Period	\$14.65	\$21.03	\$27.40
Apprentice: 2nd Period	\$17.50	\$25.30	\$33.10
Apprentice: 3rd Period	\$20.32	\$29.53	\$38.74
Apprentice: 4th Period	\$23.17	\$33.81	\$44.44

Overtime Provisions

Over 8-hour day/40-hour week

9th hour	\$45.72
10th hour	\$45.72
Beyond 10 hours	\$45.72

Saturday

First 8 hours	\$45.72
9th hour	\$45.72
10th hour	\$45.72
Beyond 10 hours	\$45.72

Sunday/Holiday	\$57.96
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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

Saginaw

Classification Name	Category	Last Updated
Fiber Optic Splicer	Electrician	04/04/2025

Classification Description: Fiber Optic Splicer

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
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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

Saginaw

Classification Name	Category	Last Updated
Journeyman Signal Technician	Electrician	04/04/2025

Classification Description: Journeyman Signal Technician

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
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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

Saginaw

Classification Name	Category	Last Updated
Journeyman Specialist	Electrician	04/04/2025

Classification Description: Journeyman Specialist

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
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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

Saginaw

Classification Name	Category	Last Updated
Tower Technician	Electrician	04/04/2025

Classification Description: Tower Technician

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
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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

Saginaw

Classification Name	Category	Last Updated
Elevator Constructor Mechanic	Elevator Constructor	04/04/2025

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

Saginaw

Classification Name	Category	Last Updated
Glazier	Glazier	04/04/2025

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	\$53.53	\$66.70
Apprentice: 4th level	\$45.66	\$61.46	\$77.26

Overtime Provisions

Over 8-hour day/40-hour week

9th hour	\$67.73
10th hour	\$67.73
Beyond 10 hours	\$67.73

Saturday

First 8 hours	\$67.73
9th hour	\$67.73
10th hour	\$67.73
Beyond 10 hours	\$67.73

Sunday/Holiday	\$85.62
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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

Saginaw

Classification Name	Category	Last Updated
Heat & Frost Insulator	Heat and Frost Insulator	04/04/2025

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
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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

Saginaw

Classification Name	Category	Last Updated
Ironworker - Rigger Machinery Mover	Ironworker	04/04/2025

Classification Description: Rigging Work

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$78.78	\$96.21	\$113.63
Apprentice: Level 1	\$54.18	\$65.03	\$75.87
Apprentice: Level 2	\$54.18	\$65.03	\$75.87
Apprentice: Level 3	\$57.29	\$69.02	\$80.75
Apprentice: Level 4	\$60.00	\$72.45	\$84.89
Apprentice: Level 5	\$63.12	\$76.45	\$89.78
Apprentice: Level 6	\$65.82	\$79.86	\$93.90
Apprentice: Level 7	\$68.94	\$83.87	\$98.80
Apprentice: Level 8	\$72.05	\$87.87	\$103.69

Overtime Provisions

Over 8-hour day/40-hour week

9th hour	\$96.21
10th hour	\$96.21
Beyond 10 hours	\$113.63

Saturday

First 8 hours	\$96.21
9th hour	\$96.21
10th hour	\$96.21
Beyond 10 hours	\$113.63

Sunday/Holiday	\$113.63
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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

Saginaw

Classification Name	Category	Last Updated
Reinforced Ironworker	Ironworker	04/04/2025

Classification Description: Reinforced Iron Work

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$65.70	\$82.42	\$99.13
Apprentice: Level 1	\$54.67	\$66.54	\$78.41
Apprentice: Level 2	\$57.24	\$69.61	\$81.98
Apprentice: Level 3	\$59.13	\$71.84	\$84.54
Apprentice: Level 4	\$62.02	\$75.56	\$89.10
Apprentice: Level 5	\$64.92	\$79.30	\$93.67
Apprentice: Level 6	\$72.26	\$88.98	\$105.69
Apprentice: Level 7	\$72.26	\$88.98	\$105.69
Apprentice: Level 8	\$72.26	\$88.98	\$105.69

Overtime Provisions

Over 8-hour day/40-hour week

9th hour	\$82.41
10th hour	\$82.41
Beyond 10 hours	\$99.13

Saturday

First 8 hours	\$82.41
9th hour	\$82.41
10th hour	\$82.41
Beyond 10 hours	\$99.13

Sunday/Holiday	\$99.13
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Four 10-hour days allowed? - No

Make Up Day Allowed? - Yes

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Saginaw

Classification Name	Category	Last Updated
Structural Ironworker	Ironworker	04/04/2025

Classification Description: Structural, ornamental, welder and pre-cast

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$78.91	\$105.80	\$132.69
Apprentice: Level 1	\$54.18	\$65.03	\$75.87
Apprentice: Level 2	\$55.00	\$66.20	\$77.40
Apprentice: Level 3	\$57.29	\$69.02	\$80.75
Apprentice: Level 4	\$60.00	\$72.45	\$84.89
Apprentice: Level 5	\$63.12	\$76.45	\$89.78
Apprentice: Level 6	\$65.82	\$79.86	\$93.90
Apprentice: Level 7	\$68.94	\$83.87	\$98.80
Apprentice: Level 8	\$72.05	\$87.87	\$103.69

Overtime Provisions

Over 8-hour day/40-hour week

9th hour	\$96.69
10th hour	\$96.69
Beyond 10 hours	\$114.46

Saturday

First 8 hours	\$96.69
9th hour	\$96.69
10th hour	\$96.69
Beyond 10 hours	\$114.46

Sunday/Holiday	\$114.46
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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

Saginaw

Classification Name	Category	Last Updated
Laborer - N-A	Laborer, Common	04/04/2025

Classification Description: Class A Laborer: building and heavy construction work, demolition, mortar mixers, mason tender, carpenter tender, fire watch, heater tender, all 3" pumps and below, furniture mover, material mixers, vibrator operators, operators of concrete mixers, chipp

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$34.88	\$45.44	\$56.00
Apprentice: 0-1,000 work hours	\$28.29	\$35.56	\$42.82
Apprentice: 1,001-2,000 work hours	\$28.76	\$36.51	\$44.26
Apprentice: 2,001-3,000 work hours	\$29.72	\$37.95	\$46.18
Apprentice: 3,001-4,000 work hours	\$31.66	\$40.86	\$50.06

Overtime Provisions

Over 8-hour day/40-hour week

9th hour	\$45.44
10th hour	\$45.44
Beyond 10 hours	\$45.44

Saturday

First 8 hours	\$45.44
9th hour	\$45.44
10th hour	\$45.44
Beyond 10 hours	\$45.44

Sunday/Holiday	\$56.00
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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

Saginaw

Classification Name	Category	Last Updated
Laborer - S-A	Laborer, Common	04/04/2025

Classification Description: Class A Laborer on building and heavy construction work, mortar mixers, mason tender, carpenter tender, fire watch, all 3" pumps and below, plaster mixers, plaster tenders, pipe or crock layers, signal men and top men on caisson work, mechanized buggy ope

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$37.71	\$49.72	\$61.72
Apprentice: 0-1,000 work hours	\$30.97	\$39.52	\$48.12
Apprentice: 1,001-2,000 work hours	\$32.12	\$41.24	\$50.42
Apprentice: 2,001-3,000 work hours	\$33.27	\$42.97	\$52.72
Apprentice: 3,001-4,000 work hours	\$35.56	\$46.40	\$57.30

Overtime Provisions

Over 8-hour day/40-hour week

9th hour	\$49.71
10th hour	\$49.71
Beyond 10 hours	\$49.71

Saturday

First 8 hours	\$49.71
9th hour	\$49.71
10th hour	\$49.71
Beyond 10 hours	\$49.71

Sunday/Holiday	\$61.71
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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

Saginaw

Classification Name	Category	Last Updated
Laborer -Underground Open Cut - Class I - Z4	Laborer, Common	04/04/2025

Classification Description: Construction Laborer

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$35.82	\$45.48	\$55.13
Apprentice: 0-1,000 work hours	\$30.52	\$39.16	\$47.79
Apprentice: 1,001-2,000 work hours	\$31.47	\$40.59	\$49.69
Apprentice: 2,001-3,000 work hours	\$32.42	\$42.01	\$51.59
Apprentice: 3,001-4,000 work hours	\$34.32	\$44.86	\$55.39

Overtime Provisions

Over 8-hour day/40-hour week

9th hour	\$45.48
10th hour	\$45.48
Beyond 10 hours	\$45.48

Saturday

First 8 hours	\$45.48
9th hour	\$45.48
10th hour	\$45.48
Beyond 10 hours	\$45.48

Sunday/Holiday	\$55.13
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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

Saginaw

Classification Name	Category	Last Updated
Laborer -Underground Open Cut - Class II - Z4	Laborer, Common	04/04/2025

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
				Over 8-hour day/40-hour week
Total Hourly Wage	\$35.95	\$45.67	\$55.39	9th hour \$45.67
Apprentice: 0-1,000 work hours	\$30.62	\$39.31	\$47.99	10th hour \$45.67
Apprentice: 1,001-2,000 work hours	\$31.57	\$40.73	\$49.89	Beyond 10 hours \$45.67
Apprentice: 2,001-3,000 work hours	\$32.53	\$42.17	\$51.81	
Apprentice: 3,001-4,000 work hours	\$34.44	\$45.04	\$55.63	Saturday
				First 8 hours \$45.67
				9th hour \$45.67
				10th hour \$45.67
				Beyond 10 hours \$45.67
				Sunday/Holiday \$55.39

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - No

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Saginaw

Classification Name	Category	Last Updated
Laborer -Underground Open Cut - Class IV - Z4	Laborer, Common	04/04/2025

Classification Description: Trench or excavating grade man.

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$36.13	\$45.94	\$55.75
Apprentice: 0-1,000 work hours	\$30.75	\$39.51	\$48.25
Apprentice: 1,001-2,000 work hours	\$31.72	\$40.96	\$50.19
Apprentice: 2,001-3,000 work hours	\$32.68	\$42.40	\$52.11
Apprentice: 3,001-4,000 work hours	\$34.61	\$45.29	\$55.97

Overtime Provisions

Over 8-hour day/40-hour week

9th hour	\$45.94
10th hour	\$45.94
Beyond 10 hours	\$45.94

Saturday

First 8 hours	\$45.94
9th hour	\$45.94
10th hour	\$45.94
Beyond 10 hours	\$45.94

Sunday/Holiday

\$55.75

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - No

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Saginaw

Classification Name	Category	Last Updated
Laborer -Underground Open Cut - Class VI - Z4	Laborer, Common	04/04/2025

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 & the installation and repair of water service pipe and appurtenance

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$33.47	\$41.95	\$50.43
Apprentice: 0-1,000 work hours	\$28.76	\$36.52	\$44.27
Apprentice: 1,001-2,000 work hours	\$29.59	\$37.77	\$45.93
Apprentice: 2,001-3,000 work hours	\$30.42	\$39.01	\$47.59
Apprentice: 3,001-4,000 work hours	\$32.09	\$41.51	\$50.93

Overtime Provisions

Over 8-hour day/40-hour

week

9th hour	\$41.95
10th hour	\$41.95
Beyond 10 hours	\$41.95

Saturday

First 8 hours	\$41.95
9th hour	\$41.95
10th hour	\$41.95
Beyond 10 hours	\$41.95

Sunday/Holiday

\$50.43

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - No

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Saginaw

Classification Name	Category	Last Updated
Pipe and Manhole Rehab - 1	Laborer, Common	04/04/2025

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

Saginaw

Classification Name	Category	Last Updated
Laborer - Hazardous - Class A - Z8	Laborer, Hazardous	04/04/2025

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	\$34.21	\$44.68	\$55.15
Apprentice: 0-1,000 work hours	\$28.97	\$36.82	\$44.67
Apprentice: 1,001-2,000 work hours	\$30.02	\$38.39	\$46.77
Apprentice: 2,001-3,000 work hours	\$31.07	\$39.97	\$48.87
Apprentice: 3,001-4,000 work hours	\$33.16	\$43.11	\$53.05

Overtime Provisions

Over 8-hour day/40-hour week

9th hour	\$44.68
10th hour	\$44.68
Beyond 10 hours	\$44.68

Saturday

First 8 hours	\$44.68
9th hour	\$44.68
10th hour	\$44.68
Beyond 10 hours	\$44.68

Sunday/Holiday	\$55.15
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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

Saginaw

Classification Name	Category	Last Updated
Laborer - Hazardous - Class B - Z8	Laborer, Hazardous	04/04/2025

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	\$35.20	\$49.67	\$64.14
Apprentice: 0-1,000 work hours	\$29.71	\$41.44	\$53.16
Apprentice: 1,001-2,000 work hours	\$30.81	\$43.08	\$55.36
Apprentice: 2,001-3,000 work hours	\$31.91	\$44.74	\$57.56
Apprentice: 3,001-4,000 work hours	\$34.10	\$48.02	\$61.94

Overtime Provisions

Over 8-hour day/40-hour week

9th hour	\$46.17
10th hour	\$46.17
Beyond 10 hours	\$46.17

Saturday

First 8 hours	\$46.17
9th hour	\$46.17
10th hour	\$46.17
Beyond 10 hours	\$46.17

Sunday/Holiday	\$57.14
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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

Saginaw

Classification Name	Category	Last Updated
Laborer - Landscape - Class A - Z2	Laborer, Landscaping	04/04/2025

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

Saginaw

Classification Name	Category	Last Updated
Laborer - Landscape - Class A - Z2	Laborer, Landscaping	04/04/2025

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

Saginaw

Classification Name	Category	Last Updated
Laborer - Landscape - Class B2 - Z2	Laborer, Landscaping	04/04/2025

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

Saginaw

Classification Name	Category	Last Updated
Laborer - Landscape - Class C - Z2	Laborer, Landscaping	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

Saginaw

Classification Name	Category	Last Updated
Laborer - Landscape - Class D - Z2	Laborer, Landscaping	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
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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

Saginaw

Classification Name	Category	Last Updated
Laborer -Underground Open Cut - Class VII - Z4	Laborer, Landscaping	04/04/2025

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	\$39.46	\$47.11	Over 8-hour day/40-hour week
Apprentice: 0-1,000 work hours	\$27.51	\$34.65	\$41.77	9th hour \$39.46
Apprentice: 1,001-2,000 work hours	\$28.26	\$35.77	\$43.27	10th hour \$39.46
Apprentice: 2,001-3,000 work hours	\$29.01	\$36.89	\$44.77	Beyond 10 hours \$39.46
Apprentice: 3,001-4,000 work hours	\$30.51	\$39.15	\$47.77	Saturday
				First 8 hours \$39.46
				9th hour \$39.46
				10th hour \$39.46
				Beyond 10 hours \$39.46
				Sunday/Holiday \$47.11

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - No

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Saginaw

Classification Name	Category	Last Updated
Laborer - S-B	Laborer, Skilled	04/04/2025

Classification Description: Class B Laborer air or electric-driven pavement breakers and jackhammers over 50 lbs., tunnel miners and tunnel muckers, tunnel and shaft underpinning contributing to the structural support of buildings

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$38.27	\$50.60	\$62.86
Apprentice: 0-1,000 work hours	\$31.40	\$40.20	\$49.00
Apprentice: 1,001-2,000 work hours	\$32.58	\$41.97	\$51.36
Apprentice: 2,001-3,000 work hours	\$33.75	\$43.72	\$53.70
Apprentice: 3,001-4,000 work hours	\$36.10	\$47.25	\$58.40

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	\$62.80
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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

Saginaw

Classification Name	Category	Last Updated
Laborer - S-C	Laborer, Skilled	04/04/2025

Classification Description: Class C Laborer-drillers, blasters, burners, welders, & refractory work

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$38.84	\$51.46	\$64.02
Apprentice: 0-1,000 work hours	\$31.81	\$40.84	\$49.86
Apprentice: 1,001-2,000 work hours	\$33.02	\$42.65	\$52.28
Apprentice: 2,001-3,000 work hours	\$34.22	\$44.45	\$54.68
Apprentice: 3,001-4,000 work hours	\$36.63	\$48.06	\$59.50

Overtime Provisions

Over 8-hour day/40-hour week

9th hour	\$51.41
10th hour	\$51.41
Beyond 10 hours	\$51.41

Saturday

First 8 hours	\$51.41
9th hour	\$51.41
10th hour	\$51.41
Beyond 10 hours	\$51.41

Sunday/Holiday	\$63.97
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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

Saginaw

Classification Name	Category	Last Updated
Laborer N-B	Laborer, Skilled	04/04/2025

Classification Description: Class B Refractory Work: inside or outside digester, tanks, lime kilns, chests, boilers, and boiler tubes, including the handling of acid, chlorine, chemicals, epoxies, liquids and cleaning of existing precipitators, hydro blasting, hydro washing, and sa

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$36.23	\$47.40	\$58.56
Apprentice: 0-1,000 work hours	\$29.34	\$37.06	\$44.78
Apprentice: 1,001-2,000 work hours	\$29.86	\$38.09	\$46.32
Apprentice: 2,001-3,000 work hours	\$30.89	\$39.64	\$48.38
Apprentice: 3,001-4,000 work hours	\$32.95	\$42.72	\$52.50

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	\$58.56
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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

Saginaw

Classification Name	Category	Last Updated
Laborer -Underground Open Cut - Class III - Z4	Laborer, Skilled	04/04/2025

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	\$36.06	\$45.84	\$55.61
Apprentice: 0-1,000 work hours	\$30.70	\$39.43	\$48.15
Apprentice: 1,001-2,000 work hours	\$31.66	\$40.87	\$50.07
Apprentice: 2,001-3,000 work hours	\$32.62	\$42.31	\$51.99
Apprentice: 3,001-4,000 work hours	\$34.55	\$45.21	\$55.85

Overtime Provisions

Over 8-hour day/40-hour

week

9th hour	\$45.84
10th hour	\$45.84
Beyond 10 hours	\$45.84

Saturday

First 8 hours	\$45.84
9th hour	\$45.84
10th hour	\$45.84
Beyond 10 hours	\$45.84

Sunday/Holiday

\$55.61

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - No

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Saginaw

Classification Name	Category	Last Updated
Laborer -Underground Open Cut - Class V - Z4	Laborer, Skilled	04/04/2025

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	\$36.25	\$46.12	\$55.99	Over 8-hour day/40-hour week
Apprentice: 0-1,000 work hours	\$30.84	\$39.64	\$48.43	9th hour \$46.12
Apprentice: 1,001-2,000 work hours	\$31.81	\$41.09	\$50.37	10th hour \$46.12
Apprentice: 2,001-3,000 work hours	\$32.78	\$42.55	\$52.31	Beyond 10 hours \$46.12
Apprentice: 3,001-4,000 work hours	\$34.73	\$45.47	\$56.21	Saturday
				First 8 hours \$46.12
				9th hour \$46.12
				10th hour \$46.12
				Beyond 10 hours \$46.12
				Sunday/Holiday \$55.99

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - No

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Saginaw

Classification Name	Category	Last Updated
Pipe and Manhole Rehab - 4	Laborer, Skilled	04/04/2025

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

Saginaw

Classification Name	Category	Last Updated
Pipe and Manhole Rehab - 5	Laborer, Skilled	04/04/2025

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
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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

Saginaw

Classification Name	Category	Last Updated
Pipe and Manhole Rehab - 6	Laborer, Skilled	04/04/2025

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

Saginaw

Classification Name	Category	Last Updated
Class II (A)	Operating Engineer	04/04/2025

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

Saginaw

Classification Name	Category	Last Updated
Class II (B)	Operating Engineer	04/04/2025

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
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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

Saginaw

Classification Name	Category	Last Updated
Class III	Operating Engineer	04/04/2025

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
Total Hourly Wage	\$76.82	\$98.82	\$120.82

Overtime Provisions

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
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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

Saginaw

Classification Name	Category	Last Updated
Class IV	Operating Engineer	04/04/2025

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
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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

Saginaw

Classification Name	Category	Last Updated
Extended Boom Forklift Operator - Over 5,000	Operating Engineer	04/04/2025

Classification Description: Extended boom forklift/forktruck over 5,000lb capacity, 1 drum hoist

Wage Rates	Straight Time	Time and a Half	Double Time	Overtime Provisions
				Over 8-hour day/40-hour week
Total Hourly Wage				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

Saginaw

Classification Name	Category	Last Updated
Extended Boom Forklift Operator - Over 5,000	Operating Engineer	04/04/2025

Classification Description: Extended boom forklift/forktruck over 5,000lb capacity, 1 drum hoist

Wage Rates	Straight Time	Time and a Half	Double Time	Overtime Provisions
				Over 8-hour day/40-hour week
Total Hourly Wage	\$58.82	\$73.32	\$87.81	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

Saginaw

Classification Name	Category	Last Updated
Extended Boom Forklift Operator - Over 5,000	Operating Engineer	04/04/2025

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
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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

Saginaw

Classification Name	Category	Last Updated
Extended Boom Forklift Operator - Over 5,000	Operating Engineer	04/04/2025

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
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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

Saginaw

Classification Name	Category	Last Updated
Extended Boom Forklift Operator - Over 5,000	Operating Engineer	04/04/2025

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

Saginaw

Classification Name	Category	Last Updated
Journeyman - Class I	Operating Engineer	04/04/2025

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

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.

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

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Saginaw

Classification Name	Category	Last Updated
Journeyman - Class II	Operating Engineer	04/04/2025

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

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - No

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Saginaw

Classification Name	Category	Last Updated
Journeyman - Class III	Operating Engineer	04/04/2025

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

Saginaw

Classification Name	Category	Last Updated
Journeyman - Class IV	Operating Engineer	04/04/2025

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 $\frac{3}{4}$ 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 $\frac{3}{4}$ 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

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - No

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Saginaw

Classification Name	Category	Last Updated
Journeyman - Class V	Operating Engineer	04/04/2025

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

Saginaw

Classification Name	Category	Last Updated
Operating Engineer - 324 A140	Operating Engineer	04/04/2025

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

Saginaw

Classification Name	Category	Last Updated
Operating Engineer - 324 A220	Operating Engineer	04/04/2025

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

Saginaw

Classification Name	Category	Last Updated
Operating Engineer - 324 B120	Operating Engineer	04/04/2025

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
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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

Saginaw

Classification Name	Category	Last Updated
Operating Engineer - 324 GM	Operating Engineer	04/04/2025

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

Saginaw

Classification Name	Category	Last Updated
Operating Engineer - Below 5,000lb Capacity	Operating Engineer	04/04/2025

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

Saginaw

Classification Name	Category	Last Updated
Operating Engineer - Crane Operator w/Oiler	Operating Engineer	04/04/2025

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
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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

Saginaw

Classification Name	Category	Last Updated
Operating Engineer - Crane, TDH, Excavator	Operating Engineer	04/04/2025

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

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - No

Overtime Rate Comment: Double time after 12 Mon-Sat

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

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Saginaw

Classification Name	Category	Last Updated
Operating Engineer - CW	Operating Engineer	04/04/2025

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

Saginaw

Classification Name	Category	Last Updated
Operating Engineer - F	Operating Engineer	04/04/2025

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

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - No

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Saginaw

Classification Name	Category	Last Updated
Operating Engineer - FO	Operating Engineer	04/04/2025

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

Saginaw

Classification Name	Category	Last Updated
Operating Engineer - FO	Operating Engineer	04/04/2025

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

Saginaw

Classification Name	Category	Last Updated
Operating Engineer - FSM	Operating Engineer	04/04/2025

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
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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

Saginaw

Classification Name	Category	Last Updated
Operating Engineer - I	Operating Engineer	04/04/2025

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

Saginaw

Classification Name	Category	Last Updated
Operating Engineer - OE 324 A120	Operating Engineer	04/04/2025

Classification Description: Crane with boom & jib or leads 120' or longer

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$68.55	\$87.30	\$106.04

Overtime Provisions

Over 8-hour day/40-hour week

9th hour	\$87.30
10th hour	\$87.30
Beyond 10 hours	\$87.30

Saturday

First 8 hours	\$87.30
9th hour	\$87.30
10th hour	\$87.30
Beyond 10 hours	\$87.30

Sunday/Holiday	\$106.04
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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

Saginaw

Classification Name	Category	Last Updated
Operating Engineer - OSA	Operating Engineer	04/04/2025

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

Saginaw

Classification Name	Category	Last Updated
Operating Engineer - OSA3	Operating Engineer	04/04/2025

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
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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

Saginaw

Classification Name	Category	Last Updated
Operating Engineer - OSA4	Operating Engineer	04/04/2025

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
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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

Saginaw

Classification Name	Category	Last Updated
Operating Engineer - OSB	Operating Engineer	04/04/2025

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

Saginaw

Classification Name	Category	Last Updated
Operating Engineer - RC	Operating Engineer	04/04/2025

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

Saginaw

Classification Name	Category	Last Updated
Operating Engineer - RE	Operating Engineer	04/04/2025

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

Saginaw

Classification Name	Category	Last Updated
Operating Engineer - Skidsteer Operator	Operating Engineer	04/04/2025

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
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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

Saginaw

Classification Name	Category	Last Updated
Operating Engineer - TDH, Backhoe	Operating Engineer	04/04/2025

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
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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

Saginaw

Classification Name	Category	Last Updated
Sewer Relining Operator - Class II	Operating Engineer	04/04/2025

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

Saginaw

Classification Name	Category	Last Updated
Marine Construction and Dredging Class I - OE324	Operating Engineer, Dredge or Marine Engineer	04/04/2025

Classification Description: Craft Foreman, Diver/Wet Tender, Engineer, Engineer (hydraulic dredge), Blaster

Wage Rates	Straight Time	Time and a Half	Double Time	Overtime Provisions
Total Hourly Wage	\$84.30	\$110.05	\$135.80	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

Saginaw

Classification Name	Category	Last Updated
Marine Construction and Dredging Class II A - OE324	Operating Engineer, Dredge or Marine Engineer	04/04/2025

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

Saginaw

Classification Name	Category	Last Updated
Marine Construction and Dredging Class II B - OE324	Operating Engineer, Dredge or Marine Engineer	04/04/2025

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	Overtime Provisions
Total Hourly Wage	\$85.80	\$112.30	\$138.80	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

Saginaw

Classification Name	Category	Last Updated
Marine Construction and Dredging Class III - OE324	Operating Engineer, Dredge or Marine Engineer	04/04/2025

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

Saginaw

Classification Name	Category	Last Updated
Marine Construction and Dredging Class IV - OE324	Operating Engineer, Dredge or Marine Engineer	04/04/2025

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

Saginaw

Classification Name	Category	Last Updated
Operating Engineer - AC	Operating Engineer, General Construction & Underground	04/04/2025

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
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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

Saginaw

Classification Name	Category	Last Updated
Operating Engineer Underground-324- Class I	Operating Engineer, General Construction & Underground	04/04/2025

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

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.

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
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Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Saginaw

Classification Name	Category	Last Updated
Operating Engineer Underground-324- Class II	Operating Engineer, General Construction & Underground	04/04/2025

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.

Guniting 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

Saginaw

Classification Name	Category	Last Updated
Operating Engineer Underground-324- Class III	Operating Engineer, General Construction & Underground	04/04/2025

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 - ½ 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
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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

Saginaw

Classification Name	Category	Last Updated
Operating Engineer Underground-324- Class IV	Operating Engineer, General Construction & Underground	04/04/2025

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

Saginaw

Classification Name	Category	Last Updated
Operating Engineer Underground-324- Class V	Operating Engineer, General Construction & Underground	04/04/2025

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
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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

Saginaw

Classification Name	Category	Last Updated
Crane Operator - 324 B400	Operating Engineer, Steel Work	04/04/2025

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

Saginaw

Classification Name	Category	Last Updated
Operating Engineer - 324 A300	Operating Engineer, Steel Work	04/04/2025

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

Saginaw

Classification Name	Category	Last Updated
Operating Engineer - 324 A400	Operating Engineer, Steel Work	04/04/2025

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
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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

Saginaw

Classification Name	Category	Last Updated
Operating Engineer - 324 A50	Operating Engineer, Steel Work	04/04/2025

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

Saginaw

Classification Name	Category	Last Updated
Operating Engineer - 324 B140	Operating Engineer, Steel Work	04/04/2025

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

Saginaw

Classification Name	Category	Last Updated
Operating Engineer - 324 B220	Operating Engineer, Steel Work	04/04/2025

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

Saginaw

Classification Name	Category	Last Updated
Operating Engineer - 324 B300	Operating Engineer, Steel Work	04/04/2025

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

Saginaw

Classification Name	Category	Last Updated
Operating Engineer - 324 B50	Operating Engineer, Steel Work	04/04/2025

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
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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

Saginaw

Classification Name	Category	Last Updated
Operating Engineer - 324 PRE60118	Operating Engineer, Steel Work	04/04/2025

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

Saginaw

Classification Name	Category	Last Updated
Operating Engineer - EF	Operating Engineer, Steel Work	04/04/2025

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
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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

Saginaw

Classification Name	Category	Last Updated
Operating Engineer Steel Work - SW120	Operating Engineer, Steel Work	04/04/2025

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
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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

Saginaw

Classification Name	Category	Last Updated
Operating Engineer Steel Work - SW120	Operating Engineer, Steel Work	04/04/2025

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

Saginaw

Classification Name	Category	Last Updated
Operating Engineer Steel Work - SW140	Operating Engineer, Steel Work	04/04/2025

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
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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

Saginaw

Classification Name	Category	Last Updated
Operating Engineer Steel Work - SW1400	Operating Engineer, Steel Work	04/04/2025

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
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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

Saginaw

Classification Name	Category	Last Updated
Operating Engineer Steel Work - SW220	Operating Engineer, Steel Work	04/04/2025

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

Saginaw

Classification Name	Category	Last Updated
Operating Engineer Steel Work - SW2200	Operating Engineer, Steel Work	04/04/2025

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

Saginaw

Classification Name	Category	Last Updated
Operating Engineer Steel Work - SW300	Operating Engineer, Steel Work	04/04/2025

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
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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

Saginaw

Classification Name	Category	Last Updated
Operating Engineer Steel Work - SW3000	Operating Engineer, Steel Work	04/04/2025

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
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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

Saginaw

Classification Name	Category	Last Updated
Operating Engineer Steel Work - SW400	Operating Engineer, Steel Work	04/04/2025

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
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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

Saginaw

Classification Name	Category	Last Updated
Operating Engineer Steel Work - SW4000	Operating Engineer, Steel Work	04/04/2025

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
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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

Saginaw

Classification Name	Category	Last Updated
Operating Engineer Steel Work - SWCO	Operating Engineer, Steel Work	04/04/2025

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
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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

Saginaw

Classification Name	Category	Last Updated
Operating Engineer Steel Work - SWCO-Operating Engineer, Steel Work		04/04/2025

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
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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

Saginaw

Classification Name	Category	Last Updated
Operating Engineer Steel Work - SWCW	Operating Engineer, Steel Work	04/04/2025

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
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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

Saginaw

Classification Name	Category	Last Updated
Operating Engineer Steel Work - SWHO	Operating Engineer, Steel Work	04/04/2025

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
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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

Saginaw

Classification Name	Category	Last Updated
Operating Engineer Steel Work - SWO	Operating Engineer, Steel Work	04/04/2025

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
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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

Saginaw

Classification Name	Category	Last Updated
Operating Engineer Steel Work - SWTD50	Operating Engineer, Steel Work	04/04/2025

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

Saginaw

Classification Name	Category	Last Updated
Operating Engineer Steel Work - SWTD50 O	Operating Engineer, Steel Work	04/04/2025

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

Saginaw

Classification Name	Category	Last Updated
Painter	Painter	04/04/2025

Classification Description: Painter

4 10 hour days allowed on consecutive days, Monday-Friday. Make up day allowed M-F for work missed due to holidays or inclement weather.

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$41.48	\$53.64	\$65.79
Apprentice: 1st year	\$29.33	\$35.41	\$41.49
Apprentice: 2nd year	\$31.76	\$39.05	\$46.35
Apprentice: 3rd year	\$35.40	\$44.51	\$53.63
Apprentice: 4th year	\$39.05	\$49.99	\$60.93

Overtime Provisions

Over 8-hour day/40-hour week	
9th hour	\$53.64
10th hour	\$53.64
Beyond 10 hours	\$53.64
Saturday	
First 8 hours	\$53.64
9th hour	\$53.64
10th hour	\$53.64
Beyond 10 hours	\$53.64
Sunday/Holiday	
	\$65.79

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - Yes

Monday or Friday

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Saginaw

Classification Name	Category	Last Updated
Plumber, Pipefitter, Welder - Z1	Plumber	04/04/2025

Classification Description: Plumber, Pipefitter, Welder

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$65.58	\$87.33	\$109.08
Apprentice: 1st 6 months	\$32.54	\$40.57	\$48.59
Apprentice: 2nd 6 months	\$34.69	\$43.52	\$52.35
Apprentice: 3rd 6 months	\$36.84	\$46.47	\$56.10
Apprentice: 4th 6 months	\$38.99	\$49.42	\$59.85
Apprentice: 5th 6 months	\$41.15	\$52.38	\$63.62
Apprentice: 6th 6 months	\$43.31	\$55.35	\$67.39
Apprentice: 7th 6 months	\$45.46	\$58.30	\$71.14
Apprentice: 8th 6 months	\$47.61	\$61.25	\$74.89
Apprentice: 9th & 10th 6 months	\$49.77	\$64.22	\$78.66

Overtime Provisions

Over 8-hour day/40-hour week

9th hour	\$87.33
10th hour	\$87.33
Beyond 10 hours	\$87.33

Saturday

First 8 hours	\$87.33
9th hour	\$87.33
10th hour	\$87.33
Beyond 10 hours	\$87.33

Sunday/Holiday	\$109.08
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Four 10-hour days allowed? - Yes

Make Up Day Allowed? - Yes

4 tens allowed M-Th; Friday makeup day

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Saginaw

Classification Name	Category	Last Updated
Roofer - MMA	Roofer/Waterproofer	04/04/2025

Classification Description: Commercial Roofer

Wage Rates	Straight Time	Time and a Half	Double Time
Total Hourly Wage	\$49.76	\$63.95	\$78.14
Apprentice: Apprentice 1	\$35.27	\$42.22	\$49.16
Apprentice: Apprentice 2	\$36.91	\$44.68	\$52.44
Apprentice: Apprentice 3	\$36.31	\$43.78	\$51.24
Apprentice: Apprentice 4	\$37.93	\$46.20	\$54.48
Apprentice: Apprentice 5	\$34.45	\$40.98	\$47.52
Apprentice: Apprentice 6	\$41.18	\$51.08	\$60.98
Apprentice: Apprentice 7	\$42.51	\$53.08	\$63.64
Apprentice: Apprentice 8	\$44.42	\$55.94	\$67.46

Overtime Provisions

Over 8-hour day/40-hour week

9th hour	\$63.95
10th hour	\$63.95
Beyond 10 hours	\$63.95

Saturday

First 8 hours	\$63.95
9th hour	\$63.95
10th hour	\$63.95
Beyond 10 hours	\$63.95

Sunday/Holiday	\$78.14
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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

Saginaw

Classification Name	Category	Last Updated
Sheet Metal Worker	Sheet Metal Worker	04/04/2025

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	\$55.78	\$70.79	\$85.80
Apprentice: 1st year	\$23.74	\$31.25	\$38.75
Apprentice: 2nd year	\$28.99	\$38.00	\$47.00
Apprentice: 3rd year	\$34.26	\$44.77	\$55.27
Apprentice: 4th year	\$39.53	\$51.54	\$63.55

Overtime Provisions

Over 8-hour day/40-hour week

9th hour	\$70.79
10th hour	\$70.79
Beyond 10 hours	\$85.80

Saturday

First 8 hours	\$70.79
9th hour	\$70.79
10th hour	\$70.79
Beyond 10 hours	\$85.80

Sunday/Holiday	\$85.80
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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

Saginaw

Classification Name	Category	Last Updated
Sprinkler Fitter	Sprinkler Fitter	04/04/2025

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

Saginaw

Classification Name	Category	Last Updated
Truck Driver - RB1	Truck Driver	04/04/2025

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

Saginaw

Classification Name	Category	Last Updated
Truck Driver - RB1A	Truck Driver	04/04/2025

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

Saginaw

Classification Name	Category	Last Updated
Truck Driver - RB1B	Truck Driver	04/04/2025

Classification Description: on euclid type equipment, Pole drier, lowboy, doubles, fuel, bus, water

Wage Rates	Straight Time	Time and a Half	Double Time	Overtime Provisions
				Over 8-hour day/40-hour week
Total Hourly Wage	\$54.20	\$69.70	\$85.19	
				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

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - Yes

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Saginaw

Classification Name	Category	Last Updated
Truck Driver - RB2	Truck Driver	04/04/2025

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
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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

Saginaw

Classification Name	Category	Last Updated
Truck Driver - RB2A	Truck Driver	04/04/2025

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
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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

Saginaw

Classification Name	Category	Last Updated
Truck Driver - RB2B	Truck Driver	04/04/2025

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

Prevailing Wage Rates for State Funded Projects

Official Rate Schedule

Saginaw

Classification Name	Category	Last Updated
Pipe and Manhole Rehab - 2	Wiring System Installer; Technology Circuits or Systems Installer	04/04/2025

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

Saginaw

Classification Name	Category	Last Updated
Pipe and Manhole Rehab - 3	Wiring System Installer; Technology Circuits or Systems Installer	04/04/2025

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
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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

Saginaw

Classification Name	Category	Last Updated
Sewer Relining Operator - Class I	Wiring System Installer; Technology Circuits or Systems Installer	04/04/2025

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



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 =	\$0.18
Vision insurance	\$5.38 monthly premium X 12 mos. = \$64.56/2080 =	\$0.03
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 =	\$0.16
Tuition	\$500.00 annual cost/2080 =	\$0.24
Bonus	4 quarterly bonus/year x \$250 = \$1000.00/2080 =	\$0.48
401k Employer Contribution	\$2000.00 total annual contribution/2080 =	\$0.96
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	8	9
9th Hour	1	5		
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.

XXXHHHHDY - 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.



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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.



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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.



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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.



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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.



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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.

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 (often, the first) unit). Other or follow-on units may be replicated, as appropriate, or modeled with a hammock Activity combining the sum total of the typical detailed Activities. Separate Activities, as may be suitable to the Divisions of Work involved, will be identified for single-unit Work. This requirement applies to such scope as Work in mechanical rooms, building framing, commissioning, etc.

3. Activities will not combine separate or non-concurrent items of Unit Price or lump sum Work, Work in separate structures and Work in distinct areas, locations or floors within an area or structure; or rough-in and finish Work.

C. Activity durations will equal the Business Days required to sufficiently complete the Work designated by the Activity (i.e., when finish-to-start successors may start, even if the Activity is not quite 100% complete). Installation Activities will last from twenty (20) to forty (40) Days.

D. Activities will be assigned consistent descriptions and identification codes. Sort codes will group Activities by building or structure, floor or area, Change Order and Change Authorization and other meaningful scheme

PART 3 – EXECUTION**3.01 FLOAT TOLERANCES**

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

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

3.02 REVISION 0 (Rev. 0) SUBMITTAL

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

1. The Rev. 0 narrative will detail the **Contractor's** management of the site (lay down, parking, etc.). Further, the Rev. 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 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.

DOCUMENT 003119 - EXISTING CONDITION INFORMATION

1.1 EXISTING CONDITION INFORMATION

- A. This Document with its referenced attachments is part of the Procurement and Contracting Requirements for Project. They provide Owner's information for Bidders' convenience and are intended to supplement rather than serve in lieu of the Bidders' own investigations. They are made available for Bidders' convenience and information, but are not a warranty of existing conditions. This Document and its attachments are not part of the Contract Documents.
- B. Irrigation System Review and Recommendations Report that includes photographic documentation on existing conditions and recommendations, prepared by Graber & Associates, LLC, dated June 25, 2025, is available as appended to this Document.
- C. Related Requirements:
 - 1. Document 002113 "Instructions to Bidders" for the Bidder's responsibilities for examination of Project site and existing conditions.
 - 2. Document 003126 "Existing Hazardous Material Information" for hazardous materials reports that are made available to bidders.

END OF DOCUMENT 003119

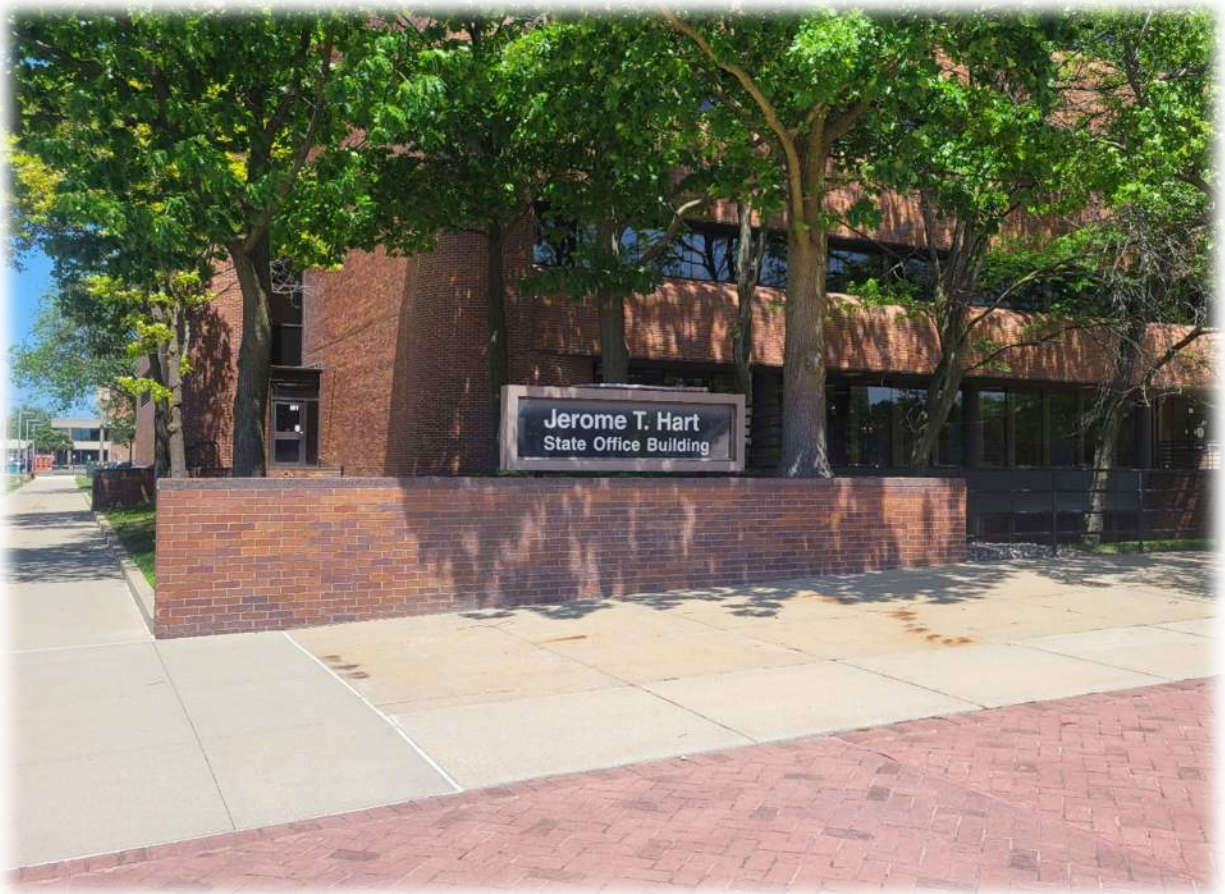
Irrigation System Review and Recommendations Report

Jerome T. Hart

State Office Building

Prepared by: Graber & Associates, LLC, Irrigation Consultants

June 25, 2025



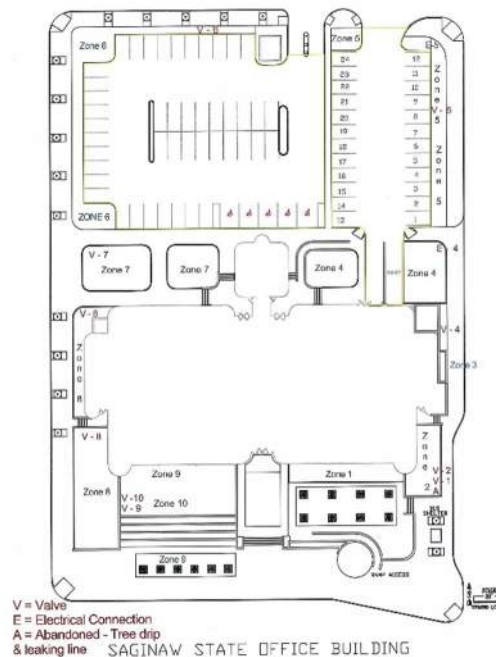
Overview

This report will outline the current conditions of the existing irrigation system and provide general recommendations for the improvement of the existing automatic irrigation system in the lawn and planter areas surrounding the building and adjacent parking lot. Current conditions were obtained through visual observations during a site visit, record drawings, and consultation with representatives from building maintenance personnel, who oversee the maintenance the existing system. Recommendations are based on our experience as well as comments from these individuals during our initial meeting. Areas affected will be based upon the proposed landscape improvement plans.

Current conditions

Summary

The majority of the areas irrigated are lawn areas. The exists some small planting beds at the face and east side of the building. The existing irrigation system is fed from a 1.5" watersource and operated by one controller. There are a total of ten zones.



Zone delineation plan

Watersource

There is a single 1.5" watersource that consists of a tap, shutoff valve, wye strainer, a 1.5" reduced pressure backflow preventer, and winterization valve all located at the northeast part of the building basement. A backflow testing tag attached to the backflow preventer indicates the backflow preventer was last tested in June of 2024 and had a "Passed" designation. There is a second backflow preventer inside the enclosed garage space. After reviewing the original irrigation plans, it appears that this is the original backflow preventer. When the new backflow preventer was installed at the tap, this one was not removed.



Reduced pressure backflow preventer at tap



Second backflow preventer in garage space



Backflow testing tag



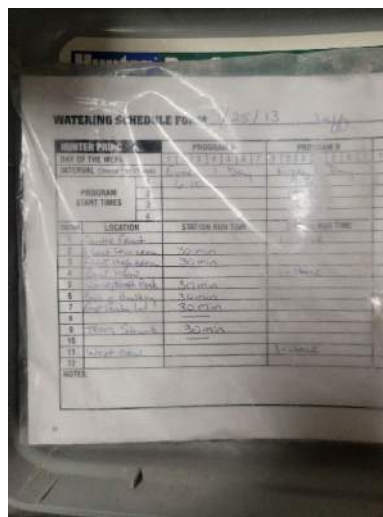
Winterization valve.

Controller

The irrigation system is operated from an existing controller located inside the garage. Existing system zone notations are written inside the controller cabinet door. Operation times of all zones are 30 minutes to one hour. The controller does not have a rain sensor.



Existing Controller



Zone identification inside controller cabinet

Existing Irrigation - Lawn areas

The existing system irrigates all lawn areas. Sprinkler operation is monitored visually once per month by the maintenance staff. Repairs, if needed, are done on a monthly basis. For the most part, lawn areas appeared to be under moderate stress from lack of moisture. However, the site visit was conducted during a weather pattern of abnormally high temperatures which would have influenced turf vigor at that time. The following are photographs of selected lawn areas which currently have irrigation.





Planting beds

There are a few planting beds located on the site. Plantings include a mix of trees, perennials, and grasses. Irrigation in these areas could not be confirmed based on the controller zone descriptions although the zone delineation plan does indicate the zones are operational. All new bed plantings and trees should include new irrigation. The following are photographs of selected plant bed areas.





Items requiring verification

- It is understood that sleeving was installed beneath driveways to facilitate the extension of pipe and wire beneath these areas. Size is unknown. It is believed that locations and sizes can be determined from the original irrigation drawings dated August 1980.
- Utilities need to be identified prior to initiating any work.
- Identify project scope and limits to be included as part of this project.
- Wire conductivity from the controller to each zone valve needs to be tested.

Recommendations

Watersource

- Test watersource to confirm no leaks/damage to components.
- Backflow preventer must be tested again to confirm proper operation.
- Remove existing pressure vacuum breaker.
- Consider installing a flow meter and master valve at watersource and connect to new controller. These components will interact with the irrigation control system to monitor flow and shut down the system if water flows exceed the “learned” maximums of the system (in the case of a broken pipe).

Controller

- Confirm proper operation of controller.
- Consider installation of controller with Wi-Fi connection to allow operation from phone or other hand-held device.
- Review operation times for each zone and adjust accordingly based on plant type, mature tree cover, and exposure.

- All existing low voltage wire (from controller to individual system valves) should be tested. Wire impacted by new construction should be replaced with new wire.
- Wire connections at zone valves should be DBR/Y-6 waterproof connections specifically designed for underground installations.
- Add a rain sensor.

Irrigation system

- Obtain accurate utility drawings and survey information for the areas within the scope of the project.
- Have construction document drawings including specifications developed as the basis for the new irrigation design.
- Replace existing irrigation components impacted by the new landscape construction.
- New valves should be installed inside locking 11" x 19" rectangular valve boxes. Valves configurations should include upstream manual valve, DBR/Y-6 wire connections, valve identification tag, and gravel sump.
- Pop up spray sprinklers with matched precipitation rate nozzles should be installed in lawn areas and planting beds. Include spray sprinkler bodies with commercial grade options such as wiper seals to prevent risers from staying extended instead of retracting, pressure regulation enhance efficiency and to prevent fogging, and flow restriction check valves to prevent geysers should sprinklers be damaged.
- Bubblers should be installed at all new trees.
- Sprinklers need to be set at a height where mowing operations will not damage them.
- Quick coupler hose connections at planted seating areas for maintenance personnel use should be considered.

As built drawings

- At the conclusion of the project, request the installation contractor to develop accurate as-built drawings and color-coded zone delineation plans for future reference. Copies of the zone delineation plan should be secured inside controller cabinet for quick reference.



Example of color-coded as-built zone delineation drawing

Equipment and installation examples



Install new irrigation components in areas affected by landscape improvements.



New zone valve installation shall include manual valve, waterproof wire splices, and zone identification tag installed inside rectangular valve box.



Hose connections for maintenance staff at designated locations can be incorporated.



New sprinklers should include pressure regulation and flow restriction options.



A new controller with flow sensing and remote operation features should be considered.



Optional flow sensing and water monitoring features.

Conclusion

The reconstruction of the existing irrigation system affected by the proposed landscape improvements presents many opportunities and challenges that need to be considered. Installation of new irrigation components based on a formal design with a comprehensive set of specifications that utilize utility landscape, and survey files will contribute to an organized and effective final installation. Watersource integrity and confirmation of proper backflow preventer operation is critical to the system operation and health department requirements. Controller operation, the addition of master valve and flow control, rain sensor, and connection to web-based central control will allow for more efficient system operation and maintenance. Finally, assembling of accurate as-built drawings combined with zone delineation maps will aide maintenance staff should system trouble-shooting and repairs be required.

DOCUMENT 003126 - EXISTING HAZARDOUS MATERIAL INFORMATION

1.1 EXISTING HAZARDOUS MATERIAL INFORMATION

- A. This Document with its referenced attachments is part of the Procurement and Contracting Requirements for Project. They provide Owner's information for Bidders' convenience and are intended to supplement rather than serve in lieu of Bidders' own investigations. They are made available for Bidders' convenience and information, but are not a warranty of existing conditions. This Document and its attachments are not part of the Contract Documents.
- B. Pre-Renovation Asbestos and Lead-Containing Paint Survey, prepared by Atlas Technical Consultants, LLC, dated September 6, 2024, is included as appended to this Document.
- C. Related Requirements:
 - 1. Section 024119 "Selective Demolition" for notification requirements if materials suspected of containing hazardous materials are encountered.

END OF DOCUMENT 003126



**PRE-RENOVATION ASBESTOS AND LEAD-CONTAINING PAINT SURVEY
JEROME T HART BUILDING
411 E. GENESEE AVENUE
SAGINAW, MICHIGAN 48607**

Project Number: 188BS24470

PREPARED FOR:

Heather J. DeKorte, R.A
Design and Construction Division- Project Director
State of Michigan- Department of Technology,
Management & Budget
State Facilities Administration- Design &
Construction

PREPARED BY:

Atlas Technical Consultants LLC
46555 Humboldt Drive, Suite 100
Novi, Michigan 48377

September 6, 2024



September 6, 2024

Heather J. DeKorte, R.A
Design and Construction Division- Project Director
State of Michigan- Department of Technology, Management & Budget
State Facilities Administration- Design & Construction

**Subject: Pre-Renovation Asbestos and Lead-Containing Paint Survey
Jerome T. Hart Building
411 E. Genesee Avenue
Saginaw, Michigan 48607**

Dear Ms. DeKorte:

Atlas is pleased to present this report detailing the findings of the pre-renovation asbestos and limited lead-containing paint survey performed at the Jerome T. Hart Building. The purpose of this sampling was to identify and collect samples of suspect asbestos-containing materials (ACMs) and lead-containing paint (LCP) prior to renovation activities.

The pre-renovation asbestos and lead-containing paint sampling was conducted on July 24 through August 2, 2024, by Industrial Hygienist, Mr. Andrew DeLodder, a State of Michigan certified Asbestos Inspector. The sampling was conducted in accordance with sampling criteria specified in the Occupational Safety and Health Administration's (OSHA) Asbestos Construction Industry Standard (29 CFR 1926.1101), and the Asbestos Hazard and Emergency Response Act of 1987 (AHERA).

If you have any questions, please call us at 248.669.5140.

Respectfully submitted,

A handwritten signature in black ink that reads "Andrew DeLodder".

Andrew DeLodder
State of Michigan Asbestos Inspector
Atlas Technical Consultants LLC

A handwritten signature in black ink that reads "Ryan Rae".

Ryan Rae
Central Region Practice Manager – Building
Sciences
Atlas Technical Consultants LLC

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Appendix A	Sample Location Drawing
Appendix B	Photo Log
Appendix C	Asbestos Laboratory Report
Appendix D	Lead-Containing Paint Laboratory Report

EXECUTIVE SUMMARY

Atlas representative Mr. Andrew DeLodder completed the pre-renovation asbestos and limited lead-containing paint survey of the Jerome T. Hart Building, located in Saginaw Michigan at 411 E. Genesee Avenue, Saginaw, Michigan 48607.

Two hundred and ninety-one (291) asbestos bulk samples, taken from seventy-two (72) homogenous areas, were collected and submitted for analysis by PLM. Of the two hundred and ninety-one (291) asbestos bulk samples submitted, three hundred and sixteen (316) sample layers were analysed via PLM and six (6) sample layers were point counted (PC). The results of laboratory testing indicated that the following suspect materials contain asbestos or are assumed to contain asbestos:

Sample ID/Material	Location of Materials	Material	Estimated Quantity	Asbestos Content
1-FD-A,B,C	Throughout	Fire Door: Not Sampled	207 Doors	Assumed
11-PI-A,B,C	Basement	Pipe Insulation-Metal Wrapped Fiberglass	55 LF	Assumed
13-TI-A,B,C	Basement	Tank Insulation: Metal Wrapped Tanks	5 SF	Assumed
15-GMT-A,B,C	Mechanical Room	Gasket Material: White, Canvas Gasket On Boiler Plates	20 SF	Assumed
16-VD-A,B,C	Mechanical Rooms Throughout	Vibration Dampener: Back- Vinyl	115 SF	Assumed
26-IC-A,B,C	FS-4	Interior Caulk: Off White, Hard, HVAC Wall Penetrations	10 LF	3% Chrysotile
34-FT-A,BC	FS-6, 12, 119	Floor Tile- 12" Gray With Gray Mottle, And Adhesive	780 SF	Trace Chrysotile
49-FT-A,B,C	FS-62, FS-90, FS-15, FS-16, FS-30, FS-31	Floor Tile- 12: Light Brown Tile With White And Reddish-Brown Streaks	960 SF	75% Chrysotile (Floor Tile) 2% Chrysotile (Mastic)
50-WG-A,B,C	Throughout	Window Glaze- Wood Doors With Windows	120	6% Chrysotile
54-ED-A,B,C	FS-21,22,23	Elevator Door	15 SF	Assumed
62-MA-A,B,C	FS-29, 30, 32,	Mastic- Black Mastic From Former Floor Tile	490 SF	2% Chrysotile
68-GBG-A,B,C	FS-58	Glass Block Grout - Grey	90 SF	Assumed
80-RM-A,B,C	Roof	Roofing Materials - Rubber Membrane Flat Roof	20,000 SF	Assumed
81-RT-A,B,C	Roof	Roofing Tar - Black, On Roof Penetrations	5620 SF	Assumed
82-EC-A,B,C	Roof	Exterior Caulk - Black, On Flashing	320 LF	Assumed
83-EC-A,B,C	Roof	Exterior Caulk - Grey, On Flashing	150 LF	Assumed
84-EC-A,B,C	Roof	Exterior Caulk - White, On Flashing	150 LF	Assumed

If any additional materials are discovered during renovation/demolition activities, such materials must be assumed to contain asbestos until sampling and analysis proves otherwise.

Three (3) representative samples of paint, taken from interior and exterior areas of the building, were collected and submitted for analysis by Flame AAS. The results of laboratory analysis indicated that one of the samples contained lead greater than the laboratory reporting limits.

Sample ID	Sample Location	Color	Lead Content (%)	Reporting Limit (%)
1-LBP-Black	Exterior Black Paint Window Frames and Panels	Black	0.00232	0.000806
2-LBP-White	Interior White Paint	White	0.00161	0.000699
3-LBP-Grey	Interior Grey Paint	Grey	0.00275	0.000755

1. INTRODUCTION

1.1 Purpose

The purpose of this project was to conduct a pre-renovation asbestos and limited lead-containing paint survey of the Jerome T. Hart Building, located in Saginaw, Michigan 48607.

(Herein referred to as “the property”).

1.2 Pre-Renovation Asbestos Survey

The scope of the pre-renovation asbestos survey included the following:

- Review of existing asbestos reports for the building, if available;
- Survey of the property building(s);
- Identification of accessible suspect asbestos-containing materials (ACMs);
- Collection and analysis of bulk samples of suspect friable and non-friable materials.

2. GENERAL SITE CONDITIONS

2.1 General Property and Building Information

The purpose of this project was to conduct a pre-renovation asbestos and limited lead-containing paint survey of the Jerome T. Hart Building, located in Saginaw, MI 48607.

General property and building information is presented in the following table:

General Property and Building Information

Date of Inspection:	July 24 – August 2, 2024
Inspectors	Andrew DeLodder, Inspector # A48677
Property Address:	411 E. Genesee Avenue, Saginaw, Michigan 48607
Property Owner	State of Michigan
Building Description:	Jerome T. Hart Building

3. PRE-DEMOLITION ASBESTOS SURVEY

Atlas representative Mr. Andrew DeLodder conducted the pre-renovation asbestos inspection of the Jerome T. Hart Building on July 31, 2024. Mr. DeLodder is a State of Michigan Certified Asbestos Inspector (Certification No. A48677). The building was visually inspected for the presence of building materials that are suspected to contain asbestos. Bulk samples of suspect ACMs were collected and placed into individual containers for transport to a National Voluntary Lab Accreditation Program (NVLAP)-accredited laboratory for analysis. Materials typically known as non-asbestos items (i.e. fibrous glass, foam rubber, wood, etc.) were not sampled. The asbestos inspection consisted of the following three basic procedures:

- > Conducting a visual inspection of the structures;
- > Identifying homogeneous areas (HAs) of suspect surfacing, thermal system insulation, and miscellaneous materials; and
- > Sampling accessible, friable and non-friable suspect materials.

3.1 Homogeneous Areas

Prior to collecting any samples, homogenous areas (HAs) were identified. A homogeneous sampling area can be described as one or more areas of material that are similar in appearance and texture and that have the same apparent installation date, appearance and function. Actual number of samples collected from each homogeneous sampling area may vary, based on the type of material and professional opinion of the inspector.

3.2 Hazard Assessment Factors

From the list of suspect homogeneous areas, a physical assessment was performed for each material on the list. A physical assessment includes evaluating the condition, assessing the potential for disturbance, and determining the friability of each material. By definition, "friable" materials are those that can be crumbled or reduced to powder by hand pressure when dry. Each material identified was further classified into one of three categories: surfacing materials, thermal systems insulation (TSI) and miscellaneous materials. Each of the three categories have specific sampling requirements, outlined below.

- *Surfacing Materials*: Refers to spray-applied or troweled surfaces such as plaster ceilings and walls, fireproofing, textured paints, textured plasters, and spray-applied acoustical surfaces.
- *Thermal System Insulation*: Refers to insulation used to inhibit heat gain or loss on pipes, boilers, tanks, ducts, and various other building components.
- *Miscellaneous Materials*: Refers to friable and non-friable products and materials that do not fit in any of the above two categories such as resilient floor covering, baseboards, mastics, adhesives, roofing material, caulking, glazing, and siding. This category also contains wallboard and ceiling tile.

A sample location drawing is provided in **Appendix A** and a Photolog of sampled materials is provided in **Appendix B**.

3.3 Laboratory Analytical Methodology

Bulk samples were analyzed by Environmental Testing Laboratories, Inc. (ETL) using polarized-light microscopy (PLM) and dispersion staining (Method Reference: 40 CFR Part 763, Volume 47, No. 103, May 27, 1982 pg. 23376). This laboratory participates in the National Voluntary Laboratory Accreditation Program (NVLAP #201028-0), a quality assurance program for PLM analysis, and is accredited by the National Institute of Standards and Technology (NIST) as well as accreditation requirements under 15 CFR Part 25.

Copies of the laboratory analytical report and corresponding chain-of-custody forms are included in **Appendix C**. Positive sample results are reported in percent asbestos by volume of the sample and the type of asbestos material within the sample. Other common non-asbestos components may also be noted on the analytical reports.

3.4 Sampling Results

Bulk samples were collected from the site building and analyzed by polarized light microscopy (PLM), EPA Method 600/R-93/116.

The following table provides a summary of accessible suspect and confirmed ACMs from the Site buildings:

Table 3-1 ACM Sampling Results

Sample ID/Material	Location of Materials	Material	Estimated Quantity	Asbestos Content
1-FD-A,B,C	Throughout	Fire Door: Not sampled	207 Doors	Assumed
2-CC-A,B,C	Throughout	Concrete Chip - Poured Concrete Deck	95,195 SF	ND
3-CC-A,B,C	Basement Level Walls	Concrete Chip - Poured Concrete Walls	8,190 SF	ND
4-CC-A,B,C	Mechanical Rooms	Concrete Chip - Raised Concrete Pads	1,430 SF	ND
5-BM-A,B,C	Mechanical Rooms	Brick Mortar: Cmu Black Mortar	13,355 SF	ND
6-BM-A,B,C	Throughout	Brick Mortar: Beige Floor/Deck Patching	708 SF	ND
7-EJ-A,B,C	FS-1,4,6,7,27,28,43	Expansion Joint-Cmu Block Walls; White Caulk	140 LF	ND
8-FP-A,B,C,D,E,F,G,H	Throughout	Fireproofing- Sprayed On, Grey	101,800 SF	ND
9-PI-A,B,C	FS-1	Pipe Insulation - Plastic Wrapped Foam With Adhesive And Tape	180 LF	ND
10-PI-A,B,C	Throughout	Pipe Insulation - Paper Wrapped Fiberglass	6,340 SF	ND
11-PI-A,B,C	Basement	Pipe Insulation-Metal Wrapped Fiberglass	55 LF	ASSUMED
12-PF-A,B,C	Throughout	Pipe Fitting - Plastic Wrapped Fiberglass	1,312 LF	ND
13-TI-A,B,C	Basement	Tank Insulation: Metal Wrapped Tanks	5 SF	ASSUMED
14-GTM-A,B,C	FS-1,2,4	Gasket Material - Brown Composite Between Mechanical Pipe Seams	66 SF	ND
15-GMT-A,B,C	Mechanical Room	Gasket Material: White, Canvas Gasket On Boiler Plates	20 SF	ASSUMED
16-VD-A,B,C	Mechanical Rooms Throughout	Vibration Dampener: Back- Vinyl	115 SF	ASSUMED
17-TZ-A,B,C	FS- 1,17,62,90	Terrazzo - Utility Sink	4 SF	ND
18-WBS-A,B,C	Throughout	Wallboard System - Walls/Ceiling	101,035 SF	ND
19-IC-A,B,C	Throughout	Interior Caulk - White, Silicone, On Seams Of Pipe Insulation	332 LF	ND
20-IC-A,B,C	FS-27,28,43	Interior Caulk - White, Hard, Seams Of Wallboard System Walls	145 LF	ND
21-IC-A,B,C	Throughout	Interior Caulk - Red, Void/Penetration Filler	709 LF	ND
22-IC-A,B,C	FS-1	Interior Caulk - Off-White, Soft, Perimeter Of Airway (FS-2) Vent And Access Hatch	35 LF	ND
23-IC-A,B,C	FS-1,4,5,6,7,8,12,27,28,43	Interior Caulk - White, Hard, Alligator Cracking Texture, Perimeter Of Metal Door Frames	460 LF	ND
24-IC-A,B,C	Throughout	Interior Caulk - Pipe Sealant - Off-White, On Fire Protection Water Lines	171 LF	ND
25-IC-A,B,C	FS-15,16,48,74,139,120	Interior Caulk - Beige, Duct Caulk, Sandwiched Between Seams Of HVAC Duct Panels	660 LF	ND

Sample ID/Material	Location of Materials	Material	Estimated Quantity	Asbestos Content
26-IC-A,B,C	FS-4	Interior Caulk - Off-White, Hard, HVAC Wall Penetrations	10 LF	3% Chrysotile
27-FT-A,B,C	FS-4,14	Floor Tile - 12" Grey With Grey Mottle, And Adhesive	1,150 SF	ND
28-CB-A,B,C	Throughout	Cove Base - 4" Grey Vinyl With Adhesive	9,665 SF	ND
29-IC-A,B,C	FS-4	Interior Caulk - Grey, Duct Caulk, Smeared On Exterior Side Of The Duct Seams	20 LF	ND
30-CM-A,B,C	Office areas Basement, 1 st , and 3 rd Floor	Carpet Mastic - Light Brown	6,000 SF	ND
31-CP-A,B,C	Throughout	Ceiling Panel - 2'x2' Rough Texture	50,715 SF	ND
32-FP-A,B,C	Throughout	Fireproofing - Pressed-On, Grey Patch Material	854 SF	ND
33-CB-A,B,C	FS-7,12,13,17,57,62,90	Cove Base - 4" Black Vinyl With Adhesive	345 SF	ND
34-FT-A,B,C	FS-6, 12, 119	Floor Tile- 12" Gray With Gray Mottle, And Adhesive	780 SF	Trace Chrysotile
35-FT-A,B,C	FS- 6,12,44,57	Floor Tile - 12" White Tile With Grey And Blue Mottle	330	ND
36-WB-A,B,C	FS- 8,9,10,13	Wallboard - 2' Wide Wallboard Panels With Canvas Wallpaper Cover Used As Interior Walls	3720	ND
37-CM-A,B,C	4 th Floor	Carpet Mastic - Translucent Green, Under Carpet Tiles	67,215 SF	ND
38-IC-A,B,C	Throughout Perimeter	Interior Caulk - Grey, Perimeter Of Metal Window Frames	690	ND
39-PL-A,B,C,D,E	1 st , 2 nd , 3 rd , 4 th Floors	Plaster - Cylindrical Column Casings	9,920 SF	ND
40-RI-A,B,C	FS-9,10,29,32,58,76,86,111	Rolled-In Insulation - Yellow Fiberglass With Black Paper	730	ND
41-SU-A,B,C	FS- 10	Sink Undercoating - Grey Spray-On With Black Stick-On	1 Sink	ND
42-GM-A,B,C	FS-10, 11, 36, 115	Ceramic Tile, Grout, Mortar - Grey Stone Pattern Tile In Various Sizes With Grey Grout	1,240 SF	ND
43-JC-A,B,	FS- 9, 10	Joint Compound - Patching	15	ND
44-IC-A,B,C	FS-12	Interior Caulk - Beige Duct Caulk, Hard, Brushed On HVAC Duct Exterior Seams	30	ND
45-DT-A,B,C	FS- 12	Duct Tape - Black Tar Tape, Applied On Corners/Seams Of HVAC Ducts	10	ND
46-RI-A,B,C	Throughout	Rolled-In Insulation - Yellow Fiberglass With Foil Cover, Wrapped Around Ducts With Foil Canvas Tape	7,993 SF	ND
47-GM-A,B,C	Restrooms	Ceramic Tile, Grout, Mortar - 1" Beige/Grey Floor Tile	2,370 SF	ND
48-GM-A,B,C	FS-14,62,90	Ceramic Tile, Grout, Mortar - 4" Beige/Brown Wall Tile	140	ND
49-FT-A,B,C	FS-62, FS-90, FS-15, FS-16, FS-30, FS-31	Floor Tile- 12: Light Brown Tile With White And Reddish-Brown Streaks	960 SF	75% Chrysotile (Floor Tile) 2% Chrysotile (Mastic)

Sample ID/Material	Location of Materials	Material	Estimated Quantity	Asbestos Content
50-WG-A,B,C	Throughout	Window Glaze- Wood Doors With Windows	120	6% Chrysotile
51-PM-A,B,C	FS-17,20,32,33,59,87,112,137,138,140	Penetration Mud - Grey Mortar Around Pipe Penetrations	34	ND
52-GM-A,B,C	FS-18,19,34,35,40,41,60,61,88,89,113,114	Ceramic Tile, Grout, Mortar - 6" White/Grey Wall Tile	2,700 SF	ND
53-IC-A,B,C	FS-18,19,34,35,40,41,60,61,88,89,113,114	Interior Caulk - White, On Sinks/Toilets	280	ND
54-ED-A,B,C	FS-21,22,23	Elevator Door	15 SF	ASSUMED
55-FS-A,B,C	FS-24,25,26	Floor Sheeting - Brown With Raised Round Treads, And Adhesive	3,600 SF	ND
56-PL-B,C,D,E	FS-24,25,26	Plaster - Underside Of Stairs	3,600 SF	ND
57-IC-A,B,C	FS-24,25,26,76,86,111,116,117	Interior Caulk - Yellowish, Outer Perimeter Of Metal Window Frames	1,005 LF	ND
58-CB-A,B,C	FS-254,25,26	Cove Base - 4" Brown Vinyl With Adhesive	90 SF	ND
59-CP-A,B,C	FS-24,25,26,44	Ceiling Panel - 2'x4' Pinhole/Fissure	700 SF	ND
60-PM-A,B,C	1 st , 2 nd , 3 rd , 4 th Floor Mechanical Rooms	Penetration Mud - White Mud On Pipe Penetrations	130 SF	ND
61-IC-A,B,C	FS-27,32,44	Interior Caulk - Black, Metal Door Frame Perimeter	110 LF	ND
62-MA-A,B,C	FS-29, 30, 32,	Mastic- Black Mastic From Former Floor Tile	490 SF	2% Chrysotile
63-BM-A,B,C	FS-32	Brick Mortar - Red/Brown Brick Floor	1,260 SF	ND
64-PM-A,B,C	FS-33,48,59,74,87,139,112,120	Penetration Mud - Dark Grey, Sticky	40 SF	ND
65-IC-A,B,C	FS-37,38,42,49,50,72,73,101	Interior Caulk - White, Perimeter Of Window Frames/Counter Windows	775 LF	ND
66-RI-A,B,C	FS-39,76	Rolled-In Insulation - Yellow Fiberglass With Brown Paper And Black Adhesive	240 SF	ND
67-SU-A,B,C	FS-44,46	Sink Undercoating - Black Spray-On With Sticker	2 Sinks	ND
68-GBG-A,B,C	FS-58	Glass Block Grout - Grey	90 SF	ASSUMED
69-SU-A,B,C	FS-119	Sink Undercoating - Grey Spray-On	1 Sink	ND
70-IC-A,B,C	FS-27	Interior Caulk - Dark Grey, Perimeter Of Elevator Frame	30 LF	ND
71-CC-A,B,C	EA-1,2,3,4	Concrete Chip - Exterior Walk-Ways	2,440 SF	ND
72-EJ-A,B,C	EA-1,2,3,4	Expansion Joint - Concrete Walkways	960 LF	ND
73-BM-B,C	FS-24,25,26 EA-1,2,3,4,5	Brick Mortar - Red Brick Siding With Grey Mortar	32,070 SF	ND

Sample ID/Material	Location of Materials	Material	Estimated Quantity	Asbestos Content
74-EC-A,B,C	EA-1,2,3,4	Exterior Caulk - White, Seams Of Brick Siding	1,650 LF	ND
75-EC-A,B,C	EA-1	Exterior Caulk - Black, Perimeter Of Service Doors, Overhead Roll-Up Bay Doors	60 LF	ND
76-EC-A,B,C	EA-1,2,3,4	Exterior Caulk - Light Grey, On Concrete Walkways	270 LF	ND
77-EC-A,B,C	EA-1,2,3,4	Exterior Caulk - Dark Grey, Between Brick Siding And Granite Capstone	1,760 LF	ND
78-EC-A,B,C	EA-1,2,3,4	Exterior Caulk - Black, On Metal Window Frames	2,640 LF	ND
79-EJ-A,B,C	EA-1,2,3,4,5	Expansion Joint - Red, In Brick Siding	780 LF	ND
80-RM-A,B,C	EA-5	Roofing Materials - Rubber Membrane Flat Roof	20,000 SF	ASSUMED
81-RT-A,B,C	EA-5	Roofing Tar - Black, On Roof Penetrations	5620 SF	ASSUMED
82-EC-A,B,C	EA-5	Exterior Caulk - Black, On Flashing	320 LF	ASSUMED
83-EC-A,B,C	EA-5	Exterior Caulk - Grey, On Flashing	150 LF	ASSUMED
84-EC-A,B,C	EA-5	Exterior Caulk - White, On Flashing	150 LF	ASSUMED

EA=Exterior Area FS Functional Space

NA=Not Applicable ND= None Detected

In the event additional suspect material is discovered during demolition activities, this material should be treated as presumed asbestos-containing material (PACM) in accordance with regulations 29 CFR 1926.1101 and 1910.1001 and other applicable state and local regulations and either sampled to confirm or nullify asbestos content or be treated as ACM and handled accordingly.

4. LEAD-CONTAINING PAINT SAMPLING

Atlas representative Mr. Andrew DeLodder conducted the lead-containing paint (LCP) sampling of the Jerome T. Hart Building on July 24 – August 2, 2024. The sampling included physical sampling of paint coatings that were deemed representative of the predominant paint coatings observed.

Three (3) paint chip samples were collected and submitted to Accurate Analytical Testing Laboratory, 30105 Beverly Road, Romulus, Michigan for lead analysis. Bulk samples were analyzed using the Environmental Protection Agency's Test Method SW 846-7420 and 3050B using Flame AAS to determine lead concentration in percent (%) by weight. Copies of the laboratory analytical report and corresponding chain-of-custody forms are included in **Appendix D**.

Table 4-1 Lead Containing Paint Sampling Results

Sample ID	Sample Location	Color	Lead Content (%)	Reporting Limit (%)
1-LBP-Black	Exterior Black Paint Window Frames and Panels	Black	0.00232	0.000806
2-LBP-White	Interior White Paint	White	0.00161	0.000699
3-LBP-Grey	Interior Grey Paint	Grey	0.00275	0.000755

5. CONCLUSIONS AND RECOMMENDATIONS

5.1 Asbestos-Containing Materials

The results of laboratory testing during the pre-demolition asbestos survey conducted at the property indicate that the following materials sampled were found to contain asbestos or are assumed to contain asbestos:

Sample ID/Material	Location of Materials	Material	Estimated Quantity	Asbestos Content
1-FD-A,B,C	Throughout	Fire Door: Not Sampled	207 Doors	Assumed
11-PI-A,B,C	Basement	Pipe Insulation-Metal Wrapped Fiberglass	55 LF	Assumed
13-TI-A,B,C	Basement	Tank Insulation: Metal Wrapped Tanks	5 SF	Assumed
15-GMT-A,B,C	Mechanical Room	Gasket Material: White, Canvas Gasket On Boiler Plates	20 SF	Assumed
16-VD-A,B,C	Mechanical Rooms Throughout	Vibration Dampener: Back- Vinyl	115 SF	Assumed
26-IC-A,B,C	FS-4	Interior Caulk: Off White, Hard, HVAC Wall Penetrations	10 LF	3% Chrysotile
34-FT-A,BC	FS-6, 12, 119	Floor Tile- 12" Gray With Gray Mottle, And Adhesive	780 SF	Trace Chrysotile
49-FT-A,B,C	FS-62, FS-90, FS-15, FS-16, FS-30, FS-31	Floor Tile- 12: Light Brown Tile With White And Reddish-Brown Streaks	960 SF	75% Chrysotile (Floor Tile) 2% Chrysotile (Mastic)
50-WG-A,B,C	Throughout	Window Glaze- Wood Doors With Windows	120	6% Chrysotile
54-ED-A,B,C	FS-21,22,23	Elevator Door	15 SF	Assumed
62-MA-A,B,C	FS-29, 30, 32,	Mastic- Black Mastic From Former Floor Tile	490 SF	2% Chrysotile
68-GBG-A,B,C	FS-58	Glass Block Grout - Grey	90 SF	Assumed
80-RM-A,B,C	Roof	Roofing Materials - Rubber Membrane Flat Roof	20,000 SF	Assumed
81-RT-A,B,C	Roof	Roofing Tar - Black, On Roof Penetrations	5620 SF	Assumed
82-EC-A,B,C	Roof	Exterior Caulk - Black, On Flashing	320 LF	Assumed
83-EC-A,B,C	Roof	Exterior Caulk - Grey, On Flashing	150 LF	Assumed
84-EC-A,B,C	Roof	Exterior Caulk - White, On Flashing	150 LF	Assumed

The asbestos containing materials must be abated by a Michigan licensed Asbestos Abatement Contractor. If any additional suspect materials are discovered during renovation/demolition activities, such materials must be assumed to contain asbestos until sampling and analysis proves otherwise.

5.2 Lead-Containing Paint

Three (3) representative samples of paint, taken from interior and exterior areas of the buildings, were collected, and submitted for analysis by Flame AAS. The results of laboratory analysis indicate that one of samples contained levels of lead greater than the laboratory reporting limits.

The following table provides a summary of the LCP sampling:

Sample ID	Sample Location	Color	Lead Content (%)	Reporting Limit (%)
1-LBP-Black	Exterior Black Paint Window Frames and Panels	Black	0.00232	0.000806
2-LBP-White	Interior White Paint	White	0.00161	0.000699
3-LBP-Grey	Interior Grey Paint	Grey	0.00275	0.000755

The presence of lead-containing paint requires, under OSHA 1926.62 requirements, that the contractor performing renovation, surface preparation, and other activities that impact or potentially impact the lead-coated components, evaluate potential worker exposures to airborne lead. This evaluation can be based, for the specific activities denoted in 1926.62, on objective data obtained by the contractor on other, similar, worksites within the prior calendar year. In addition, lead-containing paint and lead-coated waste and construction debris must be evaluated and, on a case-by-case basis depending on this evaluation, quantitative analysis be performed on these waste streams to ensure compliance with EPA waste disposal regulations.

The presence of Lead-Containing Paint (LCP) and/or Lead-Based Paint (LBP) does not, in itself, trigger regulatory compliance actions. However, when these materials are disturbed, the requirements of OSHA (1926.1101) and EPA may become operative. Appropriate actions in terms of removal methods, emissions control, worker protection, and waste disposal should be considered by the general contractor and applicable subcontractors while completing renovation activities.

6. ASSUMPTIONS AND LIMITATIONS

The results, findings, conclusions, and recommendations expressed in the report are based only on conditions that were noted during the pre-renovation asbestos containing material and limited lead based paint survey conducted July 24 – August 2, 2024 performed by Atlas. Selection of sample locations and frequency of sampling were based on EPA Guidance documents, Atlas's observations, and the assumption that building vintage and abatement history information presented to Atlas allowed the proper designation of homogenous materials for each building.

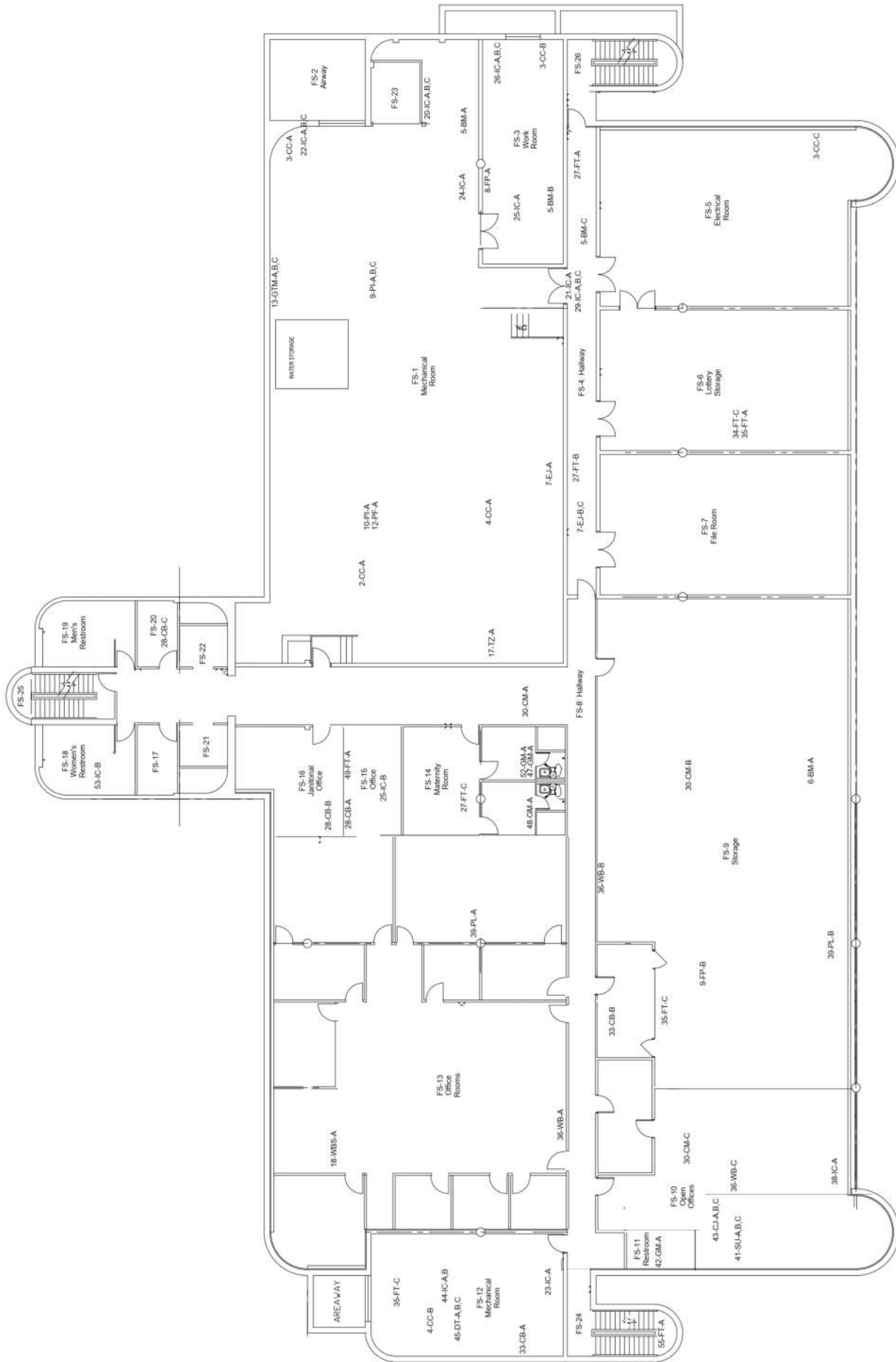
This document does not contain the elements necessary for an Abatement Work plan, and this document does not contain, nor should it take the place of technical specifications for ACM removal.

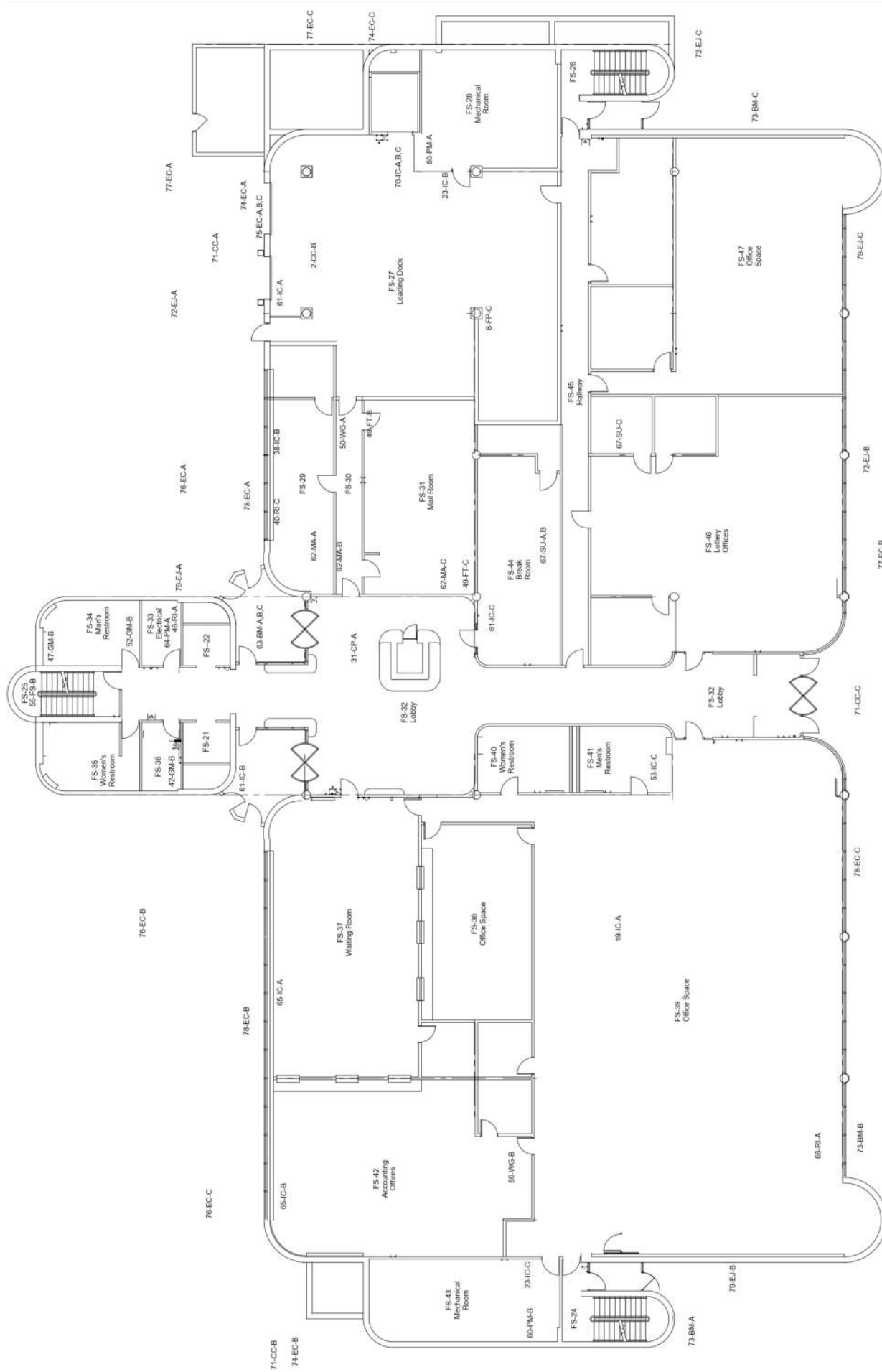
Our professional services have been performed, our findings obtained, and our conclusions and recommendations prepared in accordance with customary principles and practices in the fields of environmental science and engineering. This statement is in lieu of other statements either expressed or implied. This report does not warrant against changes to material from future operations or conditions, nor does it warrant against operations or conditions against present ACM material in locations not investigated.

The scope of services performed in execution of this evaluation may not be appropriate to satisfy the needs of other users, and use or re-use of this document or the findings, conclusions, or recommendations is at the risk of said user.

APPENDIX A

SAMPLE LOCATION DRAWING





State of Michigan
Jerome T. Hart State Office Building
411 E Genesee Avenue
Saginaw, Michigan 48607

**Asbestos Bulk
Sampling Location Map
1st Floor**

PROJECT NUMBER:
DRAWN BY: AHD

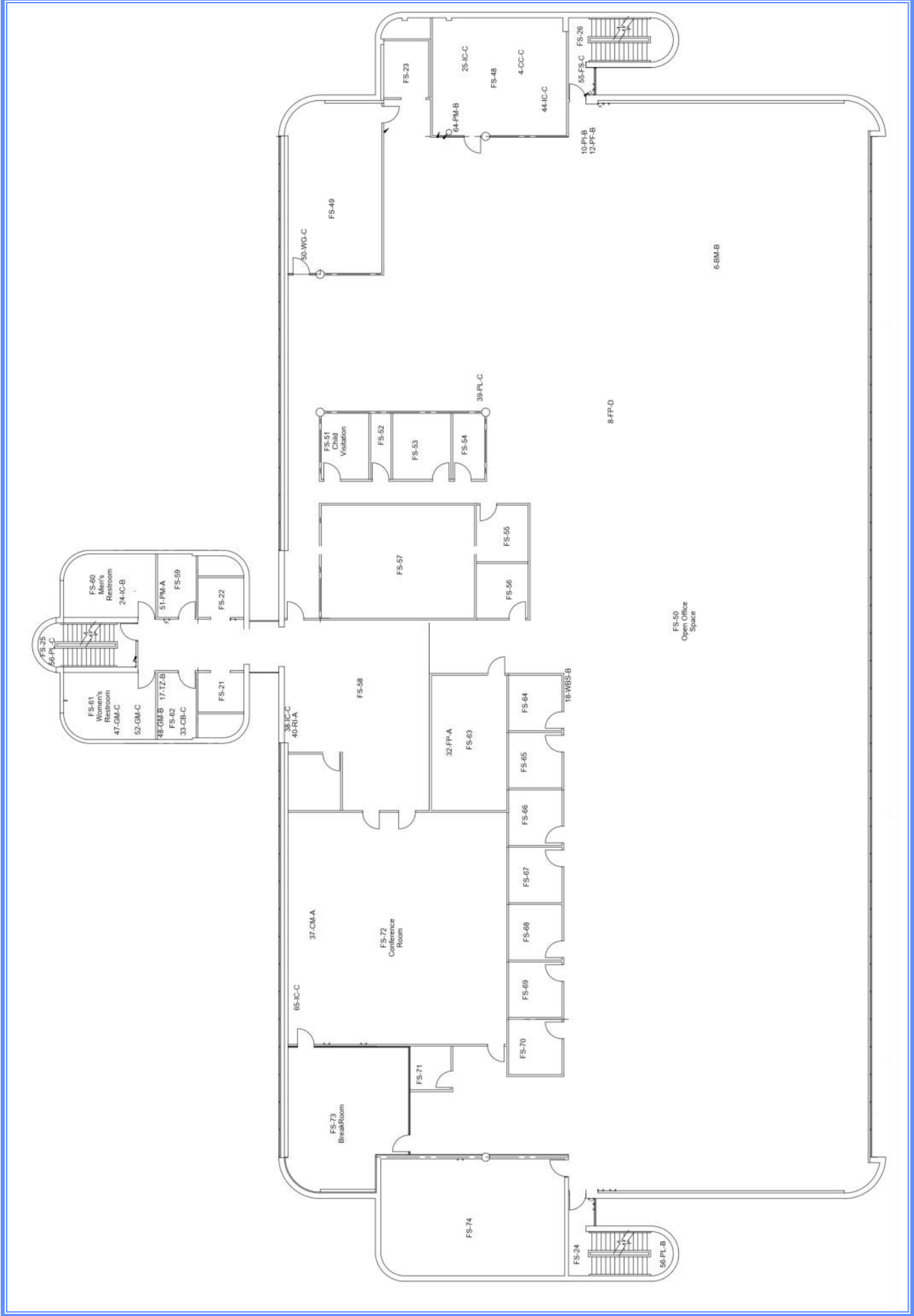
FIGURE: 2

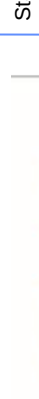
REVIEWED BY RDR

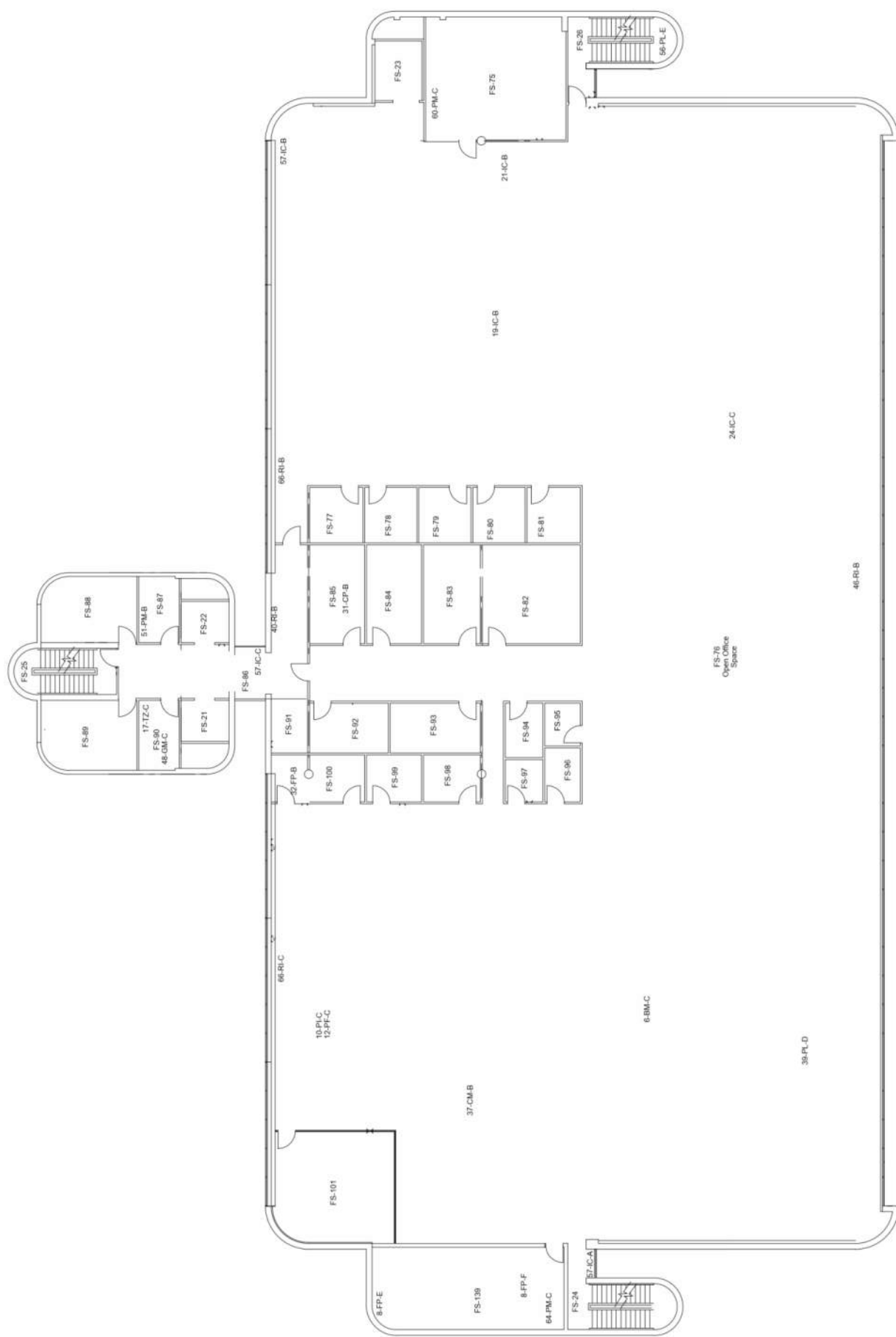
DATE: 7/24/2024

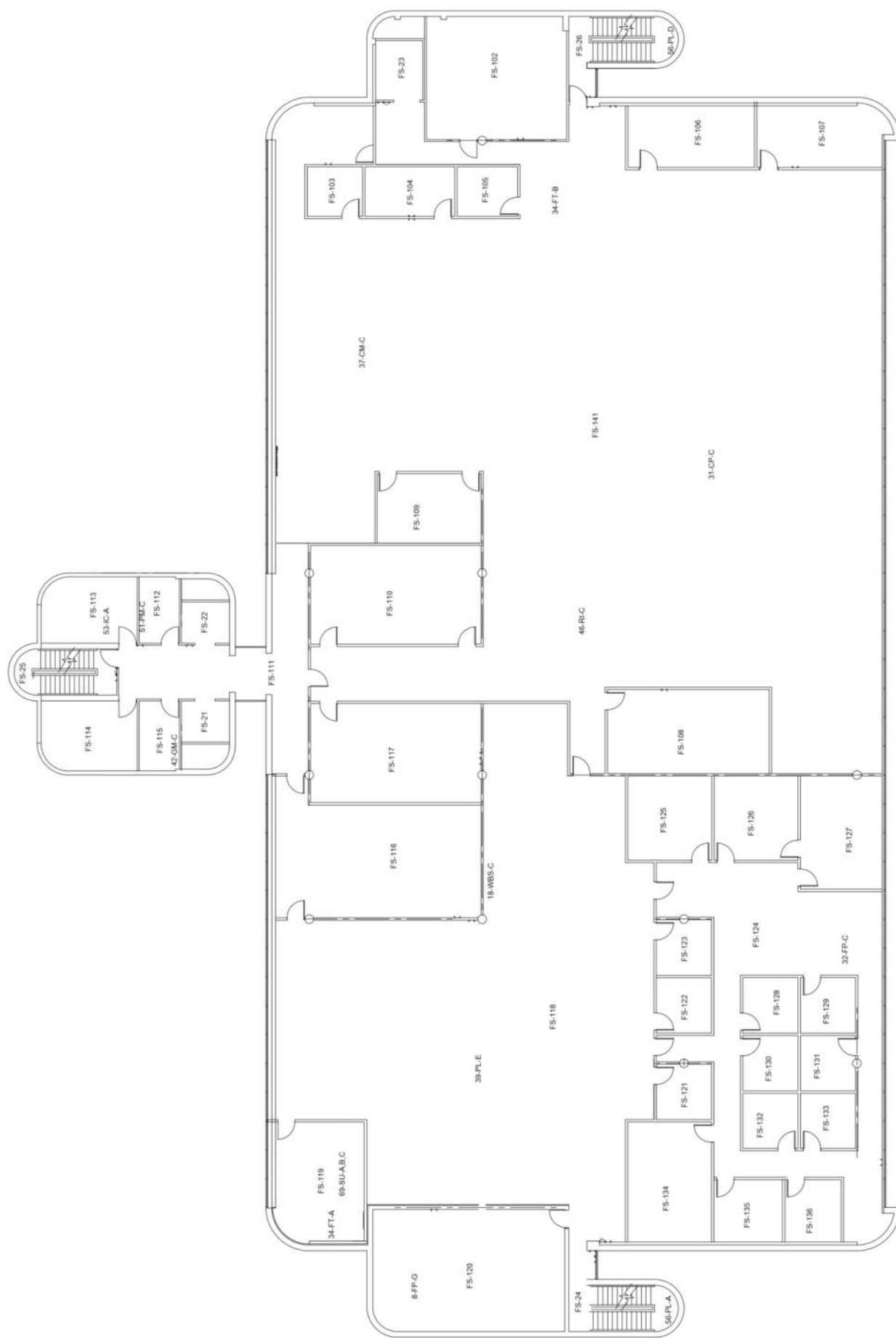
46555 Humboldt Drive, Suite 100
Novi, Michigan 48377
Ph: (248) 669-5140 ~ Fax: (248) 669-5147





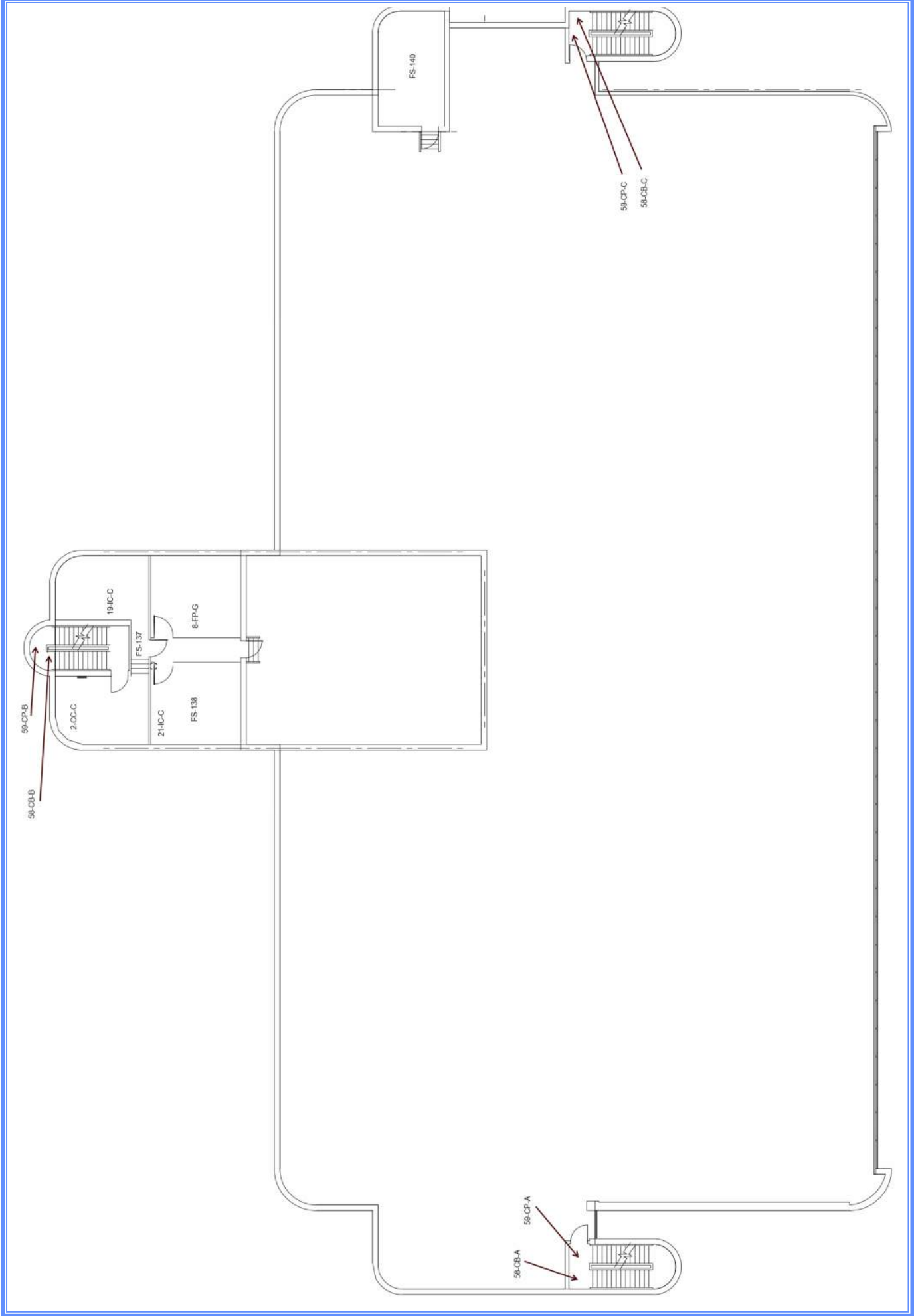
	State of Michigan Jerome T. Hart State Office Building 411 E Genesee Avenue Saginaw, Michigan 48607	Asbestos Bulk Sampling Location Map 2nd Floor				PROJECT NUMBER: DRAWN BY: AHD	FIGURE: 3
							REVIEWED BY: RDR
							DATE: 7/24/2024
		46555 Humboldt Drive, Suite 100 Novi, Michigan 48377 Ph: (248) 669-5140 ~ Fax: (248) 669-5147					





**Asbestos Bulk
Sampling Location Map
4th Floor**





State of Michigan
Jerome T. Hart State Office Building
411 E Genesee Avenue
Saginaw, Michigan 48607

**Asbestos Bulk
Sampling Location Map
5th Floor**

PROJECT NUMBER:		FIGURE: 6
DRAWN BY: AHD		REVIEWED BY: RDR
		DATE: 7/24/2024
		46555 Humboldt Drive, Suite 100 Novi, Michigan 48377 Ph: (248) 669-5140 ~ Fax: (248) 669-5147

APPENDIX B

PHOTO LOG

Photograph #1



Homogenous Material Description

HA-1: Fire door

Asbestos Present (Yes/No/Assumed)

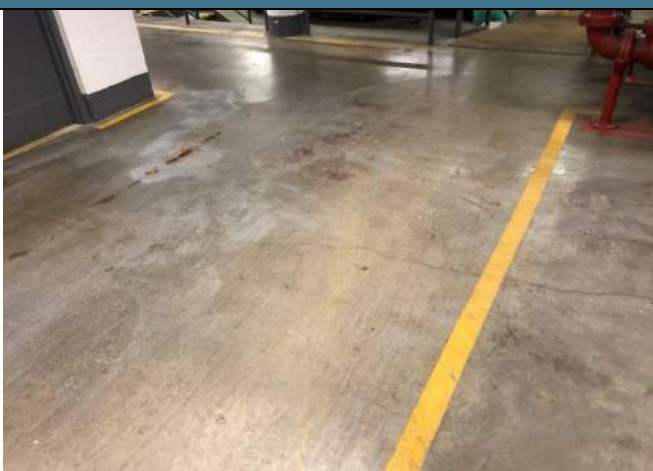
Assumed

Total Quantity Present

207 Doors

Additional Notes

Photograph #2



Homogenous Material Description

HA-2: Poured concrete decks/floor

Asbestos Present (Yes/No/Assumed)

No

Total Quantity Present

95195 SF

Additional Notes

Photograph #3



Homogenous Material Description

HA-3: Poured concrete walls

Asbestos Present (Yes/No/Assumed)

No

Total Quantity Present

8190 SF

Additional Notes

Photograph #4



Homogenous Material Description

HA-4: Raised concrete pads

Asbestos Present (Yes/No/Assumed)

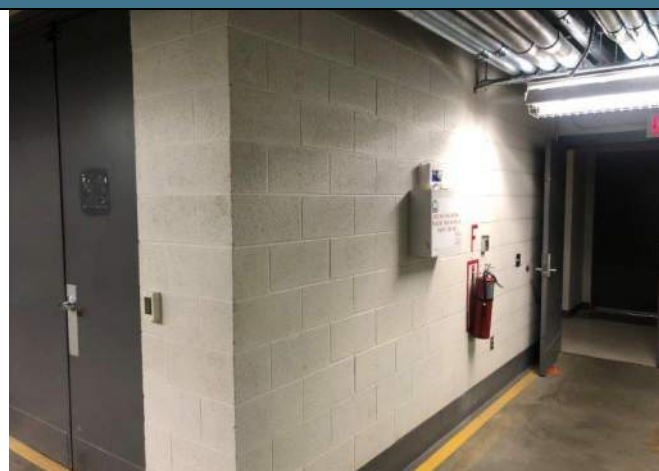
No

Total Quantity Present

1430 SF

Additional Notes

Photograph #5



Homogenous Material Description

HA-5: CMU block mortar

Asbestos Present (Yes/No/Assumed)

No

Total Quantity Present

13355 SF

Additional Notes

Photograph #6



Homogenous Material Description

HA-6: Beige deck patching

Asbestos Present (Yes/No/Assumed)

No

Total Quantity Present

708 SF

Additional Notes

Photograph #7



Homogenous Material Description
HA-7: Expansion joint – CMU block walls
Asbestos Present (Yes/No/Assumed)
No
Total Quantity Present
140 SF
Additional Notes

Photograph #8



Homogenous Material Description
HA-8: Fireproofing, spray-on, grey
Asbestos Present (Yes/No/Assumed)
No
Total Quantity Present
101800 SF
Additional Notes

Photograph #9



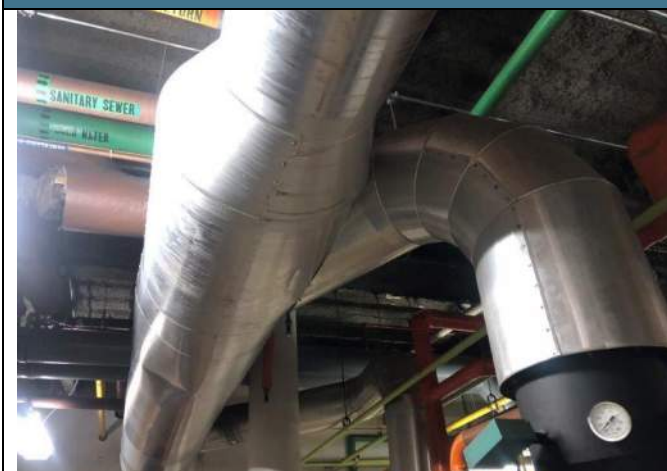
Homogenous Material Description
HA-9: Foam/adhesive pipe insulation
Asbestos Present (Yes/No/Assumed)
No
Total Quantity Present
180 LF
Additional Notes

Photograph #10



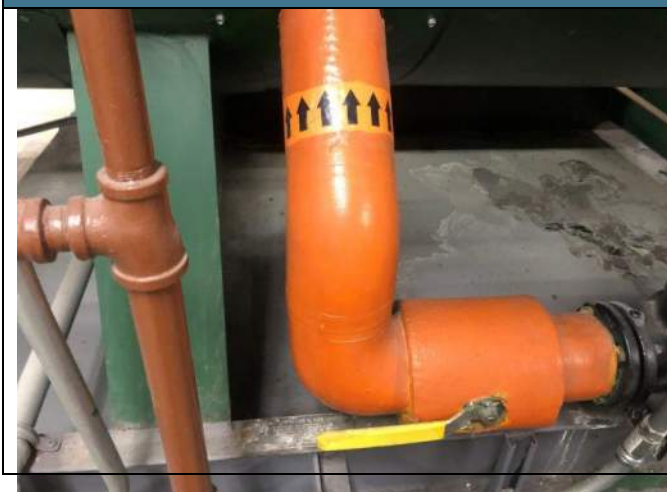
Homogenous Material Description
HA-10: Paper wrapped fiberglass pipe insulation
Asbestos Present (Yes/No/Assumed)
No
Total Quantity Present
6340 LF
Additional Notes

Photograph #11



Homogenous Material Description
HA-11: Metal wrapped pipe Insulation
Asbestos Present (Yes/No/Assumed)
Assumed
Total Quantity Present
55 LF
Additional Notes

Photograph #12



Homogenous Material Description
HA-12: Plastic wrapped fiberglass pipe fittings
Asbestos Present (Yes/No/Assumed)
No
Total Quantity Present
1312 Fittings
Additional Notes

Photograph #13



Homogenous Material Description
HA-13: Tank insulation – metal wrapped tanks
Asbestos Present (Yes/No/Assumed)
Assumed
Total Quantity Present
5 tanks
Additional Notes

Photograph #14



Homogenous Material Description
HA-14: Brown composite gasket materials
Asbestos Present (Yes/No/Assumed)
No
Total Quantity Present
66 Each
Additional Notes

Photograph #15



Homogenous Material Description
HA-15: White canvas boiler gaskets
Asbestos Present (Yes/No/Assumed)
Assumed
Total Quantity Present
20 SF
Additional Notes

Photograph #16



Homogenous Material Description

HA-16: Vibration dampener – black vinyl

Asbestos Present (Yes/No/Assumed)

No

Total Quantity Present

115 SF

Additional Notes

Photograph #17



Homogenous Material Description

HA-17: Terrazzo utility sink

Asbestos Present (Yes/No/Assumed)

No

Total Quantity Present

4 Sinks

Additional Notes

Photograph #18



Homogenous Material Description

HA-18: Wallboard system – walls/ceiling

Asbestos Present (Yes/No/Assumed)

No

Total Quantity Present

101035 SF

Additional Notes

Photograph #19



Homogenous Material Description
HA-19: White caulk, seams of fiberglass insulation
Asbestos Present (Yes/No/Assumed)
No
Total Quantity Present
332 LF
Additional Notes

Photograph #20



Homogenous Material Description
HA-20: White caulk, on wallboard
Asbestos Present (Yes/No/Assumed)
No
Total Quantity Present
145 LF
Additional Notes

Photograph #21



Homogenous Material Description
HA-21: Red caulk – penetrations / void filler
Asbestos Present (Yes/No/Assumed)
No
Total Quantity Present
709 SF
Additional Notes

Photograph #22



Homogenous Material Description
HA-22: White caulk on hatch
Asbestos Present (Yes/No/Assumed)
No
Total Quantity Present
35 LF
Additional Notes

Photograph #23



Homogenous Material Description
HA-23: White caulk on door frames
Asbestos Present (Yes/No/Assumed)
No
Total Quantity Present
460 LF
Additional Notes

Photograph #24



Homogenous Material Description
HA-24: Pipe sealant
Asbestos Present (Yes/No/Assumed)
No
Total Quantity Present
171 SF
Additional Notes