



Virg Bernero, Mayor

FINANCE DEPARTMENT

PURCHASING OFFICE

124 W. Michigan Avenue, 8th floor

Lansing, Michigan 48933-1603

(517) 483-4124

<http://www.lansingmi.gov/finance/purchasing>

February 19, 2010

CITY OF LANSING NOTICE TO BIDDERS

B/10/079

HUNTER PARK PICNIC SHELTER

The City of Lansing officially distributes all Purchasing documents through the Michigan Inter-governmental Trade Network (MITN) and the City of Lansing Purchasing Office. Our office no longer mails bid documents, notices or addendums to our vendors or construction plan houses.

To register for the MITN system or access bid information, including addendums, go to <http://www.mitn.info>

Sealed bids marked "B/10/079, HUNTER PARK PICNIC SHELTER" will be accepted at the City of Lansing, Finance Department, Purchasing Section, 8th floor, City Hall, 124 W. Michigan Avenue, Lansing, Michigan 48933 until, but not later than 3:00 PM local time in effect MARCH 23, 2010, at which time and place the bids will be publicly opened and read aloud.

A Bid Guaranty (in accordance with Federal Circular No. 570) in the amount equal to but not less than 5% of the total amount of the proposal shall accompany all bids. Certified checks, bank drafts, negotiable U.S. Government Bonds (at par value), Small Business Administration Guaranteed Securities, or a Bid Bond will be acceptable. (See page 3 of specifications for complete requirements for Bid Guaranty). Bonding agencies must be approved for doing business in the State of Michigan. **No "off-shore" bonding agencies will be accepted.**
******Two (2) copies of the bid proposal section required.******

Any changes made to the plans and/or specifications shall be made in the form of an Addenda prepared by the City of Lansing and mailed to each plan holder. All addenda shall become part of the Contract Document and all bidders shall be bound by such Addenda, whether or not received by the Bidder. All addenda received shall be listed on the outside of the bid envelope by number, and date received. Any proposal received without each addendum listed by number on the outside of the bid proposal envelope, may be declared a non-responsive bid.

The City reserves the right to accept any bids, to reject any or all bids and to make the award in the best interest of the City.

Major contract items (providing all labor, materials, tools, equipment and services to as per City of Lansing specifications) will include, but not be limited to the following:

- Supply picnic shelter
- Install picnic shelter
- Grading
- Staking
- Concrete slab
- And other areas as called out within the specifications
- ▶ Seeding
- ▶ Excavating
- ▶ Clean up
- ▶ Site restoration
- ▶ Electrical

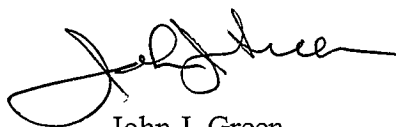
LOCATION OF WORK WILL BE AT HUNTER PARK, 1400 E KALAMAZOO AVE, LANSING MICHIGAN, AS PER SITE LOCATION NOTED IN SPECIFICATIONS.

Bid results will **only** be released via email, self-addressed stamped envelopes or on the Internet at www.mitn.info. Please forward your email request to: eescamil@lansingmi.gov

The City of Lansing gives preference to Lansing-based job providers in the procurement of all goods and services.

The City strongly encourages general contractors to provide opportunities for minority- and women-owned businesses/subcontractors to participate in this project.

If you have any questions please contact me at (517) 483-4129. Technical questions should be directed to Dick Schaefer, Landscape Architect, at (517) 483-4283.



John J. Green
Interim Purchasing Manager

Attention Bidders

The City of Lansing in partnership with the business community recognizes the need to facilitate economic development in our community. As part of the economic growth strategy, the City has incorporated Local Preference into City Purchasing policies.

Local Preference Statement:

A Lansing based business that has been deemed responsive and responsible according to the requirements of the Purchasing Ordinance that is within 5% of the low bid will be given an opportunity to match the low bid amount to receive the contract. If there is more than one qualified, responsive and responsible Lansing based bidder, the first opportunity to match the low bid will go to the Lansing based firm with the lowest bid.

If the Lansing based business refuses to match the low bid, the contract will be awarded to the responsive and responsible low bidder.

Projects greater than \$500,000 are exempt from the Ordinance.

Qualifications for Lansing Based Business status:

- 1) Pay City income taxes on Net Profits
- 2) Pay City property taxes on a plant or office and equipment used for the performance of the contract bid upon - or - other real or personal property in the City of Lansing equivalent in value to such plant or office and equipment for not less than one year prior to determination.

Additional Information:

The full copy of the Ordinance is on file in the Purchasing Office, the City Clerk's office or on the City of Lansing Purchasing Web site located at:

<http://www.lansingmi.gov/finance/purchasing>

Solicitation Number: B/10/079

Solicitation Name: HUNTER PARK PICNIC SHELTER

The City of Lansing Purchasing Office is collecting information regarding the use of the MITN e-procurement system. We are also collecting demographic information regarding woman-owned, minority-owned and Lansing based business. This form will not be used during the evaluation of bids or proposals. You may return this sheet, which is voluntary, with your submittal or shortly thereafter. Please, do not staple this to your bid document.

I. Where did your firm receive of this solicitation? Please check all that apply.

☐ City of Lansing Purchasing Web Page <http://www.mitn.info>

☐ City of Lansing Purchasing Office

☐ Other, please

list: _____

II. Demographic Information:

Is your firm located or have a business office within the corporate city limits of Lansing
yes ☐ no ☐

Is your firm owned (at least 51% ownership), operated and controlled by a member of the following minority groups? If so, please check all that apply:

☐ African-American

☐ Hispanic-American

☐ Native-American (American Indian, Eskimo, Aleut, Native Hawaiian)

☐ Asian-Pacific

☐ Asian-Indian (India, Pakistan and Bangladesh)

☐ Disabled-Owned

Is your firm owned (at least 51% ownership), operated and controlled by a female: Yes ☐ No ☐

III. Company Information

Federal Tax ID Number _____

Firm Name

Address (Street, City, State, ZIP)

Phone Number

Fax Number

Web Site Address

Contact Person

Thank you for your participation.

CITY OF LANSING, MICHIGAN
DEPARTMENT OF PARKS AND RECREATION

INSTRUCTIONS TO BIDDERS

FORM OF PROPOSAL

AGREEMENT

BONDS

MATERIAL LIST

B/10/079

FOR THE CONSTRUCTION OF

HUNTER PARK SHELTER

MURDOCK JEMERSON
DIRECTOR

DICK SCHAEFER
LANDSCAPE ARCHITECT

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BIDDERS CHECKLIST

BID PHASE: The BID SECTION shall be completed and submitted

<u>ITEM/(PAGE REFERENCE)</u>	<u>CHECK</u>
BID SECTION (13)	()
BID GUARANTY (20)	()
ADDENDA (22)	()
BIDDER'S SIGNATURE (22)	()
PAYMENT OF PREVAILING WAGE AND FRINGE BENEFITS (23)	()
NON-COLLUSION AFFIDAVIT OF PRIME BIDDER (24)	()
AFFIDAVIT FOR NON-SEGREGATION FACILITIES (26)	()
LIST OF SUBCONTRACTORS (28)	()

AWARD OF CONTRACT PHASE: After a contractor has been selected, the following paperwork shall be submitted:

<u>ITEM/(PAGE REFERENCE)</u>
STATEMENT OF BIDDER'S QUALIFICATIONS (29)
FORM OF AGREEMENT (32)
CERTIFICATION (35)
PERFORMANCE AND PAYMENT BOND (OR BONDS) (35)
STATEMENT OF NON-COLLUSION FOR SUBCONTRACTORS (39)
BREAKDOWN OF CONTRACT PRICE (40)
PROGRESS SCHEDULE (41)
PAYMENTS (41)
INSURANCE (57)
GENERAL GUARANTY (58)

NOTICE TO PROCEED

When the above-listed paperwork has been satisfactorily signed and submitted, a Notice to Proceed will be issued by the **City of Lansing**.

WORK SITE LOCATION

The location of the proposed construction for the project known as **B/10/079, Hunter Park Picnic Shelter** will be located at:

1400 East Kalamazoo Street, Lansing, MI

INSTRUCTIONS TO BIDDERS

1. USE OF BID SECTION

These Contract Documents contain a complete BID SECTION and FORM OF AGREEMENT for the convenience of bidders. These Contract Documents may be retained by the bidder.

The separate enclosed copy of the BID PACKAGE (Pages):

BID SECTION (13) through LIST OF SUBCONTRACTORS (28) shall be completed in full and submitted by the bidder at time of bid submittal or in no case later than 24 hours after bid opening with the permission of the City of Lansing prior to the date and time of bid opening.

2. INTERPRETATIONS FOR ADDENDA

No oral interpretation will be made to any Bidder as to the meaning of the Contract Documents or any part thereof. Every request for interpretation shall be made in writing to the **City of Lansing** Purchasing Office. Only those written inquiries received fourteen (14) or more days prior to the date fixed for the opening of Bids will receive a response. Any interpretation made to a Bidder shall be in the form of a Addendum to the Contract Documents and, when issued, will be on file in the City Purchasing Office at least ten (10) calendar days before Bids are opened. All addenda will be mailed to each person holding Contract Documents, but it shall be the bidder's responsibility to make inquiry as to the Addenda issued. All such Addenda shall become part of the Contract Documents and all Bidders shall be bound by such Addenda, whether or not received by the Bidder. All addenda received shall be listed on the outside of the bid envelope. Any proposals received without each addendum listed by number and date received on the outside of the bid proposal envelope may be declared a non-responsive bid.

3. INSPECTION OF SITE

Each Bidder shall visit the site of the proposed work and fully acquaint itself with the existing conditions, the difficulties and the restrictions attending the performance of the Contract. The Bidder shall thoroughly examine and familiarize itself with the Drawings, Technical Specifications, and all other Contract Documents. The Contractor by the execution of the Contract shall in no way be relieved of any obligation under it due to its failure to receive or examine any form or legal instrument or to visit the site and acquaint itself with the conditions there existing and the City of Lansing will be justified in rejecting any claim based on facts regarding which it should have been on notice as a result thereof.

4. SUBSTITUTIONS

The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.

No substitution will be considered unless written request for approval has been submitted by the Bidder and had been received by the Purchasing Department at least seven (7) calendar days prior to the date for receipt of bids. Each such request shall include the brand and name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute including drawings, cuts, performance and test data and any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or other work that incorporation of these substitutions would require shall be included. The burden of proof of merit of the proposed substitution is upon the proposer. The City's decision of approval or disapproval shall be final.

If the **City of Lansing** approves any proposed substitution, such approval will be set forth in an Addendum or a letter from the **City of Lansing**. Bidder shall not rely upon approvals made in any other manner.

5. ALTERNATIVE BIDS

Alternative bids shall be clearly identified and marked as such when submitted.

6. BIDS

a. All Bids must be submitted on Bid Proposal Forms supplied by the Owner and shall be subject to all requirements of the Contract Documents including the Drawings, and these INSTRUCTION TO BIDDERS. All Bids must be regular in every respect and no interlineations, excisions, or special conditions shall be made or included in the Bid Form by the Bidder.

b. Bid Documents including the Bid, the Bid Guaranty, the Non-Collusion Affidavit, and all other forms which are so indicated to be signed at the time of bidding shall be enclosed in the same envelope which shall be sealed and clearly labeled with the words:

"B/10/079 Hunter Park Picnic Shelter",

Name of Bidder, and Date and Time of the Bid Opening in order to guard against premature opening of the bid. Any proposals received without each addendum listed by number and date received on the outside of the envelope including the bid proposal form may be declared a non-responsive bid.

c. The **City of Lansing** may consider as irregular any Bid on which there is an alteration of or departure from a Bid Form, as provided in the Bid Documents, and at its option may reject the same.

d. If the Contract is awarded it will be awarded by the **City of Lansing** to the lowest responsible Bidder on the basis of Section 206 of the City of Lansing Code Ordinances. The Contract will require the completion of the work pursuant to the Contract Documents.

e. Each Bidder shall include in its Bid, the appropriate spaces therefore, the cost of performing the work. The prices set forth in the bid by the bidder shall remain effective **Ninety (90) days** from the time of the bid opening.

f. Each Bidder shall include in its Bid the following information:

Principals:

Name
Title

Firm:

Name
Business Address
City, State and ZIP code
Telephone

7. BID GUARANTY

a. A certified check, bank draft, negotiable U.S. Government Bonds (at par value), Small Business Administration Guaranteed Securities, or a Bid Bond in an amount equal to not less than five percent (5%) of the total amount of the proposal shall accompany the bid. The Bid Bond shall be secured by a guaranty or surety company listed in the latest issue of U.S. treasury Circular 570. The amount of such Bid Bond shall be within the maximum amount specified for such Company in said Circular 570. No bid will be considered unless it is accompanied by the required guaranty. Certified check or bank draft must be payable to the order of the **City of Lansing**. Cash deposits will not be accepted. The Bid Guaranty shall include the execution of the Agreement and the furnishing of the surety bond or bonds by the successful Bidder, all as required by the Contract Documents.

b. Any Revised Bids, must be submitted before the time of the opening of bids, must be forwarded in person, and must be clearly identified as a revised Bid on the outside of the envelope. All Revised Bids representing an increase in excess of two percent (2%) of the original Bid must have the Bid Guaranty adjusted accordingly; otherwise the Bid may be deemed non-responsive.

c. Certified checks, bank drafts, or the amount thereof, Bid Bonds, and negotiable U.S. Government Bonds of unsuccessful Bidders will be returned as soon as practicable after the execution of the contract and its award.

8. COLLUSIVE AGREEMENTS

a. Each Bidder submitting a Bid to the **City of Lansing** for any portion of the work contemplated by the documents on which bidding is based shall execute, and attach thereto, an affidavit substantially in the form herein provided, to the effect that it has not colluded with any other person, firm, or corporation in regard to any Bid submitted. At the time of bid, a list of proposed subcontractors shall be provided.

b. Before executing any subcontract, the successful Bidder shall submit the name of any proposed subcontractor for prior approval and an affidavit substantially in the form provided in Section 103, SUBCONTRACTORS under GENERAL CONDITIONS, PART I.

9. STATEMENT OF BIDDER'S QUALIFICATIONS

Each Bidder shall, upon request of the **City of Lansing**, submit a STATEMENT OF THE BIDDER'S QUALIFICATIONS, its experience, its organization and equipment available for the work contemplated; and, when specifically requested by the City of Lansing, a detailed financial statement. The City of Lansing shall have the right to take such steps as it deems necessary to determine the ability of the Bidder to perform its obligations under the Contract, and the Bidder shall furnish the **City of Lansing** all such information and data for this purpose as it may request. The right is reserved to reject any bid where an investigation of available evidence or information does not satisfy the City of Lansing that the Bidder is qualified to carry out properly the

terms of the Contract, or where the bidder refuses or fails to furnish the **City of Lansing** with any evidence or information requested by the City.

10. CORRECTIONS

Erasures or other changes in the Bids must be explained or noted over the signature of the Bidder.

11. TIME FOR RECEIVING BIDS

Bids received prior to the advertised hour of opening will be securely kept unopened. The officer whose duty it is to open them will decide when the specified time has arrived, and no Bid received thereafter will be considered. Late bids will be returned to the Bidder un-opened.

12. OPENING BIDS

At the time and place fixed for the opening of Bids, the **City of Lansing** will cause to be opened and publicly read aloud every eligible responsive Bid received within the time set for receiving Bids. Bidders and other persons properly interested may be present, in person or by representative.

13. WITHDRAWAL OF BIDS

Bids may be withdrawn on written request dispatched by the Bidder in time for delivery in the normal course of business prior to the time fixed for opening. The Bid guaranty of any Bidder withdrawing its Bid in accordance with the foregoing conditions will be returned promptly.

14. AWARD OF CONTRACTS: REJECTION OF BIDS

a. The Contract will be awarded to the lowest responsible Bidder as determined pursuant to the provisions of Chapter 206 of the City of Lansing's Code of Ordinances, provided such Bid is responsive and it is in the best interests of the City of Lansing to accept it.

b. The **City of Lansing** reserves the right to reject any and all Bids and to waive any irregularity in Bids received whenever such rejection or waiver is in its best interests. The Bidder to whom the Award is made will be notified at the earliest possible date.

c. The **City of Lansing** reserves the right to consider as unqualified to perform the Contract any Bidder who does not habitually perform with its own forces twenty-five percent (25%) of the work involved.

d. The Contract shall not be considered executed unless signed by the Mayor after approval as to form by the City Attorney and certification as to the availability of funds by the City Controller. In some cases, the Contract may be signed by the City Controller. Signatures on behalf of the City other than those cited above shall not constitute contract execution by the city and the contract shall be null and void.

15. EXECUTION OF AGREEMENT

AGREEMENT: PERFORMANCE AND PAYMENT BONDS: INSURANCE CERTIFICATES

a. On or within ten calendar days subsequent to the date of the written notice of award the successful bidder shall execute and deliver to the **City of Lansing** an agreement in such number of copies as the **City of Lansing** may require.

b. Having satisfied all conditions of award as set forth elsewhere in these documents, the successful Bidder shall obtain a surety bond in a sum not less than 100% of the amount of the contracted cost as security for the faithful performance of the Contract, and for the payment of all persons, firms or corporations to whom the Contractor may become legally indebted for labor, materials, tools, equipment, or services of any nature, including utility and transportation services, employed or used by them in performing the work. Such bond shall, within the period specified in paragraph "a" above, bear the same date as, or date subsequent to that of the Agreement, but prior to the commencement of the work. The current power of attorney for the person who signs for any surety company shall be attached to such bond. This bond shall be signed by a guaranty or surety company listed in the latest issue of the U.S. Treasury Circular 570 and the sum shall be written the maximum specified for such company in said Circular 570. In addition, the successful bidder shall submit an insurance certificate evidencing the City of Lansing as co-insured for this project, the appropriate amounts and providing for as least twenty (20) days prior notice of cancellation to be given to the City.

c. The failure of the successful Bidder to execute such Agreement and to supply the required bond or bonds and/or insurance within ten calendar days after the notice of the date of written award, or within such extended period as the City of Lansing may grant, shall constitute a default, and the **City of Lansing** may either award the Contract to the next lowest responsible Bidder or re-advertise for Bids, and the defaulting Bidder shall be responsible for the difference between the amount of the Bid and the amount for which a Contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the Bid bond. If a more favorable Bid is received by re-advertising the defaulting Bidder shall have no claim against the **City of Lansing** for a refund. The defaulting Bidder agrees that in addition to being responsible for the

difference between the amount of the Bid and the amount which a contract for the work is subsequently executed for the City shall not be prohibited or have its rights to exercise any other rights or remedies available to the City under the law against the defaulting Bidder.

16. WAGES AND SALARIES

a. The successful Bidder shall comply with the prevailing wage and salary rates as required by the City of Lansing's Ordinance Section 206.18. The City shall have the right to audit payrolls. The successful Bidder shall submit weekly payrolls in order to verify compliance with federal, state and local Equal Opportunity Employment and prevailing wage rates. The successful Bidder upon being notified that it is in violation of Lansing Ordinance Section 206.18 and that an amount is due, shall pay the deficiency to the employees within 30 days from the date of the notification of the deficiency. The successful Bidder may be charged with a misdemeanor if it fails to pay the deficiency to the employees within 30 days from the date of the notice of the deficiency. If the successful Bidder is found guilty the successful Bidder shall:

1. Pay all wages and fringe benefits plus interest at 2% per month;
2. Pay the cost of collection by the City and;
3. The successful bidder shall be prohibited from bidding on or performing work as a subcontractor on or being awarded any contracts for the City for three (3) years from the date the successful bidder is found guilty.

b. For projects which are completely funded by local funds, the Minimum rates of pay are set forth for the City of Lansing, County of Ingham, State of Michigan by the U.S. Department of Labor. Copies are available from the City of Lansing Human Relations Department. The City requires submission of weekly payrolls from contractors to verify compliance with federal, state and local Equal Opportunity Employment, and prevailing wage rates. Resolution of any disputes regarding work classifications on projects completely funded by local funds will be the responsibility of the Human Relations Director. All parties to the dispute will be given ample opportunity to present their evidence. Requests for additional work classifications proposed to be used by the contractor, and which are not included in the U.S. Department of Labor wage determination utilized by the project will be submitted to the Human Relations Department prior to the start of construction. It is therefore the responsibility of Bidders to inform themselves as to the local labor conditions such as the length of work day and work week, overtime compensation, health and welfare contributions, labor supply and prospective changes or adjustments of rates and work classifications.

c. Projects which are funded in whole or in part by federal funds shall be subject to the Davis-Bacon Act and U.S. Department of Labor area wage determinations, the rates of pay set forth under GENERAL CONDITIONS, are the minimum to be paid during the term of the Contract. It is therefore the responsibility of Bidders to inform themselves as to the local labor conditions such as the length of work day and work week, overtime compensation, health and welfare contributions, labor supply and prospective changes or adjustments of rates and work classifications.

d. Failure on the part of the successful Bidder to comply with any provisions of this agreement shall be deemed a material breach of this contract.

17. EQUAL EMPLOYMENT OPPORTUNITY

Attention of Bidders is particularly called to the requirement for ensuring that employees and applicants for employment are not discriminated on any illegal basis including race, color, religion, sex, or national origin as required by the **City of Lansing's** Ordinance Section 206.21 (see Equal Opportunity Provisions).

MBE/WBE/HBE and LOCAL PARTICIPATION

It is the desire of the City to have increased participation by minority owned business enterprises (MBE), women owned business enterprises (WBE), and handicapper owner business enterprises (HBE) firms as well as City residents in the City's construction projects. In order to fulfill this desire, the City requests that vendors comply with several voluntary goals:

- 25% of total project hours performed by City residents
- 15% of subcontracted work performed by local subcontractors
- 19.03% workforce minority
- 17.51% workforce female

In order to achieve these goals, the City requests that the bidders of our construction projects participate in the following activities as well as any other activities the bidders feel will be of assistance in achieving these goals:

- Advertise regarding the timing and content of the projects.
- Advertise in local newspapers, trade publications and submit bid notices to MBE/WBE/HBE and local firms.
- Promote local piping, concrete, paving material and related suppliers.
- Hold informational meetings with local subcontractors regarding bonding and insurance requirements.

- Prequalify local subcontractors and suppliers
- Encourage all bidding contractors to maximize their local participation
- Cooperate with the City Human Relations Department and the City's recruiter in locating firms who can qualify as a subcontractor for the City's construction projects.

The City will have the following resources and/or programs available to assist the bidders in complying with these goals:

- A list of firms and agencies for mailing and advertisement.
- Human Relations and the City Recruiter will have available applications/inquiries by City residents to work on the projects.
- Formulate informational meetings for City residents and MBE/WBE/HBE firms to attend in order to communicate directly with bidder's staff and submit applications to the bidder's firms.

As part of your bid, you must submit specific project plans to meet the goals listed above. In addition, local utilization of subcontractors, suppliers and employees will be evaluated based on "good faith" efforts to solicit and award contracts to such firms/employees. These "good faith" efforts will be monitored by the City's Human Relations and Community Services Department.

As part of this proposal, the bidder must submit specific project plans to meet these goals.

These plans will be evaluated on the bidder's "good faith" efforts to have a work force goal for minorities of a minimum of 19.03% and a female goal of 17.51%.

In addition, plans for WBE, MBE and HBE participation will be evaluated based on "good faith" efforts to solicit and award contracts to such firms, and will be monitored by the City's Human Relations and Community Services Department.

Documentation of efforts identified above will be required of the awarded contractor, and are to include their subcontractors. It is strongly suggested and in the overall best interests of all concerned that this be followed.

The City also recognizes that there are local individuals and firms well qualified to participate to a significant degree in our construction projects and their involvement is encouraged by the City of Lansing as being in the overall best interests of these projects.

18. DEFAULT TO CITY

It is understood that any Bidder who is in default to the City at the time of opening of the Bid shall have the Bid declared null and void.

All vendors shall be current in payment of any taxes, licenses, fee, permits or any other moneys due the City at time of bid (rfqp, etc) due date. City of Lansing Ordinance Section 206.02(a)1(G).

19. SIGNATURES

All bids, notifications, claims and statements must be signed as follows:

- Corporations: Signatures of official shall be accompanied by a certified copy of the resolution of the Board of Directors authorizing the individual signing to bind the corporation. Each signature must be witnessed and notarized.
- Partnerships: Signatures of one partner shall be accompanied by a certified copy of the Power of Attorney authorizing signing to bind all partners. If bid is signed by all partners no authorization is needed. Each signature must be witnessed and notarized.
- Individual: No authorization is needed, but signatures must be witnessed and notarized.
- All bidders prior to submission of their bids shall complete and sign the Bid Proposal form, Statement of Prevailing Wage and Fringe Benefit form, Non-collusion and Non-segregation Affidavit of Prime Bidder forms, Bid Bond and Power of Attorney forms from your bonding firm. All subcontractors must sign forms for submittal within this period as well.

20. TAX LIABILITY

When the terms of this contract involve the lease of property, real or personal, to the City, it is understood that the Lessor shall be solely responsible for the payment of all taxes of any nature whatsoever that accrue on the property during the terms of the lease.

Sales Tax and Use Tax are applicable in this contract and are the sole responsibility of the Contractor.

21. SAFETY RULES AND REGULATIONS

It is understood that the Contractor shall perform all work under this Contract in accordance with all applicable provisions, policies, rules and standards of the Michigan Occupational Safety and Health Act (MIOSHA), being act 154 of Public Acts of 1974, as amended. Failure to comply with any applicable provisions, policies, rules and standards of the Michigan Occupational Safety and Health Act (MIOSHA), being Act 1511 of the Public Acts of 1974 and as amended shall constitute a material breach of this contract.

22. CITY ORDINANCE AND CHARTER REFERENCES

All **City of Lansing** ordinances and Charter sections applicable to this Contract are available at the Lansing City Clerk's office for the Contractor's inspection and review, and the Contractor understands that it is its sole responsibility to understand and fully comply with all applicable **City of Lansing** Ordinance and Charter sections.

23. NOT TO EXCEED OR NON-APPROPRIATION

The Contractor hereby recognizes that the City is a political body corporate, and that in the event the City fails to appropriate monies sufficient enough to pay its obligations herein, that the City may terminate this agreement without incurring any liability thereof, outstanding invoices excluded.

BID SECTION

BID PROPOSAL FORM, Page 1

UNIT PRICES

The unit prices for each of the several items in the proposal of each bidder shall include its prorata share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price bid represents the method to determine deductions or extras to the contract. Any bid not conforming to this requirement may be rejected as irregular. The special attention of all bidders is called to this provision, for should conditions make it necessary to revise the quantities, no limits will be fixed for such increased or decreased quantities nor extra compensation be allowed, provided the net monetary value of all such additive and subtractive changes in quantities of such items work (i.e., difference in cost) shall not increase or decrease the original contract price by more than twenty five percent (25%) except for work not covered in the Drawings and Technical Specifications.

PROPOSAL

The undersigned, hereinafter referred to as CONTRACTOR, proposes to furnish all labor, materials, equipment, facilities and supervision required for completion of the PROJECT IN STRICT ACCORD with the General Conditions, Specifications, and Drawings, as prepared by the City of Lansing; which documents have been examined, and according to site conditions which exist and agrees that it will accept as payment in full the following sum: \$

FIRM NAME

BY _____ DATE _____
(Bidder's Signature)

(Printed Name of Signatory) TITLE _____

For purposes of determining which proposal will be selected by the City, the proposals received will be compared on the basis of the summation of the products of the quantities of items listed and the unit prices bid. In the case of a discrepancy between the total shown in the proposal and that obtained by adding the products of the quantities of items and the unit prices, the unit prices as written in the proposal shall govern, and any errors found in said computations will be corrected.

BID GUARANTY

A certified check, negotiable U.S. Government Bonds (at par value), Small Business Administration Guaranteed Securities, a Bid Bond or a bank draft in an amount equal to not less than five percent (5%) of the Bid Proposal payable to the Owner which may be retained by the Owner if the undersigned fails to execute the contract and furnish the required bond within 10 days after receiving notice of award, accompanies this proposal. Bidder agrees that the City shall not be prohibited or have waived its rights to exercise any other rights or remedies available to the City under the law if the Bidder fails to execute the contract and furnish the required bonds and/or proof of general liability insurance within ten (10) calendar days after receiving notice of the award.

Any bid bond accompanying this Proposal will automatically obligate the bonding company issuing such bond to furnish Performance and Labor and Materials Bonds in the event that Contractor is the successful bidder, regardless of any stipulation in the bond to the contrary.

PERFORMANCE BOND

The undersigned Bidder represents to the City and the City relies on the Bidder's reputation that, if awarded the Contract, the Bidder will deliver to the Owner a satisfactory Performance and Payment Bond, in the full amount (100%) of the total Contract price, within ten (10) calendar days after the prescribed forms are presented for signature or within the time granted by the City Purchasing Director. The cost of the Bond shall be included in the Total Bid Price contained in this proposal

The Contractor represents to the City and the City relies on the representations that all Federal, State and Local taxes of whatever character and description are included in this Bid Proposal.

TIME OF COMPLETION

The Bidder agrees that time is of the essence, and Contract completion shall be **FORTY (40) WORKING DAYS** from written notice to proceed.

CONTRACTOR'S DUMP SITE: (Location of Dump Site for Waste Material)

NOTE: For City of Lansing projects, according to P.A. 641, ALL MATERIALS THAT MUST BE DISPOSED OF IN A LANDFILL, MUST BE SENT TO THE APPROPRIATELY LICENSED LANDFILL IN INGHAM, EATON OR CLINTON COUNTIES ONLY.

ADDENDA

The Contractor acknowledges receipt of the following Addenda covering revisions to the drawings and/or Specifications, and the full cost, if any, of such revisions has been included in

Addendum Number_____ Dated

Addendum Number_____ Dated

Addendum Number_____ Dated

ANY BID PROPOSAL RECEIVED WITHOUT EACH ADDENDUM LISTED BY NUMBER AND DATE RECEIVED ON THE OUTSIDE OF THE BID PROPOSAL ENVELOPE MAY BE DECLARED A NON RESPONSIVE BID.

BID TO REMAIN FIRM

It is understood that all bids are binding for **Ninty (90)** calendar days from the date of bid opening and that the owner may reject any and all bids.

FIRM NAME

FEDERAL IDENTIFICATION NUMBER

ADDRESS

BY _____ TITLE _____
(BIDDER'S SIGNATURE)

(Printed Name of Signatory) DATE _____

TELEPHONE NUMBER () - _____

PRINCIPLES OF FIRM

NAME _____

TITLE _____

NAME _____

TITLE _____

NAME _____

TITLE _____

AFFIDAVIT
FOR
PAYMENT OF PREVAILING WAGE AND FRINGE BENEFITS

BY

I _____
(NAME) (OFFICIAL TITLE)

of _____, do hereby certify that _____ (COMPANY NAME)
prevailing wage and fringe benefits, as determined by statistics compiled by the U.S. Department of Labor and
related to the Greater Lansing Area by said department will be paid for labor hired and paid on this project.
Proof of compliance shall be furnished to the Human Relations Department before payments can be made on
this contract.

(SIGNATURE)

(COMPANY)

(ADDRESS)

Subscribed and sworn before me this

_____ day of _____, 20_____

(NAME OF NOTARY PUBLIC) (COMMISSION EXPIRATION)

(SIGNATURE OF NOTARY PUBLIC) (COUNTY)

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____, County of _____.

_____, being first duly sworn, deposes and says that:
(NAME)

(1) He / she is

the _____, of _____.
(TITLE) (COMPANY NAME)

(2) He / she is fully informed respecting preparation and content of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and not a collusive or sham bid;

(4) Neither the Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has any way colluded, conspired, connived, or agreed directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost element of the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the **City of Lansing** or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any other collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(SIGNATURE)

(TITLE)

Subscribed and sworn before me

This ____ day of _____, 20____

Signature of Notary Public

Name of Notary _____,

County _____, Commission Expiration _____.

AFFIDAVIT FOR NON-SEGREGATION FACILITIES

BY

(COMPANY NAME)

The Bidder certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Bidder certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of sub-contracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that it will retain such certifications in its files. The bidder declares the following legal status in submitting this Proposal:

(Check One)

- ☐ A corporation organized and existing under the laws of the State of
☐ A partnership
☐ An individual doing business as

Federal Identification Number _____

—
Respectfully submitted,

_____(SIGNATURE)

_____(TITLE)

_____(DATE)

(Affix Corporate Seal if Non-Michigan Corporation)

LIST OF SUBCONTRACTORS

The undersigned certifies that the Bidder whose name appears on this proposal has permission to use our name as Subcontractor for performing the items designated, if no subcontractor is named the contractor must perform the work with his own force:

Designated Items:	Name of Contractor or Subcontractor Doing Work:
_____	NAME _____
	BY _____
	ADDRESS _____
	TELEPHONE _____
_____	NAME _____
	BY _____
	ADDRESS _____
	TELEPHONE _____
_____	NAME _____
	BY _____
	ADDRESS _____
	TELEPHONE _____
_____	NAME _____
	BY _____
	ADDRESS _____
	TELEPHONE _____
_____	NAME _____
	BY _____
	ADDRESS _____
	TELEPHONE _____

STATEMENT OF BIDDER'S QUALIFICATIONS
(TO BE SUBMITTED BY THE BIDDER UPON THE REQUEST OF THE
CITY OF LANSING)

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate, attached sheets. The Bidder may submit any additional information it desires.

1. Name of Bidder.
2. Permanent main office address.
3. Date Organized.
4. If a corporation, where and when incorporated.
5. How many years have you been engaged in the contracting business under your present firm or trade name?
6. Contracts on hand (schedule these showing gross dollar amount of each contract and the appropriate anticipated dates of completion and the location of the work).
7. General character of work performed by you.
8. Have you ever failed to complete any work awarded to you? If so, where and why?
9. Have you ever defaulted on a contract? If so, where and why?
10. List the more important projects completed by your company within the past three years, stating the approximate cost for each and the month and year completed and the location of the work.
11. List your major equipment and number of full time employees available for this contract.
12. State your experience in construction work similar in terms of cost and size to this project.
13. Describe the background and experience of the principal members of your organization, including the officers.
14. Supply three (3) references that can be contacted and can illustrate the capability of the company and staff:

I. Project:

Contact Person:

Telephone:

II. Project:

Contact Person:

Telephone:

III. Project:

Contact Person:

Telephone:

15. Credit Available:

16. Bank Reference:

17. Will you, upon request, fill out a detailed confidential financial statement and furnish any other information that may be required by the City of Lansing?

The undersigned hereby authorizes and requests any person firm or corporation to furnish any information requested by the City of Lansing in verification of the recitals comprising this Statement of Bidder's Qualifications.

Signed at

this _____ day of _____ 20_____.

(NAME OF BIDDER)

By: _____

Title: _____

State of _____

County of _____

_____ being duly sworn

deposes and says that he/she is _____ (TITLE)

of _____ (COMPANY)

and that the answers to the foregoing questions and all statements therein contained are true and correct.

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

Name of Notary _____

Signature of Notary _____

County _____ Commission Expiration _____

FORM OF AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2010,
by and between THE CITY OF LANSING, MICHIGAN, hereinafter called the "**City of Lansing**" and
_____, ☐ a corporation
_____, ☐ a partnership
_____, ☐ an individual

hereinafter called the "Contractor";

WITNESSETH, that the **City of Lansing** and the Contractor for the consideration stated herein mutually agree as follows:

ARTICLE 1. STATEMENT OF WORK: The Contractor shall furnish all labor and materials and perform all work in accord with the Contract Documents as prepared by the **City of Lansing**, and identified below in Article 3.

ARTICLE 2. THE CONTRACT SUM: The **City of Lansing** shall pay the Contractor for performance of the Contract in current funds, subject to additions and deductions as provided in Conditions to the Contract, the total sum of

_____ Dollars (\$_____)

ARTICLE 3. CONTRACT DOCUMENTS: The executed Contract Documents shall consist of the following:

- a. This Agreement
- b. Addenda
- c. Instruction to Bidders
- d. Signed Copy of Proposal
- e. Statement of Payment of Prevailing Wage
- f. Noncollusion Affidavit
- g. Statement of Non Segregated facilities
- h. General Conditions
- i. Special Conditions
- j. Technical Specifications
- k. Drawings (as listed in the Schedule of Drawings)
- l. Insurance Certificates
- m. Notice to Proceed
- n. Bid, Performance, and Payment Bonds
- o. Wage Decision

This AGREEMENT, together with the other documents enumerated in Article 3, which, with said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the complete Contract between the parties hereto. Any terms or the conditions not set forth herein shall not be binding on either party to this agreement. In the event that any provisions in any other component part of this Contract conflicts with any provisions of any other component part, the provisions of the component part first enumerated in this Article 3 shall govern, except as otherwise specifically stated. This Agreement or any of its terms or conditions cannot be modified, amended or waived unless in writing and executed by both parties to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in 3 original copies on the day and year above written.

ATTEST:

CONTRACTOR

Witness

Contractor's Authorized Signature

Contractor Name

Address

City/State /Zip

Date

CITY OF LANSING, a
Michigan Municipal corporation

Witness

Virg Bernero, Mayor

Date

Date

APPROVED AS TO FORMS ONLY

By _____
City Attorney

I hereby certify as to the availability of the funds in account
1289046140.975000

By _____
Controller

CERTIFICATION

I, _____, certify that I am
the _____ (TITLE)
of the corporation, partnership, or proprietorship named as
Contractor herein; that _____ (NAME)
who signed this Agreement on behalf of the Contractor was then
the _____ (TITLE) of the corporation,
partnership, or proprietorship; that said Agreement was duly signed for and in behalf of said
_____ (FIRM NAME)
by authority of its governing body, and is within the scope of its corporate, partnership, or proprietorship
powers.

CORPORATE SEAL

Signed: _____

Name: _____

Title: _____

Date: _____

(Strike out business forms not applicable and initial.)

PERFORMANCE AND PAYMENT BOND (OR BONDS)

Following the Form of Agreement, insert the approved form of the statutory surety bond or bonds to insure the performance of the Contract and payment of labor and materials. In addition to the corporation signatures of the surety company(ies) in the bond(s), each bond should be countersigned by the Surety Company's attorney-in-fact, authorized to act within the state in which the Project is situated.

GENERAL CONDITIONS

101. DEFINITIONS

Whenever used in any of the Contract Documents, the following meanings shall be given to the terms herein defined:

- a. The term "Contract" means the Contract documents executed by the **City of Lansing** and the Contractor, of which these GENERAL CONDITIONS, PARTS I and II form a part.
- b. The term "City" or a specified Department thereof means the **City of Lansing**, Michigan which is authorized to undertake this Contract.
- c. The term "Contractor" means the bidder whose proposal is accepted by the City and/or the person, firm, or corporation entering into the Contract Documents.
- d. The term "Engineer" means the MANAGEMENT SERVICES Department Director or an authorized representative.
- e. The term "Local Government" means the **City of Lansing**, Michigan, within which the Project Area is situated.
- f. The term "Contract Documents" means and shall include the following: Executed Agreement, Addenda (if any), Invitation for Bids, Instructions to Bidders, Signed Copy of Bid, General Conditions, Special Conditions, Technical Specifications, and Drawings (as listed in the Schedule of Drawings), Supplemental Safety Specifications for Accident and Fire Prevention, Supplemental Specifications for Division I and Division II, "Special Provisions", and detail sheets and maps as required.
- g. The term "Drawings" means the drawings listed in the Schedule of Drawings.
- h. The term "Technical Specifications" means the part of the Contract Documents which describes, outlines and stipulates: the quality of materials to be furnished; the quality of workmanship required; and the methods to be used in carrying out the construction work to be performed under this Contract.
- I. The term "Addendum" or "Addenda" means any changes, revisions, or clarifications of the Contract Documents which have been duly issued by the **City of Lansing** to prospective Bidders prior to the time of receiving Bids.
- j. The term "Provide" as used herein shall be defined to mean "furnish and install, complete in place and ready for operation and use".
- K. The term "Standard" as used herein shall be defined to mean all documentation related and including the contract documents, technical, specifications and addendums.

102. SUPERINTENDENCE BY CONTRACTOR

- a. The Contractor shall provide a competent superintendent, satisfactory to the **City of Lansing**, on the work site at all times during working hours with full authority to act for him. The Contractor shall provide an adequate and properly trained staff for the proper coordination and expediting of its work.
- b. The Contractor shall lay out its own work and shall be responsible for all work executed under the contract. All figures and elevations shall be verified by the contractor before proceeding with the work and the contractor shall be held solely responsible for any error resulting from its failure to do so.

103. SUBCONTRACTS

- a. The Contractor shall not execute an agreement with any subcontractor, or permit any subcontractor to perform any work included in this contract, until it has submitted a non-collusion affidavit from the subcontractor in the form shown below and have received prior, written approval of such subcontractor from the City of Lansing.
- b. The Contractor shall be fully responsible to the City of Lansing for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them.
- c. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to require compliance by each subcontractor with the applicable provisions of this Contract.
- d. Nothing contained in this Contract shall create any contractual relationship between any subcontractor and the **City of Lansing**.

103.1 STATEMENT OF NON-COLLUSION FOR SUBCONTRACTORS

State of _____)
) ss
County of _____)

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

(1) He / she is _____

- (2) _____ of hereinafter referred to as the "Subcontractor";
- (2) He / she is fully informed respecting the preparation and contents of the Subcontractor's Proposal submitted by the Subcontractor to _____, the Contractor for certain work in connection with the Contract pertaining to this Project, in Lansing, Michigan;
- (3) Such Subcontractor's Proposal is genuine and is not a collusive or sham proposal;
- (4) Neither the Subcontractor nor any of its officers, partners, owners, agents, representatives, employees, or parties including this affiant, has in anyway colluded, conspired, connived or agreed, directly or indirectly, with any bidder, firm, person to refrain from submitting a Proposal in connection with such act, or has in any manner, directly or indirectly sought by unlawful agreement or connivance with any Bidder to fix any overhead profit or cost element of the price or price in said Subcontractor's Proposal, or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the **City of Lansing** or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the Subcontractor's Proposal are fair and proper and not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

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

Signature of Notary _____
Name of Notary _____

County of _____

Commission Expiration _____

104. OTHER CONTRACTS

The City of Lansing may award, or may have awarded, other Contracts for additional work, and the Contractor shall cooperate fully with such other Contractors, by scheduling his own work with that to be performed under other Contracts as may be directed by the City of Lansing. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor as scheduled.

105. FITTING AND COORDINATION OF THE WORK

The Contractor shall be responsible for the proper fitting of all work and for the coordination of the operations of all trades, subcontractors, or natural men engaged upon this Contract. He shall be prepared to guarantee to each of its subcontractors the locations and measurements which they may require for the fitting of their work to all surrounding work.

106. MUTUAL RESPONSIBILITY OF CONTRACTORS

If, through acts of neglect on the part of the Contractor, any other Contractor or any subcontractor shall suffer, loss or damage on the work, the Contractor shall settle with such other Contractor or Subcontractor by agreement or arbitration.

107. MATERIALS, APPLIANCES, EMPLOYEES

Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, water, tools, equipment, transportation, and other facilities necessary for the execution of the work. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of good quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials. The Contractor shall enforce strict discipline and good order among its employees, and shall not employ anyone not skilled in the work assigned to him.

108. UNIT PRICE, PROGRESS SCHEDULE AND NOTICE TO PROCEED

a. **BREAKDOWN OF CONTRACT PRICE:** When requested by the City the Contractor shall furnish a complete breakdown of the work, so arranged and itemized as to meet the approval of the City. When approved, this breakdown shall form the basis for determining the amount of partial payments to the Contractor.

b. **PROGRESS SCHEDULE:** The Contractor shall promptly submit to the City a carefully considered progress schedule, showing the proposed dates of starting and of finishing each of the major subdivisions of the work shown in the cost breakdown. The schedule shall also show percentage of completion on the first of each month and shall show that all work is to be completed within the contract time. Said progress schedule shall be attached to this Contract and will become a part of this Contract. Failure to submit a progress schedule to the City which meets with City approval shall constitute a material breach of this Contract.

c. **Notice to Proceed:** After execution of the Agreement, a written Notice to Proceed will be issued to the Contractor. Contractor shall notify the **City of Lansing** in writing of the beginning of construction. When contracts having federal funding are involved, the Human Relations Department will so notify the implementing department in writing when all federal guidelines are met.

109. PAYMENTS

a. The Contractor hereby designates _____ who will submit written requests for any progress payments to _____ of the City. The Contractor agrees that failure on the part of the Contractor's representative to submit a written request for progress payments to the City representative designated in this agreement and at such times as provided in this agreement shall not constitute a valid progress payment request and need not be honored by the City. The Contractor further agrees that failure to submit a proper payment request shall not entitle the Contractor to any interest on the amounts past due in the contractor's next request for payment.

The Contractor agrees that the partial payment request shall consist of the cost of work certified as completed to the date as estimated in the "Breakdown of Contract Price" subject to the deductions of:

- (1) ten percent (10%) of the dollar value of work in place or ten percent (10%) of fifty percent (50%) of the total contract amount, whichever is less, and
- (2) the amount of previous payments to the Contractor, and
- (3) ten percent (10%) of the dollar value of work which is certified as more than fifty percent (50%) in place, if the City in its sole discretion determines that the Contractor is not making satisfactory progress, or that the Contractor is not performing the Contract in a satisfactory manner. The Contractor agrees that the City shall have the option to submit any dispute concerning whether the Contractor is making satisfactory progress or is not performing the Contract in a satisfactory manner and is thus entitled to continue withholding ten percent (10%) as retainment to a third party. The Contractor agrees that for purposes of this section the word "unsatisfactory" shall mean that the Contractor is failing to comply with any section of this contract or with any part of the project schedule submitted by the Contractor which schedule has been approved by the City.

The City shall deposit any retained funds in an interest bearing account in the City of Lansing's name, and the Contractor agrees to pay all expenses regarding the deposit, investment, and administration with the interest bearing account and all other charges associated with the interest bearing account. The Contractor agrees that the City shall have sole control over the interest bearing account. The Contractor agrees that the interest rate paid on a regular passbook savings account at any federally chartered financial institution shall be the proper and reasonable interest which shall be paid on any retainment of the Contractor.

If this Contract has a total estimated dollar value of less than thirty thousand dollars (\$30,000) or this Contract provides for three or fewer payments or does not involve the construction, alteration, demolition or repair of a City facility, or involves the use of state or federal monies, whether in whole or in part, then any payments made pursuant to written partial payment requests by the Contractor shall consist of the cost of work certified as completed to such date as estimated in the "Breakdown of Contract Price" subject to the deductions of:

- (1) ten percent (10%) of the sum to be retained until final payment, and
- (2) the amount of previous payments to the contractor.

At any time after 95% of the written contract is complete and at the request of the original contractor, the City may reduce the retainage to an amount not less than the value of the work to be completed.

b. Final Payments: After the final inspection by the **City of Lansing** of all work under the Contract, the Contractor shall prepare its requisition for final payment and submit it to the Owner's Representative for approval. The final payment shall consist of the total cost of all work, as adjusted in accordance with approved change orders, less all previous payments to the Contractor and subject to withholding of any amount due the **City of Lansing** under "Liquidated Damages", Section 112 of the GENERAL CONDITIONS, if applicable less the costs of depositing, investing and administering the retained amount or any other costs associated with the interest bearing account.

It is further agreed that before final estimate or payment is made, the Contractor will furnish a release from the Board of Water and Light to the **City of Lansing** as evidence that all claims of the Board have been satisfied whether or not such claims are due to its or its Subcontractor's negligence, purchases or other debt incurred during the performance of this Contract; that in case said release be not furnished by aforesaid Contractor, such sums as the City may deem necessary to meet claims of said Board will be retained by the City from monies due or to become due the Contractor under this contract and claims of said Board shall be fully discharged and said release furnished by the City.

c. Withholding Payments: The **City of Lansing**, before making any payment, will require the Contractor to furnish releases or receipts from any or all persons performing work and supplying material or services to the Contractor, or any Subcontractor, if this is deemed necessary to protect its interest. The **City of Lansing**, however, may make payment in part or in full to the Contractor without requiring the furnishing of such releases or receipts and any payments so made shall in no way impair the obligations of any surety or sureties on any bond or bonds furnished under this Contract.

d. Payments Subject to Submission of Certificates: Each payment to the Contractor by the City of Lansing shall be made subject to the following:

- (1) Submission by the Contractor of all written certifications required of it and its Subcontractors under GENERAL CONDITIONS, and
- (2) No payment made under the Contract shall act as a waiver of the right of the City of Lansing to require the fulfillment of all of the terms of the Contract. The City reserves the right to issue joint warrants naming the prime and subcontractors when such action is in the interest of the City.

e. The Contractor shall not withhold any retainage from payments to suppliers unless there is an executed written agreement to that effect between the Contractor and the supplier.

110. CHANGES IN THE WORK

a. If applicable unit prices are contained in the Agreement (established as a result of either a unit price bid or Supplemental Schedule of Unit Prices submitted with a lump-sum bid) the **City of Lansing** shall order the Contractor to proceed with desired changes in the work, the value of such changes to be determined by the measured quantities involved and the applicable unit prices specified in the Contract; provided that, in case of a unit price contract the net value of all changes does not increase or decrease the original total amount shown in the Agreement by more than twenty-five percent (25%).

b. If applicable unit prices are not contained in the Agreement or if the total net change increases or decreases the total Contract Price more than twenty-five percent (25%), the **City of Lansing** shall, before ordering the Contractor to proceed with desired changes, request an itemized proposal from them covering the work involved in the change. The allowance for overhead and profit combined, included in the total cost to the Owner, shall be based on the terms described in paragraph (e).

c. The allowance for overhead and profit combined, included in the total cost to the owner, shall not exceed 15% of the cost whether or not the work is done by the contractor, a subcontractor, or a sub-subcontractor.

The cost to which overhead and profit is to be applied shall be determined in accord with paragraph (d).

d. Cost, overhead, and net value shall be described as follows:

(1) Cost shall be limited to the following: Cost of materials including sales and use taxes and the cost of delivery, cost of labor, including social security, old age and unemployment insurance, and fringe benefits under collective bargaining agreements; Worker's Compensation insurance; bond premiums; and rental value of power tools and equipment.

(2) Overhead shall include the following: Supervision, superintendence, wages of timekeepers, watchmen and clerks, hand tools, incidentals, general office expense, and all other expenses not included in "cost".

(3) If the net value of a change results in a credit from the subcontractor, the credit shall be the net cost without overhead and profit.

e. After reviewing the proposals, the procedures will be as follows:

(1) If the proposal is acceptable the **City of Lansing** will prepare the change order in accordance therewith for acceptance by the Contractor.

(2) If the proposal is not acceptable and prompt agreement between the two parties cannot be reached, the **City of Lansing** may reject the proposal and order the Contractor to proceed with the work on a cost-plus-limited basis. A cost-plus-limited basis is defined as the net cost of the Contractor's labor, materials, and insurance plus a percent of said net cost to cover overhead and profit as quoted on the Proposal Form the total cost not to exceed a specified limit.

f. Each change order shall include:

(1) a detailed description of the change being requested,

(2) the Contractor's proposal,

(3) a statement as to the resulting change in the contract, and

(4) a statement that all work shall be performed in accord with contract requirements, except as modified by change order.

111. CLAIMS FOR EXTRA COST

a. If the Contractor claims that any instructions by drawings or otherwise, involve extra cost or extension of time, beyond the approved progress schedule, it shall, within ten (10) days after the receipt of such instructions, and in any event before proceeding to execute the work, submit its protest thereto in writing to the **City of Lansing**, stating clearly and in detail the basis of its objections. No such claim will be considered unless so made.

b. Any discrepancies which may be discovered between actual conditions and those represented by the Drawing, shall at once be reported to the **City of Lansing** and work shall not proceed, except at the Contractor's risk, until written instructions have been received by them from the **City of Lansing**.

c. If, on the basis of the available evidence, the **City of Lansing** determines that an adjustment of the Contract Price and/or time is justifiable, the procedure shall then be as provided for in Section 110, CHANGES IN THE WORK, GENERAL CONDITIONS, PART I.

112. TERMINATION, DELAYS, AND LIQUIDATED DAMAGES

a. Owner's Right to Terminate Contract: If the Contractor should be adjudged as bankrupt, or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or if it refuses or fails to prosecute the work with such diligence as will insure its completion within the time specified in these Contract Documents, plus an extension thereof as provided in these Contract Documents, or if it should fail to make prompt payment to subcontractors or for materials or labor, or persistently disregard laws, ordinances or instructions of the Owner's Representative, or otherwise be guilty of a violation of any provision of the contract then the **City of Lansing** by written notice to the Contractor, may terminate the Contractor's right to proceed with the work. Upon such termination, the **City of Lansing** may take over the work and prosecute the same to completion, by contract or otherwise, and the Contractor and its sureties shall be liable to the **City of Lansing** for any additional cost incurred by the **City of Lansing** in its completion of the work and they shall also be liable to the **City of Lansing** for liquidated damages for any delay in the completion of the work as provided below. If the Contractor's right to proceed is terminated, the **City of Lansing** may take possession of and utilize in completing the work such materials, tools, equipment, and plant as may be on the site of the work and necessary therefore, and in such case the Contractor shall not be entitled to receive any further payment until the work is finished.

b. Liquidated Damages for Delays: If the work is not completed within the time stipulated in TIME FOR COMPLETION, refer to General Conditions, Paragraph 134, including any extensions of time for excusable delays as herein provided or reductions in time due to omission of part of the work, the Contractor and its surety shall be liable and shall pay to the **City of Lansing** as fixed, agreed, liquidated damages (it being impossible to determine the actual damages occasioned by the delay) for each calendar day of delay, until the work is completed in the amount of **\$100.00 per calendar day**. The total liquidated damages shall be deducted from any final payment due and owing to the Contractor upon completion of the Project.

The Contractor shall commence work on or before the date to be specified by the Owner in a written "Notice to Proceed" and fully complete the project within the time stipulated in TIME FOR COMPLETION. As liquidated damages, the Contractor shall be charged **\$100.00 per calendar day**. The parties hereby acknowledge that time is of the essence for completion of the project on the date specified.

113. ASSIGNMENT OR NOVATION

The Contractor shall not assign or transfer, whether by an assignment or novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this Contract without the prior written consent of the **City of Lansing**; provided, however, that assignments to banks, trust companies, or other financial institutions may be made without the consent of the **City of Lansing**. No assignment or novation of this Contract shall be valid unless the assignment or novation expressly provides that the assignment of any of the Contractor's rights or benefits under the Contract is subject to a prior lien for labor performed, services rendered, and materials, tools, and equipment supplied for the performance of the work under this Contract, in favor of all persons, firms, or corporations rendering such labor or services or supplying such materials, tools, or equipment.

114. DISPUTES

- a. All disputes arising under this Contract or its interpretation, except those disputes or claims covered by the FEDERAL STANDARDS PROVISIONS under GENERAL CONDITIONS, if applicable, whether involving law or fact or both, or extra work, and all claims for alleged breach of contract shall, within ten (10) days of commencement of the dispute, be presented, in writing, by the Contractor to the Owner's Representative and City Attorney for decision. All paper pertaining to claims shall be filed in quadruplicate. Such notice need not detail the amount of the claim but shall state the facts surrounding the claim in sufficient detail to identify the claim together with its character and scope. In the meantime, the Contractor shall proceed with the work as directed. Any claim not presented within the time limit specified within this paragraph shall be deemed to have been waived, except that if the claim is of a continuing character and notice of the claim is not given within ten (10) days of its commencement, the claim will be considered only for a period commencing ten (10) days prior to the receipt by the **City of Lansing** of notice thereof.
- b. If the Contractor does not agree with any decision of the **City of Lansing**, it shall in no case allow the dispute to delay the work but shall notify the **City of Lansing** that it is proceeding with the work under protest and it may then except the matter in question from the final release.

115. TECHNICAL SPECIFICATIONS AND DRAWINGS

Anything mentioned in the Technical Specifications and not shown on the Drawings, or shown on the Drawings and not mentioned in the Technical Specifications, shall be of like effect if shown on or mentioned in both. In case of difference between Drawings and Technical Specifications, the Technical Specifications shall govern. In case of discrepancy in Drawings or Technical Specifications, the manner shall be immediately submitted to the **City of Lansing** for decision. Said discrepancy shall not be adjusted by the Contractor, save only at its own risk and expense.

116. REQUESTS FOR SUPPLEMENTARY INFORMATION

It shall be the responsibility of the Contractor to make timely requests of the **City of Lansing** for any additional information not already in its possession which should be furnished by the **City of Lansing** under the terms of this Contract, and which it will require in the planning and execution of the work. Such requests may be submitted in writing from time to time as the need is approached, but each shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay. The Contractor shall be fully responsible for any delay in its work or to others arising from its failure to comply fully with the provisions of this Section.

117. MATERIALS AND WORKMANSHIP

- a. Unless otherwise specifically provided for in the Technical Specifications, all workmanship, equipment, materials and articles incorporated in the work shall be new and the best grade of respective kinds for the purpose. Where equipment, materials articles or workmanship are referred to in the Technical Specifications as "equal to" any particular standard, the **City of Lansing** shall decide the question of equality.
- b. The Contractor shall furnish to the **City of Lansing** for approval the manufacturer's detailed specifications for all machinery, mechanical and other special equipment, which it contemplates installing together with full information as to type, performance characteristics, and other pertinent information as required, and shall likewise submit for approval as required full information concerning all other materials or articles which it proposes to incorporate in the work. (See Section 116 hereof).
- c. Machinery, mechanical and other equipment, materials or articles installed or used without such prior approval shall be at the risk of subsequent rejection.
- d. Materials specified by reference to the number or symbol of a specific standard, such as an A.S.T.M. Standard, or a Federal Specification or other similar standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the

Invitation for Bids, except as limited to type, class or grade, or modified in such reference. The standards referred to, except as modified in the Technical Specifications shall have full force and effect as through printed therein.

e. The **City of Lansing** may require the Contractor to dismiss from the work site such employee or employees as the City of Lansing may deem incompetent, careless, or insubordinate.

118. SAMPLES, CERTIFICATES AND TESTS

a. The Contractor shall submit all material or equipment samples, certificates, affidavits, etc., as called for in the Contract Documents or required by the **City of Lansing** promptly after award of the Contract and acceptance of the Contractor's bond. No such material or equipment shall be manufactured or delivered to the site, except at the Contractor's own risk, until the required samples or certificates have been approved in writing by the City of Lansing. Any delay in work caused by late or improper submission of samples or certificates for approval shall not be considered just cause for an extension of the Contract time.

Each sample submitted by the Contractor shall carry a label giving the name of the Contractor, the project for which it is intended, and the name of the producer. The accompanying certificate or letter from the Contractor shall state that the sample complies with Contract requirements, shall give the name and brand of the product, its place of origin, the name and address of the producer and all specifications or other detailed information which will assist the City of Lansing in passing upon the acceptability of the sample promptly. It shall also include the statement that all materials or equipment furnished for use in the projects will comply with the samples and/or certified statements.

b. Approval of any materials shall be general only and shall not constitute a waiver of the **City of Lansing's** right to demand full compliance with the Contract requirements. After actual deliveries, the City of Lansing will have such check tests made as it deems necessary in each instance and may reject materials and equipment and accessories for cause, even though such materials and articles have been given general approval. If materials, equipment, or accessories which fail to meet check tests have been incorporated in the work, the **City of Lansing** will have the right to cause their removal and replacement by proper materials or to demand and secure such preparation by the Contractor as is equitable.

c. Except as otherwise specifically stated in the Contract, the cost of sampling and testing will be divided as follows:

- (1) The Contractor shall furnish all tests without extra cost, including packing and delivery charges, and all samples required for testing purposes;
- (2) The Contractor shall assume all costs of re-testing materials which fail to meet contract requirements; and
- (3) The Contractor shall assume all costs of testing materials offered in substitution for those found deficient.

119. PERMITS AND CODES

a. The Contractor shall give all notices required by, and comply with, all applicable laws, ordinances, and codes of the local, State and Federal Governments. All disconnections and demolition shall comply with all applicable ordinances and codes, including all written waivers. Before beginning the work, the Contractor shall examine the Drawings and Technical Specifications for compliance with applicable ordinances and codes, and shall immediately report any discrepancy to the City of Lansing. Where the requirements of the Drawings and the Technical Specifications fail to comply with such applicable ordinances or codes, the **City of Lansing** will adjust the Contract by Change Order to conform to such ordinances or codes (unless waivers in writing covering the difference have been granted by the Governing Body or Department) and make appropriate adjustment in the Contract Price. Should the Contractor fail to observe the foregoing provisions and do work at variance with any applicable ordinances or code including any written waivers (notwithstanding the fact that such methods are in compliance with the Technical Specifications), the Contractor shall correct the methods of doing such work without cost to the City of Lansing, but a change order will be issued to cover only the excess cost the Contractor would have been entitled to receive if the change had been made before the Contractor commenced work on the items involved.

- b. The Contractor shall secure from the appropriate department of the **City of Lansing** all permits for construction or demolition necessary under the local regulatory body or any of its agencies. Cost to be paid by the contractor. Permits required by agencies other than the City shall be at the Contractor's expense unless so indicated in the bid.
- c. The Contractor shall comply with the applicable laws and ordinances governing the disposal of materials, debris, rubbish, and trash on or off the Project Area.
- d. The Contractor shall comply with the applicable laws and ordinances with respect to this project. The Contractor shall commit no trespass on any public or private property in any operation due to or connected with the work under this Contract.

120. ROYALTIES AND PATENTS

The Contractor shall pay all royalties and license fees. It shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof, except that Owner shall be responsible for all such loss when a particular process or the product of a particular manufacture or manufactures is specified, but if the Contractor has information that the process or article specified is an infringement of a patent it shall be responsible for such loss unless it promptly gives such information to the Owner's Representative, and the City Attorney.

121. CARE OF WORK

- a. The Contractor shall be responsible for all damages to persons or property that occur as a result of its fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all work performed until completion and final acceptance, whether or not the same has been covered in whole or in part by payments made by the **City of Lansing**.
- b. The Contractor may at its discretion provide watch persons, unless otherwise specified in Special Conditions.
- c. In an emergency affecting the safety of life or property, on or adjoining the site, The contractor shall act, either at its own discretion or as instructed by the **City of Lansing** to prevent such threatened loss or injury. Any compensation claimed by the Contractor on account of such emergency work will be determined by the City of Lansing as provided in Section 110, CHANGES IN THE WORK, GEN. CONDITIONS PT I.
- d. Outside the scope of this project the Contractor shall not damage sidewalks, streets, curbs, pavements, utilities, structures, or any other property, either on or adjacent to the site. He shall repair at its own expense and in a manner satisfactory to **City of Lansing** any damages thereto caused by its operation.
- e. The Contractor shall shore up, brace, underpin, secure, and protect as may be necessary, all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be in any way affected by the excavations or other operations connected with the construction of the improvements embraced in this Contract. The Contractor shall be responsible for the giving of any and all required notices to any adjoining or adjacent property owner or other party before the commencement of any work. The Contractor shall indemnify and save harmless the **City of Lansing** from any damages on account of settlements or the loss of lateral support of adjoining property and from all loss or expense and all damages for which the City of Lansing may become liable in consequence of such inquiry or damage to adjoining and adjacent structures and their premises.

122. ACCIDENT PREVENTION

The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to property, either on or off the site, which occur as a result of its fault or negligence in connection with the prosecution of the work. The safety provisions of applicable laws and building and construction codes shall be observed and the Contractor shall take or cause to be to

be taken such additional safety and health measures as the City of Lansing may determine to be reasonably necessary. Machinery, equipment, and all other hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, Inc., to the extent that such provisions are not in conflict with applicable local laws.

123. SANITARY FACILITIES

The Contractor shall furnish, install, and maintain ample sanitary facilities for the workmen. As the needs arise, a sufficient number of enclosed temporary toilets shall be conveniently placed as required by the sanitary codes of the State and City of Lansing. Drinking water shall be provided from an approved source, so piped or transported as to keep it safe and fresh and served from single service containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing and governing health regulations.

124. USE OF PREMISES

- a. The Contractor shall confine its equipment, storage of materials, and operations to the project site or assigned areas if they are made available.
- b. The Contractor shall comply with all reasonable instructions of the **City of Lansing** and the ordinances and codes of the **City of Lansing** regarding signs, advertising, traffic, fires, explosives, danger signals, barricades and fire prevention.

125. REMOVAL OF DEBRIS, CLEANING, ETC.

All rubbish and debris shall be removed and legally disposed of by the Contractor who shall keep the Project Area and public rights-of-way reasonably clear at all times.

126. INSPECTION

- a. All materials and workmanship shall be subject to inspection, examination, or test by the **City of Lansing** at any and all times during manufacture, construction or demolition and at any and all places where such manufacture, construction or demolition is carried on. The **City of Lansing** shall have the right to reject defective material and workmanship or require its correction. Unacceptable workmanship shall be satisfactorily corrected. Rejected material shall be promptly segregated and removed from the Project Area and replaced with material of specified quality without change therefor. If the Contractor fails to proceed at once with correction of rejected workmanship or defective material, the **City of Lansing** may contract or otherwise have the defect remedied or rejected materials removed from the Project Area and charge the cost of the same against any monies which may be due the Contractor, without prejudice to any other rights or remedies of the **City of Lansing**.
- b. The Contractor shall furnish promptly all materials reasonably necessary for any tests which may be required (see section 118 hereof). All tests by the **City of Lansing** will be performed in such a manner as not to delay the work unnecessarily and shall be made in accordance with the provisions of the Technical Specifications.
- c. The Contractor shall notify the **City of Lansing** sufficiently in advance of backfilling or concealing any facilities to permit proper inspection. If any facilities are concealed without approval or consent of the **City of Lansing**, the Contractor shall uncover for inspection and recover such facilities all at its own expense, when so requested by the City of Lansing.
Should it be considered necessary or advisable by the City of Lansing at any time before final acceptance of the entire work to make an examination of work already completed, by uncovering the same, the Contractor shall on request promptly furnish all necessary facilities, labor and material. If such work is found to be defective in any important or essential respect, due to fault of the Contractor or its subcontractors it shall defray all the expenses of such examination and of satisfactory reconstruction. If,

however, such work is found to meet the requirements of the Contract, the actual cost of labor and material necessarily involved in the examination and replacement, plus 15 percent of such costs to cover superintendence, general expenses and profit, shall be allowed the Contractor and it shall in addition, if completion of the work of the entire Contract has been delayed thereby, be granted a suitable extension of time on account of the additional work involved.

d. Inspection of materials and appurtenances to be incorporated in the improvements embraced in the Contract may be made at the place of production, manufacture or shipment, whenever the quantity justifies it, and such inspection and acceptance, unless otherwise stated in the Technical Specifications, shall be final, except as regards to the following: (1) latent defects, (2) departures from specific requirements of the Contract, (3) damage or loss in transit, or (4) fraud or such gross mistakes as amount to fraud. Subject to the requirements contained in the preceding sentence, the inspection of materials as a whole or in part will be made at the Project Site.

e. Neither inspection, testing approval nor acceptance of the Work in whole or in part, by the **City of Lansing** or its agents shall relieve the Contractor or its sureties of full responsibility for materials furnished or work performed not in strict accordance with the Contract.

127. REVIEW BY CITY OF LANSING

a. The **City of Lansing**, its authorized representatives and agents, and appropriate Federal representatives (as defined under GENERAL CONDITIONS, if applicable) shall, at all times, have access to and be permitted to observe and review all work, materials, equipment, payrolls, personnel records, employment conditions, and other relevant data and records pertaining to this Contract; provided, however, that all instructions and approvals with respect to the work will be given to the Contractor only by the **City of Lansing** through its authorized representatives or agents.

b. The City may also request submission of weekly payrolls from all contractors to verify compliance with federal, state and local Equal Opportunity Employment requirements.

128. FINAL INSPECTION

When work is substantially completed, the Contractor shall notify the **City of Lansing** in writing that the work will be ready for final inspection on a definite date which shall be stated in such notice. The notice shall bear the signed concurrence of the representative of the City of Lansing having charge of inspection and shall be given at least ten (10) days prior to the date stated for final inspection. If the **City of Lansing** determines that the work is as represented, it will make the arrangement necessary to have final inspection commenced on the date stated in such notice or as soon thereafter as is practicable.

129. CORRECTION OF WORK BEFORE FINAL PAYMENT

The Contractor shall promptly remove and correct all work identified by the **City of Lansing** as unacceptable. The Contractor shall promptly replace and re-execute its own work in accordance with the Contract and without expense to the Owner. It shall bear the expense of making good all work of other contractors destroyed or damaged by such replacement. This may require numerous efforts by the contractor until the City is satisfied by the final work result.

130. DEDUCTION FOR UNCORRECTED WORK

If the **City of Lansing** deems it not expedient to require the Contractor to correct work not done in accordance with the Contract Documents; an equitable deduction from the contract price will be made by agreement between the Contractor and the City of Lansing, and subject to settlement, in case of dispute, as herein provided.

131. INSURANCE

- a. The Contractor shall carry or require that there be carried Worker's Compensation Insurance for all its employees and those of its subcontractors engaged in work at the site, in accordance with State Worker's Compensation Laws.
- b. The Contractor shall carry or require that there be carried Manufacturers' and Contractors' Public Liability Insurance an amount not less than \$1,000,000.00 to protect the Contractor and its subcontractors against claims for injury to or death of one or more than one person because of accidents which may occur or result from operations under the Contract; such insurance shall cover the use of all equipment in the construction of the improvements embraced in this Contract.
- c. Property Damage Insurance: The Contractor shall procure and maintain during the life of the Contract and shall require each of its subcontractors pursuant to this Contract to carry Contractor's Protective Public Liability Insurance for property damage in an amount not less than \$1,000,000.00 for damages occurring or resulting from operations pursuant to this Contract.
- d. All insurance carried shall name the **City of Lansing** as additional insured party and the **City of Lansing** shall be notified of cancellation of insurance no less than 20 days prior to any cancellation. The insurance certificate must list all exclusions to the policy conditions, which are subject to rejection by the owner.
- e. Before commencing work, the Contractor shall submit evidence of coverage required above to the City of Lansing for review and approval. New policies from other companies shall be provided in place of those disapproved. Such insurance shall be carried with financially responsible insurance companies, licensed in the state and approved by the City of Lansing, and shall be kept in force until the Contractor's work is accepted by the City of Lansing. Contracts of insurance (covering all operations under this contract) which expire before the Contractor's work is accepted by the **City of Lansing**, shall be renewed and evidence shall be submitted to the **City of Lansing** for approval.

132. GENERAL GUARANTY

Neither the final certificate of payment nor any provision in the Contract nor partial or entire use of the improvements embraced in the Contract by the **City of Lansing** or the public shall constitute an acceptance of work not done in accordance with the Contract or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting therefrom which shall appear within a period of twelve (12) months from the date of final payment of the work. For all sidewalk construction the contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting therefrom which shall appear within a period of thirty six (36) months from the date of final payment of the work. The **City of Lansing** will give notice of defective materials and work with reasonable promptness.

133. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

In the execution of all work described in these contract documents, the Contractor and all subcontractors agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. 1857 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.) as amended.

134. TIME FOR COMPLETION

Time for Completion of all work under this contract shall be no later than **FORTY (40) WORKING DAYS** from the date of the written notice to proceed.

135. MICHIGAN CIVIL RIGHTS ACT

Contractor shall not discriminate in hiring or its terms and conditions of employment on any illegal basis including race, religion, creed, national origin, color, sex, marital status, age, height or weight, nor on the

basis of handicap except where the same is based on a bona fide job requirement. In addition the Contractor shall not discriminate in the sales of products or the rendering of services pursuant to this Contract on the basis of any of those categories.

136. WAIVERS AND MODIFICATIONS

No oral order, objectives, claim or notice by any party to the others shall affect or modify any of the terms or obligations contained in any of the Contract Documents and none of the provisions of the Contract Documents shall be held to be waived or modified by reason of any act whatsoever, other than by waiver or modification thereof agreed to in writing, and no evidence shall be introduced in any proceeding of any other waiver or modification.

137. NON PERFORMANCE BY CITY

The Contractor recognizes that the performance of this contract may be delayed or prohibited in part or in whole by Court order, and in that event the City may terminate this Agreement without incurring any liability, financial or otherwise. City agrees to pay the Contractor for any work completed by the Contractor up to the date of the Court order.

138. INDEMNIFICATION

Contractor shall be solely responsible for and shall indemnify, defend and hold harmless the City of Lansing, its agents, officers and employees from and against any and all claims, suits, damages and losses, specifically including, but not limited to those for loss of use of property, for damage to any property, real or personal, for injury to or the death of any person including but not limited to employees and officers of the City of Lansing for all liabilities whatsoever including related expenses and actual attorneys fees in any way sustained or alleged to have been sustained, directly or indirectly, by reason of or in connection with:

- a. The performance of the work by or any other activities of the Contractor, its employees or agents or officers including but not limited to the use of any equipment or material furnished by the Contractor; or
- b. The presence of Contractor, its employees, agents or officers on the premises of the City; whether such claims, suits, damages, losses and liabilities are based upon or result in whole or part from the active or passive negligence of the City, its employees, agents or officers or City's strict liability in tort, breach of warranty, breach of contract, duty to indemnify or other liable; provided, however, that the foregoing shall not be construed to be an agreement to indemnify the City against liability for damages caused by or resulting from sole negligence of the City its agents, employees or officials, under circumstances whereby said agreement would be in violation of Michigan Public Act 1966 No. 165, Section 1 (MCLA Section 691.991), if applicable, This provision shall extend beyond the term of this agreement.

SPECIAL CONDITIONS

401. PROJECT SITE

The Project Site is the property as shown on the drawings, encompasses the following area: 1400 East Kalamazoo Street, Lansing encompassing only the area marked on the plan.

The Contractor shall carefully avoid trespass on private property, and shall not block streets leading to the project site. The Contractor shall not block access to private property adjacent to or near the project site.

402. WORK HOURS

a. This is to be a daytime operation, between 7 A.M. and 8 P.M., Monday through Friday, excluding holidays, unless otherwise approved, in writing, by the Lansing City Council, per City Code, Section 654.07 (g).

403. COMMUNICATIONS

a. All notices, demands, requests, instructions, approvals, proposals, and claims, by the Contractor, must be in writing.

b. Any notice to or demand upon the Contractor shall be deemed sufficiently given if delivered at the office of the Contractor stated on the signature page of the Agreement (or at such other office as the Contractor may from time to time designate in writing to the **City of Lansing**), or if deposited in the United States mail in a sealed postage-prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission, in each case addressed to such office.

c. All papers required to be delivered to the City of Lansing, **except the bid**, shall, unless otherwise specified in writing to the Contractor, be delivered to the PARKS AND RECREATION DEPARTMENT, 124 West Michigan, Lansing, Michigan 48933, and any notice to or demand upon the **City of Lansing** shall be sufficiently given if so delivered, or if deposited in the United States mail in a sealed postage-prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission to said **City of Lansing** at such address, or to such other representatives of the **City of Lansing** or to such address as the **City of Lansing** may subsequently specify in writing to the Contractor for such purpose.

d. Any such notice shall be deemed to have been given as of the time of actual delivery or (in the case of mailing) when the same should have been received in due course of post, or in the case of telegrams, at the time of actual receipt, as the case may be.

404. JOB OFFICE

a. The Contractor and its subcontractors may maintain such office and storage facilities on the site as are necessary for the proper conduct of the work. These shall be located so as to cause no interference to any work to be performed on the site. The **City of Lansing** shall be consulted with regard to location. All utilities shall be furnished by the contractor and its sub-contractors unless otherwise agreed to in writing with the City of Lansing.

b. Upon completion of improvements, or as directed by the **City of Lansing**, the Contractor shall remove as such temporary structures and facilities from the site, and leave the site of work in the condition required by the Contract.

405. PARTIAL USE OF SITE IMPROVEMENTS

The **City of Lansing**, at its election, may give notice to the Contractor and place in use those sections of the improvements which have been completed, inspected and can be accepted as complying with the Technical Specifications and if in its opinion, each such section is reasonably safe, fit and convenient for the use and accommodation for which it is intended, provided the period of guarantee stipulated in the Section 132 shall not begin to run out until the date of the final acceptance of all work which the Contractor is required to construct under this Contract.

406. CONTRACT DOCUMENTS AND DRAWINGS

The **City of Lansing** will furnish the Contractor without charge, three (3) copies of the Contract Documents, including Technical Specifications and Drawings. Additional copies requested by the Contractor will be furnished at cost.

407. QUALIFICATIONS

The successful bidder shall be licensed under the provisions of all applicable Codes of the **City of Lansing** and State of Michigan prior to and during the operation under terms of the Contract. Failure to be licensed as required by City Code or State Law prior to the bidding on this Agreement or during the terms of this Agreement shall be deemed a material breach of this agreement.

408. RESPONSIBILITIES OF CONTRACTOR

Except as otherwise specifically stated in the Contract Documents and Technical Specifications, the Contractor shall provide and pay for all materials, labor, tools, equipment, transportation, superintendence, temporary construction of every nature, charges, levies, fees, or other expenses and all other services and facilities of every nature whatsoever necessary for the performance of the Contract and to deliver all improvements embraced in this Contract, complete in every respect within the specified time.

WAGE PROVISIONS

The following pages comprise the wage provisions applicable to this Contract and are current as of the issue date of the bid for this project.

General Decision Number: MI080074 02/12/2010 MI74

Superseded General Decision Number: MI20070074

State: Michigan

Construction Types: Building and Heavy

County: Ingham County in Michigan.

BUILDING CONSTRUCTION PROJECTS (does not include residential construction consisting of single family homes and apartments up to and including 4 stories); HEAVY CONSTRUCTION PROJECTS (does not include airport or bridge construction projects, or sewer or water line work if it is incidental to a highway construction project)

Modification Number	Publication Date
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0	02/08/2008
1	02/15/2008
2	03/07/2008
3	03/21/2008
4	04/04/2008
5	04/11/2008
6	05/02/2008
7	06/06/2008
8	06/13/2008
9	07/11/2008
10	07/18/2008
11	07/25/2008
12	08/08/2008
13	08/15/2008
14	08/22/2008
15	09/05/2008
16	10/17/2008
17	10/31/2008
18	11/07/2008
19	11/28/2008
20	12/12/2008
21	01/16/2009
22	01/23/2009
23	02/20/2009
24	05/01/2009
25	06/05/2009
26	06/12/2009

27	07/03/2009
28	07/24/2009
29	08/14/2009
30	08/28/2009
31	09/25/2009
32	10/16/2009
33	11/06/2009
34	11/13/2009
35	12/04/2009
36	12/18/2009
37	01/01/2010
38	02/12/2010

	Rates	Fringes
CARPENTER (Drywall Hanger, Piledriver and Soft Floor Layer).....	\$ 25.34	12.62

CARP1045-020 06/01/2008		
LATHER.....	\$ 22.45	12.00

CARP1102-003 06/01/2008		
MILLWRIGHT.....	\$ 28.35	27.02

ELECTRICIAN		
Sound technician: Work on TV monitoring and surveillance, background- foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multimedia, multiplex, radio page, school intercom and sound, burglar alarms and low-voltage master clock systems.....	\$ 22.51	13.93+3%
All other work.....	\$ 31.35	15.86+3%

FOOTNOTES:

SOUND AND COMMUNICATIONS WORK:

Work on structural steel or antenna towers that have been installed for two years, 30 feet or more above the ground or floor: 15% per hour additional.

Paid Holidays: Seven paid holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day, provided the worker has been employed by the contractor for at least thirty calendar days prior to said holiday, and works the scheduled workday before and the scheduled workday after the holiday or has been laid off within seven calendar days prior to said holiday. The worker shall also be entitled to his or her holiday pay if the holiday falls during the worker's vacation, provided the worker has notified the contractor of the extent and duration of the vacation. If the worker returns to work after having been laid off for less than three months, he or she

will be entitled to holiday pay without working thirty days prior to the holiday, provided the worker has worked for the contractor for at least one year.

ELECTRICIAN:

Work 60 ft. or more above a permanent surface or not on an approved aerial work platform: 10% per hour additional.

Work performed directly with the demolition, renovation, encapsulation, or removal of friable asbestos material, if a respirator and protective devices are required: 25% per hour additional.

* ELEC0876-009 06/01/2009

TOWNSHIPS OF ALAIEDON, AURELIUS, BUNKER HILL, DELHI, INGHAM, LANSING, LESLIE, MERIDAN, ONONDAGA, STOCKBRIDGE AND VEVAY:

	Rates	Fringes
LINE CONSTRUCTION		
Cable Splicer.....	\$ 34.87	13.38
Light Equipment Operator/Groundman/Truck Driver Groundman (winch, A-frame, diggers when used for distribution line truck and used for distribution work. Distribution truck driver, 5th wheel type trucks, bucket trucks, ladder trucks and all live boom trucks, all equipment 85 hp or under).....	\$ 22.06	10.21
Lineman/Line Technician.....	\$ 33.49	13.03
Operator/Groundman (digger, tractor and setting rig with tracks or rough terrain vehicle, large bombardier, backhoe over 85 hp, hydraulic crane 10 ton or over).....	\$ 25.18	10.99
Truck Driver/Groundman (trucks with winch or boom or dump, other than distribution work).....	\$ 21.00	9.95

FOOTNOTE:

Operators of 5/8 yd. rated capacity backhoe or over, and operators of 25 ton, rated capacity, crane or over, and operators of heavy duty tension or pulling machinery on 345 KV and above, shall receive the line technician rate of pay.

* ENGI0324-008 10/01/2009

ALCONA, ALGER, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARAGA, BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX, CHEBOYGAN, CHIPPEWA, CLARE, CLINTON, CRAWFORD, DELTA, DICKINSON, EATON, EMMET, GENESEE, GLADWIN, GOGEBIC, GRAND TRAVERSE, GRATIOT, HILLSDALE, HOUGHTON, HURON, INGHAM, IONIA, IOSCO, IRON, ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT, KEWEENAW, LAKE, LAPEER, LEELANAU, LENAWEE, LIVINGSTON, LUCE, MACKINAC, MACOMB, MANISTEE, MARQUETTE, MASON, MECOSTA, MENOMINEE, MIDLAND, MISSAUKEE, MONTCALM, MONTMORENCY, MONROE, MUSKEGON, NEWAYGO, OAKLAND, OCEANA, OGEMAW, ONTONAGON, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE, ROSCOMMON, SAGINAW, ST. CLARE, ST. JOSEPH, SANILAC, SCHOOLCRAFT, SHIAWASSEE, TUSCOLA, VAN BUREN, WASHTENAW, WAYNE AND WEXFORD COUNTIES

	Rates	Fringes
OPERATOR: Power Equipment (Undefined) (Sewer Relining)		
GROUP 1.....	\$ 28.65	11.64
GROUP 2.....	\$ 27.12	11.64

SEWER RELINING CLASSIFICATIONS

GROUP 1: Operation of audio-visual closed circuit TV system, including remote in-ground cutter and other equipment used in connection with the CCTV system

GROUP 2: Operation of hot water heaters and circulation systems, water jetters and vacuum and mechanical debris removal systems

* ENGI0324-019 09/01/2009

ZONE 1: Livingston, Washtenaw, Wayne, Macomb, Monroe and Oakland

ZONE 2: Ingham, Lenawee and Shiawassee

	Rates	Fringes
OPERATOR: Power Equipment (Undefined) (Underground construction- includes sewer)		
AREA 1		
GROUP 1.....	\$ 29.28	17.85
GROUP 2.....	\$ 24.55	17.85
GROUP 3.....	\$ 23.82	17.85
GROUP 4.....	\$ 23.25	17.85
Power equipment operators - underground construction (includes sewer):		
AREA 2		
GROUP 1.....	\$ 27.57	17.85
GROUP 2.....	\$ 22.68	17.85
GROUP 3.....	\$ 22.18	17.85
GROUP 4.....	\$ 21.90	17.85

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Backfiller tamper; Backhoe; Batch plant operator (concrete); Clamshell; Concrete paver (2 drums or larger); Conveyor loader (Euclid type); Crane (crawler, truck type or pile driving); Dozer; Dragline; Elevating grader; Endloader; Gradall (and similar type machine); Grader; Mechanic; Power shovel; Roller (asphalt); Scraper (self-propelled or tractor drawn); Side boom tractor (type D-4 or equivalent and larger); Slip form paver; Slope paver; Trencher (over 8 ft. digging capacity); Well drilling rig; Concrete pump with boom operator and Hydro Excavator

GROUP 2: Boom truck (power swing type boom); Crusher; Hoist; Pump (1 or more-6-in. discharge or larger-gas or diesel-powered or powered by generator of 300 amperes or more-inclusive of generator); Side boom tractor (smaller than type D-4 or equivalent); Tractor (pneu-tired, other than backhoe or front end loader); Trencher (8-ft. digging capacity and smaller) and Vac Truck

GROUP 3: Air compressors (600 cfm or larger); Air compressors (2 or more-less than 600 cfm); Boom truck (non-swinging, non- powered type boom); Concrete breaker (self-propelled or truck mounted - includes compressor); Concrete paver (1 drum-1/2 yd. or larger); Elevator (other than passenger); Maintenance person; Pump (2 or more-4-in. up to 6-in. discharge-gas or diesel powered-excluding submersible pumps); Pumpcrete machine (and similar equipment); Wagon drill (multiple); Welding machine or generator (2 or more-300 amp. or larger-gas or diesel powered)

GROUP 4: Boiler; Concrete saw (40 hp or over); Curing machine (self-propelled); Farm tractor (with attachment); Finishing machine (concrete); Fire person; Hydraulic pipe pushing machine; Mulching equipment; Oiler; Pumps (2 or more up to 4-in. discharge, if used 3 hours or more a day, gas or diesel powered - excluding submersible pumps); Roller (other than asphalt); Stump remover; Trencher (service); Vibrating compaction equipment, self-propelled (6 ft. wide or over); End dump operator; Sweeper (Wayne type and similar equipment); Water Wagon; Extend-a boom-forklift

* ENGI0324-022 06/01/2009

	Rates	Fringes
OPERATOR: Power Equipment (Undefined) (Steel Erection)		
GROUP 1.....	\$ 42.47	18.35
GROUP 2.....	\$ 43.47	18.35
GROUP 3.....	\$ 40.97	18.35
GROUP 4.....	\$ 41.97	18.35
GROUP 5.....	\$ 39.47	18.35
GROUP 6.....	\$ 40.47	18.35
GROUP 7.....	\$ 39.20	18.35
GROUP 8.....	\$ 40.20	18.35
GROUP 9.....	\$ 38.75	18.35
GROUP 10.....	\$ 39.75	18.35
GROUP 11.....	\$ 38.02	18.35
GROUP 12.....	\$ 39.02	18.35
GROUP 13.....	\$ 37.66	18.35
GROUP 14.....	\$ 38.66	18.35
GROUP 15.....	\$ 37.02	18.35
GROUP 16.....	\$ 30.21	18.35
GROUP 17.....	\$ 28.80	18.35
GROUP 18.....	\$ 35.57	18.35

FOOTNOTE:

Paid Holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Engineer when operating combination of boom and jib 400' or longer

GROUP 2: Engineer when operating combination of boom and jib 400' or longer on a crane that requires an oiler

GROUP 3: Engineer when operating combination of boom and jib 300' or longer

GROUP 4: Engineer when operating combination of boom and jib 300' or longer on a crane that requires an oiler

GROUP 5: Engineer when operating combination of boom and jib 220' or longer

GROUP 6: Engineer when operating combination of boom and jib 220' or longer on a crane that requires an oiler

GROUP 7: Engineer when operating combination of boom and jib 140' or longer

GROUP 8: Engineer when operating combination of boom and jib 140' or longer on a crane that requires an oiler

GROUP 9: Tower crane and derrick operator (where operator's work station is 50 ft. or more above first sub-level)

GROUP 10: Tower crane and derrick operator (where operator's work station is 50 ft. or more above first sub-level) on a crane that requires an oiler

GROUP 11: Engineer when operating combination of boom and jib 120' or longer

GROUP 12: Engineer when operating combination of boom and jib 120' or longer on a crane that requires an oiler

GROUP 13: Crane operator; job mechanic; 3 drum hoist and excavator

GROUP 14: Crane operator on a crane that requires an oiler

GROUP 15: Hoisting operator; 2 drum hoist and rubber tire backhoe

GROUP 16: Compressor or welder operator

GROUP 17: Oiler

GROUP 18: Forklift and 1 drum hoist

AREA 1: LIVINGSTON, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE COUNTIES

AREA 2: INGHAM, LENAWEЕ AND SHIAWASSEE COUNTIES

	Rates	Fringes
Power equipment operators - hazardous waste removal: (AREA 1)		
LEVEL A:		
Crane operator, mechanic, dragline operator, boom truck operator and concrete pump with boom operator, power shovel operators.....	\$ 32.80	17.80
Engineer when operating crane with boom and jib or leads 140' or longer.....	\$ 34.48	17.80
Engineer when operating crane with boom and jib or leads 220' or longer.....	\$ 34.78	17.80
GROUP 1.....	\$ 31.83	17.80
GROUP 2.....	\$ 27.60	17.80
LEVEL B AND C:		
Crane operator, mechanic, dragline operator, boom truck operator, concrete pump with boom operator, power shovel operator.....	\$ 31.85	17.80
Engineer when operating crane with boom and jib or leads 140' or longer.....	\$ 33.53	17.80
Engineer when operating crane with boom and jib or leads 220' or longer.....	\$ 33.83	17.80
GROUP 1.....	\$ 30.88	17.80
GROUP 2.....	\$ 26.65	17.80
LEVEL D WHEN CAPPING LANDFILL:		
Crane operator, mechanic, dragline operator, boom truck operator and concrete pump with boom operator, power shovel operator.....	\$ 29.68	17.80
Engineer when operating crane with boom and jib or leads 140' or longer.....	\$ 31.98	17.80
Engineer when operating crane with boom and jib or leads 220' or longer.....	\$ 32.28	17.80
GROUP 1.....	\$ 29.33	17.80
GROUP 2.....	\$ 25.10	17.80
LEVEL D:		
Crane operator, mechanic, dragline operator, boom truck operator and concrete pump with boom operator, power shovel operator.....	\$ 30.55	17.80
Engineer when operating crane with boom and jib or leads 220' or longer.....	\$ 32.53	17.80
Engineer when Operating Crane with Boom and Jib or Leads 140' or Longer.....	\$ 32.23	17.80
GROUP 1.....	\$ 29.58	17.80
GROUP 2.....	\$ 25.35	17.80
Power equipment operators - hazardous waste removal: (AREA 2)		
LEVEL A:		
Crane operator, mechanic, dragline operator, boom truck operator and concrete pump with boom operator, power shovel operator.....	\$ 31.09	17.80
Engineer when operating crane with boom and jib or leads 140' or longer.....	\$ 32.77	17.80
Engineer when operating crane with boom and jib or leads 220' or longer.....	\$ 33.07	17.80
GROUP 1.....	\$ 30.12	17.80
GROUP 2.....	\$ 25.72	17.80

	Rates	Fringes
LEVEL B AND C:		
Crane operator, mechanic, dragline operator, boom truck operator and concrete pump with boom operator, power shovel operator.....	\$ 30.14	17.80
Engineer when operating crane with boom and jib or leads 140' or longer.....	\$ 31.71	17.80
Engineer when operating crane with boom and jib or leads 220' or longer.....	\$ 32.03	17.80
GROUP 1.....	\$ 29.17	17.80
GROUP 2.....	\$ 24.78	17.80
LEVEL D WHEN CAPPING LANDFILL:		
Crane operator, mechanic, dragline operator, boom truck operator and concrete pump with boom operator, power shovel operator.....	\$ 28.59	17.80
Engineer when operating crane with boom and jib or leads 140' or longer.....	\$ 30.27	17.80
Engineer when operating crane with boom and jib or leads 220' or longer.....	\$ 30.57	17.80
GROUP 1.....	\$ 27.62	17.80
GROUP 2.....	\$ 23.23	17.80
LEVEL D:		
Crane operator, mechanic, dragline operator, boom truck operator and concrete pump with boom operator, power shovel operator.....	\$ 28.84	17.80
Engineer when operating crane with boom and jib or leads 220' or longer.....	\$ 30.82	17.80
Engineer when Operating Crane with Boom and Jib or Leads 140' or Longer...	\$ 30.52	17.80
GROUP 1.....	\$ 27.87	17.80
GROUP 2.....	\$ 23.48	17.80

HAZARDOUS WASTE REMOVAL CLASSIFICATIONS

GROUP 1: 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, 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), well drilling rig, hydro excavator

GROUP 2: 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, welding machine and water wagon

OPERATOR: Power Equipment (Undefined)

GROUP 1.....	\$ 28.39	17.80
GROUP 2.....	\$ 28.14	17.80
GROUP 3.....	\$ 27.04	17.80
GROUP 4.....	\$ 22.24	17.80
GROUP 5.....	\$ 21.64	17.80
GROUP 6.....	\$ 19.19	17.80
GROUP 7.....	\$ 17.49	17.80

FOOTNOTES:

Certified Crane Operator Premiums:

- a) Swing Boom Truck Operator over 12 tons-\$.50 per hour
- b) Hydraulic Crane Operator 75 tons and under-\$.75 per hour
- c) Hydraulic Crane Operator over 75 tons-\$1.00 per hour
- d) Lattice Boom Crane Operator-\$1.50 per hour

Crane operator with main boom and jib 300' or longer: \$1.50 per hour above the group 1 rate.

Crane operator with main boom and jib 400' or longer: \$3.00 per hour above the group 1 rate.

PAID HOLIDAYS: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Crane operator with main boom and jib 400', 300', or 220' or longer. Tower crane operator with CCO certification for combined length of mast and boom 220' or longer

GROUP 2: Crane operator with main boom and jib 140' or longer, tower cranes (Operators without CCO certification, or less than 220' length), gantry crane, whirley derrick

GROUP 3: Regular equipment operator; crane, stiff leg derrick, scraper, dozer, grader, front end loader, hoist, job mechanic, concrete pump truck, hydro excavators

GROUP 4: Air tugger (single drum), material hoist, boiler operator, sweeping machine, winch truck, Bobcat and similar equipment, fork truck (over 20 ft. lift), elevators(when operated by an operating engineer

GROUP 5: Pump, 6 in. or over; Well points, freeze systems, boom truck (non-swinging); end dumps and laser/power screed; concrete wire saw (20 h.p. and over), brock concrete breaker

GROUP 6: Air compressor, welder, generator, conveyor, pump under 6", grease person and fork truck (20 ft. lifting capacity or less when working on masonry work)

GROUP 7: Oiler, fire tender and heater operator

* ENGI0326-001 05/01/2009

Rates Fringes

OPERATOR: Power Equipment (Undefined) (Gas Distribution
and Duct Installation Work)

GROUP 1.....	\$ 25.07	17.80
GROUP 2-A.....	\$ 24.97	17.80
GROUP 2-B.....	\$ 24.75	17.80
GROUP 3.....	\$ 23.97	17.80
GROUP 4.....	\$ 23.47	17.80

SCOPE OF WORK:

The construction, installation, treating and reconditioning of pipelines transporting gas vapors within cities, towns, subdivisions, suburban areas, or within private property boundaries, up to and including private meter settings of private industrial, governmental or other premises, more commonly referred to as "distribution work," starting from the first metering station, connection, similar or related facility, of the main or cross country pipeline and including duct installation.

POWER EQUIPMENT - GAS DISTRIBUTION CLASSIFICATIONS

GROUP 1: Mechanic, crane (over 1/2 yd. capacity), backhoe (over 1/2 yd. capacity), grader (Caterpillar 12 equivalent or larger)

GROUP 2-A: Trencher(except service), backhoe (1/2 yd. capacity or less)

GROUP 2-B: Crane (1/2 yd. capacity or less), compressor (2 or more), dozer (D-4 equivalent or larger), endloader (1 yd. capacity or larger), pump (1 or 2 six-inch or larger), side boom (D-4 equivalent or larger)

GROUP 3: Backfiller, boom truck (powered), concrete saw (20 hp or larger), dozer (less than D-4 equivalent), endloader (under 1 yd. capacity), farm tractor (with attachments), pump (2-4 under six-inch capacity), side boom tractor (less than D-4 equivalent), tamper (self-propelled), trencher service and grader(maintenance)

GROUP 4: Oiler, grease person, hydrostatic testing operator

* ENGI0326-002 09/01/2009

Rates Fringes

OPERATOR: Power Equipment (Undefined) (Underground Construction)

GROUP 1.....	\$ 27.57	17.85
GROUP 2.....	\$ 22.68	17.85
GROUP 3.....	\$ 22.18	17.85
GROUP 4.....	\$ 21.90	17.85

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Backfiller tamper; Backhoe; Batch plant operator (concrete); Clamshell; Concrete paver (2 drums or larger); Conveyor loader (Euclid type); Crane (crawler, truck type or pile driving); Dozer; Dragline; Elevating grader; Endloader; Gradall (and similar type machine); Grader; Mechanic; Power

shovel; Roller (asphalt); Scraper (self-propelled or tractor drawn); Side boom tractor (type D-4 or equivalent and larger); Slip form paver; Slope paver; Trencher (over 8 ft. digging capacity); Well drilling rig; Concrete pump with boom operator; Hydro Excavator

GROUP 2: Boom truck (power swing type boom); Crusher; Hoist; Pump (1 or more-6-in. discharge or larger-gas or diesel-powered or powered by generator of 300 amperes or more-inclusive of generator); Side boom tractor (smaller than type D-4 or equivalent); Tractor (pneu-tired, other than backhoe or front end loader); Trencher (8-ft. digging capacity and smaller); Vac Truck.

GROUP 3: Air compressors (600 cfm or larger); Air compressors (2 or more-less than 600 cfm); Boom truck (non-swinging, non-powered type boom); Concrete breaker (self-propelled or truck mounted-includes compressor); Concrete paver (1 drum-1/2 yd. or larger); Elevator (other than passenger); Maintenance person; Pump (2 or more-4-in. up to 6-in. discharge-gas or diesel powered-excluding submersible pumps); Pumpcrete machine (and similar equipment); Wagon drill (multiple); Welding machine or generator (2 or more-300 amp.or larger-gas or diesel powered)

GROUP 4: Boiler; Concrete saw (40 hp or over); Curing machine (self-propelled); Farm tractor (with attachment); Finishing machine (concrete); Fire person; Hydraulic pipe pushing machine; Mulching equipment; Oiler; Pumps (2 or more up to 4-in. discharge, if used 3 hours or more a day, gas or diesel powered - excluding submersible pumps); Roller (other than asphalt); Stump remover; Trencher (service); Vibrating compaction equipment, self-propelled (6 ft. wide or over); End dump operator Sweeper (Wayne type and similar equipment); Water Wagon and Extend-a boom forklift

* IRON0025-012 06/01/2009		Rates	Fringes
IRONWORKER			
Ornamental and Structural.....	\$ 29.26		27.62
Reinforced.....	\$ 26.83		24.26
* IRON0025-013 04/01/2008			
Ironworker - pre-engineered metal building erector.....	\$ 21.35		20.27
LABO0005-013 10/01/2008			
Laborers - hazardous waste abatement:			
Level A, B and C.....	\$ 21.70		9.80
Work performed in conjunction with site preparation not requiring the use of personal protective equipment; Also Level D.....	\$ 20.70		9.80
LABO0259-002 08/01/2009			
Asbestos Laborer			
Includes removing and disposing of all insulation materials from walls, ceilings, floors, columns, and all other non-mechanical surfaces; and removal of insulating materials from mechanical systems that are to be demolished; loading/unloading of bagged and tagged materials at the disposal site (includes lead paint abatement clean-up).....			
	\$ 24.23		11.30

Laborers - tunnel, shaft and caisson:

GROUP 1.....	\$ 21.37	10.95
GROUP 2.....	\$ 21.46	10.95
GROUP 3.....	\$ 21.56	10.95
GROUP 4.....	\$ 21.72	10.95
GROUP 5.....	\$ 21.98	10.95
GROUP 6.....	\$ 22.29	10.95
GROUP 7.....	\$ 14.56	10.95

SCOPE OF WORK:

Tunnel, shaft and caisson work of every type and description and all operations incidental thereto, including, but not limited to, shafts and tunnels for sewers, water, subways, transportation, diversion, sewerage, caverns, shelters, aquifers, reservoirs, missile silos and steel sheeting for underground construction.

TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Tunnel, shaft and caisson laborer, dump, shanty, hog house tender, testing (on gas), watchman

GROUP 2: Manhole, headwall, catch basin builder, bricklayer tender, mortar, material mixer, fence erector and guard rail builder

GROUP 3: Air tool operator (jackhammer, bush hammer and grinder), first bottom, second bottom, cage tender, car pusher, carrier, concrete, concrete form, concrete repair, cement invert laborer, cement finisher, concrete shoveler, conveyor, floor, gasoline and electric tool operator, gunite, grout operator, welder, heading dinky person, inside lock tender, pea gravel operator, pump person, outside lock tender, scaffold, top signal person, switch person, track, tugger, utility person, vibrator, winch operator, pipe jacking, wagon drill and air track operator and concrete saw operator (under 40 h.p.)

GROUP 4: Tunnel, shaft and caisson mucker, bracer, liner plate, long haul dinky driver and well point

GROUP 5: Tunnel, shaft and caisson miner, drill runner, key board operator, power knife operator, reinforced steel or mesh (e.g. wire mesh, steel mats, dowel bars, etc.)

GROUP 6: Dynamite and powder

GROUP 7: Restoration laborer, seeding, sodding, planting, cutting, mulching and top soil grading; and the restoration of property such as replacing mailboxes, wood chips, planter boxes, flagstones, etc.

Laborers - open cut:

GROUP 1.....	\$ 19.21	10.95
GROUP 2.....	\$ 19.35	10.95
GROUP 3.....	\$ 19.47	10.95
GROUP 4.....	\$ 19.52	10.95
GROUP 5.....	\$ 19.66	10.95
GROUP 6.....	\$ 16.96	10.95
GROUP 7.....	\$ 14.11	10.95

SCOPE OF WORK:

Open cut construction work shall be construed to mean work which requires the excavation of earth including industrial, commercial and residential building site excavation and preparation, land balancing, demolition and removal of concrete and underground appurtenances, grading, paving, sewers, utilities and improvements; retention, oxidation, flocculation and irrigation facilities, and also including but not limited to underground piping, conduits, steel sheeting for underground construction, and all work incidental thereto, and general excavation.

Open cut construction work shall also be construed to mean waterfront work, piers, docks, seawalls, breakwalls, marinas and all incidental work. Open cut construction work shall not include any structural modifications, alterations, additions and repairs to buildings, or highway work, including roads, streets, bridge construction and parking lots or steel erection work and excavation for the building itself and back filling inside of and within 5 ft. of the building and foundations, footings and piers for the building. Open cut construction work shall not include any work covered under Tunnel, Shaft and Caisson work.

OPEN CUT LABORER CLASSIFICATIONS

GROUP 1: Construction laborer

GROUP 2: Mortar and material mixer, concrete form person, signal person, well point person, manhole, headwall and catch basin builder, guard rail builder, headwall, seawall, breakwall, dock builder and fence erector

GROUP 3: Air, gasoline and electric tool operator, vibrator operator, driller, pump person, tar kettle operator, bracer, rodder, reinforced steel or mesh person (e.g. wire mesh, steel mats, dowel bars, etc.), welder, pipe jacking & boring person, wagon drill and air track operator and concrete saw operator (under 40 h.p.), windlass and tugger person and directional boring person, cement finisher

GROUP 4: Trench or excavating grade person

GROUP 5: Pipe layer (including crock, metal pipe, multi-plate or other conduits)

GROUP 6: Grouting person, audio-visual television operations and all other operations in connection with closed circuit television inspection, pipe cleaning and pipe relining work, instalation and repair of water service pipe and appurtenances

GROUP 7: Restoration laborer, seeding, sodding, planting, cutting, mulching and top soil grading; and the restoration of property such as replacing mailboxes, wood chips, planter boxes, flagstones, etc.

LABO0334-010 07/01/2009

Rates

Fringes

Landscape Laborer

GROUP 1.....\$ 18.63 6.00

GROUP 2.....\$ 14.43 6.00

LANDSCAPE LABORER CLASSIFICATIONS

GROUP 1: Landscape specialist, including air, gas and diesel equipment operator and lawn sprinkler installer

GROUP 2: Landscape laborer: small power tool operator, material mover, truck driver and lawn sprinkler installer tender

LABO0355-002 06/01/2009

Rates

Fringes

LABORER: Mason Tender.....\$ 20.92 10.95

LABO0998-001 06/01/2009

Laborers:

BUILDING AND HEAVY: craft laborers, portable concrete mixer operators (14 horsepower and under), air, electric or gasoline tool operators, hot dope carriers, tar kettle tenders, gasoline vibrators, concrete gas buggies, concrete saw, signal person and top person on sewers, caisson construction (open cut work), concrete shovelers, car pushers and bottom person (on sewer work).

Demolition laborer, three inch (3') pumps and below, jobsite clean-up, deep cleaning, fire watch, jackhammer operators, burners, crock layers (or pipe layers), caisson workers, tunnel muckers and tunnel miners, welders, mason tenders, mortar mixers, scaffold builders, forklift operator (masonry only), tenders on work customarily performed by laborers, all laborers working for masonry contractors and plasterer tenders.....\$ 20.92 10.95

LIGHT COMMERCIAL: work on economy hotels, motels, gas stations; pole type buildings and pre-engineered buildings under 30,000 sq. ft.; churches and funeral homes under 15,000 sq. ft.; restaurants, self standing, fast food under 10,000 sq. ft.; medical offices not hospital owned under 15,000 sq. ft.; office buildings one story above ground under 25,000 sq. ft.; bars, nightclubs, and country clubs under 10,000 sq. ft.; mobile home parks and facilities; apartments, condos, and community buildings; recreational vehicle locations (campgrounds), marinas; farms and agricultural installations, not including commercial elevators and granaries; retail stores, self standing under 20,000 sq. ft.; strip centers, under 15,000 sq. ft.; theaters, under 20,000 sq. ft.....\$ 14.52 10.95

Ground Burner: Add \$.50 per hour to the base rate.

High Burner (35 feet and over): add \$1.00 per hour to the base rate.

* LABO1076-006 04/01/2009

ALCONA, ALGER, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARAGA, BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX, CHEBOYGAN, CHIPPEWA, CLARE, CLINTON, CRAWFORD, DELTA, DICKINSON, EATON, EMMET, GENESEE, GLADWIN, GOGEBIC, GRAND TRAVERSE, GRATIOT, HILLSDALE, HOUGHTON, HURON, INGHAM, IONIA, IOSCO, IRON, ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT, KEWEENAW, LAKE, LAPEER, LEELANAU, LENAWEE, LIVINGSTON, LUCE, MACKINAC, MACOMB, MANISTEE, MARQUETTE, MASON, MECOSTA, MENOMINEE, MIDLAND, MISSAUKEE, MONTCALM, MONTMORENCY, MONROE, MUSKEGON, NEWAYGO, OAKLAND, OCEANA, OGEMAW, ONTONAGON, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE, ROSCOMMON, SAGINAW, ST. CLARE, ST. JOSEPH, SANILAC, SCHOOLCRAFT, SHIAWASSEE, TUSCOLA, VAN BUREN, WASHTENAW, WAYNE AND WEXFORD COUNTIES

	Rates	Fringes
LABORER - UNDEFINED (Distribution rates)		
Telephone Work (Zone 1).....	\$ 17.79	10.95
Telephone Work (Zone 2).....	\$ 16.41	10.95
Telephone Work: (Zone 3).....	\$ 12.49	10.95
Telephone Work: (Zone 4).....	\$ 12.86	10.95
Telephone Work: (Zone 5).....	\$ 12.16	10.95
Zone 1: All other work.....	\$ 17.79	10.95
Zone 2: All other work.....	\$ 16.41	10.95
Zone 3: All other work.....	\$ 14.69	10.95
Zone 4: All other work.....	\$ 14.06	10.95
Zone 5: All other work.....	\$ 14.06	10.95

SCOPE OF WORK:

Construction, installation, treating and reconditioning of distribution pipelines transporting coal, oil, gas, or other similar materials, vapors or liquids, including portions of such pipelines within private property boundaries, up to and including the meter settings on residential, commercial, industrial, institutional, private and public structures. All work covering pumping stations and tank farms not covered under another rate. Distribution work also includes all other distribution lines for public utilities except sewer, water and cable television, but including telephone lines and duct.

Duct Work Pay: \$.40 per hour above the base pay rate.

Zones:

Zone 1-Macomb, Oakland and Wayne

Zone 2-Monroe and Washtenaw

Zone 3-Bay, Genesee, Lapeer, Midland, Saginaw, Sanilac, Shiawassee and St. Clair

Zone 4-Alger, Baraga, Chippewa, Delta, Dickinson, Gogebic, Houghton, Iron, Keweenaw, Luce, Mackinaw, Marquette, Menominee, Ontonagon and Schoolcraft

Zone 5-Remaining counties in Michigan

PAIN0845-004 06/01/2009	Rates	Fringes
PAINTER.....	\$ 21.24	10.50

FOOTNOTES: Work on vinyl, spray, blow-off, blast-all blasting including water blasting, lead, all epoxy, and high rate: \$.85 per hour additional.

PAIN0845-010 06/01/2009	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 24.00	11.42

FOOTNOTES:

Spray; and drywall machine operation: \$0.90 per hour additional.

Hanging scaffolding; window jacks; ledges; swing and power stages; boatswain chair; ladder jacks; sixty (60) foot or over ladders; structural steel and scaffolding, all industrial and commercial, interior and exterior, with a falling distance of twenty (20) feet or more: \$0.70 per hour additional.

PLAS0016-012 06/01/2008	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER.....	\$ 22.73	10.50
PLASTERER.....	\$ 21.91	9.95

FOOTNOTES:

Plasterer:

Swing stage: \$0.50 per hour additional. Gun machine operator: \$0.50 per hour additional.

PLUM0190-006 05/01/2008	Rates	Fringes
Gas Distribution Pipeline		
Welding in conjunction with gas distribution pipeline work.....	\$ 27.63	15.64
All other work.....	\$ 20.26	9.90

PLUM0333-002 06/01/2009		
PLUMBER/PIPEFITTER.....	\$ 32.82	18.20

FOOTNOTE:

Paid Holidays: Memorial Day, Independence Day and Labor Day, if the employee works the work day preceding and following the holiday unless proven illness or injury prevents the employee from working.

ROOF0070-003 06/01/2008	Rates	Fringes
ROOFER		
Slater.....	\$ 25.85	10.85

ALCONA, ALGER, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARAGA, BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX, CHEBOYGAN, CHIPPEWA, CLARE, CLINTON, CRAWFORD, DELTA, DICKINSON, EATON, EMMET, GENESEE, GLADWIN, GOGEBIC, GRAND TRAVERSE, GRATIOT, HILLSDALE, HOUGHTON, HURON, INGHAM, IONIA, IOSCO, IRON, ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT, KEWEENAW, LAKE, LAPEER, LEELANAU, LENAWE, LIVINGSTON, LUCE, MACKINAC, MACOMB, MANISTEE, MARQUETTE, MASON, MECOSTA, MENOMINEE, MIDLAND, MISSAUKEE, MONTCALM, MONTMORENCY, MONROE, MUSKEGON, NEWAYGO, OAKLAND, OCEANA, OGEMAW, ONTONAGON, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE, ROSCOMMON, SAGINAW, ST. CLARE, ST. JOSEPH, SANILAC, SCHOOLCRAFT, SHIAWASSEE, TUSCOLA, VAN BUREN, WASHTENAW, WAYNE AND WEXFORD COUNTIES

	Rates	Fringes
SPRINKLER FITTER.....	\$ 31.46	15.85

SHEE0007-001 05/01/2008

SHEET METAL WORKER.....	\$ 26.58	17.63
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FOOTNOTE:

All other work:

Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, provided the worker has been in the employment of the contractor for at least 60 calendar days and worked the day preceding and the day following the holiday, unless ill or excused due to continued illness or injury that commenced not more than 30 days preceding the holiday, or due to lay-off by the contractor commencing not more than 14 days preceding the holiday.

SUMI1997-002 06/01/1997

SOUTH OF A POINT HALFWAY BETWEEN LESLIE AND MASON:

	Rates	Fringes
Truck drivers:		
Euclids, double bottoms and lowboys.....	\$ 19.85	5.945
Trucks 8 cu. yds. & over.....	\$ 19.70	5.945
Trucks under 8 cu. yds.....	\$ 19.60	5.945

TEAM0580-004 07/19/2003

NORTH OF A POINT HALFWAY BETWEEN LESLIE AND MASON:

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 19.02	a
GROUP 2.....	\$ 19.12	a
GROUP 3.....	\$ 19.22	a
GROUP 4.....	\$ 19.52	a

FOOTNOTE:

\$152.25 per week and \$27.94 per day.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Truck driver (on all trucks except dump truck of 8 cu. yd. capacity or over & pole trailers & double bottoms)

GROUP 2: Truck driver (on dump trucks of 8 cu. yd. capacity or over & pole trailers)

GROUP 3: Low boy driver, double bottom driver

GROUP 4: Structural steel driver

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

MATERIAL LIST AND GENERAL DESIGN REQUIREMENTS

The general perimeters for the building are as follows. The open park shelter is to have a hexagonal shape, 45 feet diameter (column to column), wood roof structure with asphalt shingles, steel columns resting on concrete footings. Project is also to include a concrete slab under the shelter which extends two feet beyond the roof drip edge, 5 foot wide entry walk (50 feet long) which connects the shelter to the parking lot walk and 3 concrete grill pads (5' x 10').

Material package shall be as designed and specified as noted below.

LOW PITCH BEAMS

Structural glue laminated timber shall be in conformance with ANSI/AITC Standard A.190.1- latest edition. Species: Laminating lumber shall be kiln-dried, architectural grade, sealed and wrapped. Adhesives shall be wet-use (waterproof) complying with ANSI/AITC A190-1 latest edition. The roof system for wood structure and building are designed to withstand a minimum 30 PSF live load and 20 PSF dead load and 90 MPH wind gust. Local building codes will prevail. The roof slope shall be 3/12.

STEEL COLUMNS

Columns are to be fabricated from structural steel tubing conforming to ASTM A-500. All structural steel members designed in accordance with requirements of American Institute of Steel Construction (AISC) and American Iron and Steel Institute (AISI). Surface mounted steel columns shall be sized to suit loading requirements. Welding should be preformed by certified welders in accordance with American Welding Society (AWS), Structural Welding Code Steel (AWS). Surface preparation in accordance with SSPC SP-2. Shall be prime painted using alkyd corrosive resistant primer. Finish coat: rust control inhibitive latex enamel.

ROOF PURLINS AND DECKING

2" x 6" (nominal), #1 grade, single tongue and groove with V-joint on bottom face, kiln- dried Southern Yellow Pine, maximum moisture content shall be 19% or less selected for decking. Specified lengths, with all joints over supports. Members are to be secured with galvanized or stainless steel hardware.

SHINGLES

Class "A" fire rated, architectural grade, laminated fiberglass shingle with a 40 year limited warranty, ASTM D 3018 type 1. To be installed, over 30 lb. felt and style "D" roof edge. Roof application as per manufacturer's specifications. Color to be approved by owner.

CONCRETE PRODUCTS

All cast in place concrete will comprise of supplying and installing all material (minimum 4,000 psi after 28 days), forms, joints and finishes for workmanlike manner. Steel reinforcing may be required. Concrete shelter slab is to 6" thick with a thicken perimeter edge. Walk and grill pads are 4" thick. Three

grills will be supplied by the owner which will be installed (in the ground mount with footings) by the contractor.

FASCIA

(Nominal) 2" x 8" Western Red Cedar, "D"/ Better Grade, kiln-dried, surfaced on four (4) sides, Western Wood Products Association Grading Rules (latest edition).

ELECTRIC SERVICE

The city electrician will be installing ceiling lights and several duplex outlets to the columns. Contractor will coordinate their construction activities with him so that the conduits, etc...can be scheduled in at the appropriate time.

STRUCTURE ERECTION

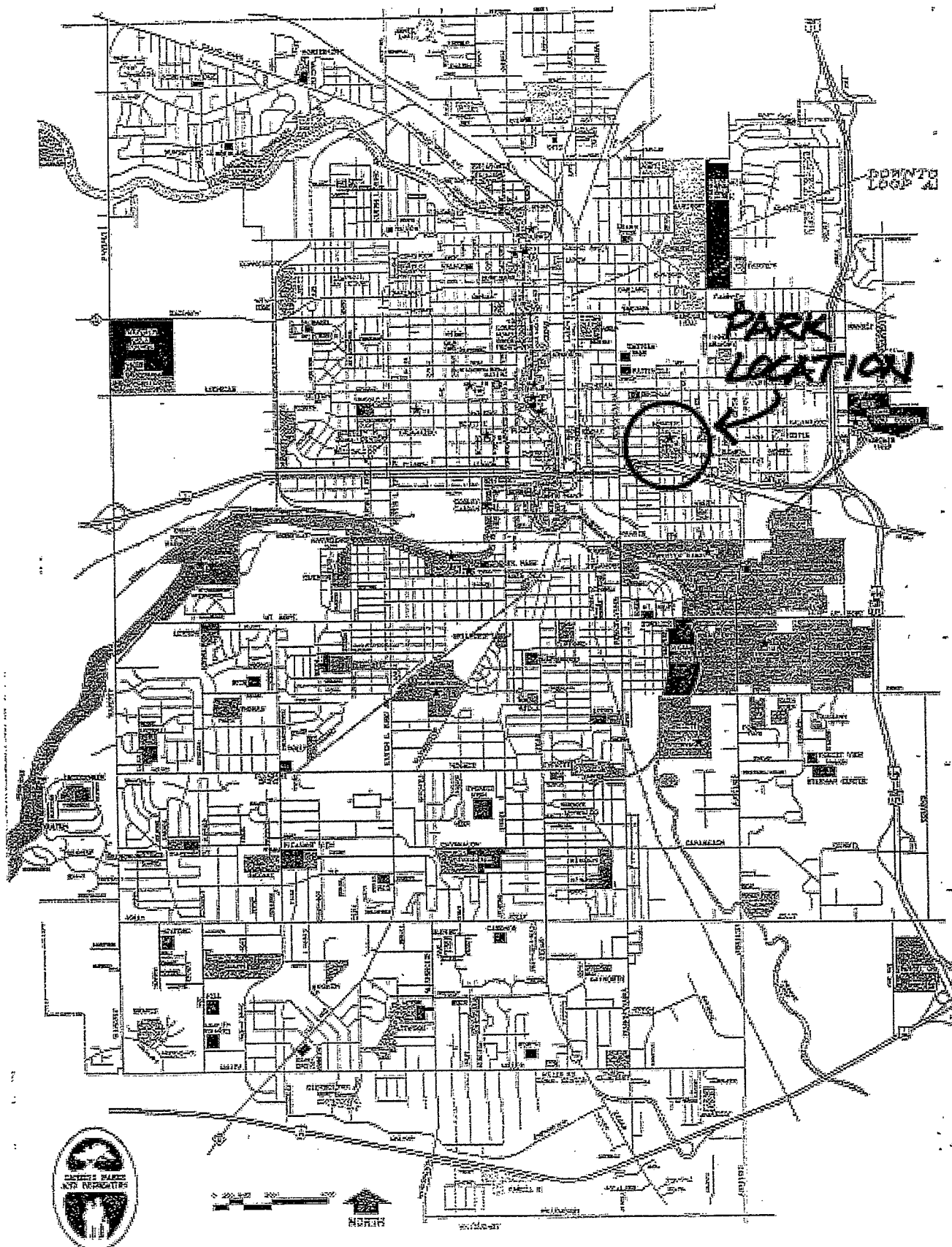
The fabricator shall furnish complete shop drawings showing necessary details. Installation of the structure shall be done with a competent supervisor in the construction trades according to manufacturer's installation instructions providing proficient construction practices and procedures. The contractor is responsible for the security of materials after its arrival at the destination. The contractor will be required to shim, cut, and make adjustments for proper building erection.

SITE EXCAVATION AND RESTORATION

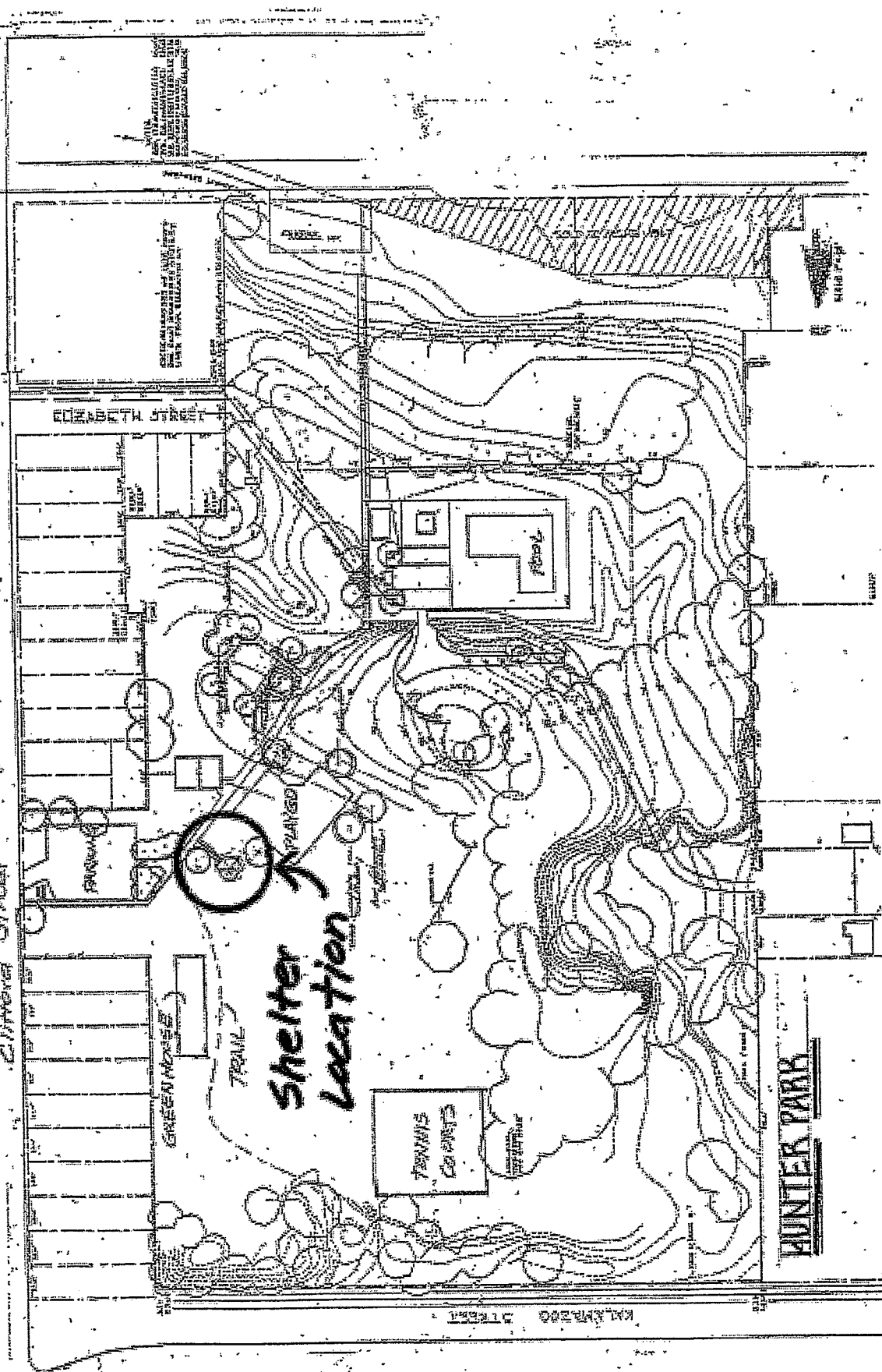
Excavation and grading of the soil will be done so as to provide positive drainage for the shelter and walk. Eight inches of compacted Class II granular base, compacted to 95% dry density, will be placed under all concrete flat work. Deleterious material is to be removed and deposited off site. Soil suitable for turf establishment can be stockpiled for use later in site restoration. Turf areas around improvements are to be fine graded and flush with the concrete surfaces and then fertilized, seeded and tacked over with mulch.

DESIGN DRAWINGS

Stamped design drawings by a registered architect or engineer licensed in the State of Michigan are required. These sealed drawings and specification will need to be submitted to the Lansing Building Safety Department for their review and approval. Some revisions might be required. Structural calculations are to be included as well as any other data required by the city's Department. Included in the package is the site specific design of the foundation. The owner will provide a soil boring log to the designer so that load calculations and foundation design will be appropriate to the existing bearing conditions. The owner will provide an engineering firm for geotechnical investigation and construction testing. The design, excavation, and construction of the structure(s) foundation must be verified by a local registered structural engineer.



Clifford Street



DO NOT REMOVE THIS SIGN FROM THE PARK

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DO NOT REMOVE THIS SIGN FROM THE PARK

Shelter Location

TENNIS COURTS

HUNTER PARK

KALAMAZOO STREET